Oscar Leeser
Mayor

Cary Westin
Interim City Manager

CITY COUNCIL
Brian Kennedy, District 1
Alexsandra Annello, District 2
Cassandra Hernandez, District 3
Joe Molinar, District 4
Isabel Salcido, District 5
Art Fierro, District 6
Henry Rivera, District 7
Chris Canales, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

January 17, 2024
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: 794-994-463#

AND

AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY
January 16, 2024
9:00 AM
Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 739-314-048#

Notice is hereby given that an Agenda Review Meeting will be conducted on January 16, 2024, at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on January 17, 2024, at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. http://www.elpasotexas.gov/videos
Via television on City15,
YouTube: https://www.youtube.com/user/cityofelpasotx/videos

In compliance with the requirement that the City provide two-way communication for members of the public, members of the public may communicate with Council during public comment, and regarding agenda items by calling the following number:

1-915-213-4096 or Toll free number: 1-833-664-9267

At the prompt please enter the corresponding Conference ID:

Agenda Review, January 16, 2024 Conference ID: 739-314-048#

Regular Council Meeting, January 17, 2024 Conference ID: 794-994-463#

The public is strongly encouraged to sign up to speak on items on this agenda before the start of this meeting on the following links:

For Call to the Public:

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

To Speak on Agenda Items:

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

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

Mayor Oscar Leeser

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY DAVID MARQUEZ - JOIN US FOR JUSTICE

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Chloe Fierro Day

Mike Maddux Day

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of the Minutes of the Regular City Council Meeting of January 3, 2024. **24-46**

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 **24-47**

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution that the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property in the vicinity of the El Paso International Airport at 6631 Montana Avenue, legally described as a .0192-acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas a portion of lot 15, Block 5, El Paso International Airport Tracks Replat of Unit 3, El Paso County Texas, as filed in Volume 28, Page 46, El Paso County Plat Records. **24-90**

All Districts
Airport, Sam Rodriguez, (915) 212-7301

4. That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and WSP USA Environment & Infrastructure Inc., a Nevada Corporation authorized to transact business in Texas, for a project known as “EPIA Relocation of Taxiway M - Geotechnical & Materials Testing” for an amount not to exceed $224,785.00; and 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 $324,785.00; 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. **24-93**

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

5. That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Professional Service Industries, Inc., a Delaware Corporation authorized to transact business in Texas, for a project known as “EPIA Reconstruction of Taxiway G - Geotechnical & Materials Testing” for an amount not to exceed $214,820.00; and 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 **24-94**

amounts are within the appropriate budgets of the project for a total amount of $314,820.00; 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.

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

Goal 3: Promote the Visual Image of El Paso

6. A Resolution approving a detailed site development plan for Lot 21, Block 2, Valumbrosa, 9237 Alameda Avenue, 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. **24-89**

The proposed detailed site development 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: 9237 Alameda Avenue
Applicant: Bel-Bran Properties I, LLC, PZDS23-00037

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Luis Zamora, (915) 212-1552

7. That the Solid Waste liens on the attachment posted with this agenda be approved. (See Attachment A) **24-91**

Districts 1, 2, 3, 4, 6, 7, 8
Environmental Services Department, Nicholas Ybarra, (915) 212-6000

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

8. Matthew Behrens to the Regional Renewable Energy Advisory Council by Representative Chris Canales, District 8. **24-118**

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

9. Stefanie Anderson to the Regional Renewable Energy Advisory Council by Representative Isabel Salcido, District 5. **24-125**

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

10. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than $2,500.00. (See Attachment B) **24-97**

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

11. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit. (See Attachment C) **24-98**

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

CONSENT AGENDA - NOTICE FOR NOTATION:

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

12. For notation only, the P-Card Transactions for the period of October 19 to November 20, 2023 and November 21 to December 20, 2023 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. **24-72**

All Districts
City Manager's Office, K. Nicole Cote, (915) 212-1092

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

13. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Cassandra Hernandez: $1,500 from El Paso Municipal Police Officers' Association. **24-129**

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

14. Discussion and action to approve a Resolution that recognizes Lieutenant James "Jay" Nicholson as the newly elected President of the El Paso Association of Firefighters, Local 51. **24-127**

All Districts
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

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

15. Discussion and action directing the City Manager and City Attorney to collaborate with the City Of El Paso Employees Retirement Trust on proposed City Code section 2.64 amendments that were recommended by the Pension Board. **24-132**

All Districts
Members of the City Council, Representative Art Fierro, (915) 212-0006

Goal 8: Nurture and Promote a Healthy, Sustainable Community

16. Discussion and action directing the City Manager and City Attorney to develop an amendment to Title 7 to ban surgical procedures on domestic animals with no medical necessity, including aesthetic procedures such as cosmetic caudectomy (commonly known as "tail docking") and cosmetic otoplasty (commonly known as "ear cropping") as well as other elective functional alterations for owner convenience such as onychectomy (also known as partial digital amputation or commonly "declawing") and ventriculocordectomy (also known as devocalization or commonly "debarking" or "demeowing"); **24-130**

and further directing that this amendment shall be constructed so as not to ban procedures such as spay/neuter or minor ear clipping related to a sanctioned Trap-Neuter-Return (TNR) program;

and further directing that proposed amendments be presented to the Animal Shelter Advisory Committee for their recommendation, and that staff return to the City Council with a draft amendment and recommendations within 90 days.

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

17. Discussion on City Council-requested action to develop additional Police Department policies with respect to gender-diverse individuals and bias-free policing. [POSTPONED FROM 12-12-2023] **23-1592**

All Districts
Police, Assistant Chief Zina Silva, (915) 212-4306

Goal 8: Nurture and Promote a Healthy, Sustainable Community

18. Presentation and update on behalf of the Diversity, Equity, Inclusion, and Accessibility Cross Functional Team. [POSTPONED FROM 12-12-2023] **23-1591**

All Districts
City Manager's Office, Robert Cortinas, (915) 212-1067
Human Resources, Edward K. McDonald III, (915) 212-1282

CALL TO THE PUBLIC – PUBLIC COMMENT:

Call to the Public will begin at 12:00 p.m. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Sixty minutes in total will be devoted for Call to the Public. This time is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda.

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 794-994-463#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

19. Discussion and action on the award of Task Order #3V-1 for Solicitation 2022-0678, Fire Station #16 Renovations to Veliz Construction for a total estimated award of $1,399,450.03 **24-95**

District 2
Capital Improvement Department, Yvette Hernandez, (915) 212-1860
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

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

20. The linkage to the Strategic Plan is Subsection: 6.6 Ensure continued financial stability and accountability through sound financial management, budgeting, and reporting. **24-104**

Award Summary:
The award of solicitation 2024-0028R Depository Services to Wells Fargo Bank, N.A., for a five (5) year term for an estimated amount of $1,400,000.00. The contract will allow for the processing of depository, investment, and banking services for the City of El Paso.

Contract Variance:
No contract variance, replacement contract.

Department:	Office of the Comptroller
Award to:	Wells Fargo Bank
City & State:	Houston, TX

Item(s):	All
Initial Term:	5 Years
Option Term:	N/A
Total Contract Time:	5 Years
Annual Estimated Award:	N/A
Initial Term Estimated Award:	$1,400,000.00
Option Term Estimated Award:	N/A
Total Estimated Award	$1,400,000.00
Account(s)	N/A
Funding Source(s):	Earnings credit on available demand deposit balances and Investment earnings on excess cash balances
District(s):	All

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing Department and the Office of the Comptroller departments recommend award as indicated to Wells Fargo Bank, N.A. the sole offeror based on the evaluation factors established in the evaluation criteria for this procurement. Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Office of the Comptroller, Margarita M. Marin, (915) 212-1174

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

21. An Ordinance amending Ordinance No. 016528 to modify requirements for membership on the Board of Directors of the Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas. **24-04**

District 8
Economic and International Development, Karina Brasgalla, (915) 212-1570

22. An Ordinance of the City Council of the City of El Paso, Texas, approving amendment number twenty-three to the Project and Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, amending the plan to update the projected tax increment reinvestment zone revenue and establishing project cost categories. **24-07**

District 8
Economic and International Development, Karina Brasgalla, (915) 212-1570

23. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 7.006 acres of land legally described as out of a portion of Tracts **24-42**

3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas.

District 7
El Paso Water, Alex Vidales, (915) 594-5636

24. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 0.11 acres of land legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, El Paso County, Texas. **24-43**

District 8
El Paso Water, Alex Vidales, (915) 594-5636

25. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 0.025 acres of land legally described as Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas. **24-44**

District 1
El Paso Water, Alex Vidales, (915) 594-5636

REGULAR AGENDA - OTHER BUSINESS:

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

26. Discussion and action on a Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Parkhill, Smith & Cooper, Inc., a Texas Corporation, for a project known as "EPIA Reconstruction of Taxiway Golf, Relocation of Taxiway M, General Ramp Reconstruction Rebid - Construction Management & Inspection Services" for an amount not to exceed $2,428,187.00; and 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 $2,528,187.00; 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. **24-92**

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

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 Interpreter Services, you must email CityClerk@elpasotexas.gov at least 72 hours in advance of the meeting.

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

http://www.elpasotexas.gov/

File #: 24-46, **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 January 3, 2024.

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM CITY MANAGER

CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

JANUARY 3, 2024
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

……

ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:02 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Joe Molinar, Isabel Salcido, Henry Rivera and Chris Canales. Cassandra Hernandez joined the meeting via video conference. Late arrival: Art Fierro at 9:07 a.m.

……

INVOCATION BY EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

……

PLEDGE OF ALLEGIANCE

……

MAYOR'S PROCLAMATIONS

Crime Stoppers Month

Dr. Martin Luther King, Jr. Day

El Paso Police Department K-9 Unit Day

……

RECOGNITIONS BY MAYOR

Mayor's Distinguished Award

Bruce Reichman

……

The Regular City Council meeting was **RECESSED** at 9:29 a.m. in order to take photos with the honorees.

The Regular City Council meeting was **RECONVENED** at 9:43 a.m.

……

NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, 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 Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

……..

CONSENT AGENDA – APPROVAL OF MINUTES:

……

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

……

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meetings of December 5, 2023 and December 12, 2023, and the Special City Council Meeting of December 18, 2023.

……

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

……

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

NO ACTION was taken on this item.

……

CONSENT AGENDA – RESOLUTIONS:

……..

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

……..

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 Chapter 380 Economic Development Program Agreement ("Agreement") by and between **CITY OF EL PASO** ("City") and **PEDRO MORALES & FRANCISCA MORALES** ("Applicant") in support of an infill development project located at 7833 Mount Latona Dr., El Paso, Texas 79904. The Agreement requires the Applicant to make a minimum investment of $90,000.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed $5,211.94 in the form of a Real Property Tax Rebate, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate.

……..

4. *Motion made, seconded, and unanimously carried to **DELETE** a Resolution that the City Manager or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Kronberg Wall Architects LLC for a project known as "Title 18 - Building Code Amendments", for an amount not to exceed two hundred forty thousand, five hundred and no/100 dollars ($240,500.00); and that the City Engineer 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 reimbursable performed pursuant to this Agreement in the amount not to exceed fifty thousand ($50,000.00) if such services are necessary for the proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the agreement for Professional Services. In addition, the City Manager, or designee, is authorized to increase the contract amount up to $50,000 and sign any amendments to the agreement.

……..

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 First Amendment to the Crosswinds Entertainment District Ground Lease by and between the City of El Paso ("Lessor") and Anzures & Son, LLC ("Lessee") to delay the Rent Commencement twelve (12) months to account for a six (6) month delay in access and to provide credit for six (6) months of rent and credit for $3,265.79 to a single month's rent as a result of $25,405.37 of In-Kind Services performed by Lessee.

……..

Goal 3: Promote the Visual Image of El Paso

……..

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

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, Guadagnoli Bette M., 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 PLANNING AND INSPECTIONS 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 Planning and Inspections 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:

3913 Fred Wilson Ave., El Paso, TX 79904., more particularly described as 1 Beaumont Annex Lot 3 (6000 Sq. Ft.), City of El Paso, El Paso County, Texas, PID #B30599900100700

to be $1,645.25, 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 21 day of August, 202□, 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 One Thousand Six Hundred Forty Five AND 25/100 DOLLARS ($1,645.25) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, Jorge M. Sanchez., 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 PLANNING AND INSPECTIONS 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 Planning and Inspections 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:

8501 Wingo Way, El Paso, TX 79907., more particularly described as 3 West Ysleta 8, City of El Paso, El Paso County, Texas, PID #W14299900307600

to be $395.00, 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 21 day of August, 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 Three Hundred Ninety Five AND 00/100 DOLLARS ($395.00) 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, Tommy B Balles Jr. and Grace A., 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 PLANNING AND INSPECTIONS 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 Planning and Inspections 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:

10493 Chinaberry Dr., El Paso, TX 79925., more particularly described as 37 Eastwood Lot 20 (7950 Sq. Ft.), City of El Paso, El Paso County, Texas, PID #E20799903703900

to be $2,840.60, 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 21 day of August, 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 Two Thousand Eight Hundred Forty AND 60/100 DOLLARS ($2,840.60) 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, Esparza Enrique Jr. and Cecilia A., in accordance with Chapter 2.38.070, 2.38.080, 18.50.108.1/.2 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 PLANNING AND INSPECTIONS 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 Planning and Inspections 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 Wyoming Ave., El Paso, TX 79902 ., more particularly described as 42 Franklin Heights 7 & W 1/2 OF 8 (4500 SQ FT), City of El Paso, El Paso County, Texas, PID #F60799904201300

to be $6,203.15, 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 23 day of August, 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 Six Thousand Two Hundred Three AND 15/100 DOLLARS ($6,203.15) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

……..

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

……..

7. *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 Mayor is hereby authorized to sign this Interlocal Agreement between the City of El Paso (the "City") and the Ysleta Independent School District (the "District"), to set out to enhance the quantity and quality of recreational and athletic facility uses available to the residents of the City, at no cost to the City through the shared use of public indoor and outdoor athletic and recreational facilities, owned by each entity. In addition, the City Manager or designee is hereby authorized to execute any necessary documents to carry out the agreement.

……..

CONSENT AGENDA – SPECIAL RE-APPOINTMENTS:

……..

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

……..

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

WHEREAS, the City of El Paso ("City") is entitled to appoint two members to the El Paso Central Appraisal District Board; and

WHEREAS, the City desires to re-appoint Jackie York as one of its members to the El Paso Central Appraisal District Board.

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

That Jackie York is hereby re-appointed to the El Paso Central Appraisal District Board of Directors to serve from January 1, 2024 through December 31, 2024.

……..

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

WHEREAS, the City of El Paso ("City") is entitled to appoint two members to the El Paso Central Appraisal District Board; and

WHEREAS, the City desires to re-appoint Tanny Berg as one of its members to the El Paso Central Appraisal District Board.

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

That Tanny Berg is hereby re-appointed to the El Paso Central Appraisal District Board of Directors to serve from January 1, 2024 through December 31, 2024.

……..

CONSENT AGENDA – BOARD RE-APPOINTMENTS:

……..

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

……..

10. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Representative Joe Molinar to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser.

……..

11. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Representative Art Fierro to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser.

……..

CONSENT AGENDA – NOTICE FOR NOTATION:

……..

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

……..

12. *Motion made, seconded, and unanimously carried to **ACCEPT** the donation of $500 from Galileo Church in Fort Worth, Texas to go toward the production and distribution of gender-neutral bathroom signs through LGBTQIA+ organizations of El Paso, such as Mountain Star Pride and Stonewall Democrats of El Paso, and in doing so is in alignment with the City of El Paso's ordinance, Chapter 5.19, on gender-neutral signage for single-user restrooms, which goes into effect on January 1, 2024.

……..……

The Regular City Council meeting was **RECESSED** at 10:18 a.m. in order to convene the Mass Transit Board of Directors meeting.

The Regular City Council meeting was **RECONVENED** at 10:26 a.m.

……..……

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

……..

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

……..

13. **ITEM:** Discussion and action to direct staff to review the position of the El Paso Civil Service Commission Recorder and return with recommendations.

Representative Kennedy commented.

The following staff members commented:

- Mr. Cary Westin, Interim City Manager
- Ms. Karla Nieman, City Attorney

Motion made by Representative Kennedy, seconded by Representative Fierro, and carried to **DIRECT** staff to review the position of the El Paso Civil Service Commission Recorder and Secretary and return with recommendations.

AYES: Representatives Kennedy, Hernandez, Molinar, Salcido, Fierro, Rivera and Canales
NAYS: Representative Annello

……..

14. Presentation and discussion regarding the El Paso Water budget workshop - FY 2024-2025 Budget Overview; FY 2024-2025 Stormwater operating and Capital Improvement Budget; FY 2024-2025 Water, Wastewater and Reclaimed Water Operating and Capital Improvement Budget; Proposed Rules and Regulation Changes, including rate and fee adjustments.

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

The following members of the public commented:

1. Mr. Rich Wright
2. Ms. Lisa Turner

1ST MOTION
Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 2:20 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the item:

Section 551.071 CONSULTATION WITH ATTORNEY

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera and Canales
NAYS: None

Representative Hernandez was not present in Executive Session since she participated virtually.

2ND MOTION
Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ADJOURN** the Executive Session at 3:41 p.m. and **RECONVENE** the meeting of the City Council.

AYES: Representatives Kennedy, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Annello

NO FURTHER ACTION was taken on this item.

……..…….

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:

……..

Goal 8: Nurture and Promote a Healthy, Sustainable Community

…….

15. **ITEMS 15 THROUGH 18 WERE DISCUSSED TOGETHER**

Climate and Sustainability Management Update.

Ms. Nicole Ferrini, Climate and Sustainability Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales commented.

The following City staff members commented:

- Mr. Rhonda Easter, Purchasing and Strategic Sourcing Assistant Director
- Mr. Cary Westin, Interim City Manager
- Mr. Omar Martinez, Grants and Strategic Initiatives Manager
- Ms. Karla Nieman, City Attorney
- Mr. Fernando Berjano, Senior Climate Programs Manager

Ms. Alejandra Marco, AECOM Technical Services' representative, commented.

The following members of the public commented:

1. Ms. Patricia Osmond
2. Ms. Lisa Turner
3. Ms. Kathleen Staudt
4. Mr. Jerry Kurtyka
5. Mr. Matthew Rodriguez
6. Mr. Harry Steven White
7. Mr. Fernando Lugo
8. Mr. Ricardo Vargas
9. Ms. Veronica Carbajal
10. Mr. Laurence Gibson
11. Mr. Joshua Simmons
12. Mr. Kenneth Bell, statement read into the record by the City Clerk
13. Mr. Jesus Guereca, statement read into the record by the City Clerk
14. Ms. Ana Fuentes
15. Mr. Migpuel Escoto
16. Mr. Don Driscoll
17. Ms. Atziri Reyes
18. Ms. Jenny Solo, statement read into the record by the City Clerk
19. Ms. Joanne MacKenzie
20. Ms. Mia Gonzales
21. Mr. Carlos Menchaca
22. Ms. Kim Shulte

NO ACTION was taken on this item.

……

REGULAR AGENDA – OTHER BUSINESS, BIDS, CONTRACTS, PROCUREMENTS:

……

Goal 8: Nurture and Promote a Healthy, Sustainable Community

……

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

WHEREAS, through the Inflation Reduction Act of 2022 (IRA), Congress provided many tools to pursue greenhouse gas (GHG) pollution reductions, including the Climate Pollution Reduction Grants (CPRG) program;

WHEREAS, the El Paso Metropolitan Statistical Area (MSA), as one of the 67 most populous metropolitan areas, and with the City of El Paso as the lead entity, was awarded a planning grant under CPRG to develop a Comprehensive Climate Action Plan (CCAP);

WHEREAS, the City of El Paso and its regional partners of the Paso del Norte Community Climate Collaborative (PDNC3) included the creation of the Climate Fellowship Program as part of the workplan approved by the Environmental Protection Agency (EPA) to develop professional skills related to climate and sustainability among the young regional population;

WHEREAS, Workforce Solutions Borderplex is one of the PDNC3 partners and the regional workforce development agency;

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

1. **THAT**, the El Paso City Council authorizes the City Manager or designee to enter into a sub-recipient agreement with Workforce Solutions Borderplex relating to the Climate Fellowship Program and the workforce solutions component of the CPRG Grant;

2. **THAT,** the City Manager or designee is authorized to accept, reject, alter and/or terminate the sub-recipient agreement;

3. **BE IT FURTHER RESOLVED THAT,** the City Manager or designee is authorized to sign any related paperwork or documents needed to execute the sub-recipient agreement.

*Discussion was taken with item 15.

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

AYES: Representatives Kennedy, Annello, Hernandez, Salcido, Fierro, Rivera and Canales
NAYS: Representative Molinar

……...

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

WHEREAS, through the Inflation Reduction Act of 2022 (IRA), Congress provided many tools to pursue greenhouse gas (GHG) pollution reductions, including the Climate Pollution Reduction Grants (CPRG) program;

WHEREAS, the El Paso Metropolitan Statistical Area (MSA), as one of the 67 most populous metropolitan areas, and with the City of El Paso as the lead entity, was awarded a planning grant under CPRG to develop a Comprehensive Climate Action Plan (CCAP);

WHEREAS, the City of El Paso and its regional partners of the Paso del Norte Community Climate Collaborative (PDNC3) have the purpose of building a partnership to accelerate the work of the El Paso MSA addressing environmental justice and climate empowering community-driven solutions in overburdened and underserved areas across the region;

WHEREAS, the Leadership Steering Committee (LSC) committee will function as a senior level advisory group charged with guiding the CCAP scope of work led by the City of El Paso;

WHEREAS, the LSC will be comprised of multiple public entities committed through a mutual cooperation agreement. Each entity will assign a point of accountability as an official representative; and

WHEREAS, the LSC will participate in data collection efforts, engagement and outreach activities within their region, and review and comment regarding CPRG deliverables.

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

THAT, the El Paso City Council authorizes the City Manager to enter into a non-binding memorandum of understanding with all members of the Leadership Steering Committee relating to the CPRG Program.

*Discussion was taken with item 15.

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

AYES: Representatives Kennedy, Annello, Hernandez, Salcido, Fierro, Rivera and Canales
NAYS: Representative Molinar

……..

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

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

That the City Manager be authorized to sign Contract 2023-0670R Climate Action Plan by and between the City of El Paso and AECOM Technical Services Inc., to provide qualified consulting services to assist in the development of the city's first formalized Climate Action Plan (CAP) for a term of four (4) year from the effective date of the Agreement. This is a service requirement contract at a currently estimated cost to the City of El Paso of $1,239,235.00 for the term of services.

*Discussion was taken with item 15.

At the request of Representative Canales, the following paragraph is an abstract of his comments to be included in the minutes:

Representative Chris Canales commented he drew on his background in sustainable development work, underscoring the urgency of addressing climate change challenges and expressing appreciation for the technical complexity of crafting an effective Climate Action Plan that is necessary for pursuing larger federal grants. He supported awarding the contract to AECOM Technical Services, citing their global expertise, and detailed the proposed contract's importance in fortifying El Paso against climate impacts. He outlined AECOM's timeline of deliverables and the funding sources, both voter-approved 2022 bond funds and EPA grant funding. Stressing the need for a collaborative approach, Representative Canales pledged involvement from local stakeholder organizations and emphasized the significance of bringing in specialized expertise to translate local knowledge into actionable strategies backed by the required technical documentation. He made additional comments in support of the Climate Fellowship Program and the collaboration with other municipalities and government entities in the region, including Hudspeth County.

1ST MOTION
Motion made by Representative Salcido, seconded by Mayor Pro Tempore Annello, to **POSTPONE** the item for **TWO WEEKS** until the meeting of January 17, 2024.

AYES: Representatives Annello and Salcido
NAYS: Representatives Kennedy, Hernandez, Molinar, Fierro, Rivera and Canales
THE MOTION FAILED.

2ND AND FINAL MOTION
Motion made by Representative Rivera, seconded by Representative Hernandez, and carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Annello, Hernandez, Fierro, Rivera and Canales
NAYS: Representatives Molinar and Salcido

……..

The Regular City Council meeting was **RECESSED** at 1:17 p.m.

The Regular City Council meeting was **RECONVENED** at 1:28 p.m.

……..

CALL TO THE PUBLIC – PUBLIC COMMENT:

…….
The following members of the public commented:

1. Patricia Osmond
2. Elizabeth Crawford
3. Gloria Krahn
4. Albert Rivera
5. Valentina Torres
6. Anne M. Giangiulio – statement read into the record by the City Clerk
7. Angel Ulloa – statement read into the record by the City Clerk
8. Ana Reza
9. Veronica Carbajal
10. Aby Perea
11. Joshua Simmons
12. Kim Shulte – statement read into the record by the City Clerk
13. Tony Ramirez – statement read into the record by the City Clerk
14. Carmen Rodriguez
15. Lisa Turner

……..

REGULAR AGENDA – FIRST READING OF ORDINANCES:

…….……
Motion made by Representative Rivera, 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 Kennedy, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Annello

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

…….

19. An Ordinance amending Ordinance No. 016528 to modify requirements for membership on the Board of Directors of the Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas.

…….

20. An Ordinance of the City Council of the City of El Paso, Texas, approving amendment number twenty-three to the Project and Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, amending the plan to update the projected tax increment reinvestment zone revenue and establishing project cost categories.

……

21. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 7.006 acres of land legally described as out of a portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas.

……

22. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 0.11 acres of land legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, El Paso County, Texas.

……

23. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 0.025 acres of land legally described as Lot 25, Block 3, Colonia Miramonte Addition Unit One, City Of El Paso, El Paso County, Texas.

……

PUBLIC HEARING WILL BE HELD ON JANUARY 17, 2024 FOR ITEMS 19 THROUGH 23

……

Goal 3: Promote the Visual Image of El Paso

……

24. An Ordinance granting Special Permit No. PZST23-00013, to allow for an adult day care center on the property described as a portion of Block 52, Government Hill Addition, 4115 Trowbridge Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 4115 Trowbridge Drive
Applicant: Jireh Shiloh, LLC, PZST23-00013

……

PUBLIC HEARING WILL BE HELD ON JANUARY 30, 2024 FOR ITEM 24

……

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

……

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

……

25. Motion made by Representative Fierro, seconded by Representative Salcido, and unanimously carried to **AWARD** Solicitation 2023-0424 Electric Cart Operator to Goodwill Industries of El Paso Inc. for an initial term of three (3) years for an estimated amount of $352,800.00. The award also includes a two (2) year option for an estimated amount of $235,200.00. The total contract time is for five (5) years for a total estimated amount of $588,000.00. This contract will provide courtesy passenger shuttle service for passengers with limited mobility, those traveling with small children or any passenger that may need assistance to and from their gate.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of $68,175.00 for the initial term, which represents a 23.95% due to additional hours added and an increase in the billable rate.

Department:	El Paso International Airport
Award to:	Goodwill Industries of El Paso Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$117,600.00
Initial Term Estimated Award:	$352,800.00
Option Term Estimated Award:	$235,200.00
Total Estimated Award:	$588,000.00
Account(s)	562 - 3000 - 62070 - 522150
Funding Source(s):	Airport Operating Fund
District(s):	All

This was a Best Value Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to Goodwill Industries of El Paso Inc. the sole 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.

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

Ms. Crystal Paz, Senior Procurement Analyst commented.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera and Canales
NAYS: None

……

REGULAR AGENDA – EMERGENCY ORDINANCES:

……

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

……

26. ITEMS 26 AND 27 WERE TAKEN TOGETHER

ORDINANCE NO. 019582

AN EMERGENCY ORDINANCE EXTENDING EMERGENCY ORDINANCE NO. 019333 AUTHORIZING THE CITY MANAGER TO ASSIGN PERSONNEL AND RESOURCES TO ASSIST IN ADDRESSING THE HUMANITARIAN AND PUBLIC SAFETY CRISIS RESULTING FROM A MASS MIGRATION THROUGH EL PASO

WHEREAS, on May 23, 2022, the Mayor and City Council of the City of El Paso (the "City") passed an Emergency Ordinance No. 019333 "Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration through the City of El Paso"; and

WHEREAS, thousands of migrants from Latin America gathered at or near the U.S.-Mexico border in hopes that President Biden would ease immigration restrictions that will make it easier to enter the United States; and

WHEREAS, the Biden administration ended the COVID-19 public health emergency on May 11, 2023 ending all use of Title 42 as a mechanism to control the border; and

WHEREAS, on the eve of the expiration of Title 42, there were an estimated 152,000 migrants in northern Mexico with approximately 60,000 in the State of Chihuahua, and 35,000 in Ciudad Juarez according to U.S. federal statistical records; and

WHEREAS, the Southwest had 188,778 land border encounters in the month of October, 2023; and

WHEREAS, the El Paso sector of U.S. Customs and Border Patrol ("CBP") had 22,107 land border encounters in the month of October, 2023 and a total of 22,107 encounters for federal fiscal year 2024; and

WHEREAS, when the CBP Central Processing Center is over capacity and the non-governmental organizations (NGOs) space is unavailable, that is when the potential for street releases arises; and

WHEREAS, CBP has released many migrants onto downtown streets leaving many migrants without shelter; and

WHEREAS, in the month of December 2023, approximately 5,500 migrants have been released into the community weekly; and

WHEREAS, in response to the street releases, the El Paso City-County Office of Emergency Management ("OEM") reallocated twenty-nine COVID-19 Operations staff to assist as migrant shelter surge staff, and on May 17, 2022, this staff began orientation training at Casa del Refugiado, the NGO's largest hospitality site; and

WHEREAS, OEM has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with NGO capacity; and

WHEREAS, beginning in late August 2022, the El Paso sector experienced a surge of over 2,000 migrants presenting themselves daily to CBP, primarily made up of unsponsored single adults from Venezuela, resulting in over 1,000 street releases by CBP; and

WHEREAS, in the Fall of 2022, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, due to this high volume, the number of refugees and asylum seekers released to the NGO and the City's Migrant Welcome Center, was over 1,000 on a daily basis; and

WHEREAS, on September 7, 2022, the City and OEM stood up a migrant Welcome Center to assist with transportation assistance providing services and meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, in September, 2023, the City purchased the former Morehead Middle School campus to serve as its Community Readiness Center to assist migrants on a short-term basis; and

WHEREAS, the release of mass groups of people without access to potable water, food, or shelter exposes the migrants and El Paso residents to the origination and spread of potential and actual disease; and

WHEREAS, in response to the number of migrants arriving at the border, on January 5, 2023, the Department of Homeland Security created a humanitarian parole program for migrants from Cuba, Haiti, and Nicaragua similar to the program already available to Venezuelans; and

WHEREAS, on January 8, 2023, President Biden visited the border to assess the situation in part because the number of migrants has gained the attention of the media and national leadership; and

WHEREAS, there are significant public safety and security concerns related to the wave of migration, including but not limited to the risk to injury or loss of life with migrants in El Paso streets with little or no resources on days that reach hot or cold temperatures and the inherent risks that come with increased demand on local shelters; and

WHEREAS, on March 12, 2023, border officials barricaded and closed down the Paso del Norte bridge due to a breach of public safety involving hundreds of migrants present on the bridge due to rumors about the relaxation of immigration restrictions circulated on social media sites; and

WHEREAS, CBP has increased the number of family units released into the community causing wait times for transportation to final destinations to increase and other logistical challenges; and

WHEREAS, for these reasons, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region; and

WHEREAS, there is the potential for loss of property for both residents and migrants due to those who would take financial advantage of this wave of migrants; and

WHEREAS, the Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operation of the El Paso International Airport ("EPIA") and to ensure that those operations are conducted in compliance with the rules and regulations regarding airports under Title 14 of the Code of Federal Regulations, Chapter 22 of the Texas Transportation Code, and Title 14 of the El Paso City Code, as well as federal, state, and local health and safety regulations to ensure the health, safety, and welfare of all occupants and travelers making use of EPIA facilities; and

WHEREAS, EPIA in recent past, became saturated with migrants awaiting air travel and could need to take measures to preserve the health and safety of its customers,

employees and the public, as well as measures to secure its facilities as the demand for air travel increases exponentially; and

WHEREAS, the City of El Paso is home to 4 international ports of entry between Texas and Mexico; and

WHEREAS, based on mass migration events in the recent past, the City anticipates significant delays at the international ports-of-entry to include trade; and

WHEREAS, the encampment of large groups of migrants on City rights of way, parks and other City property has led to street closure and cessation of the streetcar service; and

WHEREAS, the City finds that the expenditure of public funds for staff to coordinate resources and supplies, serve as shelter surge staff and transport migrants released in the City of El Paso accomplishes a valid public purpose of protecting public infrastructure, and protecting the health, safety and welfare of the citizens of El Paso; and

WHEREAS, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local NGO with surge staff, coordination of resources and supplies, and transportation in light of the continued high number of community releases; and

WHEREAS, OEM and the City have and will continue to prepare and evaluate the need for mass emergency sheltering thanks to the expiration of Title 42 and other regional migration surges that may impact the El Paso region; and

WHEREAS, the El Paso City Charter Section 3.10, allows for the adoption of one or more emergency ordinances to meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, Section 121.003 of the Texas Health & Safety Code states that a municipality may enforce any law that is reasonably necessary to protect public health; and

WHEREAS, Section 122.006 of the Texas Health & Safety Code provides home-rule municipalities express authority to adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease; and

WHEREAS, this Ordinance shall remain in effect until otherwise terminated, re-enacted, superseded by a conflicting ordinance, El Paso Local Health Authority Ordinance, state or federal law, or repealed automatically as of the 31st day following the date on which it was adopted unless re-enacted pursuant to City Charter Section 3.10.

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

1. That the Emergency Ordinance No. 019333 passed and adopted by the City Council of the City of El Paso on May 23, 2022 is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.

2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

27. **ORDINANCE NO. 019583**

AN EMERGENCY ORDINANCE
EXTENDING EMERGENCY ORDINANCE NO. 019485 DUE TO A HUMANITARIAN, SECURITY, AND ECONOMIC CRISIS RESULTING FROM A MASS MIGRATION THROUGH EL PASO

WHEREAS, on May 8, 2023, the El Paso City Council passed Emergency Ordinance No. 019485 "Due to a Humanitarian, Security, and Economic Crisis Resulting from a Mass Migration through the City of El Paso (the "City")"; and

WHEREAS, for federal fiscal year 2024, Southwest encounters were at 188,778; and

WHEREAS, the El Paso sector of CBP had 22,107 land border encounters in the month of October, 2023; and

WHEREAS, thousands of migrants from Latin America gathered at or near the U.S.-Mexico border awaiting processing after Title 42, which is a COVID-19 era mechanism, ended along with the expiration of the Public Health Emergency for COVID-19; and

WHEREAS, prior to the expiration of Title 42, there were an estimated 152,000 migrants in northern Mexico with approximately 60,900 in the State of Chihuahua, and 35,000 in Ciudad Juarez according to U.S. federal statistical records; and

WHEREAS, DHS has created an immigration benefit through which migrants from certain nations can request asylum and be paroled into the country; and

WHEREAS, upon the migrants' arrival into the United States, they are held by CBP who processes, sets for hearing and then releases migrants onto El Paso streets with little to no resources; and

WHEREAS, the number of migrants in need of shelter has exceeded the shelter space available through local, state, and federal partnerships; and

WHEREAS, the City lacks an extensive transportation infrastructure to facilitate the movement of migrants out of the region further increasing demand on shelters; and

WHEREAS, state and federal infrastructure and support is critical to support local efforts to effectively and safely care for mass groups of migrants entering the City; and

WHEREAS, U.S. Customs and Border Protection (CBP) surged its personnel and resources along the southern border to increase processing capacity to ensure a humane environment for those being processed; and

WHEREAS, the primary challenge for the non-governmental organizations (NGOs) assisting in the effort is that the NGOs do not have the volunteer base to sustain or increase current capacity at their current hospitality sites; and

WHEREAS, the Office of Emergency Management has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with migrant operations; and

WHEREAS, in the Fall of 2022, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

WHEREAS, in September, 2023, the City purchased the former Morehead Middle School campus to serve as its Community Readiness Center to assist migrants on a short-term basis; and

WHEREAS, the number of migrants released into the community has been as high as 1,700 in a single day; and

WHEREAS, the volume of migrants at the border and released into the United States has gained the attention of international and national media; and

WHEREAS, there are significant public safety and security concerns related to the wave of migration, including but not limited to the risk to injury or loss of life with migrants in El Paso streets with little or no resources on days that reach extremely high or freezing low temperatures and the inherent risks that come with increased demand on local shelters; and

WHEREAS, donations to the migrants from the public are best received at the assisting NGOs and shelters in lieu of delivery to spaces where migrants gather; and

WHEREAS, additional shelter space is being prepared for the thousands of migrants released into the community; and

WHEREAS, camping in public spaces is prohibited under Section 48.05 of the Texas Penal Code; and

WHEREAS, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region; and

WHEREAS, there is potential for loss of property for both residents and migrants due to those who would take advantage of this wave of migrants; and

WHEREAS, in recent months, the El Paso International Airport became saturated with migrants awaiting air travel and shelter, and the City of El Paso may need to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure, clean and comply with all related legal requirements regarding its facilities as the demand for air travel can increase exponentially; and

WHEREAS, the City of El Paso is home to 4 of the 28 international ports of entry between Texas and Mexico; and

WHEREAS, based on mass migration events in the recent past including protests and closures of the international bridges, the City has experienced several significant delays at the international ports-of-entry to include trade delays; and

WHEREAS, the City of El Paso has determined that extraordinary measures must be taken to protect all people in and coming through the City; and

WHEREAS, City Charter Section 3.10 allows for the City Council to adopt an emergency ordinance to meet a public emergency affecting life, health, property or the public peace; and

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

WHEREAS, the condition necessitating the declaration of a state of disaster continues to exist.

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

1. That an emergency exists as described in clear and specific terms in the recitals above, which are incorporated herein.

2. That the state of disaster proclaimed for the City of El Paso by the Mayor on May 8, 2023 and extended by unanimous vote of City Council shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by order of the City Council, whichever is sooner.

3. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10 and is effective upon adoption.

Mayor Leeser commented.

Mr. Cary Westin, Interim City Manager, commented.

Ms. Patricia Osmond, citizen, commented.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried to **ADOPT** the Emergency Ordinances.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
Mayor Leeser consented to the adoption of the Emergency Ordinances.

……..

REGULAR AGENDA – OTHER BUSINESS:

……..

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

……..

28. **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 two-year On-Call Agreement for Professional Services to perform mechanical and electrical engineering services on a task order basis by and between the City of El Paso and each of the following (2) consultants:

1. Bath Group, LLC
2. Cardina Consulting, LLC

Each On-Call Agreement will be for an amount not to exceed Three Hundred Thousand Dollars ($300,000.00), and each agreement will include authorization for the City Engineer to

approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand Dollars ($50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand Dollars ($50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

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

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Rivera and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Fierro

……..

29. 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 two-year On-Call Agreement for Professional Services to perform Municipal Solid Waste Engineering services on a task by task basis by and between the by City of El Paso and each of the following three (3) consultants:

1. Burns & McDonnell Engineering Company, Inc.
2. Parkhill, Smith & Cooper, Inc
3. Stearns, Conrad and Schmidt Consulting Engineers, Inc

Each On-Call Agreement will be for an amount not to exceed $400,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed $50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

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

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Rivera and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Fierro

……....

EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 2:20 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items and Item 14 from the Regular Agenda:

Section 551.071 CONSULTATION WITH ATTORNEY

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

Representative Hernandez was not present in Executive Session since she participated virtually.

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ADJOURN** the Executive Session at 3:41 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Kennedy, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Annello

……..

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

……..

EX1. Kasco Ventures, Inc. v. City of El Paso; Cause No. 2021DCV1165. Matter No. 21-1003-1154 (551.071)

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Kennedy, and unanimously carried that the City Attorney's Office be **AUTHORIZED** to engage in settlement negotiations and/or settle the matter of Kasco Ventures versus the City of El Paso #2021DCV1165; and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

……...

EX2. Status of Contractor's Bankruptcy on City Contracts. HQ 23-578 (551.071)

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera, And unanimously carried that the City Attorney's Office, in consultation with the City Manager, be **AUTHORIZED** to hire and retain outside counsel and any other necessary consultants, *In Re: J.A.R. Concrete, Inc, Debtor,* Case No. 23-30242-hcm, in HighQ#23-578, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

……...

EX3. Texas Legislative Special Session 88(4) Senate Bill 4 related to illegal entry or presence in this state (551.071).

NO ACTION was taken on this item.

……...

ADJOURN

……...

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ADJOURN** this meeting at 3:45 p.m.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

.....

APPROVED AS TO CONTENT:

_____

Laura D. Prine, City Clerk

File #: 24-47, **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 #: 24-90, **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
Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

A Resolution that the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property in the vicinity of the El Paso International Airport at 6631 Montana Avenue, legally described as a .0192-acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas a portion of lot 15, Block 5, El Paso International Airport Tracks Replat of Unit 3, El Paso County Texas, as filed in Volume 28, Page 46, El Paso County Plat Records.

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

DEPARTMENT: Aviation

AGENDA DATE: 1/17/2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Sam Rodriguez, P.E. CM, Aviation Director
(915) 212-7301

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL 1: Create an Environment Conductive to Strong, Sustainable Economic Development

SUBGOAL:

SUBJECT: Underground Electrical and Transformer Pad Easement for El Paso Electric
A resolution that the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property in the vicinity of the El Paso International Airport at 6631 Montana Avenue, legally described as a .0192-acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas a portion of lot 15, Block 5, El Paso International Airport Tracks Replat of Unit 3, El Paso County Texas, as filed in Volume 28, Page 46, El Paso County Plat Records.

BACKGROUND / DISCUSSION:
The easement is needed to provide electric service to the facility.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

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

DEPARTMENT HEAD: R. Shane Brooks

R. Shane Brooks for

Sam Rodriguez, Aviation Director

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as:

> A .0192-acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas a portion of Lot 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, El Paso County, Texas, as filed in Volume 28, Page 46, El Paso County Plat Records.

ADOPTED THIS _____ DAY OF _____, 20_____.

THE CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Ignacio Troncoso

_____
Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

R. Shane Brooks

R. Shane Brooks for
_____
Samuel Rodriguez, P.E.
Director of Aviation

THE STATE OF TEXAS §
§ UNDERGROUND ELECTRICAL AND TRANSFORMER
COUNTY OF EL PASO § PAD EASEMENT

For and in consideration of the sum of One Dollar and No/100 ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of El Paso (Grantor) grants unto El Paso Electric Company (Grantee), its successors and assigns, the right and privilege to enter and erect, relocate, construct, operate, remove, inspect, access, and maintain an underground electric system consisting of transformers (conventional or pad mount), ducts, conduits, fixtures, manholes, handholes, vaults, and any other usual appurtenances pertaining thereto, and underground crossings with all necessary cables, lines, conduit, wires pertaining thereto, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes for which same is or may hereafter be used, over or under, upon, and along the areas identified in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein for all purposes, said areas being in the following described premises in El Paso, El Paso County, Texas, to wit:

> A portion of Lot 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, El Paso County, Texas, and more particularly shown on Exhibit "A", which is attached hereto and incorporated herein for all purposes.

With the right to trim any trees and flora around said electrical facilities so as to keep the electrical facilities cleared and to do anything proper and necessary to operate and maintain same.

This easement shall be for the term of Grantee's franchise and any extension and renewal thereof by the Grantor. In accepting this easement, Grantee agrees that Grantor shall have the power at any time to require Grantee to remove and abate, at Grantee's expense, any installation or structure that is dangerous to life or property and that Grantor shall have the power at any time to require Grantee to change the route and position of its poles, lines, conduits or other construction at Grantee's expense when the El Paso City Council (the "City Council") shall find, by resolution, that such change is necessary in the closing, opening or relocation of streets or alleys, or water or sewer lines, the changing of grade of streets or alleys, the construction and maintenance of public improvements, the construction of private buildings, the construction or use of driveways or under other conditions which the City Council shall find necessary. Provided, however, that Grantee shall be entitled to be paid for its costs and expense of any relocation, raising or lowering of its wires or cables required by Grantor if such expenses or costs are reimbursable or payable to Grantee or Grantor by the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly. Grantor shall use its best reasonable efforts to consult and confer with Grantee before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result reasonably and economically.

In accepting this grant, Grantee agrees that it will replace or repair, as reasonable, landscaping and paving if disturbed by Grantee's construction, maintenance or repairs of or to its facilities in and upon such easement. Grantee shall promptly restore to as good condition as before working thereon, and to the reasonable satisfaction of the Grantor all streets excavated by it. Grantee may, from time to time and as may be required by prudent utility practices in connection with the construction, maintenance, or repair of its facilities, restrict access to or interfere with the use of Grantor's structures(s) or tangible personal property located on or in the vicinity of the easement. In such event, Grantee shall endeavor to provide Grantor reasonable written notice of any such restriction or interference and shall use commercially reasonable efforts to coordinate its activities with Grantor so as to minimize the duration and extent of

such restriction or interference. The preceding sentence notwithstanding, certain events or circumstances may occur or arise that require Grantee to take immediate action to address imminent public safety concerns, the integrity of Grantee's facilities or system, or the reliability of service provided by Grantee. Under such or similar exigencies, Grantee shall provide Grantor notice of any restrictions or interference as soon as reasonably practicable, and shall use commercially reasonable efforts to minimize the duration and extent of such restriction or interference. Grantee agrees to call for utility spotting by a third party prior to any excavation by Grantee in the easement.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted. Grantor agrees not to erect permanent structures or obstruct access in, over, or under Grantee's facilities.

Grantor will not be held responsible for any damage to Grantee's underground facilities from excessive erosion due to flood run-off.

Should Grantee abandon the easement, then the easement hereinabove described shall revert to Grantor or its successors and assigns. Such abandonment shall be conclusively presumed following non-use by the Grantee for one year and with use not being resumed within sixty (60) days following receipt of notice of abandonment from Grantor to Grantee, and on such abandonment, Grantee will then execute any and all necessary documents to evidence such abandonment.

Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

(Signatures begin on next page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL on the dates entered below.

GRANTOR:
THE CITY OF EL PASO

_____
Cary Westin
Interim City Manager

APPROVED AS TO FORM:

_____
Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

R. Shane Brooks for
_____
Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 20___ by as Interim City Manager of the **City of El Paso**.

_____
Notary Public, State of Texas

My Commission Expires:
_____

(Signatures continue on next page)

The above instrument, together with all conditions thereto is hereby accepted on the date entered below.

GRANTEE:
EL PASO ELECTRIC COMPANY

By: _____
Denise Garcia
Supervisor – Land Management

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 11th day of January, 2024 by Denise Garcia as Supervisor – Land Management of **El Paso Electric Company,** on behalf of the El Paso Electric Company, a Texas corporation.

Robert L. Ramirez
Notary Public, State of Texas

ROBERT L. RAMIREZ
ID #126399574
My Commission Expires
January 26, 2026

My Commission Expires: _____

APPROVED AS TO FORM
OFFICE OF THE GENERAL COUNSEL

23-1802/Aviation/EPE Underground Electrical Easement DT065087/IRT

INITIALS: _____

EPIA Addendum to EPEC Easement - FAA

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises comprising the easement are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. The Grantee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) in the event facilities are constructed, maintained, or otherwise operated on the property described in this easement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Grantee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee's electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [*See* FAA Order 1400.11, Appendix C of Appendix 4]

2. A. The Grantee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Grantee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee's electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [*See* FAA Order 1400.11, Appendix D of Appendix 4]

3. A. During the term of this easement, Grantee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms ―programs or activities‖ to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B. In the event of breach of any of the covenants in this section 3, Grantor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E of Appendix 4]

BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
10' WIDE U.G. E.P.E.C. EASEMENT AND
16' X 12' TRANSFORMER EASEMENT

A 0.0192 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lot 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

COMMENCING at a chiseled "X" found in concrete along the northerly right-way-line of Montana Avenue (U.S. Hwy. No. 62/180) (100 feet wide); ***WHENCE,*** a 5/8-inch rebar with survey cap illegible found along the northerly right-of-way line of said Montana Avenue, identical to the southwest corner of Lot 12, Block 5, El Paso International Airport Tracts Replat of Unit 3, bears South 81°10'07" West (South 81°24'26" West~measured), a distance of 271.52 feet (272.02 feet~measured); ***THENCE,*** leaving the northerly right-of-way line of said Montana Avenue, North 01°01'53" West, a distance of 160.21 feet to a concrete nail found on rockwall along the boundary line common to Lot 14, Block 5, El Paso International Airport Tracts Replat of Unit 3 and Lot 9C, Block 5, El Paso International Airport Replat of Unit 3 Replat "A" as recorded in File No. 20130028872, El Paso County Plat Records; ***THENCE,*** following the boundary line common to said Lots 14 and 9C, North 88°58'07" East, a distance of 86.14 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for the northwesterly corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, continuing along the boundary line common to said Lots 15 and 9C, North 88°58'07" East, a distance of 80.42 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for the northwesterly corner of the parcel herein described;

THENCE, leaving the boundary line common to said Lots 15 and 9C, South 01°01'53" East, a distance of 12.00 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for the southeasterly corner of the parcel herein described;

THENCE, South 88°58'07" West, a distance of 16.00 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 01°01'53" West, a distance of 2.00 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

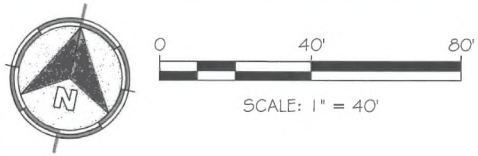
THENCE, South 88°58'07" West, a distance of 64.42 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for the southwesterly corner of the parcel herein described;

THENCE, North 01°01'53" West, a distance of 10.00 feet to the ***POINT OF BEGINNING***.

Said Parcel containing 0.0192 acres (836.2 square feet), more or less, and being subject to any easements, restrictions or covenants of record.

Aaron Alvarado, R.P.L.S. TX 6223
Date: October 18, 2023
05347-056-MONTANA AVE. CRISOSTOMO EPEC EASE-DESC.doc

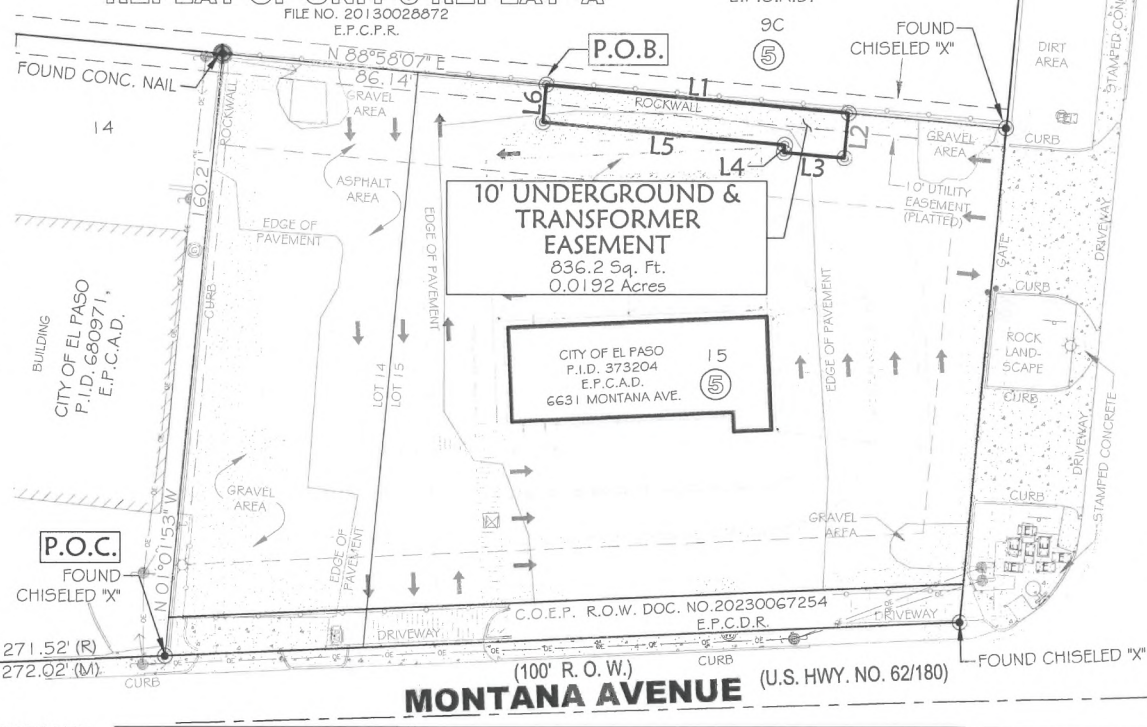
STATE OF TEXAS REGISTERED AARON ALVARADO 6223 PROFESSIONAL LAND SURVEYOR



EL PASO INTERNATIONAL AIRPORT REPLAT OF UNIT 3 REPLAT "A"

FILE NO. 20130028872
E.P.C.P.R.

CITY OF EL PASO
P.I.D. 644944,
E.P.C.A.D.
9C
5



LEGEND

- EASEMENT BOUNDARY
- CENTERLINE OF RIGHT-OF-WAY
- EASEMENT LINE
- OVERHEAD ELECTRIC LINE
- CHAIN LINK FENCE
- WATER METER
- WATER VALVE
- BACK FLOW PREVENTOR VALVE — BFP
- WATER VALVE VAULT
- ELECTRIC/TRAFFIC SIGNAL BOX
- POWER/UTILITY POLE
- LIGHT POLE/STANDARD
- GAS METER
- UNDERGROUND CABLE/TELEPHONE RISER
- SINGLE SIGNAL LIGHT POST
- GUY ANCHOR
- PARKING/ROAD SIGN
- BOLLARD
- CONCRETE AREA
- EXISTING BUILDING
- EL PASO CENTRAL APPRAISAL DISTRICT — E.P.C.A.D.
- LOT NUMBER — 15
- BLOCK NUMBER — 5
- SET 1/2" REBAR WITH SURVEY CAP NO. "TX 6223"

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N88°58'07"E	80.42
L2	S01°01'53"E	12.00
L3	S88°58'07"W	16.00
L4	N01°01'53"W	2.00
L5	S88°58'07"W	64.42
L6	N01°01'53"W	10.00

SUPPLEMENTAL NOTES

1. SUBJECT PROPERTY IS LOCATED IN ZONE "C" (DESIGNATES AREAS OF MINIMAL FLOODING) AS DETAILED ON CITY OF EL PASO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480214 0035B, DATED OCTOBER 15, 1982.

2. SUBJECT PROPERTY IS ZONED "SCZ SD3" (SMART CODE-SPECIAL DISTRICT) AS DESIGNATED AT THE CITY OF EL PASO G.I.S. WEBSITE http://gis.elpasotexas.gov/pdnmapajs.

REFERENCE NOTES

1. SUBDIVISION PLAT FOR EL PASO INTERNATIONAL AIRPORT TRACTS FILED IN BOOK. 28, PAGE. 46 OF THE EL PASO COUNTY PLAT RECORDS.

2. LEASE BOUNDARY & IMPROVEMENT SURVEY FOR LOT 15 AND A PORTION OF LOT 14, BLOCK 5, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 3 REPLAT BY BROCK & BUSTILLOS, INC. JOB. NO. 05100-109, DATED 10/13/2020.

CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

10/18/23

AARON ALVARADO, TX. R.P.L.S. NO. 6223

STATE OF TEXAS REGISTERED AARON ALVARADO 6223 PROFESSIONAL LAND SURVEYOR

FILE NO:05347-056

10' WIDE U.G. E.P.E.C. EASEMENT AND 16' X 12' TRANSFORMER EASEMENT

DRAWN BY: A.G. CHECKED BY: A.A. DATE: 10-18-2023 SCALE: 1" = 40'

A PORTION OF LOT 15, BLOCK 5,
EL PASO INTERNATIONAL AIRPORT TRACTS REPLAT OF UNIT 3,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TBPE REG. NO. F-737
TBPLS REG. NO. 101314-00
417 EXECUTIVE CENTER~EL PASO, TX 79902~PH (915) 542-4900
FAX (915) 542-2867~WWW.BROCKBUSTILLOS.COM

File #: 24-93, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and WSP USA Environment & Infrastructure Inc., a Nevada Corporation authorized to transact business in Texas, for a project known as "EPIA Relocation of Taxiway M - Geotechnical & Materials Testing" for an amount not to exceed $224,785.00; and 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 $324,785.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the agreement.

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

AGENDA DATE: 01/17/2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E., City Engineer
(915) 212-0065

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1. Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: 1.4: Grow the core business of air transportation

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 Environment & Infrastructure Inc., a Nevada Corporation authorized to transact business in Texas, for a project known as "EPIA Relocation of Taxiway M – Geotechnical & Materials Testing" for an amount not to exceed $224,785.00; and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount 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 $324,785.00; 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 geotechnical and materials testing services for a project to relocate Taxiway M at the El Paso International Airport. This project consists of construction improvements that include the relocation of Taxiway M to the runway threshold to allow ease of access to Runway 8R from the cargo apron. The project also includes the reconfiguration of TWY M from TWY L to TWY J which is currently closed due to failed pavement conditions. Project includes taxiway edge lighting and guidance sign system improvements along east and west sides of the taxiway. This project will also improve the grading and drainage issues and relocate FAA navigational aids to correct encroachment to the Runway Safety Area as per FAA specifications.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $224,785.00
Funding Source: FAA Grant and Airport Enterprise
Account: G62A234901 - 562-62330-580260-3080/3010

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _x__ YES ___NO

PRIMARY DEPARTMENT: El Paso International Airport
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

Revised 04/09/2021

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

DEPARTMENT HEAD: Yvette Hernandez

Yvette Hernandez, P.E., City Engineer

Revised 04/09/2021

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 Environment & Infrastructure Inc., a Nevada Corporation authorized to transact business in Texas, for a project known as "EPIA Relocation of Taxiway M - Geotechnical & Materials Testing" for an amount not to exceed $224,785.00; 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 $324,785.00; 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 _____ 2024.

CITY OF EL PASO:

_____
Oscar Leeser, 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

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORE SUMMARY

Solicitation #2023-0654R
Geotechnical and Materials Testing Services for the El Paso International Airport Relocation of Taxiway M

Consultant	PSI	CQC	LOI	WSP			
Rater 1	72	67	67	77			
Rater 2	87	81	69	93			
Rater 3	78	73	77	80			
Total Score:	**237**	**221**	**213**	**250**			

Rankings	Consultant
1	WSP
2	PSI
3	CQC
4	LOI

THE STATE OF TEXAS)
) **AN AGREEMENT FOR**
COUNTY OF EL PASO) **PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2024 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 ENVIRONMENT & INFRASTRUCTURE INC., a Nevada Corporation 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 **"**EPIA RELOCATION OF TAXIWAY M - GEOTECHNICAL & MATERIALS TESTING**",** 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
Attachment "F"	Federal Aviation Administration (FAA) provisions

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 $224,785.00 for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed $50,000.00**,** if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".** Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is **$**14,785,870.00, 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, **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, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to

submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the

Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for 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 Attn: David A. Varela, P.E. 125 Montoya Road El Paso, TX 79932

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:

_____
Cary Westin
Interim City Manager

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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2024, by **Cary Westin,** as **Interim 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: Jamie R. Barnes
Title: Assistant Vice President

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 22 day of December, 2023, by Jaime R. Barnes, Assistant Vice President , on behalf of Consultant.

_____
Notary Public, State of Texas

My commission expires:

06-19-2026

MARCO SIERRA
Notary ID #131611969
My Commission Expires
June 19, 2026

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT "A"
SCOPE OF WORK

This contract will be used for geotechnical and materials testing services for the Relocation of Taxiways M. Project specification is issued with this RFQ for reference.

Services to be included:

- Investigation
- Planning
- Construction materials testing and inspection
- Design recommendations

Products required to include:

- Reports

The firm shall render the following services in connection with the construction of the project:

- Provide professional engineering services in the field of geotechnical and materials testing.
- Provide technical and Professional Engineering consultation for the geotechnical investigations and related laboratory testing services, including labor, equipment and materials for the projects.
- Provide materials engineering and testing, and construction quality assurance /quality control (QA/QC) services. All field and laboratory procedures shall be performed under the direct supervision of a registered professional engineer in accordance with ASTM E 329 Standards Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in construction.
- Provide the City a monthly report of tasks and activities related to this service. Report should include project name, percent of testing completed, amount of invoices paid, total amount of purchase order.
- Provide notification when contractor requests overtime for testing. Overtime for testing services will be paid for Contractor. The City will not pay overtime unless requested and is approved in writing by the City.
- The Contractor will pay for failed tests. The City will be provided with date, time and number, amount of failed tests.
- Provide only those services which lie within the technical and professional areas of expertise which the firm is adequately staffed and equipped to perform. The firm shall be experienced and able to demonstrate the certifications, equipment, and ability to perform the following:

SOILS

- Nuclear Density
- Sand Cone Density
- Gradation
- Hydrometer Analysis
- Atterberg Limits
- Specific Gravity

- Soil Stabilization Design
- Moisture-Density Relation
- Unconfined Strength
- Permeability (Falling Head, and Constant Head)
- California Bearing Ratio (CBR)

CONCRETE

- Mix Designs
- Flatness/Levelness
- Slump & Air Content
- Unit Weight/Yield
- Compressive Strength
- Flexural Strength
- Coring, and Testing of Cores.

MASONRY

- Compressive Strength of Masonry Units
- Compressive Strength of Constructed Prisms
- Mortar Mix Design
- Strength of Mortar
- Absorption
- Grout Mix Design

ASPHALT

- Pavement Section Design
- Bitumen Extraction
- Stability & Flow
- Mix Designs
- Aggregate Gradation
- Specific Gravity
- Unit Weight
- Coring

AGGREGATES

- Moisture Content
- Gradation
- Specific Gravity
- Soundness
- Los Angeles Abrasion
- Absorption
- Clay Lumps/Friable Particles
- Flat/Elongated Pieces
- Fractured Faces.

WELDS

- Acoustics
- Radiographic
- Dye Penetrants
- Magnetic Particle (Ferrous Metal only)
- Visual Testing

PAINT AND PRIMER

- Mill Thickness
- Lead (lead free)

ELECTRICAL

- Ground Resistance Test (mega-ohms)
- Insulation Test

FOUNDATION

- Shallow foundations (Continuous and spread)
- Deep foundations (Driven piles, drilled shafts and auger-cast piles)
- Mats and post-tensioned slabs.
- Bearing Capacity (Ultimate and Allowable) Analysis.
- Settlement Analysis
- Load testing of foundations
- Construction inspection of all types of foundation.
- Failure Analysis and Remediation Design for Distressed Foundation and Retaining Walls.

ROADWAY SOIL SURVEYS & PAVEMENT DESIGN

- Streets, Airfields and Parking Lots.
- Flexible and Rigid Pavement Designs.
- Subgrade, Subbase and Base Course Stabilization Analysis.
- Construction Materials Specifications.
- Pavement Failure Analysis and Remediation Design.

SLOPE STABILITY & EARTHEN RETENTION SYSTEMS

- Earth Pressure Coefficients
- Slope Stability Analysis
- Shoring & Trench Safety System Designs
- Retaining Walls-gravity, sheet pile, bulkhead, cantilever, etc.

OTHER MATERIALS TESTING AS REQUIRED

KNOWLEDGE AND SKILLS

The firm shall have knowledge in the geotechnical engineering and materials testing field and be familiar with engineering and construction practices. The firm shall be familiar and have experience with the following:

- Current International Building Code
- Pertinent Federal Aviation Administration (FAA) advisory circulars
- EPIA Operations and Security Constraints
- City of El Paso Subdivision Ordinance
- City of El Paso Grading Ordinance
- Texas Commission and Environmental Quality (TCEQ) requirements
- Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements
- Texas Department of Health Requirements
- ADA and Texas Accessibility Standards (TAS)
- Other local, state, and federal codes, ordinances, and requirements

TASK ORDER ASSIGNMENT GOALS

The selected firm is expected to achieve the following goals:

- Provide exemplary geotechnical and material testing services.
- Get familiarized with project construction documents and assure compliance to materials testing requirement for the project.
- Develop project budget and enforce compliance of project budget.

KEY OBJECTIVES

The selected firm is expected to achieve the following:

- The firm is expected to work in conjunction with the Capital Improvement Department, El Paso International Airport and project team to successfully resolve issues.
- Implementation of creative and innovative approaches.
- The firm will assure that this project will support the relevant department mission, accreditation standards and compliance with best practices.

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

Item	Unit	Unit Cost
Professional Services		
Labor Category		
Principal	Hour	$220.00
Senior Project Manager/Engineer	Hour	$195.00
Project Manager/ Professional	Hour	$175.00
Project Engineer/Specialist	Hour	$145.00
Level 1 Staff Engineer/Geologist/Specialist	Hour	$135.00
Level 2 Staff Engineer/Geologist/Specialist	Hour	$125.00
Level 3 Staff Engineer/Geologist/Specialist	Hour	$115.00
Level 4 Staff Engineer/Geologist/Specialist	Hour	$95.00
Senior Field Professional	Hour	$110.00
GIS/CAD Technician Level 1	Hour	$95.00
GIS/CAD Technician Level 2	Hour	$75.00
Supervising Technician	Hour	$110.00
Senior Field Technician	Hour	$85.00
Field/Lab Technician	Hour	$65.00
Admin/Clerical 1	Hour	$70.00
Admin/Clerical 3	Hour	$60.00
Welding Inspector	Hour	$150.00
Miscellaneous		
2 WD Vehicle	Day	$80.00
4 WD Vehicle	Day	$85.00
Mileage	Per Mile	$0.59
Coring Machine	Day	$185.00
Generator	Day	$185.00
Printing, 8 1/2 x 11 B&W	Page	$0.30
Printing, 8 1/2 x 11 Color	Page	$0.85
Printing, oversize	Page	$10.00
UT welding equipment	Day	$125.00
Other costs	TBD	TBD
Overtime markup	Percent	25.0%
Markup for outside services	Percent	10%

All other costs at WSP standard rates or negotited with the City

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"EPIA RELOCATION OF TAXIWAY M - GEOTECHNICAL & MATERIALS TESTING"** 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 **"EPIA RELOCATION OF TAXIWAY M - GEOTECHNICAL & MATERIALS TESTING"**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$224,785.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

The compensaton for each task described in Attachment "A". Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 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): 11/27/2023

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

License#: BR-724491

CONTACT NAME:
PHONE (A/C, No, Ext): 212-994-7100 **FAX (A/C, No):** 212-994-7047
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
WSP USA Environment & Infrastructure Inc.
1075 Big Shanty Rd. Suite 100
Kennesaw, GA 30144

WSPGLOB-01

COVERAGES **CERTIFICATE NUMBER:** 1682774979 **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			GLO 9835819-10	5/1/2023	5/1/2024	EACH OCCURRENCE	$ 3,500,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 3,500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 3,500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 7,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			AS7-621-094060-033	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X 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 $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA7-62D-094060-013	5/1/2023	5/1/2024	X PER STATUTE / OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N	N / A		WA7-62D-095609-073	5/1/2023	5/1/2024	E.L. EACH ACCIDENT	$ 2,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-621-094060-913	5/1/2023	5/1/2024	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 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.

CERTIFICATE HOLDER

City of El Paso
218 N. Campbell
El Paso TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2023

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 Sevice Team
PHONE (A/C, No, Ext): 212-994-7020 **FAX (A/C, No):** 212-994-7074
E-MAIL ADDRESS: GGB.WSPUS.CertRequest@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : QBE Specialty Insurance Company	11515
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WSPGLOB-01
WSP USA Environment & Infrastructure Inc.
1075 Big Shanty Rd. Suite 100
Kennesaw, GA 30144

COVERAGES **CERTIFICATE NUMBER:** 411726365 **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? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2023	10/31/2024	Per Claim Aggregate	$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

CERTIFICATE HOLDER

City of El Paso
218 N. Campbell
El Paso TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT "F"
FEDERAL AVIATION ADMINISTRATION PROVISIONS

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)**

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12/22/23	
Date	Signature
WSP USA Environment & Infrastructure Inc	Asst. Vice President
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product

b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12/22/23	
Date	Signature
WSP USA Environment & Infrastructure Inc	Asst. Vice President
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor 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 contractor 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.

Prompt Payment (49 CFR §26.29)**-** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

File #: 24-94, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Professional Service Industries, Inc., a Delaware Corporation authorized to transact business in Texas, for a project known as "EPIA Reconstruction of Taxiway G - Geotechnical & Materials Testing" for an amount not to exceed $214,820.00; and 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 $314,820.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the agreement.

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

AGENDA DATE: 01/17/2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E., City Engineer
(915) 212-0065

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1. Create an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: 1.4: Grow the core business of air transportation

SUBJECT:
That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Professional Service Industries, Inc., a Delaware Corporation authorized to transact business in Texas, for a project known as "EPIA Reconstruction of Taxiway G – Geotechnical & Materials Testing" for an amount not to exceed $214,820.00; and 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 $314,820.00; 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 geotechnical and materials testing services for a project to reconstruct the pavement of Taxiway Golf. This project consists of a full depth taxiway pavement reconstruction to include taxiway safety and object free areas of the pavement. The project consists of the removal and replacement of the aging asphalt pavement section to resolve significant cracking and isolated ponding areas concerns. Project also includes taxiway edge lighting and guidance sign system improvements on the north and south sides of the taxiway. Project will also improve the grading and drainage and modify airport-owned fiber and secondary electrical circuits per FAA specifications.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $214,820.00
Funding Source: FAA Grant and Airport Enterprise
Account: G62A234901 - 562-62330-580260-3080/3010

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _x__ YES ___NO

PRIMARY DEPARTMENT: El Paso International Airport
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

Revised 04/09/2021

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

DEPARTMENT HEAD: Yvette Hernandez

Yvette Hernandez, P.E., City Engineer

Revised 04/09/2021

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 Professional Service Industries, Inc, a Delaware Corporation authorized to transact business in Texas, for a project known as "EPIA Reconstruction of Taxiway G - Geotechnical & Materials Testing" for an amount not to exceed $214,820.00; 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 $314,820.00; 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 _____ 2024.

CITY OF EL PASO:

_____
Oscar Leeser, 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

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORE SUMMARY

Solicitation #2023-0655R
Geotechnical and Materials Testing Services for the El Paso International Airport Reconstruction of Taxiway G

Consultant	Intertek PSI	Terracon					
Rater 1	67	64					
Rater 2	66	63					
Rater 3	78	73					
Total Score:	**211**	**200**					

Rankings	Consultant
1	Intertek PSI
2	Terracon

THE STATE OF TEXAS)
) **AN AGREEMENT FOR**
COUNTY OF EL PASO) **PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2024 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 Professional Service Industries, Inc, a Delaware Corporation 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 **"**EPIA Reconstruction of Taxiway G - Geotechnical & Materials Testing**",** 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
Attachment "F"	Federal Aviation Administration (FAA) Contract Provisions

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 **$214,820.00** 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 allocates is **$**12,838,416.00, 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, **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, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national

origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for 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:	PROFESSIONAL SERVICE INDUSTRIES INC. Attn: John Cordova 5044 Doniphan Dr. Bldg D El Paso, TX 79932

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:

_____
Cary Westin
Interim City Manager

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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2024, by **Cary Westin,** as **Interim 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: Ruben Barrientos, Jr,
Title: Regional Manager

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF ElPaso §

This instrument was acknowledged before me on this 22nd day of December, 2023, by Ruben Barrientos, Jr, Regional Manager , on behalf of Consultant.

_____
Notary Public, State of Texas

My commission expires:

November 8, 2026

LISA ANNETTE CARBAJAL
Notary ID #128449124
My Commission Expires
November 8, 2026

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT "A"
SCOPE OF WORK

This contract will be used for geotechnical and materials testing services for the Reconstruction of Taxiways G. Project specification is issued with this RFQ for reference.

Services to be included:

- Investigation
- Planning
- Construction materials testing and inspection
- Design recommendations

Products required to include:

- Reports

The firm shall render the following services in connection with the construction of the project:

- Provide professional engineering services in the field of geotechnical and materials testing.
- Provide technical and Professional Engineering consultation for the geotechnical investigations and related laboratory testing services, including labor, equipment and materials for the projects.
- Provide materials engineering and testing, and construction quality assurance /quality control (QA/QC) services. All field and laboratory procedures shall be performed under the direct supervision of a registered professional engineer in accordance with ASTM E 329 Standards Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in construction.
- Provide the City a monthly report of tasks and activities related to this service. Report should include project name, percent of testing completed, amount of invoices paid, total amount of purchase order.
- Provide notification when contractor requests overtime for testing. Overtime for testing services will be paid for Contractor. The City will not pay overtime unless requested and is approved in writing by the City.
- The Contractor will pay for failed tests. The City will be provided with date, time and number, amount of failed tests.
- Provide only those services which lie within the technical and professional areas of expertise which the firm is adequately staffed and equipped to perform. The firm shall be experienced and able to demonstrate the certifications, equipment, and ability to perform the following:

SOILS

- Nuclear Density
- Sand Cone Density
- Gradation
- Hydrometer Analysis
- Atterberg Limits
- Specific Gravity
- Soil Stabilization Design
- Moisture-Density Relation
- Unconfined Strength
- Permeability (Falling Head, and Constant Head)
- California Bearing Ratio (CBR)

CONCRETE

- Mix Designs
- Flatness/Levelness
- Slump & Air Content
- Unit Weight/Yield
- Compressive Strength
- Flexural Strength
- Coring, and Testing of Cores.

MASONRY

- Compressive Strength of Masonry Units
- Compressive Strength of Constructed Prisms
- Mortar Mix Design
- Strength of Mortar
- Absorption
- Grout Mix Design

ASPHALT

- Pavement Section Design
- Bitumen Extraction
- Stability & Flow
- Mix Designs
- Aggregate Gradation
- Specific Gravity
- Unit Weight
- Coring

AGGREGATES

- Moisture Content
- Gradation
- Specific Gravity
- Soundness
- Los Angeles Abrasion
- Absorption
- Clay Lumps/Friable Particles
- Flat/Elongated Pieces
- Fractured Faces.

WELDS

- Acoustics
- Radiographic
- Dye Penetrants
- Magnetic Particle (Ferrous Metal only)
- Visual Testing

PAINT AND PRIMER

- Mill Thickness
- Lead (lead free)

ELECTRICAL

- Ground Resistance Test (mega-ohms)
- Insulation Test

FOUNDATION

- Shallow foundations (Continuous and spread)
- Deep foundations (Driven piles, drilled shafts and auger-cast piles)
- Mats and post-tensioned slabs.
- Bearing Capacity (Ultimate and Allowable) Analysis.
- Settlement Analysis
- Load testing of foundations
- Construction inspection of all types of foundation.
- Failure Analysis and Remediation Design for Distressed Foundation and Retaining Walls.

ROADWAY SOIL SURVEYS & PAVEMENT DESIGN

- Streets, Airfields and Parking Lots.
- Flexible and Rigid Pavement Designs.
- Subgrade, Subbase and Base Course Stabilization Analysis.
- Construction Materials Specifications.
- Pavement Failure Analysis and Remediation Design.

SLOPE STABILITY & EARTHEN RETENTION SYSTEMS

- Earth Pressure Coefficients
- Slope Stability Analysis
- Shoring & Trench Safety System Designs
- Retaining Walls-gravity, sheet pile, bulkhead, cantilever, etc.

OTHER MATERIALS TESTING AS REQUIRED

KNOWLEDGE AND SKILLS

The firm shall have knowledge in the geotechnical engineering and materials testing field and be familiar with engineering and construction practices. The firm shall be familiar and have experience with the following:

- Current International Building Code
- Pertinent Federal Aviation Administration (FAA) advisory circulars
- EPIA Operations and Security Constraints
- City of El Paso Subdivision Ordinance
- City of El Paso Grading Ordinance
- Texas Commission and Environmental Quality (TCEQ) requirements
- Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements
- Texas Department of Health Requirements
- ADA and Texas Accessibility Standards (TAS)
- Other local, state, and federal codes, ordinances, and requirements

TASK ORDER ASSIGNMENT GOALS

The selected firm is expected to achieve the following goals:

- Provide exemplary geotechnical and material testing services.
- Get familiarized with project construction documents and assure compliance to materials testing requirement for the project.
- Develop project budget and enforce compliance of project budget.

KEY OBJECTIVES

The selected firm is expected to achieve the following:

- The firm is expected to work in conjunction with the Capital Improvement Department, El Paso International Airport and project team to successfully resolve issues.
- Implementation of creative and innovative approaches.
- The firm will assure that this project will support the relevant department mission, accreditation standards and compliance with best practices.

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

Anticipated Construction Materials Testing & Observation Services

Project: Reconstruction of Taxiways G

	Unit	Quantity	Unit Price	Item Total
Soils & Asphalt Testing and Observation				
Site Preparation				
Engineering Technician (In-place Density Testing)	Per Hour	500	$65.00	$39,000.00
Engineering Technician (In-place Density Testing) (Overtime)	Per Hour	80	$97.50	$7,800.00
Laboratory Moisture Density Relationship	Each	15	$280.00	$4,200.00
Atterberg Limit Determination	Each	28	$120.00	$3,360.00
Sieve Analysis including Percent Passing No. 200 Sieve	Each	28	$155.00	$4,340.00
Sample Pick-up (To obtain soil samples prior to request for density testing)	Per Hour	40	$65.00	$2,600.00
Transportation Charge	Per Trip	80	$50.00	$4,000.00
Admin/Clerical	Per Hour	175	$72.00	$12,600.00
Asphalt Pavement				
Engineering Technician (Asphalt Sampling and Testing)	Per Hour	500	$65.00	$32,500.00
Engineering Technician (In-place Density Testing) (Overtime)	Per Sample	80	$97.50	$7,800.00
Asphalt Laboratory Testing (Marshal Value, extraction/gradation, & specific gravity)	Per Sample	60	$500.00	$30,000.00
Asphalt Cores (Thickness, Voids, Density)	Each	180	$75.00	$13,500.00
Transportation Charge	Per Trip	80	$50.00	$4,000.00
Admin/Clerical	Per Hour	175	$72.00	$12,600.00
	Sub-Total			**$165,700.00**
Concrete Testing and Observation				
Miscellaneous Concrete, Sitework				
Engineering Technician (Concrete Sampling and Testing)	Per Hour	80	$65.00	$5,200.00
Engineering Technician (In-place Density Testing) (Overtime)	Per Hour	20	$97.50	$1,950.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	100	$26.00	$2,600.00
Specimen Recovery	Per Hour	20	$65.00	$1,300.00
Transportation Charge	Per Trip	20	$40.00	$1,200.00
Admin/Clerical	Per Hour	40	$72.00	$2,880.00
	Sub-Total			**$15,130.00**
Engineering & Technical Services				
Technical Services				
Project Manager	Per Hour	200	$154.50	$30,900.00
Project Set-up	One-time	1	$150.00	$ 150.00
Safety Badge/Orientation Training	Per Person	12	$195.00	$2,340.00
Safety Badge/Orientation Training	Per Trip	12	$50.00	$ 600.00
	Sub-Total			**$33,990.00**
Construction Materials Testing and Observation Estimated Total				**$214,820.00**

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"EPIA RECONSTRUCTION OF TAXIWAY G - GEOTECHNICAL & MATERIALS TESTING"** 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 **"EPIA RECONSTRUCTION OF TAXIWAY G - GEOTECHNICAL & MATERIALS TESTING"**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$214,820.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

The compensaton for each task described in Attachment "A". Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2023

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
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: QBE Insurance Corporation	39217
INSURER B: Zurich American Insurance Company	16535
INSURER C: American Zurich Insurance Company	40142
INSURER D: QBE Specialty Insurance Company	11515
INSURER E:	
INSURER F:	

INSURED
Professional Service Industries, Inc.
5044 Doniphan Dr Building D
El Paso, TX 79932

COVERAGES **CERTIFICATE NUMBER:** W31142343 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CGA 1407408	10/01/2023	10/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			BAP 7296414-03	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 7296412-03 (AOS)	10/01/2023	10/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Workers Compensation & Employers Liability Per Statute			WC 7296413-03 (MA/WI)	10/01/2023	10/01/2024	EL Each Accident	$1,000,000
							EL Disease - EA Empl.	$1,000,000
							EL Disease - Pol Lmt.	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See next page for additional information:

SEE ATTACHED

CERTIFICATE HOLDER

City of El Paso (Solicitation #2023-0655R)
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

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION PROVISION

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **<u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **<u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)**

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12/22/23	
Date	Signature
Professional Service Industries, Inc.	Regional Manager
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☑ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product

b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

12/22/23	
Date	Signature
Professional Service Industries, Inc.	Regional Manager
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor 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 contractor 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.

Prompt Payment (49 CFR §26.29)**-** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

File #: 24-89, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Luis Zamora, (915) 212-1552

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 Lot 21, Block 2, Valumbrosa, 9237 Alameda Avenue, 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 development 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: 9237 Alameda Avenue
Applicant: Bel-Bran Properties I, LLC, PZDS23-00037

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

CONSENT AGENDA DATE: January 17, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:
A Resolution approving a detailed site development plan for Lot 21, Block 2, Valumbrosa, 9237 Alameda Avenue, 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 development 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: 9237 Alameda Avenue
Applicant: Bel-Bran Properties I, LLC, PZDS23-00037

BACKGROUND / DISCUSSION:
The applicant is requesting approval of a detailed site development plan as required by Ordinance No. 9864, dated November 14, 1989, which requires City Plan Commission and City Council approval for development of a business and professional office on the subject property. City Plan Commission recommended 5-0 to approve the proposed detailed site development plan on November 20, 2023. As of December 20, 2023, the Planning Division has not received any communication in support or opposition to the detailed site development plan request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Philip Etiwe

Revised 04/09/2021

RESOLUTION

A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR LOT 21, BLOCK 2, VALUMBROSA, 9237 ALAMEDA AVENUE, 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, BEL-BRAN PROPERTIES I, LLC (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval as per SECTION 20.04.150. The detailed site development plan is subject to the development standards in the C-1/C (COMMERCIAL/CONDITIONS) 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 "A"** 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 allow for a business and professional office as required under the **C-1/C (Commercial/conditions)** District as per Section **20.04.150**, on the following described property which is located in a C-1/C (Commercial/conditions) District:

   Lot 21, Block 2, Valumbrosa, 9237 Alameda Avenue, *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 "A"** 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-1/C (COMMERICAL/CONDITIONS) 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-1/C (COMMERCIAL/CONDITIONS) 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 _____, 2024.

THE CITY OF EL PASO

_____
Oscar Leeser
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 the following page)

DEVELOPMENT AGREEMENT

By execution hereof, BEL-BRAN PROPERTIES I, LLC, ("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-1/C (COMMERCIAL/ CONDITIONS) District located within the City of El Paso.

EXECUTED this 18 day of December, 2023.

BEL-BRAN PROPERTIES I, LLC

By:_____

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

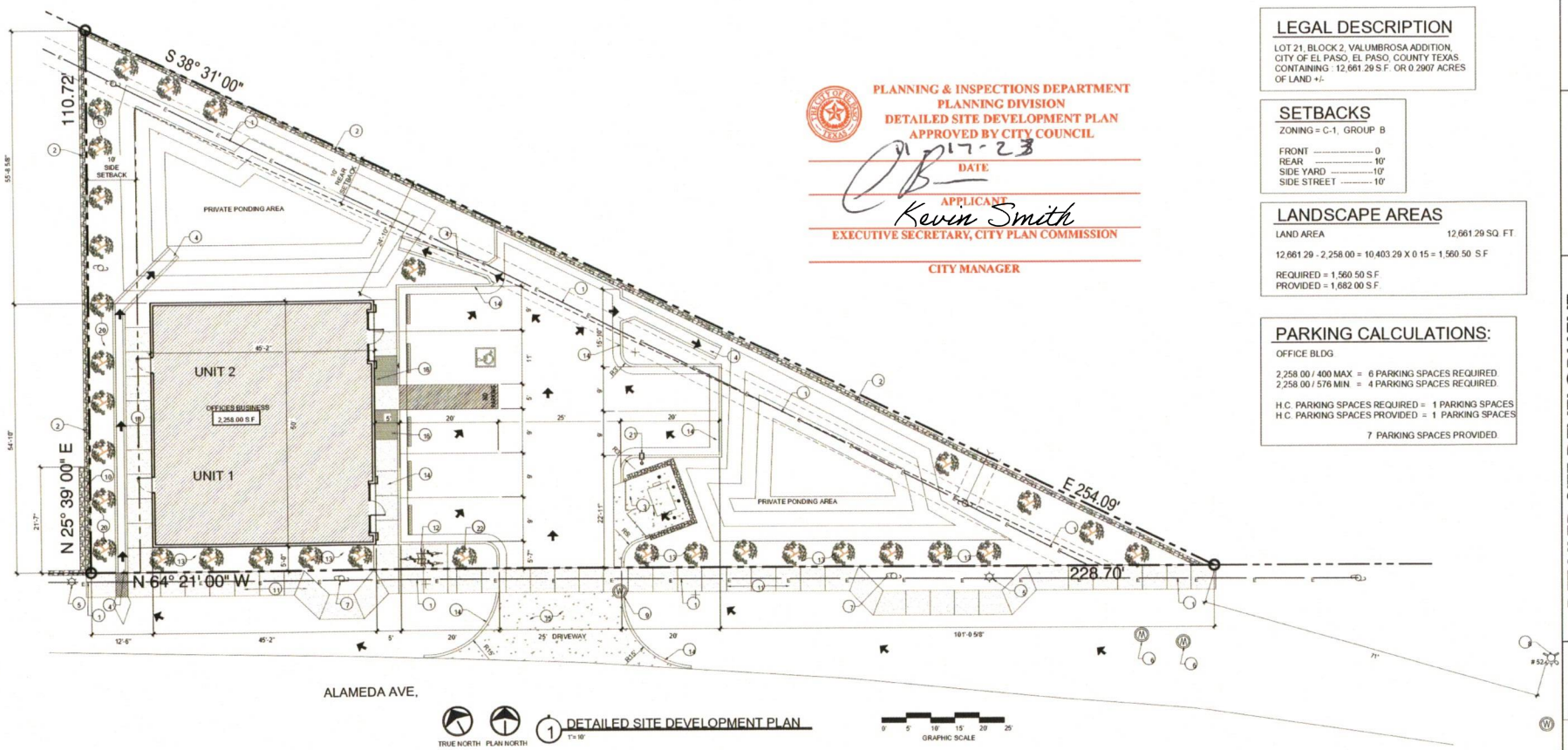
This instrument is acknowledged before me on this 18th day of December, 2023, by _____, in his legal capacity on behalf of BEL-BRAN PROPERTIES I, LLC.

Rocio Mendia
Notary Public, State of Texas

My Commission Expires:

ROCIO MENDIA
NOTARY PUBLIC
NOTARY ID#: 13320723-3
In and for the State of Texas
My commission expires
JULY 12, 2025

EXHIBIT "A"



1 DETAILED SITE DEVELOPMENT PLAN
1"= 10'

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL

11-17-23
DATE

APPLICANT

Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

LEGAL DESCRIPTION

LOT 21, BLOCK 2, VALUMBROSA ADDITION, CITY OF EL PASO, EL PASO, COUNTY TEXAS CONTAINING : 12,661.29 S.F. OR 0.2907 ACRES OF LAND +/-

SETBACKS

ZONING = C-1, GROUP B

FRONT ---------- 0
REAR ---------- 10'
SIDE YARD ---------- 10'
SIDE STREET ---------- 10'

LANDSCAPE AREAS

LAND AREA 12,661.29 SQ. FT.

12,661.29 - 2,258.00 = 10,403.29 X 0.15 = 1,560.50 S.F.

REQUIRED = 1,560.50 S.F.
PROVIDED = 1,682.00 S.F.

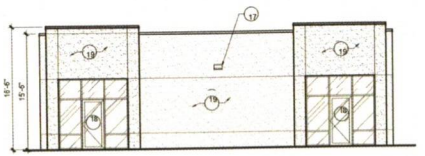
PARKING CALCULATIONS:

OFFICE BLDG.

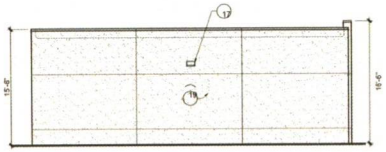
2,258.00 / 400 MAX = 6 PARKING SPACES REQUIRED.
2,258.00 / 576 MIN. = 4 PARKING SPACES REQUIRED.

H.C. PARKING SPACES REQUIRED = 1 PARKING SPACES
H.C. PARKING SPACES PROVIDED = 1 PARKING SPACES

7 PARKING SPACES PROVIDED.



2 EXTERIOR ELEVATION



3 EXTERIOR ELEVATION

KEYED NOTES:

1. EXISTING OVERHEAD ELECTRIC LINE.
2. EXISTING 6' HIGH ROCKWALL FENCE.
3. DUMPSTER AREA WITH 6' HIGH ENCLOSURE WALLS.
4. NEW CONCRETE FLUME.
5. EXISTING LIGHT POLE TO REMAIN.
6. EXISTING MANHOLE. TO REMAIN.
7. EXISTING POWER POLE TO REMAIN.
8. EXISTING FIRE HYDRANT TO REMAIN.
9. EXISTING WATER VALVE TO REMAIN.
10. NEW 6' HIGH ROCKWALL.
11. 5'-0" WIDE CONC. SIDEWALK.
12. 3 BICYCLES RACK UNIT.
13. 5' WIDE LANDSCAPED STRIP (ORDENANCE)
14. 6" CONCRETE CURB.
15. CONCRETE DRIVEWAY.
16. CONCRETE RAMP.
17. WALLPACK ELECTRICAL FIXTURE.
18. ALUMINUM STOREFRONT.
19. STUCCO FINISH.
20. MANDALE PINE TREES MIN. 5 FT. HEIGHT. SPACED 10' APART.
21. NEW LIGHT POLE.
22. ADDITIONAL PARKING TREE BY EXCEEDING PERKING SPACES NUMBER.

PROJECT ARCHITECT
WES GUNDERSEN
7704 GRAND CANYON PL.
EL PASO TEXAS 79912
PHONE 915 [illegible]

ALAMEDA OFFICES BUILDING
9237 ALAMEDA AVE.
EL PASO TEXAS 79907

DETAILED SITE DEVELOPMENT PLAN
ALAMEDA OFFICES BLDG.
9237 ALAMEDA AVE. EL PASO, TEXAS 79907

ORIGINAL JULY 25, 202[illegible]
REV. OCTOBER 23, 202[illegible]

REVISIONS

1	OCT. 10, 2023
2	OCT. 23, 2023
3	

ISSUE DATE : JULY 25, 2023

ISSUED FOR : **PERMIT**

COMMISSION NO. 23-100

SHEET NO.
A0.0R
OF XX

ZONING

9237 Alameda Avenue

City Plan Commission — November 16, 2023 SITE PLAN

CASE NUMBER:	**PZDS23-00037**
CASE MANAGER:	Nataly Nevarez, (915) 212-1644, NevarezKN@elpasotexas.gov
PROPERTY OWNER:	Bel-Bran Properties I, LLC
REPRESENTATIVE:	Tomas Gallegos
LOCATION:	9237 Alameda Avenue (District 7)
PROPERTY AREA:	0.29 acres
REQUEST:	Detailed Site Development Plan Approval per Ordinance No. 9864
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None as of November 9, 2023

SUMMARY OF REQUEST: The request is for approval of a Detailed Site Development Plan as required per Ordinance No. 9864, dated November 14, 1989, which requires City Plan Commission and City Council approval for development of a business and professional office on the subject property.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed use is permissible by right in a C-1/c (Commercial/conditions) zone 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. Furthermore, the development complies with the G3, Post War future land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

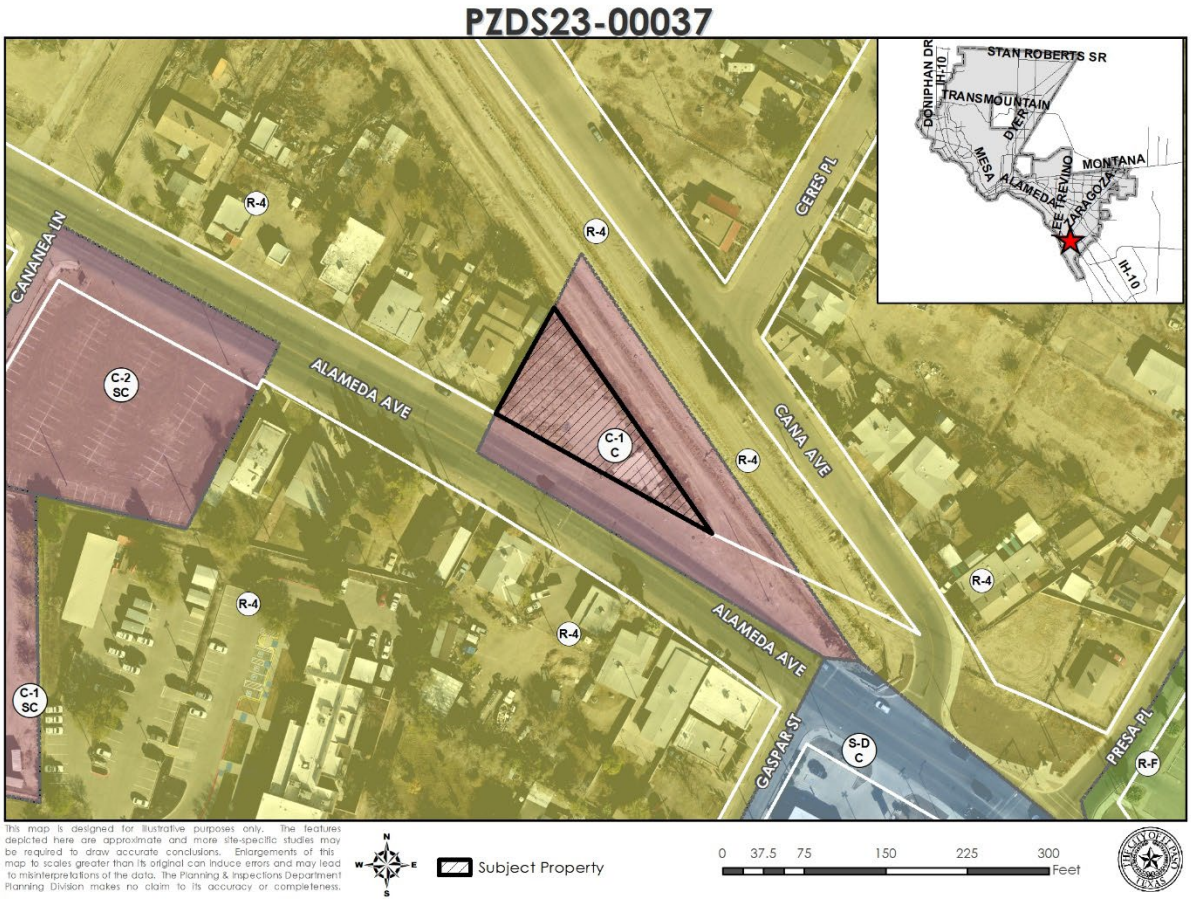


Figure A. Site Plan Superimposed on Aerial Imagery

DESCRIPTION OF REQUEST: The applicant is requesting approval of a Detailed Site Development Plan as required per Ordinance No. 9864, dated November 14, 1989 which requires City Plan Commission and City Council approval. The Detailed Site Development Plan contains a 0.29-acre parcel with a 2,258 square-foot office building with a maximum height of 16.6 feet. Parking and bicycle parking minimum requirements are met, with seven (7) and three (3) spaces respectively shown on the site plan. Access will be provided from Alameda Avenue.

PREVIOUS CASE HISTORY: On November 14, 1989, the subject property was rezoned from R-4 (Residential) to C-1 (Commercial) with conditions imposed via Ordinance No. 9864 (Attachment 3). Below are the applicable conditions:

1. Prior to the issuance of a certificate of occupancy, the property must be landscaped in the following manner:

A. A five-foot (5') wide landscaped strip must be provided along the entire front of the property line adjacent to Alameda Avenue, except for driveway openings. The landscape must consist of drought-tolerant vegetation and ground cover.

B. Mondale Pine Trees must be planted along the west property line adjacent to Lot 20, Block 2, Valumbrosa Addition. Each tree must be a minimum of five feet (5') in height at the time pf planting and spaced 10 feet (10') apart.

2. Prior to the issuance of a building permit a detailed site development plan must be reviewed by the Commission and approved by the Mayor and City Council.

Note: Conditions are being satisfied by this request.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development is consistent with surrounding residential establishments as the purpose of the C-1 (Commercial) zoning 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. To the north, south, east and west are single-family dwellings zoned R-4 (Residential). The nearest school is Presa Elementary School 0.26 miles away and the nearest park is Pavo Real Park which is 0.12 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. Per Ordinance No. 9864, dated November 14, 1989, the property owner must obtain Detailed Site Development Plan approval by the City Plan Commission and City Council prior to the issuance of any building permits.

COMPLIANCE WITH *THE ZONING ORDINANCE* – When evaluating whether a proposed Detailed Site Development Plan is in accordance with the Zoning Ordinance, consider following factors:	
Compatibility with Zoning Regulations: The zoning district permits the proposed use, and all applicable regulations are met **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 subject property will have a proposed use of business and professional office, which are permitted by right in the C-1 (Commercial) zone district.
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 subject property is not located within any Historic District nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the special permit.	None. There are no anticipated adverse impacts from the approval of the Detailed Site Development Plan request.
Natural Environment: Anticipated effects on the natural environment.	None. 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 is proposed from Alameda Avenue, which is designated as a major arterial per the City of El Paso's major Thoroughfare Plan (MTP) and are appropriate to serve the proposed development. The nearest bus stop is located approximately 0.62 miles from the subject property. The applicant is proposing to install a new 5-foot sidewalk along the front property line.

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

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

CITY PLAN COMMISSION OPTIONS:

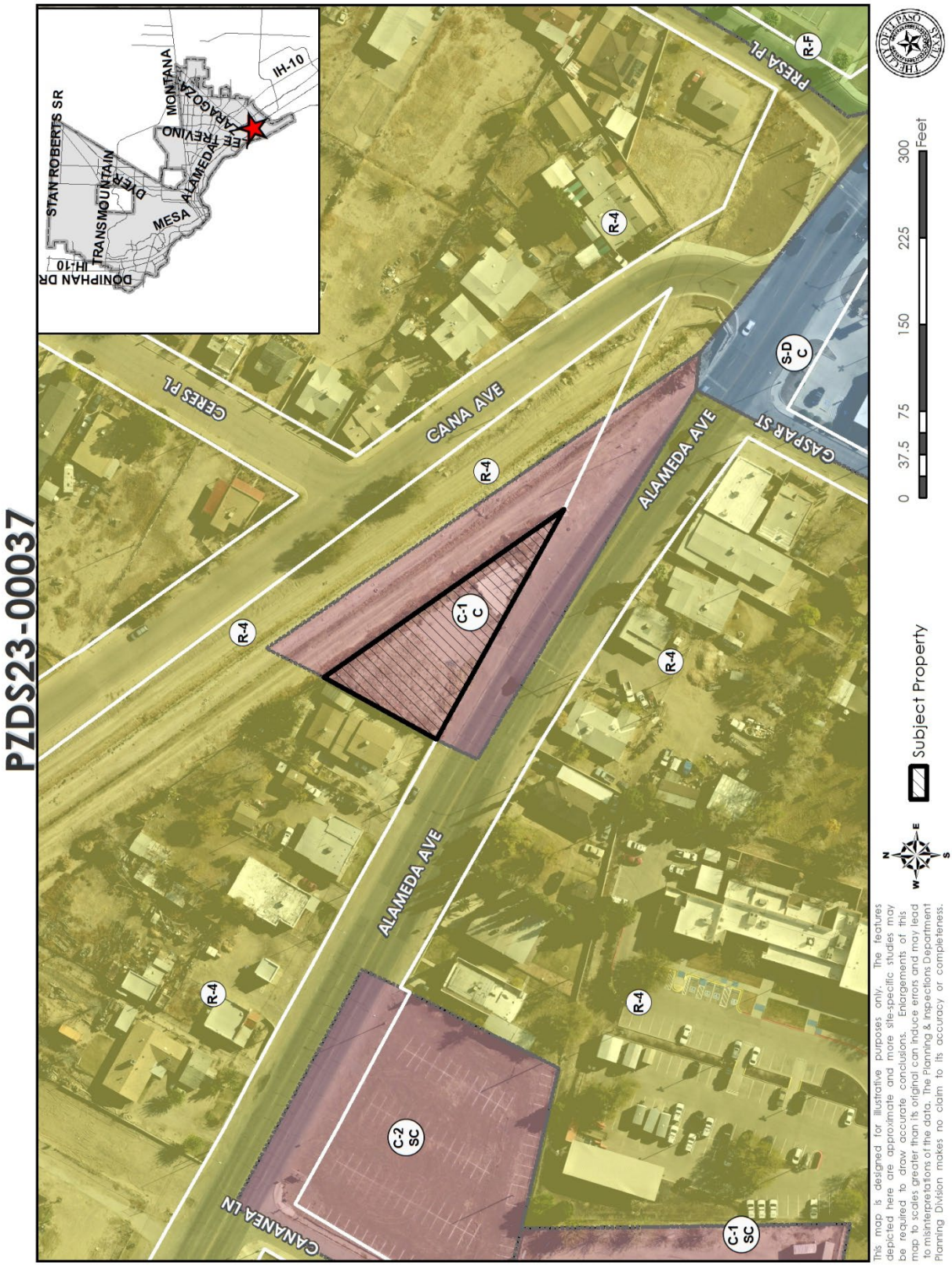
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

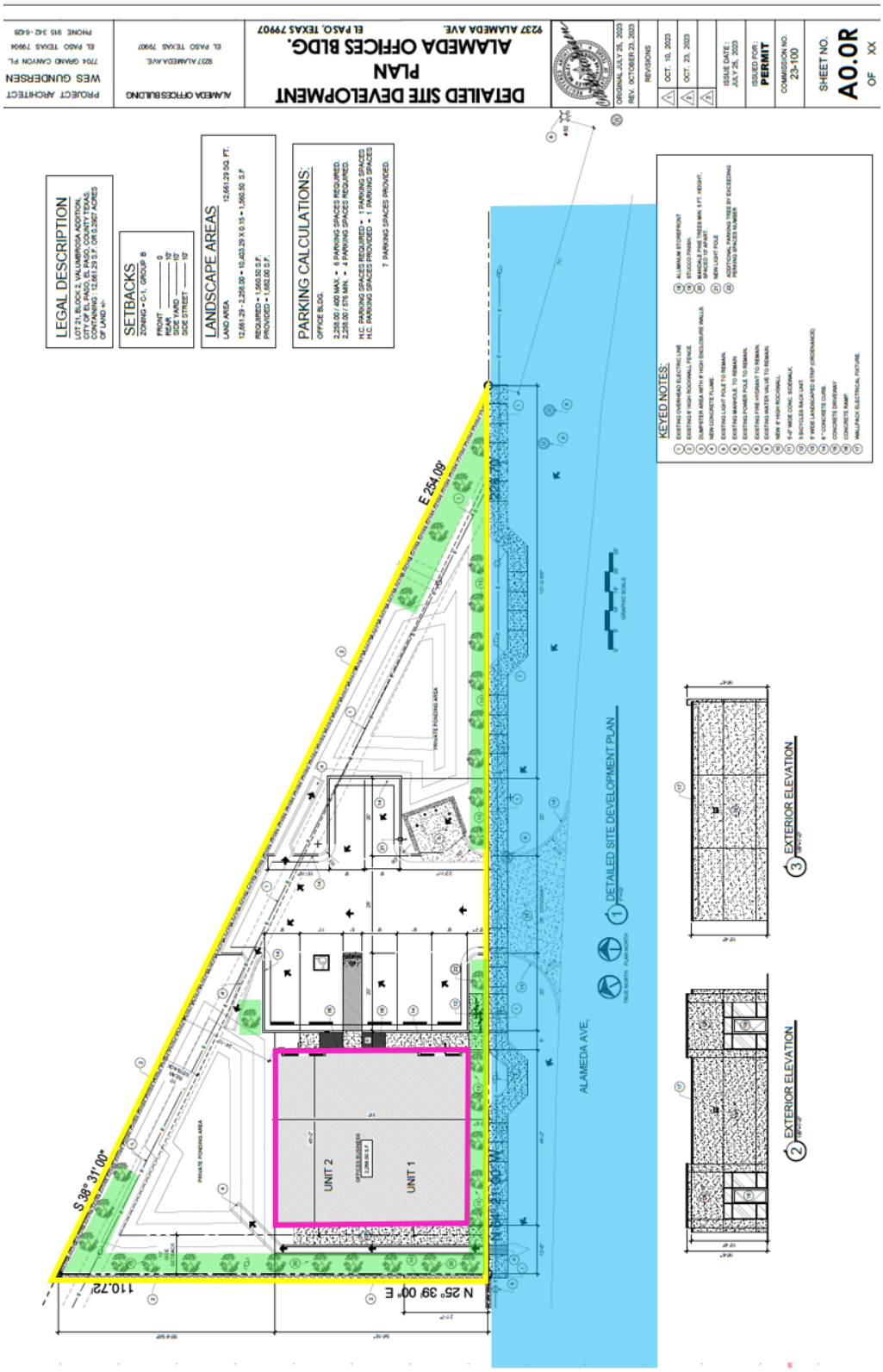
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Plan
3. Ordinance No. 9864
4. Department Comments

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

AN ORDINANCE CHANGING THE ZONING OF
ALL OF LOT 21, BLOCK 2, VALUMBROSA ADDITION,
AND IMPOSING CERTAIN CONDITIONS.
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 all of Lot 21, Block 2, Valumbrosa Addition, be changed from R-4 (Residential) to C-1 (Commercial) within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly; and

That the property be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning from R-4 (Residential) to C-1 (Commercial), in order to protect the health, safety and welfare of adjacent property owners and the residents of the city:

1. Prior to the issuance of a certificate of occupancy, the property must be landscaped in the following manner:

   A. A five-foot (5') wide landscaped strip must be provided along the entire front of the property line adjacent to Alameda Avenue, except for driveway openings. The landscape must consist of drought-tolerant vegetation and ground cover.

   B. Mondale Pine Trees must be planted along the west property line adjacent to Lot 20, Block 2, Valumbrosa Addition. Each tree must be a minimum of five feet (5') in

89-5492

height at the time of planting and spaced 10 feet (10') apart.

2. Prior to the issuance of a building permit a detailed site development plan must be reviewed by the Commission and approved by the Mayor and City Council.

These conditions run with the land, are a charge and servitude thereon, and bind the current property owner and any other successors in title. The City may enforce these conditions by injunction, by rescission of the zoning which is made appropriate as a result of these conditions, or by any other legal or equitable remedy. The City Council of the City of El Paso may amend or releaase the above conditions in its discretion without the consent of any third person who may be benefited thereby, and without affecting the validity of this ordinance.

PASSED AND APPROVED this day of 14th of November. 1989.

I certify that the zoning map has been revised to reflect the amendment of ordinance #9864
By [illegible] Date 14 NOV 89

ATTEST:

Carole Hunter
City Clerk

THE CITY OF EL PASO

[illegible]
Mayor

APPROVED AS TO FORM:

C. Gatamo
Assistant City Attorney

APPROVED AS TO CONTENT:

Ray Mulligan
Department of Planning, Research and Development

(ACKNOWLEDGEMENT CONTINUES ON FOLLOWING PAGE)

2

I CERTIFY THAT THE FOLLOWING ZONING MAPS HAVE BEEN REVISED: T.H/J.R
6-20-90 COUNTER
6-20-90 ORIGINAL
6-20-90 Bldg. Inspection
6-20-90 CONTROL
[illegible]

000864

89-5492

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 17th of day of November, 1989, by SUZANNE S. AZAR, as Mayor of the CITY OF EL PASO.

GLORIA T. ALVARADO
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 4-6-91

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

My Commission Expires:

ZNG8: 5492.89
CC:lcl
10/11/89

RECEIVED
NOV 30 1989
PLANNING DEPT.
LAND DEVELOPMENT

89-5497

ATTACHMENT 4

Planning and Inspections Department - Planning Division
Recommend approval.

Planning and Inspections Department – Plan Review & Landscaping Division
No adverse comments.

Planning and Inspections Department – Land Development
1. Provide a 5' concrete sidewalk abutting the property line.
2. Verify and provide 6ft rock wall from high side around the private ponds and on the border between the commercial and residential area.
3. The proposed ponding area for subdivision shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.

Note: Comments have been addressed.

Fire Department
Any additional process should be approved by the Fire Marshall Office.

Streets and Maintenance Department
1.Parking along building, follow the Van-Accessible parking standards
2. No TIA required

Note: Comments have been addressed.

El Paso Water
EPWater-PSB does not object to this request.

EPWU-PSB Comments
There is an existing 12-inch diameter water main that extends along Alameda Avenue, located approximately 30-feet south of the north right-of-way line. This main is available for service.

EPWater-PSB records indicate one (1) active ¾-inch domestic water meter serving the subject property. The service address for this meter is 9237 Alameda Avenue.
Previous water pressure reading from fire hydrant #00052, located on Alameda Ave. approximately 90-feet west of the intersection of Alameda Avenue & Gaspar Street, has yielded a static pressure of 100 (psi), a residual pressure of 80 (psi), and a discharge of 1,678 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device

Sanitary Sewer
There is an existing 8-inch diameter sanitary sewer main that extends along Alameda Avenue, located approximately 26-feet southeast of the northern right-of-way line. This main is available for service. It dead-ends approximately 133-feet from the southeast corner of the property.
There is an existing 8-inch diameter sanitary sewer main that extends along Alameda Avenue, located approximately 57-feet southeast of the northern property line. This main is available for service.

General

EPWater-PSB requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
No comments provided.

Texas Department of Transportation
Please have the requestor submit for a driveway permit with grading and drainage plans to TxDOT.

File #: 24-91, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Districts 1, 2, 3, 4, 6, 7, 8
Environmental Services Department, Nicholas Ybarra, (915) 212-6000

AGENDA LANGUAGE:

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

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

ATTACHMENT A

SOLID WASTE LIENS January 17, 2024

Address	Owner of Record	Amount	District
1291 SOUTHWESTERN DR	LEWIS SHERRY L	$329.00	1
1291 SOUTHWESTERN DR	LEWIS SHERRY L	$332.00	1
5013 RICO VALLES LN	EMPIRE HOMES REAL ESTATE	$871.00	1
6409 LOS ALTOS DR	CARRENO ERNESTO	$332.00	1
6409 LOS ALTOS DR	CARRENO ERNESTO	$346.50	1
PID #H453-999-0470-8200	URRUTIA RUBEN	$794.00	2
315 S CONCEPCION ST	GARCIA BRENDA Y	$333.50	2
315 S CONCEPCION ST	GARCIA BRENDA Y	$332.00	2
PID #D361-999-0070-8600	ROTH RON E	$334.00	2
4105 SUNRISE AVE	ROBINSON ALBERT S	$329.00	2
4105 SUNRISE AVE	ROBINSON ALBERT S	$332.00	2
4105 SUNRISE AVE	ROBINSON ALBERT S	$425.00	2
4301 LEEDS AVE	SANCHEZ FRANCISCO	$308.50	2
3015 WYOMING AVE	BIXLER ESTELA R	$364.00	2
311 FRANCIS ST	GALLEGOS ALBERT	$375.50	2
324 FRANCIS ST	BRIONES ROSA I	$337.00	2
324 FRANCIS ST	BRIONES ROSA I	$340.00	2
3015 WYOMING AVE	BIXLER ESTELA R	$383.00	2
7619 COROZAL DR	FERNANDEZ DAMIAN	$362.50	3
7219 NORTH LOOP DR	ESCOBAR ANTONIO R	$1,619.00	3
7217 NORTH LOOP DR	ESCOBAR ANTONIO R	$394.50	3
2210 CUMBRE NEGRA DR	HERNANDEZ ISIDRO C	$316.50	3

10532 SAIGON DR	SERRANO GUILLERMO III	$329.00	3
10413 APHRODITE DR	WILLIAMS ALLEN E & JANIE M	$592.00	4
10413 APHRODITE DR	WILLIAMS ALLEN E & JANIE M	$451.60	4
12078 HOSEA ST	PAIVA LUIS E	$358.50	6
1321 SUNNY SKY PL	CARTY MONSELL A & KATIA	$334.00	6
2321 LAKE VICTORIA DR	CONTRERAS ALFREDO V & E	$333.50	6
2804 SCHOONER DR	ORYALL ROBERT E & LOLA L	$284.00	6
1036 MACADAMIA CIR	WILSON GRERALDINE K & EMMA	$329.00	7
1036 MACADAMIA CIR	WILSON GRERALDINE K & EMMA	$400.00	7
1053 CHRISTY AVE	MARROQUIN VITALIA F	$356.50	7
325 MC CUNE RD	BARAY LEONEL & 1	$825.00	7
4212 WALLINGTON DR	SANICH RITA M & 2 (JTROS)	$365.00	8
4212 WALLINGTON DR	SANICH RITA M & 2 (JTROS)	$346.00	8
4212 WALLINGTON DR	SANICH RITA M & 2 (JTROS)	$319.50	8
4212 WALLINGTON DR	SANICH RITA M & 2 (JTROS)	$315.00	8
4212 WALLINGTON DR	SANICH RITA M & 2 (JTROS)	$678.25	8
3231 FINDLEY AVE	YANEZ ELFIDA	$475.25	8
3226 FRUTAS AVE	RIVERA MARGARITA F & MARCE	$363.00	8
3226 FRUTAS AVE	RIVERA MARGARITA F & MARCE	$339.00	8
5825 PARKMONT PL	GONNELL TYLER Y	$402.00	8
5825 PARKMONT PL	GONNELL TYLER Y	$479.00	8

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

AGENDA DATE: January 17, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicholas Ybarra, (915) 212-6000

DISTRICT(S) AFFECTED: 1, 2, 3, 4, 6, 7, 8

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

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

BACKGROUND / DISCUSSION:
N/A

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Nicholas H. Ybarra

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

Revised 04/09/2021

ATTACHMENT A

SOLID WASTE LIENS

January 17, 2024

Address	Owner of Record	Amount	District
1291 SOUTHWESTERN DR	LEWIS SHERRY L	$329.00	1
1291 SOUTHWESTERN DR	LEWIS SHERRY L	$332.00	1
5013 RICO VALLES LN	EMPIRE HOMES REAL ESTATE	$871.00	1
6409 LOS ALTOS DR	CARRENO ERNESTO	$332.00	1
6409 LOS ALTOS DR	CARRENO ERNESTO	$346.50	1
PID #H453-999-0470-8200	URRUTIA RUBEN	$794.00	2
315 S CONCEPCION ST	GARCIA BRENDA Y	$333.50	2
315 S CONCEPCION ST	GARCIA BRENDA Y	$332.00	2
PID #D361-999-0070-8600	ROTH RON E	$334.00	2
4105 SUNRISE AVE	ROBINSON ALBERT S	$329.00	2
4105 SUNRISE AVE	ROBINSON ALBERT S	$332.00	2
4105 SUNRISE AVE	ROBINSON ALBERT S	$425.00	2
4301 LEEDS AVE	SANCHEZ FRANCISCO	$308.50	2
3015 WYOMING AVE	BIXLER ESTELA R	$364.00	2
311 FRANCIS ST	GALLEGOS ALBERT	$375.50	2
324 FRANCIS ST	BRIONES ROSA I	$337.00	2
324 FRANCIS ST	BRIONES ROSA I	$340.00	2
3015 WYOMING AVE	BIXLER ESTELA R	$383.00	2
7619 COROZAL DR	FERNANDEZ DAMIAN	$362.50	3
7219 NORTH LOOP DR	ESCOBAR ANTONIO R	$1,619.00	3
7217 NORTH LOOP DR	ESCOBAR ANTONIO R	$394.50	3
2210 CUMBRE NEGRA DR	HERNANDEZ ISIDRO C	$316.50	3

10532 SAIGON DR	SERRANO GUILLERMO III	$329.00	3
10413 APHRODITE DR	WILLIAMS ALLEN E & JANIE M	$592.00	4
10413 APHRODITE DR	WILLIAMS ALLEN E & JANIE M	$451.60	4
12078 HOSEA ST	PAIVA LUIS E	$358.50	6
1321 SUNNY SKY PL	CARTY MONSELL A & KATIA	$334.00	6
2321 LAKE VICTORIA DR	CONTRERAS ALFREDO V & E	$333.50	6
2804 SCHOONER DR	ORYALL ROBERT E & LOLA L	$284.00	6
1036 MACADAMIA CIR	WILSON GRERALDINE K & EMMA	$329.00	7
1036 MACADAMIA CIR	WILSON GRERALDINE K & EMMA	$400.00	7
1053 CHRISTY AVE	MARROQUIN VITALIA F	$356.50	7
325 MC CUNE RD	BARAY LEONEL & 1	$825.00	7
4212 WALLINGTON DR	SANICH RITA M & 2 (JTROS)	$365.00	8
4212 WALLINGTON DR	SANICH RITA M & 2 (JTROS)	$346.00	8
4212 WALLINGTON DR	SANICH RITA M & 2 (JTROS)	$319.50	8
4212 WALLINGTON DR	SANICH RITA M & 2 (JTROS)	$315.00	8
4212 WALLINGTON DR	SANICH RITA M & 2 (JTROS)	$678.25	8
3231 FINDLEY AVE	YANEZ ELFIDA	$475.25	8
3226 FRUTAS AVE	RIVERA MARGARITA F & MARCE	$363.00	8
3226 FRUTAS AVE	RIVERA MARGARITA F & MARCE	$339.00	8
5825 PARKMONT PL	GONNELL TYLER Y	$402.00	8
5825 PARKMONT PL	GONNELL TYLER Y	$479.00	8

RESOLUTION

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

> 1291 Southwestern Dr, more particularly described as Lot 25 (7227 Sq Ft), Block 2, Scenic Heights Subdivision, City of El Paso, El Paso County, Texas, PID #S171-999-0020-4900

to be $329.00, 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 May, 2019, 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 NINE AND 00/100 DOLLARS ($329.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20____.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

> 1291 Southwestern Dr, more particularly described as Lot 25 (7227 Sq Ft), Block 2, Scenic Heights Subdivision, City of El Paso, El Paso County, Texas, PID #S171-999-0020-4900

to be $332.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of February, 2018, 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 TWO AND 00/100 DOLLARS ($332.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, EMPIRE HOMES REAL ESTATE, 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:

> 5013 Rico Valles Ln, more particularly described as Lot 5 (10026.01 Sq Ft), Block 1, Jardines Del Valle Subdivision, City of El Paso, El Paso County, Texas, PID #J188-999-0010-0500

to be $871.00, 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 January, 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 SEVENTY ONE AND 00/100 DOLLARS ($871.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

> 6409 Los Altos Dr, more particularly described as Lot 7 (8922 Sq Ft), Block 20, Chaparral Park #4 Subdivision, City of El Paso, El Paso County, Texas, PID #C340-999-0200-1300

to be $332.00, 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, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY TWO AND 00/100 DOLLARS ($332.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

> 6409 Los Altos Dr, more particularly described as Lot 7 (8922 Sq Ft), Block 20, Chaparral Park #4 Subdivision, City of El Paso, El Paso County, Texas, PID #C340-999-0200-1300

to be $346.50, 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 May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SIX AND 50/100 DOLLARS ($346.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

> Lot 22 & w 20 Ft Of 21 & E 5 Ft Of 23 (6000 Sq Ft), Block 47,
> Highland Park Subdivision, City of El Paso, El Paso County, Texas,
> PID #H453-999-0470-8200

to be $794.00, 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 November, 2022, 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 NINETY FOUR AND 00/100 DOLLARS ($794.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

> 315 S Concepcion St, more particularly described as Lots 53 & 54 (7750.00 Sq Ft), Block 10, Val Verde Subdivision, City of El Paso, El Paso County, Texas, PID #V088-999-0100-5700

to be $333.50, 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 25th day of January, 2019, 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 50/100 DOLLARS ($333.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

> 315 S Concepcion St, more particularly described as Lots 53 & 54 (7750.00 Sq Ft), Block 10, Val Verde Subdivision, City of El Paso, El Paso County, Texas, PID #V088-999-0100-5700

to be $332.00, 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 June, 2019, 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 TWO AND 00/100 DOLLARS ($332.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

W 95 Ft Of E 145 Ft Of 4, Block 7, Del Norte Acres Subdivision,
City of El Paso, El Paso County, Texas, PID #D361-999-0070-8600

to be $334.00, 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 November, 2022, 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 FOUR AND 00/100 DOLLARS ($334.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 4105 Sunrise Ave, more particularly described as Lot 7 (6000 Sq Ft), Block 5, Desert Hills Subdivision, City of El Paso, El Paso County, Texas, PID #D444-999-0050-3100

to be $329.00, 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 August, 2019, 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 NINE AND 00/100 DOLLARS ($329.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 4105 Sunrise Ave, more particularly described as Lot 7 (6000 Sq Ft), Block 5, Desert Hills Subdivision, City of El Paso, El Paso County, Texas, PID #D444-999-0050-3100

to be $332.00, 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 December, 2018, 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 TWO AND 00/100 DOLLARS ($332.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 4105 Sunrise Ave, more particularly described as Lot 7 (6000 Sq Ft), Block 5, Desert Hills Subdivision, City of El Paso, El Paso County, Texas, PID #D444-999-0050-3100

to be $425.00, 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 March, 2018, 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 FIVE AND 00/100 DOLLARS ($425.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

> 4301 Leeds Ave, more particularly described as Lots 15 & 16, Block 12, Mesa Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M329-999-0120-4300

to be $308.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of April, 2017, 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 50/100 DOLLARS ($308.50) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 3015 Wyoming Ave, more particularly described as Lot 8 & E 5 Ft Of 7 & W 10 Ft Of 9 (5600 Sq Ft), Block 79, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0790-2100

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 7Th day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY THREE AND 00/100 DOLLARS ($383.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

> 311 Francis St, more particularly described as Lots 8 & 9, Block 6, Pasadena Subdivision, City of El Paso, El Paso County, Texas, PID #P573-999-0060-2900

to be $375.50, 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 5th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY FIVE AND 50/100 DOLLARS ($375.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 324 Francis St, more particularly described as Lot 15 & S 5 Ft Of 14 & N 10 Ft Of 16, Block 5, Pasadena Subdivision, City of El Paso, El Paso County, Texas, PID #P573-999-0050-1600

to be $337.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SEVEN AND 00/100 DOLLARS ($337.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 324 Francis St, more particularly described as Lot 15 & S 5 Ft Of 14 & N 10 Ft Of 16, Block 5, Pasadena Subdivision, City of El Paso, El Paso County, Texas, PID #P573-999-0050-1600

to be $340.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY AND 00/100 DOLLARS ($340.00) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 3015 Wyoming Ave, more particularly described as Lot 8 & E 5 Ft Of 7 & W 10 Ft Of 9 (5600 Sq Ft), Block 79, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0790-2100

to be $364.00, 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 February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY FOUR AND 00/100 DOLLARS ($364.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__ by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FERNANDEZ DAMIAN, 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 Corozal Dr, more particularly described as Lot 34 (10780 Sq Ft), Block 40, Hacienda Heights #5 Subdivision, City of El Paso, El Paso County, Texas, PID #H012-999-0400-6700

to be $362.50, 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 November, 2022, 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 TWO AND 50/100 DOLLARS ($362.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 7219 North Loop Dr, more particularly described as Tr 32 (Homesite) (0.25 Ac), Palmdale Acres Subdivision, City of El Paso, El Paso County, Texas, PID #P174-999-0010-5100

to be $1619.00, 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 January, 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 SIX HUNDRED NINETEEN AND 00/100 DOLLARS ($1619.00) to be a lien on the above described property, said amount being due and

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 7217 North Loop Dr, more particularly described as Tr 33 (1.00 Ac), Palmdale Acres Subdivision, City of El Paso, El Paso County, Texas, PID #P174-999-0010-5600

to be $394.50, 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 18th day of January, 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 FOUR AND 50/100 DOLLARS ($394.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 2210 Cumbre Negra Dr, more particularly described as N 43.94 Ft Of 4, Block 42, Vista Del Sol #4 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-0420-0700

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 8th day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED 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.

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 10532 Saigon Dr, more particularly described as Lot 4 (7577 Sq Ft), Block 6, Parkwood Subdivision, City of El Paso, El Paso County, Texas, PID #P481-999-0060-0700

to be $329.00, 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 February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY NINE AND 00/100 DOLLARS ($329.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WILLIAMS ALLEN E & JANIE 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:

> 10413 Aphrodite Dr, more particularly described as Lot 17 (6375 Sq Ft), Block 9, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0090-3300

to be $592.00, 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 February, 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 NINETY TWO AND 00/100 DOLLARS ($592.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WILLIAMS ALLEN E & JANIE 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:

> 10413 Aphrodite Dr, more particularly described as Lot 17 (6375 Sq Ft), Block 9, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0090-3300

to be $451.60, 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 April, 2022, 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 ONE AND 60/100 DOLLARS ($451.60) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

> 12078 Hosea St, more particularly described as Lot 22 (4441.00 Sq Ft), Block 1, Pueblo Montana #2 Subdivision, City of El Paso, El Paso County, Texas, PID #P915-999-0010-2200

to be $358.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of November, 2022, 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 EIGHT AND 50/100 DOLLARS ($358.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CARTY MONSELL A & KATIA, 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:

> 1321 Sunny Sky Pl, more particularly described as Lot 9 (5574.00 Sq Ft), Block 22, Mesquite Trails #5 Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #M403-999-0220-0900

to be $334.00, 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 February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY FOUR AND 00/100 DOLLARS ($334.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, 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 $333.50, 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 25th day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 50/100 DOLLARS ($333.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ORYALL ROBERT E & LOLA 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:

> 2804 Schooner Dr, more particularly described as Lot 2, Block 6, East Glen Subdivision, City of El Paso, El Paso County, Texas, PID #E054-999-0060-0300

to be $284.00, 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 February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED EIGHTY FOUR AND 00/100 DOLLARS ($284.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WILSON GERALDINE K & EMMA, 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:

> 1036 Macadamia Cir, more particularly described as Lot 16, Block 13, Pecan Grove #2 Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #P656-999-0130-1600

to be $329.00, 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 January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY NINE AND 00/100 DOLLARS ($329.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WILSON GERALDINE K & EMMA, 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:

> 1036 Macadamia Cir, more particularly described as Lot 16, Block 13, Pecan Grove #2 Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #P656-999-0130-1600

to be $400.00, 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 July, 2019, 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 AND 00/100 DOLLARS ($400.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 1053 Christy Ave, more particularly described as Lot 14 (5650 Sq Ft), Block 3, Alto Terrace 2nd Replat Subdivision, City of El Paso, El Paso County, Texas, PID #A496-999-0030-2700

to be $356.50, 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 May, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY SIX AND 50/100 DOLLARS ($356.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 325 Mc Cune Rd, more particularly described as Lot 36 (0.469 Ac), Block 2, North Loop Gardens #2 Subdivision, City of El Paso, El Paso County, Texas, PID #N446-999-0020-7700

to be $825.00, 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 June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED TWENTY FIVE AND 00/100 DOLLARS ($825.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANICH RITA M & 2 (JTROS), 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:

> 4212 Wallington Dr, more particularly described as Lot 15 & E 7.5 Ft Of 14 (8795 Sq Ft), Block 11, Piedmont Hills Replat Subdivision, City of El Paso, El Paso County, Texas, PID #P783-999-0110-4000

to be $365.00, 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 September, 2018, 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 FIVE AND 00/100 DOLLARS ($365.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANICH RITA M & 2 (JTROS), 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:

> 4212 Wallington Dr, more particularly described as Lot 15 & E 7.5 Ft Of 14 (8795 Sq Ft), Block 11, Piedmont Hills Replat Subdivision, City of El Paso, El Paso County, Texas, PID #P783-999-0110-4000

to be $346.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of May, 2018, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SIX AND 00/100 DOLLARS ($346.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANICH RITA M & 2 (JTROS), 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:

> 4212 Wallington Dr, more particularly described as Lot 15 & E 7.5 Ft Of 14 (8795 Sq Ft), Block 11, Piedmont Hills Replat Subdivision, City of El Paso, El Paso County, Texas, PID #P783-999-0110-4000

to be $319.50, 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, 2019, 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 NINETEEN AND 50/100 DOLLARS ($319.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANICH RITA M & 2 (JTROS), 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:

> 4212 Wallington Dr, more particularly described as Lot 15 & E 7.5 Ft Of 14 (8795 Sq Ft), Block 11, Piedmont Hills Replat Subdivision, City of El Paso, El Paso County, Texas, PID #P783-999-0110-4000

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 30th day of July, 2019, 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.

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANICH RITA M & 2 (JTROS), 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:

> 4212 Wallington Dr, more particularly described as Lot 15 & E 7.5 Ft Of 14 (8795 Sq Ft), Block 11, Piedmont Hills Replat Subdivision, City of El Paso, El Paso County, Texas, PID #P783-999-0110-4000

to be $678.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of September, 2017, 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 SEVENTY EIGHT AND 25/100 DOLLARS ($678.25) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

> 3231 Findley Ave, more particularly described as Lot 16 & E 1/2 Of 15 (Homesite) (3000 Sq Ft), Block M, Payne Subdivision, City of El Paso, El Paso County, Texas, PID #P652-999-000M-5100

to be $475.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of December, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SEVENTY FIVE AND 25/100 DOLLARS ($475.25) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20__.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

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

to be $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 30th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY 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.

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

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

to be $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 11th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY NINE AND 00/100 DOLLARS ($339.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GONNELL TYLER Y, 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:

> 5825 Parkmont Pl, more particularly described as Lot 20 (16633 Sq Ft), Block 5, Crestmont Hills Subdivision, City of El Paso, El Paso County, Texas, PID #C942-999-0050-2000

to be $402.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWO AND 00/100 DOLLARS ($402.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GONNELL TYLER Y, 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:

> 5825 Parkmont Pl, more particularly described as Lot 20 (16633 Sq Ft), Block 5, Crestmont Hills Subdivision, City of El Paso, El Paso County, Texas, PID #C942-999-0050-2000

to be $479.00, 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 March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SEVENTY NINE AND 00/100 DOLLARS ($479.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

File #: 24-118, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Matthew Behrens to the Regional Renewable Energy Advisory Council by Representative Chris Canales, District 8.

Board Appointment Form

City Clerk's Office

Appointing Office	Representative Chris Canales, District 8
Agenda Placement	Consent
Date of Council Meeting	January 17, 2024
Name of Board	Regional Renewable Energy Advisory Council

Agenda Posting Language

Appointment of Matthew Behrens to the Regional Renewable Energy Advisory Council by Representative Chris Canales, District 8.

Appointment Type	Regular

Member Qualifications

Matthew Behrens has extensive experience in negotiating and implementing renewable energy projects and proven track record in strategic planning within the energy sector. His community involvement and board memberships further highlight his commitment to the region's sustainable energy goals.

Nominee Name	Matthew K Behrens
Nominiee Date of Birth	[redacted]
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 8
City Employed Relatives	N/A

Prior Board Membership

N/A

Real estate owned in El Paso County

[redacted]

Previous Appointee	Miguel Fraga
Reason for Vacancy	Term Expired
Date of Appointment	01/17/24
Term Start Date	03/03/23
Term End Date	03/03/25
Term	First Term

Matthew K. Behrens

[redacted]

EXPERIENCE

Partner, Kemp Smith LLP
April 2023 – Present (El Paso, Texas)

- **M&A and Entity Formation:** Negotiate and draft stock and asset purchase agreements as well as conducting necessary due diligence and drafting ancillary agreements. Draft operating, company, and partnership agreements for various client ventures as well as policies and other governing documents.
- **Renewable Energy**: Negotiate and draft engineering, procurement, and construction contracts and purchased power agreements for utility-scale renewable and battery energy storage systems. Provide guidance on state regulatory matters concerning distributed energy resources and general electric utility maters.
- **Contract Drafting and Negotiation:** Negotiate and draft miscellaneous contracts including purchase agreements, confidentiality agreements, real estate agreements, and software and SaaS agreements.
- **Tax Consulting:** Develop tax strategies to limit federal and state impacts and represent clients in federal and state tax audits.

Director of Energy Solutions, El Paso Electric Company
October 2021 – April 2023 (El Paso, Texas)

- **Renewable Strategy:** Spearheaded strategies to increase renewable energy and incorporate distributed energy resources and electric onto the Company's grid. Participated in rulemakings related to distributed energy resources and analyzed and revised proposed legislation related to the same.
- **Strategic Partnerships:** Established strategic partnerships to develop tailored energy solutions for commercial, municipal, and military customers. Developed relationships with distributed energy resource and renewable development companies.
- **Contract Negotiation:** Negotiated engineering, procurement, and construction (EPC) agreements, purchased power agreements (PPA), operations and maintenance (O&M) agreements real estate agreements, and construction development agreements.
- **RFP Management:** Drafted and reviewed requests for proposals (RFP) for EPC contractors.

Senior Attorney, El Paso Electric Company
September 2017 – October 2021 (El Paso, Texas)

- **Regulatory Affairs:** Oversaw filings before the Public Utility Commission of Texas and assisted with filings before the New Mexico Public Regulation Commission. Successfully obtained regulatory approval for generation and transmission projects, acquisition of the company, rate cases, and various special rates, tariffs, and riders. Reviewed SEC and FERC Form 1 filings related to state regulatory matters.

- **Legislative Affairs:** Provided legislative support to the government affairs department, including drafting and reviewing proposed legislation, participating in rulemakings, and drafting and reviewing letters to government officials.
- **Contracting:** Drafted and negotiated special rate contracts, EPC agreements, O&M agreements, PPAs for renewable projects, energy purchase agreements, NAESB agreements, confidentiality agreements, easements, rights of way, franchise agreements, joint venture agreements, and professional services agreements.

Assistant General Counsel, El Paso Water Utilities
July 2015 – September 2017 (El Paso, Texas)

- **Contracting:** Negotiated and drafted construction and front-end agreements for the construction and repair of wastewater and water treatment facilities. Negotiated and drafted development agreements and water and wastewater service agreements with neighboring municipalities.
- **RFP and Purchasing:** Drafted and reviewed requests for proposals for purchasing and construction projects. Provided guidance on various bidding methodologies and exceptions.
- **Legal Compliance:** Oversaw compliance with the Texas Public Information Act. Provided guidance to executive team on compliance with Texas Open Meetings Act and ensured appropriate adherence to notice rules.

Senior Project Manager, El Paso Electric Company
November 2014 – July 2015 (El Paso, Texas)

- **Contract Negotiation:** Negotiated contracts for utility-scale solar facilities including engineering, purchase, and construction contracts; real estate agreements, and operations and maintenance contracts.
- **Regulatory Filings:** Developed testimony for regulatory filings and monitored renewable energy trends.
- **RFP Management:** Drafted and reviewed requests for proposals and reviewed bids.

Assistant City Attorney, City of El Paso, Texas
November 2012 – November 2014 (El Paso, Texas)

- **Economic Development:** Oversaw legal matters for Economic Development Department and negotiated and drafted tax abatement agreements, real estate contracts, procurement contracts, development agreements, and public private partnership agreements.
- **Elections and Budget:** Provided legal guidance for matters related to elections and budget. Drafted and reviewed the legally required resolutions and notices.
- **Utility Regulation:** Oversaw and advised on filings related to gas and electric utilities.

Tax Director, Hunt Companies
December 2009 – November 2012 (El Paso, Texas)

- **Tax Preparation and Research:** Oversaw the preparation of state tax returns for over 50 entities in 35 states. Conducted legal research on federal and state tax matters.
- **Audit:** Prepared state tax footnote for the company's financial statement.
- **Contract Review**: Reviewed operating and partnership agreements for low-income housing tax credit projects and other development projects.

Senior Tax Consultant, Deloitte Tax, LLP
September 2001 – July 2006 (Houston, Texas)

- **Tax Returns:** Prepared federal and state tax returns primarily for oil and gas and utility clients.
- **Audit:** Prepared and reviewed tax footnotes for publicly traded and privately held companies as well as Sarbanes-Oxley audits of tax preparation controls.
- **Consulting:** Conducted research and provided analysis for miscellaneous tax issues presented by clients and assisted with IRS audits.

EDUCATION

- **Juris Doctor**, Temple University Beasley School of Law, May 2009
- **Master's in Professional Accounting** and **Bachelor of Business Administration**, University of Texas at Austin, January 2002 (Professional Path in Accounting Program)

BOARD MEMBERSHIPS

- **evolve Federal Credit Union**, May 2015 – Present
- **Creative Kids**, February 2022 – Present
- **KCOS-TV**, April 2015 – June 2021

Matthew K. Behrens

221 N. Kansas St., Ste. 1700, El Paso, Texas 79901 | 915-546-5361 |
matthew.behrens@kempsmith.com | https://www.linkedin.com/in/matthew-behrens-99a17826/

EXPERIENCE

Partner, Kemp Smith LLP
April 2023 – Present (El Paso, Texas)

- **M&A and Entity Formation:** Negotiate and draft stock and asset purchase agreements as well as conducting necessary due diligence and drafting ancillary agreements. Draft operating, company, and partnership agreements for various client ventures as well as policies and other governing documents.
- **Renewable Energy**: Negotiate and draft engineering, procurement, and construction contracts and purchased power agreements for utility-scale renewable and battery energy storage systems. Provide guidance on state regulatory matters concerning distributed energy resources and general electric utility maters.
- **Contract Drafting and Negotiation:** Negotiate and draft miscellaneous contracts including purchase agreements, confidentiality agreements, real estate agreements, and software and SaaS agreements.
- **Tax Consulting:** Develop tax strategies to limit federal and state impacts and represent clients in federal and state tax audits.

Director of Energy Solutions, El Paso Electric Company
October 2021 – April 2023 (El Paso, Texas)

- **Renewable Strategy:** Spearheaded strategies to increase renewable energy and incorporate distributed energy resources and electric onto the Company's grid. Participated in rulemakings related to distributed energy resources and analyzed and revised proposed legislation related to the same.
- **Strategic Partnerships:** Established strategic partnerships to develop tailored energy solutions for commercial, municipal, and military customers. Developed relationships with distributed energy resource and renewable development companies.
- **Contract Negotiation:** Negotiated engineering, procurement, and construction (EPC) agreements, purchased power agreements (PPA), operations and maintenance (O&M) agreements real estate agreements, and construction development agreements.
- **RFP Management:** Drafted and reviewed requests for proposals (RFP) for EPC contractors.

Senior Attorney, El Paso Electric Company
September 2017 – October 2021 (El Paso, Texas)

- **Regulatory Affairs:** Oversaw filings before the Public Utility Commission of Texas and assisted with filings before the New Mexico Public Regulation Commission. Successfully obtained regulatory approval for generation and transmission projects, acquisition of the company, rate cases, and various special rates, tariffs, and riders. Reviewed SEC and FERC Form 1 filings related to state regulatory matters.

- **Legislative Affairs:** Provided legislative support to the government affairs department, including drafting and reviewing proposed legislation, participating in rulemakings, and drafting and reviewing letters to government officials.
- **Contracting:** Drafted and negotiated special rate contracts, EPC agreements, O&M agreements, PPAs for renewable projects, energy purchase agreements, NAESB agreements, confidentiality agreements, easements, rights of way, franchise agreements, joint venture agreements, and professional services agreements.

Assistant General Counsel, El Paso Water Utilities
July 2015 – September 2017 (El Paso, Texas)

- **Contracting:** Negotiated and drafted construction and front-end agreements for the construction and repair of wastewater and water treatment facilities. Negotiated and drafted development agreements and water and wastewater service agreements with neighboring municipalities.
- **RFP and Purchasing:** Drafted and reviewed requests for proposals for purchasing and construction projects. Provided guidance on various bidding methodologies and exceptions.
- **Legal Compliance:** Oversaw compliance with the Texas Public Information Act. Provided guidance to executive team on compliance with Texas Open Meetings Act and ensured appropriate adherence to notice rules.

Senior Project Manager, El Paso Electric Company
November 2014 – July 2015 (El Paso, Texas)

- **Contract Negotiation:** Negotiated contracts for utility-scale solar facilities including engineering, purchase, and construction contracts; real estate agreements, and operations and maintenance contracts.
- **Regulatory Filings:** Developed testimony for regulatory filings and monitored renewable energy trends.
- **RFP Management:** Drafted and reviewed requests for proposals and reviewed bids.

Assistant City Attorney, City of El Paso, Texas
November 2012 – November 2014 (El Paso, Texas)

- **Economic Development:** Oversaw legal matters for Economic Development Department and negotiated and drafted tax abatement agreements, real estate contracts, procurement contracts, development agreements, and public private partnership agreements.
- **Elections and Budget:** Provided legal guidance for matters related to elections and budget. Drafted and reviewed the legally required resolutions and notices.
- **Utility Regulation:** Oversaw and advised on filings related to gas and electric utilities.

Tax Director, Hunt Companies
December 2009 – November 2012 (El Paso, Texas)

- **Tax Preparation and Research:** Oversaw the preparation of state tax returns for over 50 entities in 35 states. Conducted legal research on federal and state tax matters.
- **Audit:** Prepared state tax footnote for the company's financial statement.
- **Contract Review**: Reviewed operating and partnership agreements for low-income housing tax credit projects and other development projects.

Senior Tax Consultant, Deloitte Tax, LLP
September 2001 – July 2006 (Houston, Texas)

- **Tax Returns:** Prepared federal and state tax returns primarily for oil and gas and utility clients.
- **Audit:** Prepared and reviewed tax footnotes for publicly traded and privately held companies as well as Sarbanes-Oxley audits of tax preparation controls.
- **Consulting:** Conducted research and provided analysis for miscellaneous tax issues presented by clients and assisted with IRS audits.

EDUCATION

- **Juris Doctor**, Temple University Beasley School of Law, May 2009
- **Master's in Professional Accounting** and **Bachelor of Business Administration**, University of Texas at Austin, January 2002 (Professional Path in Accounting Program)

BOARD MEMBERSHIPS

- **evolve Federal Credit Union**, May 2015 – Present
- **Creative Kids**, February 2022 – Present
- **KCOS-TV**, April 2015 – June 2021

File #: 24-125, **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 Isabel Salcido, (915) 212-0005

AGENDA LANGUAGE:

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

Stefanie Anderson to the Regional Renewable Energy Advisory Council by Representative Isabel Salcido, District 5.

Board Appointment Form

City Clerk's Office

Appointing Office	Representative Isabel Salcido, District 5
Agenda Placement	Regular
Date of Council Meeting	January 17, 2024
Name of Board	Regional Renewable Energy Advisory Council

Agenda Posting Language

Appointment of Stefanie Anderson to the Regional Renewable Energy Advisory Council by Representative Isabel Salcido, District 5

Appointment Type	Regular

Member Qualifications

Stefanie Anderson community involvement and board memberships further highlight his commitment to the region's sustainable energy goals and the skill of Ideas, brainstorming and teamwork. See resume

Nominee Name	Stefanie Anderson
Nominiee Date of Birth	[redacted]
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	[redacted]
City Employed Relatives	N/A

Prior Board Membership

N/A

Real estate owned in El Paso County

[redacted]

Previous Appointee	Joshua Simmons
Reason for Vacancy	Term Expired
Date of Appointment	01/17/24
Term Start Date	03/03/23
Term End Date	03/03/25
Term	First Term

STEFANIE ANDERSON

OBJECTIVE

I would appreciate the opportunity to utilize my experience, knowledge & skills and serve El Paso by obtaining a seat on the Regional Renewable Energy Advisory Council.

EXPERIENCE

REALTOR® CENTURY21 THE EDGE; EL PASO TX 2014 - PRESENT

Educate home buyers on the home buying process, from the structure of a mortgage payment, basics of financing, property taxes, home inspections, timelines, home equity, etc

Advise home sellers on the home selling and the listing process, from property condition, marketability, marketing tactics , pricing, negotiating offers, etc

Study contracts & market statistics; negotiate contract terms; in the past 5 years closed 95 real estate transactions amounting to over $18mm in sales

Collaborate with and continue to build a network that includes hundreds of Greater El Paso Assoc. of REALTORS® and its affiliates

I support and continue to invested in Texas REALTOR® Political Action Committee, an organization committed to promote home ownership, protect real property rights and increase political awareness

Currently serving on The Governmental Affairs Committee at Greater El Paso Assoc. of REALTORS®

TEXAS NOTARY PUBLIC 2021 - PRESENT

Screen singers of important documents, witness oaths, affirmations and verify signer identity

SKILLS

- Able to navigate different software, hardware, websites and online platforms
- Consistently read, attend trainings & meetings to stay updated & informed
- Keep my schedule, contacts, files, and obligations well organized
- By nature a people person, an extrovert, comfortable meeting and engaging new faces
- An effective negotiator & advocate yet open to ideas, brainstorming, and teamwork
- Adhere to a very strong Code of Ethics and Standards of Practice

AWARDS

Quality Service Pinnacle Producer - over six consecutive years running

[redacted]

File #: 24-97, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

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

ATTACHMENT B

TAX REFUNDS
January 17, 2024

1. Elizabeth Nunez, in the amount of $3,283.63 made an overpayment on December 19, 2023 of 2023 taxes.
   (Geo. #R530-000-0130-440)

2. David Vazquez, in the amount of $5,238.37 made an overpayment on October 19, 2023 of 2023 taxes.
   (Geo. #V893-999-5170-1200)

Laura D. Prine
City Clerk

Sheryl R. Mack for Maria O. Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector

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

AGENDA DATE: January 17, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.

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

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

Approve property tax overpayment refunds greater than $2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Tax Office
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Sheryl R. Mack for Maria O. Pasillas

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

Revised 04/09/2021

TAX REFUNDS
January 17, 2024

1. Elizabeth Nunez, in the amount of $3,283.63 made an overpayment on December 19, 2023 of 2023 taxes.
   (Geo. #R530-000-0130-440)

2. David Vazquez, in the amount of $5,238.37 made an overpayment on October 19, 2023 of 2023 taxes.
   (Geo. #V893-999-5170-1200)

Laura D. Prine
City Clerk

Sheryl R. Mack for Maria O. Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector

CITY TAX OFFICE
DEC 28 2023

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901
PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

Geo No.	Prop ID
R530-000-0130-4400	669310

Legal Description of the Property
BLK 13 RIO BRAVO #2 LOT 44

13847 ALAMITO CREEK AVE 79836

OWNER: MURO CASSANDRA

ELIZABETH NUNEZ
P.O. BOX 2894
FABENS , TX 79838

OP
+2500

2023 OVERAGE AMOUNT $3,283.63

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 10: CLINT ISD, 12: TOWN OF CLINT, 25: LWR VALLEY WTR DISTRICT, 27: EMERG. SERVICES DIST. #2

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient.
Show information for whomever will be receiving the refund.

Who should the refund be issued to:
Name: Elizabeth Nuñez
Address: PO Box 2894
City, State, Zip: Fabens, TX 79838
Daytime Phone No. (915) 543-1753 E-Mail Address: LNUN8721@yahoo.com

Step 2. Provide payment information.
Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:	Check No.	Date Paid	Amount Paid
E Check	5579773	12-19-23	$3,283.63
TOTAL AMOUNT PAID (sum of the above amounts)			

Step 3. Provide reason for this refund.
Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:
- [ ] I paid this account in error and I am entitled to the refund.
- [x] I overpaid this account. Please refund the excess to the address listed in Step 1.
- [ ] I want this payment applied to next year's taxes.
- [ ] This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.
Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED) | PRINTED NAME & DATE
Elizabeth Nuñez 12/24/23

12/29/23

TAX OFFICE USE ONLY: [x] Approved [ ] Denied By: N.N Date: 12-28-23

v52.1.8 Print Date: 12/21/2023

CITY TAX OFFICE
NOV 15 2023

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901
PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

Geo No.	Prop ID
V893-999-5170-1200	187023

Legal Description of the Property
517 VISTA DEL SOL #123 LOT 12 (5460.00 SQ FT)

12144 JOSE CISNEROS DR

OWNER: VAZQUEZ DAVID E & SOCORRO

DAVID VAZQUEZ
12104 VILLAGE GATE DR.
EL PASO , TX 79936

OP ✓
+2500

2023 OVERAGE AMOUNT $5,238.37 ✓

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient.
Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: DAVID VAZQUEZ
Address: 12104 VILLAGE GATE ✓ ✓
City, State, Zip: EL PASO TX 79936
Daytime Phone No.: 915 3294724 E-Mail Address: dev1973@hotmail.com

Step 2. Provide payment information.
Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:	Check No.	Date Paid	Amount Paid
ECheck	CC005440002	10-19-23	$5,238.37
			~~5,238.37~~
TOTAL AMOUNT PAID (sum of the above amounts)			5238.37

Step 3. Provide reason for this refund.
Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

- [ ] I paid this account in error and I am entitled to the refund.
- [x] I overpaid this account. Please refund the excess to the address listed in Step 1. ✓
- [ ] I want this payment applied to next year's taxes.
- [ ] This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.
Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED) ✓ PRINTED NAME & DATE ✓
DAVID VAZQUEZ ✓

CITY TAX OFFICE
DEC 15 2023
Received POP

JMC 12/18/23

TAX OFFICE USE ONLY: ☐ Approved ☐ Denied By: N.H Date: 12-14-23

v52.1.8 Print Date: 10/23/2023

File #: 24-98, **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.

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

AGENDA LANGUAGE:

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

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit. (See Attachment C)

ATTACHMENT C

TAX REFUNDS OVER THREE (3) YEARS
January 17, 2024

1. Jesus Gonzalez, in the amount of $639.50, made an overpayment on December 3, 2018 of 2018 taxes.
   (Geo. # V893-999-3620-1200)

2. Sonia Gonzalez, in the amount of $3,487.75, made an overpayment on December 23, 2019 of 2019 taxes.
   (Geo. # V930-999-0030-3000)

Laura D. Prine
City Clerk

Sheryl R. Mack for Maria O. Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector

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

AGENDA DATE: January 17, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit. (See Attachment A)

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

Approve property tax overpayment refunds exceeding the statutory three (3) year limit, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Tax Office
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Sheryl R. Mack for Maria O. Pasillas

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

Revised 04/09/2021

TAX REFUNDS OVER THREE (3) YEARS
January 17, 2024

1. Jesus Gonzalez, in the amount of $639.50, made an overpayment on December 3, 2018 of 2018 taxes.
   (Geo. # V893-999-3620-1200)

2. Sonia Gonzalez, in the amount of $3,487.75, made an overpayment on December 23, 2019 of 2019 taxes.
   (Geo. # V930-999-0030-3000)

Laura D. Prine
City Clerk

Sheryl R. Mack for Maria O. Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector

OP
+3 yrs

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE
221 N. Kansas, Suite 300
El Paso, Texas 79901
Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

TAX OFFICE RECEIVED
NOV 16 2023

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To:	Phone:	Property ID# (One application per account)
JESUS GONZALEZ	HOME: 915-240-0227 WORK:	186191 V893-999-3620-1200
Address (mail refund to :) 11867 Stephanie Dr., El Paso TX 79936	Property Address: And/or Legal Description: 362 VISTA DEL SOL#78 LOT 12 6100 SQ FT	

Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2018	12/03/2018	173875		3704.76	639.50
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)				3704.76	639.50

(City Council approval required if over $2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT: Notified by property owner that we overpaid taxes for 2018,

"I certify that information given to obtain this refund is true and correct."

Karen Stevens
Requestor signature: Date: 11/16/2023

Karen Stevens
Printed name: Title: Manager, Mortgage Servicing RBFCU

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or $5,000 fine, or both. (2) Imprisonment up to one year, or fine not over $2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry: (✓) REFUND APPROVED

Tax Office Approval: N.N. *Date:* 11-21-23

JMC 11/21/23 *Date:*

(Placed on City Council Agenda over $2,500)

( ) DISAPPROVED ( ) Returned to sender ( ) See below/attached

( ) Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
( ) Record of overpayment not found on this property.
( ) Property not found as identified, resubmit after correction.
( ) Other:

Internal Audit Department

DATE: November 29, 2023

TO: Maria O. Pasillas, Tax Assessor/Collector

FROM: Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor

SUBJECT: Review of Tax Overpayment Refunds that Exceed Three Years

The Internal Audit Department conducted a review of the Tax Overpayment Refunds that exceeded a three-year period. This engagement was accepted based on the engagement's potential to improve management of risks, add value, and/or improve the organization's operations (IIA 2010.C1). 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.

The following Tax Overpayment Refund that exceeded a three-year period was reviewed:

JESUS GONZALEZ	V893-999-3620-1200	$639.50

The Internal Audit Department reviewed the refund application, copies of cancelled checks or proof of payments. Attached is a list of days from the date the completed application was received by the Tax Office and sent to the Internal Audit Department for review. The Tax Office took 11 days to process the application received and send for review.

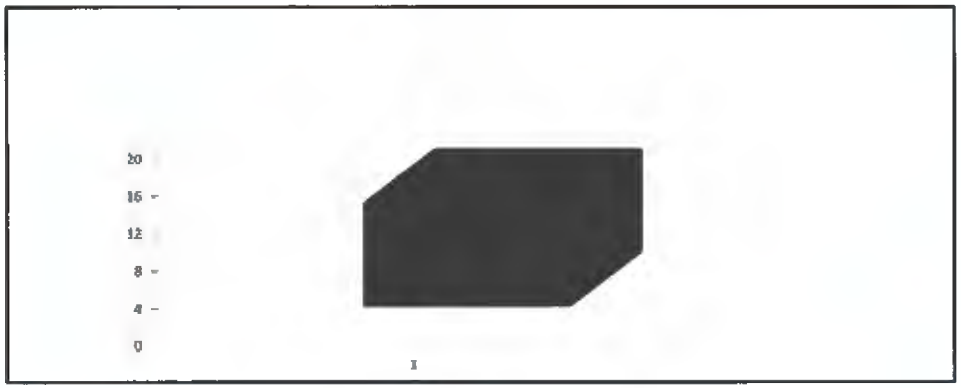
Based on our review, the Tax Overpayment Refunds that exceeded a three-year period were determined to be appropriate to send to City Council for approval pursuant to Section 31.11 (c-1) of the Texas Tax Code.

cc: Cary Westin, Interim City Manager
Robert Cortinas, Deputy City Manager & Chief Financial Officer

Edmundo S. Calderon, 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

City of El Paso
Internal Audit Department
Tax Office Refund Project
Week of 11/27/2023 Reviews- Over Three Years

#	Refund To	[illegible]	Amount of Refund	Date Application was Received	Date of Proof of Payment was Received in the Tax Office	Date Application was approved by the Tax Office	Date Tax Office Sent to Internal Audit for Review	Totals Days from Date Proof of Payment to Date Asked to be Reviewed	Date Internal Audit Reviewed Applications	Comments
1	JESUS GONZALEZ	V893-999-3620-1200	$639.50	11/16/2023	11/16/2023	11/21/2023	11/27/2023	11	11/29/2023	
			$639.50							



Legend

01-10 Days

RESOLUTION

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

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

WHEREAS, taxpayer, Jesus Gonzalez through RBFCU ("Taxpayer") has applied for a refund with the tax assessor for their 2018 property taxes that were overpaid on December 6, 2018 in the amount of $639.50 (Six Hundred and Thirty-Nine and 50/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2018 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Jesus Gonzalez through RBFCU showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2018 taxes and the tax refund in the amount of $639.50 (Six Hundred and Thirty-Nine and 50/100 Dollars) is approved.

APPROVED this _____ day of _____, 2024.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Sheryl R. Mack for Maria O. Pasillas
_____
Maria O. Pasillas, RTA
Tax Assessor/Collector

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901
PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

TAX OFFICE RECEIVED
NOV 30 2023

Geo No.	Prop ID
V930-999-0030-3000	157440

Legal Description of the Property
3 VISTA RIDGE #1 LOT 30 5028.67 SQ FT

11952 PICASSO DR

OWNER: VALENZUELA JUAN G A & 1

EL PASO TITLE COMPANY INC
1201 N MESA
EL PASO , TX 79902

OP ✓
+2500
+3yrs

2019 OVERAGE AMOUNT $3,487.75 ✓

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD

Dear Taxpayer:
Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of $2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient.
Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: Sonia Gonzalez
Address: 1200 Eleanor St ✓
City, State, Zip: Austin TX 78721
Daytime Phone No.: 917 859 6289 E-Mail Address:

Step 2. Provide payment information.
Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:	Check No.	Date Paid	Amount Paid
Ck	30078	12/23/19	3487.75
TOTAL AMOUNT PAID (sum of the above amounts)			

Step 3. Provide reason for this refund.
Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

- [ ] I paid this account in error and I am entitled to the refund.
- [✓] I overpaid this account. Please refund the excess to the address listed in Step 1. ✓
- [ ] I want this payment applied to next year's taxes.
- [ ] This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.
Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED) | PRINTED NAME & DATE

Suzanne Phillips, President | Suzanne Phillips Pres El Paso Title Co Inc 11/30/2023

Jmc 11/30/23

TAX OFFICE USE ONLY: [✓] Approved [ ] Denied By: N.N Date: 11-30-23

v52.1.8 Print Date: 11/20/2023

Internal Audit Department

DATE: December 6, 2023

TO: Maria O. Pasillas, Tax Assessor/Collector

FROM: Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor

SUBJECT: Review of Tax Overpayment Refunds that Exceed Three Years

The Internal Audit Department conducted a review of the Tax Overpayment Refunds that exceeded a three-year period. This engagement was accepted based on the engagement's potential to improve management of risks, add value, and/or improve the organization's operations (IIA 2010.C1). 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.

The following Tax Overpayment Refund that exceeded a three-year period was reviewed:

SONIA GONZALEZ	V930-999-0030-3000	$3,487.75

The Internal Audit Department reviewed the refund application, copies of cancelled checks or proof of payments. Attached is a list of days from the date the completed application was received by the Tax Office and sent to the Internal Audit Department for review. The Tax Office took 4 days to process the application received and send for review.

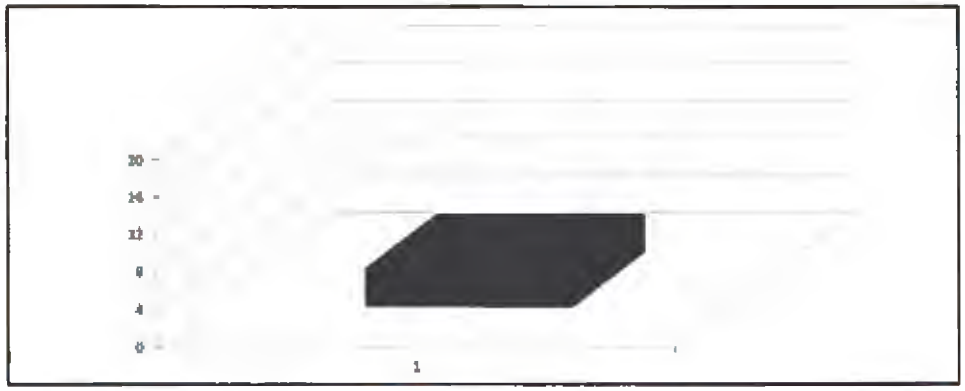
Based on our review, the Tax Overpayment Refunds that exceeded a three-year period were determined to be appropriate to send to City Council for approval pursuant to Section 31.11 (c-1) of the Texas Tax Code.

cc: Cary Westin, Interim City Manager
Robert Cortinas, Deputy City Manager & Chief Financial Officer

Edmundo S. Calderon, 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

City of El Paso
Internal Audit Department
Tax Office Refund Project
Week of 12/04/2023 Reviews- Over Three Years

	Taxpayer	Parcel Number	Amount of Refund	Date Application was Received	Date of Proof of Payment was Received in the Tax Office	Date Application was approved by the Tax Office	Date Tax Office Sent to Internal Audit for Review	Total Days from Date Proof of Payment to Date Refund to be Reviewed	Date Internal Audit Reviewed Application	Comments
1	SONIA GONZALEZ	V930-999-0030-3000	$3,487.75	11/30/2023	11/30/2023	11/30/2023	12/4/2023	4	12/6/2023	
			$3,487.75							



RESOLUTION

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

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

WHEREAS, taxpayer, Sonia Gonzalez through El Paso Title Company Inc. ("Taxpayer") has applied for a refund with the tax assessor for their 2019 property taxes that were overpaid on December 23, 2019 in the amount of $3,487.75 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2019 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Sonia Gonzalez through El Paso Title Company Inc. showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2019 taxes and the tax refund in the amount of $3,487.75 is approved.

APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant Attorney

APPROVED AS TO CONTENT:

Sheryl R. Mack for Maria O. Pasillas
_____
Maria O. Pasillas, RTA
Tax Assessor/Collector

File #: 24-72, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
City Manager's Office, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

For notation only, the P-Card Transactions for the period of October 19 to November 20, 2023 and November 21 to December 20, 2023 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

AGENDA DATE: January 17, 2024
PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:
K. Nicole Cote, Managing Director, City Manager's Office (915) 212-1092

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: N/A

SUBJECT: For notation only, the P-Card Transactions for the period of October 19 to November 20, 2023 and November 21, 2023- December 20, 2023 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

BACKGROUND / DISCUSSION:

Per FY 2024 Budget Resolution All PCard 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 state laws and policies.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD: K. Nicole Cote

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

Revised 04/09/2021

Mayor and Council
P-Card Transactions

10/21/23 - 11/20/23

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/20/2023	$ 15.00	Fee for upload to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/20/2023	$ 5.00	Fee for uploading document to the AG.
CITY ATTORNEY	Scott Belinda	Sq *healthy Bite	10/23/2023	$ (143.31)	Food receipt for $143.31 that was initially charged then amount credited back to car.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/23/2023	$ 15.00	Fee for upload documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/23/2023	$ 15.00	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Sq *healthy Bite	10/23/2023	$ 133.15	Lunch for Mandatory Leadership meeting.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/24/2023	$ 15.00	Fee for uploading requests to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/25/2023	$ 15.00	Fee for uploading request to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/25/2023	$ 15.00	Fee for uploading request to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	11/1/2023	$ 15.00	Fee for Uploading Request to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	11/1/2023	$ 15.00	Fee for uploading request to the AG.
CITY ATTORNEY	Scott Belinda	Salt+honey Bakery Cafe	11/2/2023	$ 206.18	Lunch for Performance Office's Mandatory Leadership Training.
CITY ATTORNEY	Scott Belinda	Southwes	11/9/2023	$ 339.96	Flight to Austin to attend Hearings.
CITY ATTORNEY	Scott Belinda	Southwes	11/13/2023	$ 599.96	Airfare to Austin to attend hearings.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	11/13/2023	$ 15.00	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Texas Secretary Of Sta	11/13/2023	$ 300.00	Fee fort Continuing Education.
CITY ATTORNEY	Scott Belinda	Texas S.O.S. Svc	11/13/2023	$ 8.10	2.7% Convenience Fee Charged for paying CLE fee of $300.00
CITY ATTORNEY	Scott Belinda	Htl*doubletreesuit	11/13/2023	$ 451.99	Hotel Expense.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	11/16/2023	$ 15.00	Fee for uploading request to the AG.
CITY MANAGER	Argumedo Angel	Southwes	10/19/2023	$ 29.49	Travel for ICM this charge was to change his flight. ICM will now come home early to make the Ethics meeting on November 8th
CITY MANAGER	Argumedo Angel	Canva* I03957-53380914	11/2/2023	$ 149.90	Canva subscription for Storytellers used to create PowerPoints and other publications
CITY MANAGER	Beard Jackie	Irmi	10/23/2023	$ 2,958.75	Risk Management Library for Risk & Safety
CITY MANAGER	Beard Jackie	Office Depot #195	11/6/2023	$ 47.82	Cardstock to print items for Leadership Challenge at the Zoo 2023.
CITY MANAGER	Beard Jackie	Ssa El Paso Zoo	11/13/2023	$ 281.25	Food and beverage for Leadership Challenge at the Zoo.
CITY MANAGER	Beard Jackie	Ssa El Paso Zoo	11/13/2023	$ 2,343.75	Food and beverage for Leadership Challenge at the Zoo.

Revised 12/07/23

Mayor and Council
P-Card Transactions

10/21/23 - 11/20/23

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Beard Jackie	Dollartree	11/13/2023	$ 11.25	Training materials for Leadership Challenge at the Zoo.
CITY MANAGER	Beard Jackie	Dollartree	11/13/2023	$ 47.50	Training Materials for Leadership Challenge at the Zoo.
CITY MANAGER	Cepeda Diana	Amzn Mktp Us	10/20/2023	$ 119.97	Basket and 2 butterflies packs for Little Amal event
CITY MANAGER	Cepeda Diana	Amzn Mktp Us	10/23/2023	$ 27.99	Extra large basket for Little Amal event on Oct. 26
CITY MANAGER	Cepeda Diana	Customlanyard.Net	10/26/2023	$ 339.49	250 WinterFest lanyards with new title sponsor
CITY MANAGER	Cepeda Diana	Target 00008490	10/30/2023	$ (2.80)	Return of defective item for the Streetcar Halloween decorations purchased on previous statement on October. 2.
CITY MANAGER	Cepeda Diana	Amzn Mktp Us	11/3/2023	$ 26.99	1 pack of small American flags for Veteran's luncheon center pieces
CITY MANAGER	Cepeda Diana	Gdp*xicali Inc	11/3/2023	$ 40.94	Ballons purchase for decor for the Streetcar 5yr anniversary event on Nov 4
CITY MANAGER	Cepeda Diana	Dollartree	11/3/2023	$ 8.75	Ballons purchase for decor for the Streetcar 5yr anniversary event on Nov 4
CITY MANAGER	Cepeda Diana	Sams Club#8153	11/3/2023	$ 37.86	Water cases for attendees to the Streetcar 5yr anniversary event on Nov 4 and Nov 11
CITY MANAGER	Cepeda Diana	Mundo De Papel	11/7/2023	$ 155.00	Purchase of cardstock, scissors, glue sticks, and pipe cleaners for WinterFest decorations.
CITY MANAGER	Cepeda Diana	Hobby-Lobby #0098	11/9/2023	$ 19.93	Purchase of paper and cards for WinterFest decorations
CITY MANAGER	Cepeda Diana	Samsclub #8153	11/9/2023	$ 53.91	10-packs of baby breath bouquets for the Veteran's luncheon center pieces
CITY MANAGER	Cepeda Diana	Hobby Lobby #722	11/15/2023	$ 108.78	1 boxes of spheres, 1 box of snowflakes, 6 boxes of lights for sheds, gold paint, 5snow blanket, 8 cardstock sheets and snow confetti
CITY MANAGER	Cepeda Diana	Facebk W5zldwtkn2	11/16/2023	$ 175.00	Facebook post boost for social media for opening day promotion
CITY MANAGER	Cepeda Diana	Eventbrite.Com Org Fee	11/16/2023	$ 29.00	Monthly fee for online services to create reservations for Streetcar events
CITY MANAGER	Cepeda Diana	Dollar Tree	11/17/2023	$ 20.00	Winterfest supplies: tape, sewing kit, lights, bells, and battery packs for table decor.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	10/20/2023	$ 14.20	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	10/26/2023	$ 21.30	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	10/27/2023	$ 16.80	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	10/27/2023	$ 45.00	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	10/28/2023	$ 30.00	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Fedex Offic47700004770	11/2/2023	$ 137.48	Program for the Fire Station 36 Grand Opening Ceremony
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/3/2023	$ 0.75	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/3/2023	$ 10.00	Closed captions for City TV programming.

Revised 12/07/23

Mayor and Council
P-Card Transactions

10/21/23 - 11/20/23

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/3/2023	$ 40.00	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Language Fig, Llc	11/3/2023	$ 360.00	Spanish translation for Community Meeting featuring ICM Cary Westin
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/6/2023	$ 10.00	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Eig	11/7/2023	$ 620.42	E-newsletter for City of El Paso community outreach.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/9/2023	$ 30.00	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/16/2023	$ 28.40	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/16/2023	$ 20.00	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Facebk Bsg94v36c2	11/19/2023	$ 86.90	Advertising for ESD Clean up event.
CITY MANAGER	Esquivel Luz	Marriott Orlando World	10/24/2023	$ 924.75	Traveled to attend the 2023 Installation Innovation Forum in Orland, FL with City Manager's Department Heads. TRF was approved October 19, 2023
CITY MANAGER	Esquivel Luz	Marriott Orlando World	10/24/2023	$ 924.75	Travel to attend 2023 Installation Innovation Forum in Orlando, FL with City Manger's department heads. TRF was approved on October 19, 2023
CITY MANAGER	Esquivel Luz	Walgreens #3236	10/27/2023	$ 0.39	Printed photos of council Representatives to be displayed at City Hall 2nd Floor
CITY MANAGER	Esquivel Luz	Walgreens #3236	10/27/2023	$ 38.97	Printed photos of the Council Representatives to be displayed at City Hall 2nd Floor
CITY MANAGER	Esquivel Luz	Walgreens #3236	11/3/2023	$ 12.99	Printed photo of council Representatives tp be displayed at City Hall 2nd Floor
CITY MANAGER	Esquivel Luz	Marriott Orlando World	11/5/2023	$ 0.03	Hotel charge for Nigel Sherman stay for the 2023 Installation Innovation Forum in Orlando, FL with City Manager department heads. TRF was approved on October 19, 2023
CITY MANAGER	Isaias Ricardo	Lowes #01152	11/13/2023	$ 182.16	purchases made at Lowe's to buy supplies to use during festival season.
CITY MANAGER	Isaias Ricardo	Apple.Com/Bill	11/19/2023	$ 9.99	Extra storage for videos and photos for City iPhone. Storage is need to maintain photos and videos of City events archived for future use for CITY TV use.
CITY MANAGER	Jerome Tracey	Apple.Com/Bill	11/18/2023	$ 0.99	iPhone storage monthly fee
CITY MANAGER	Mack Dionne	Marriott Orlando World	11/5/2023	$ 924.78	America Defense Communities Installation Innovation Forum X- Orlando, Florida November 5-8, 2023 Focus: City of El Paso will be recognized as 2023 Great Defense Communities, to include panel presentat
CITY MANAGER	Monsivais Rosa Maria	Southwes	11/7/2023	$ 111.51	Travel to ADC Conference- flight change, event/award ceremony happendd earlier than scheduled
CITY MANAGER	Palacios Soraya Ayub	Marriott Orlando World	11/5/2023	$ 924.78	Hotel accommodations for attending the 2023 Installation Innovation Forum in Orlando, FL with City Manager department heads. TRF was approved on October 19, 2023
CITY MANAGER	Palacios Soraya Ayub	Lyft Ride Sun 2pm	11/6/2023	$ 42.26	Transportation from Airport to Hotel. Attending the 2023 Installation Innovation Forum in Orlando, FL with City Manager department heads. TRF was approved on October 19, 2023
CITY MANAGER	Palacios Soraya Ayub	Lyft *ride Wed 11am	11/8/2023	$ 34.75	Transportation from Hotel to Airport. Attending the 2023 Installation Innovation Forum in Orlando, FL with City Manager department heads. TRF was approved on October 19, 2023
CITY MANAGER	Palacios Soraya Ayub	Amzn Mktp Us	11/17/2023	$ 219.80	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Amzn Mktp Us	11/18/2023	$ 117.66	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Amzn Mktp Us	11/18/2023	$ 34.98	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon

Revised 12/07/23

Mayor and Council
P-Card Transactions

10/21/23 - 11/20/23

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Sepulveda Denice	Omni Hotels	11/14/2023	$ 296.08	Hotel travel for NLC conference for Juliana Baldwin Munoz, there were 2 charges for this hotel one for 296.08 +496.08 and there will be a credit of 200 coming in. The total charge is $592.16
CITY MANAGER	Sepulveda Denice	Atl Centennial Park Onlin	11/16/2023	$ 496.08	Hotel travel for NLC conference for Juliana Baldwin Munoz, there were 2 charges for this hotel one for 296.08 +496.08 and there will be a credit of 200 coming in. The total charge is $592.16
CITY MANAGER	Sepulveda Denice	Uber Trip	11/17/2023	$ 67.30	receipt 2of 2 of Uber ride from the Airport to the Hotel first trip was a total of $77.39 = 10.09+67.30
CITY MANAGER	Sepulveda Denice	Uber Trip	11/18/2023	$ 10.09	receipt 1 of 2 of Uber ride from the Airport to the Hotel first trip was a total of $77.39 = 10.09+67.30
CITY MANAGER	Sepulveda Denice	Uber Trip	11/19/2023	$ 49.99	Uber receipt from Hotel to the Airport for Juliana Baldwin Munoz travel for the NLC conference
CITY MANAGER	Westin Cary	Marriott Orlando World	11/5/2023	$ 616.52	Folio for hotel stay for ADC Conference
CITY MANAGER	Westin Cary	Uber Trip	11/7/2023	$ 28.94	UBER Trip Charge ADC Conference
CITY MANAGER	Westin Cary	Uber Trip	11/7/2023	$ 4.34	Tip for UBER trip- ADC conference travel in Orlando, FL
DISTRICT 02	Annello Alexsandra	Amzn Mktp Us	10/24/2023	$ 102.80	Supplies for District 2 Fall festival
DISTRICT 02	Ibarra Matthew	Sq *trail Life Usa Troop	10/26/2023	$ 810.00	Purchase of pumpkins for residents attending District 2 Fall festival
DISTRICT 02	Ibarra Matthew	Wal-Mart #5947	10/29/2023	$ 231.56	Halloween candy and pumpkin decorating supplies for District 2 Fall Festival
DISTRICT 02	Ibarra Matthew	Wal-Mart #5947	10/29/2023	$ 5.36	Waters for volunteers at District 2 Fall festival
DISTRICT 02	Ibarra Matthew	Family Dollar #5475	10/29/2023	$ 8.93	Supplies for pumpkin decorating at District 2 Fall festival. Tax to be reimbursed
DISTRICT 02	Ibarra Matthew	Sq *barnyard Buddies Pett	10/29/2023	$ 596.99	Payment for petting zoo at District 2 Fall festival.
DISTRICT 02	Ibarra Matthew	Dollar General #19328	11/1/2023	$ 20.90	Purchase of snacks for District 2 community meeting
DISTRICT 02	Ibarra Matthew	Amzn Mktp Us	11/1/2023	$ 56.89	Purchase of frames for proclamation documents when given to honorees at council
DISTRICT 02	Ibarra Matthew	Mailchimp	11/4/2023	$ 26.50	Subscription fee for newsletter service
DISTRICT 02	Ibarra Matthew	Dollar General #19328	11/9/2023	$ 25.40	Purchase of snacks and waters for District 2 special community meeting
DISTRICT 02	Ibarra Matthew	Wm Supercenter #5962	11/16/2023	$ 104.19	Purchase for turkey giveaway at District 2 Senior Center.
DISTRICT 02	Ibarra Matthew	Canva* I03972-70293288	11/17/2023	$ 12.95	Fee for graphic desing software for social media and newsletter graphics.
DISTRICT 02	Santillan Aimee	B & H Wholesale	10/20/2023	$ 46.55	Popcorn and bags for Sunrise Halloween Movie Night. Paid with community donation.
DISTRICT 02	Santillan Aimee	Wal-Mart #1015	10/21/2023	$ 190.21	Candy for Sunrise Halloween Movie Night at the Park. Paid with community donation.
DISTRICT 02	Santillan Aimee	Wal-Mart #5947	10/25/2023	$ 430.19	Candy and art supplies for Memorial Fall Festival. Paid with community donation.
DISTRICT 02	Santillan Aimee	Albertsons #3999	10/26/2023	$ 49.99	Cake for San Juan Senior Center Halloween Event.
DISTRICT 02	Santillan Aimee	B & H Wholesale	10/27/2023	$ 101.32	Popcorn and bags for Memorial Fall Festival.

Revised 12/07/23

Mayor and Council
P-Card Transactions

10/21/23 - 11/20/23

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
DISTRICT 02	Santillan Aimee	Pinata Party	10/27/2023	$ 51.95	Pinata and candy for Memorial Fall Festival. Paid with community donation.
DISTRICT 02	Santillan Aimee	Fsp*sun City Party Rental	10/29/2023	$ 380.00	Jumping balloon rental for Memorial Fall Festival. Paid with community donation.
DISTRICT 02	Santillan Aimee	Fsp*ep Game Rentals	10/29/2023	$ 183.00	Games rental for Memorial Fall Festival. Paid with community donation.
DISTRICT 02	Santillan Aimee	Albertsons #3999	10/31/2023	$ 70.02	Cake for Memorial Park Senior Center Halloween event.
DISTRICT 02	Santillan Aimee	Albertsons #3999	10/31/2023	$ 167.97	Cakes for Grandview Senior Center, Hilos de Plata Senior Center, and Wellington Chew Senior Center Halloween Events.
DISTRICT 03	Hernandez Cassandra	Zoom.Us 888-799-9666	10/29/2023	$ 15.99	Monthly charge for video conference service for D3 virtual meetings.
DISTRICT 03	Hernandez Cassandra	Samsclub.Com	11/1/2023	$ (33.96)	Store Reimbursement for items purchased on 10.18.23 and returned since no longer needed.
DISTRICT 03	Hernandez Cassandra	Eig	11/5/2023	$ 52.00	Monthly charge for email distribution service for D3 office newsletter.
DISTRICT 03	Hernandez Cassandra	Samsclub.Com	11/8/2023	$ 114.76	Pies for City sponsored Veterans Day celebration for Eastside Senior Center on 11/9.
DISTRICT 03	Hernandez Cassandra	Amzn Mktp Us	11/11/2023	$ (9.99)	Store Reimbursement for items purchased on 10.7.23 and returned since no longer needed.
DISTRICT 03	Hernandez Cassandra	Economy Cash And Carry In	11/14/2023	$ 883.64	Paid with donated funds and acceptance of funds approved by City Council on 8.10.23. Frozen turkeys for annual D3 Turkey Distribution for those in need.
DISTRICT 03	Hernandez Cassandra	Canva* I03969-54609321	11/14/2023	$ 12.99	Monthly charge for graphic design making service for D3 office.
DISTRICT 03	Hernandez Cassandra	Economy Cash And Carry In	11/16/2023	$ 2,166.83	Paid with donated funds and acceptance of funds approved by City Council on 8.10.23 and 11.7.23. Frozen turkeys for annual D3 Turkey Distribution for those in need.
DISTRICT 03	Olivares Bettina	Walmart.Com 8009666546	10/23/2023	$ 49.27	Snacks and refreshments to elementary school students reciting the pledge at City Council on 10.24.23
DISTRICT 03	Olivares Bettina	Dollartree	10/23/2023	$ 21.25	Plates, trays and utensils for serving snacks and refreshments to elementary school students reciting the pledge at City Council on 10.24.23
DISTRICT 03	Olivares Bettina	Walmart.Com	10/26/2023	100.04	Cookies for D3 Senior Centers, Eastside and Happiness Senior for City sponsored Halloween celebrations on 10/27.
DISTRICT 03	Olivares Bettina	Texano Restaurant	11/9/2023	$ 433.02	Meals for City sponsored Veterans Day celebration for Happiness Senior Center on 11/9.
DISTRICT 03	Olivares Bettina	Economy Cash And Carry In	11/16/2023	$ 2,166.83	Paid with donated funds and acceptance of funds approved by City Council on 8.10.23 and 11.7.23. Frozen turkeys for annual D3 Turkey Distribution for those in need.
DISTRICT 03	Olivares Bettina	Sq *el Patio Catering	11/17/2023	$ 462.50	Meals for City sponsored CDBG adult disability program at Valle Bajo Thanksgiving celebration on 11/17.
DISTRICT 04	Molinar Joe	Cobblestone Kermit	11/3/2023	$ 246.34	Rep. Molinar only stayed at Kermit, Texas for one night for the TML Conference. The hotel refunded the City for the additional charge ($123.17).
DISTRICT 04	Molinar Joe	Cobblestone Kermit	11/3/2023	$ (123.17)	Refund for one day of room charge. Rep. Molinar only stayed at Kermit, Texas for one night for the TML Conference.
DISTRICT 05	Nino Ivan	Canva* I03944-66146973	10/20/2023	$ 12.95	CANVA DESIGN SUB FOR DISTRICT 5
DISTRICT 05	Nino Ivan	Mailchimp	11/6/2023	$ 13.00	Mailchimp subscription for District 5, El Paso outreach.
DISTRICT 05	Nino Ivan	Zoom.Us 888-799-9666	11/9/2023	$ 15.99	ZOOM MEETING PROGRAM FOR OFFICE USE ON VIRTUAL MEETINGS
DISTRICT 06	Maldonado Mariaelena	El Paso Times	10/24/2023	$ 11.99	Newspaper Subscription

Revised 12/07/23

Mayor and Council
P-Card Transactions

10/21/23 - 11/20/23

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
DISTRICT 07	Jimenez Camilo	Sams Club #6502	10/26/2023	$ 189.28	Cupcakes for the Pavo Real Senior monthly birthdays celebrated on October 26th, 2023. Candies for the Pavo Real Senior Center Halloween celebration on October 31, 2023.
DISTRICT 07	Jimenez Camilo	Eig	11/1/2023	$ 120.00	Newsletter Service, Constant Contact, for Rep Rivera to mass communicate with his constituency.
DISTRICT 07	Jimenez Camilo	Texano Restaurant	11/1/2023	$ 103.25	Finger foods (Flautas) for Rep Rivera's community meeting held on November 1 2023 @ 6PM held at the MSC 7968 San Paulo . Guest Speaker was Chief Pacillas and DCM D'Agostino.
DISTRICT 07	Jimenez Camilo	Horizon Printing	11/17/2023	$ 60.00	Presentation Check for the acceptance of $3,500 from ZTEX for their donation to purchase turkeys to distribute to the senior members of Pavo Real Senior Center 11/21/2023.
DISTRICT 08	Rodriguez Alma	El Paso Times	11/8/2023	$ 1.05	Office El Paso Times newspaper subscription.
MAYORS OFFICE	Mendoza Irma	Office Depot #195	10/19/2023	$ 44.37	Certificate holders were ordered for the pledge of allegiance certificates.
MAYORS OFFICE	Mendoza Irma	Office Depot #195	10/23/2023	$ (44.37)	Certificate holders were returned. Wrong style was ordered.
MAYORS OFFICE	Mendoza Irma	Office Depot #195	10/23/2023	$ (44.37)	Certificate holders were returned. Wrong style was ordered.
MAYORS OFFICE	Mendoza Irma	Office Depot #5101	10/23/2023	$ 73.95	Certificate folders and desk calendar refills were ordered.
MAYORS OFFICE	Mendoza Irma	Office Depot #195	10/23/2023	$ 90.93	Certificate holders for pledge of allegiance certificates.
MAYORS OFFICE	Mendoza Irma	Primo Water	10/25/2023	$ 92.09	Bottled water and rental fee.
MAYORS OFFICE	Mendoza Irma	Primo Water	10/25/2023	$ 9.26	Rental fee and credit card surcharge.
MAYORS OFFICE	Mendoza Irma	Sq *meza Trophies & Plaqu	10/26/2023	$ 62.16	Star on the Mountain was ordered for Tlen Huicani and presented by Mayor Leeser on October 6, 2023.
MAYORS OFFICE	Mendoza Irma	Primo Water	11/8/2023	$ 42.19	Bottled water for the office.

Revised 12/07/23

Mayor and Council
P-Card Transactions

11/21/2023 - 12/20/2023

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	12/7/2023	$ 190.00	Attendance of one more of our newest attorneys to the RIley Fletcher Seminar 2024
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	12/7/2023	$ 1,940.00	Assistance to live Videocast of Riley Fletcher Seminar on February 2024 for 10 of our newest attorneys.
CITY ATTORNEY	Nieman Karla	Smg El Paso Parking	12/14/2023	$ 10.00	Reimbursement of parking fee due to lost receipt.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	11/20/2023	$ 15.00	Fee for AG Request upload.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	11/20/2023	$ 15.00	Fee for AG Request Upload.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	11/21/2023	$ 7.50	Fee for uploading AG Requests.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	11/22/2023	$ 7.50	Fee for AG request upload.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	11/22/2023	$ 7.50	Fee for AG requests upload.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	11/22/2023	$ 7.50	Fee for AG request upload.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	11/27/2023	$ 7.50	Fee for uploading AG request.
CITY ATTORNEY	Scott Belinda	Renaissance Hotels Aus	11/29/2023	$ 652.19	Hotel expense while attending CLE in Austin.
CITY ATTORNEY	Scott Belinda	Renaissance Hotels Aus	11/29/2023	$ 652.19	Hotel expense while attending CLE in Audtin.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	11/29/2023	$ 7.50	Fee for uploading AG request.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	11/30/2023	$ 7.50	Fee for uploading AG Request
CITY ATTORNEY	Scott Belinda	Nna Services Llc	12/1/2023	$ 245.91	Fee for Notary License Renewal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	12/4/2023	$ 7.50	Fee for upload AG requests.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	12/7/2023	$ 7.50	Fee for AG Request upload.
CITY ATTORNEY	Scott Belinda	State Bar Tx-Cle Web	12/7/2023	$ 245.00	Required CLE to practice in Federal Court.
CITY ATTORNEY	Scott Belinda	Southwes	12/11/2023	$ 88.90	Travel to Dallas Texas to attend Advanced Employment Law seminar.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	12/11/2023	$ 7.50	Fee for uploading AG request.
CITY ATTORNEY	Scott Belinda	Wm Supercenter #5962	12/12/2023	$ 13.74	Beverages for Supervisory Attorney Mandatory Leadership Training.
CITY ATTORNEY	Scott Belinda	Capriottis Sandwich Shop	12/14/2023	$ 102.49	Lunch for Supervisory Attorney Mandatory Leadership Training.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	12/14/2023	$ 7.50	Fee for Uploading AG requests.
CITY ATTORNEY	Scott Belinda	State Bar Tx-Cle Web	12/15/2023	$ 125.00	Advanced Employment CLE - January 10, 2024
CITY ATTORNEY	Scott Belinda	State Bar Tx-Cle Web	12/15/2023	$ 347.50	Advanced Employment Law CLE January 11-12, 2024
CITY MANAGER	Beard Jackie	Canva* 03924-49027242	12/5/2023	$ (7.43)	Tax reimbursement from Canva Subscription. Attached original receipt with tax and new receipt without tax.

Mayor and Council
P-Card Transactions

11/21/2023 - 12/20/2023

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Beard Jackie	Tst* District Coffee Co	12/11/2023	$ 400.00	Coffee, juice, water, and pastries for New Employee Orientation. Invoice, receipt, and food and beverage report attached.
CITY MANAGER	Cepeda Diana	Mundo De Papel	11/30/2023	$ 28.00	Streetcar decor purchase for the Posada read and ride on December 2. 8 small pinatas and 6 garlands
CITY MANAGER	Cepeda Diana	Facebk *8ea3pwfln2	12/7/2023	$ 50.60	WinterFest opening day Facebook social media boosts
CITY MANAGER	Cepeda Diana	Facebk *d69dgwkln2	12/7/2023	$ 7.20	WinterFest Pictures with Santa Facebook social media boosts
CITY MANAGER	Cepeda Diana	Facebk *zth7mwxkn2	12/14/2023	$ 175.00	WinterFest Pictures with Santa, Season graphics and Mexican Posada Facebook social media boosts
CITY MANAGER	Cepeda Diana	Eventbrite.Com Org Fee	12/16/2023	$ 29.00	Eventbrite monthly fee to do online reservations for Streetcar events.
CITY MANAGER	Cepeda Diana	Sams Club #6246	12/19/2023	$ 49.94	Warming lunch meeting to go over end of year notes and updates and processes for next year.
CITY MANAGER	Cepeda Diana	Facebk *el5rfx7ln2	12/19/2023	$ 175.00	Winterfest Facebook posts boosts.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/20/2023	$ 10.00	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/20/2023	$ 10.00	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/21/2023	$ 30.00	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/22/2023	$ 15.00	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/22/2023	$ 16.80	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/27/2023	$ 20.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/29/2023	$ 10.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	11/30/2023	$ 35.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Sq *savage Goods	12/1/2023	$ 109.00	City Community Holiday Reception
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/5/2023	$ 15.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Corner Bakery Cafe 1529	12/5/2023	$ 363.00	City Community Holiday Reception
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/7/2023	$ 20.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Eig	12/7/2023	$ 582.00	E-newsletter program for community outreach, city newsletter and City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/8/2023	$ 10.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/8/2023	$ 35.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/8/2023	$ 14.20	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/12/2023	$ 10.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/14/2023	$ 14.20	Closed captioning for City TV programming.

Mayor and Council
P-Card Transactions

11/21/2023 - 12/20/2023

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Cruz-Acosta Laura	Amzn Mktp Us	12/14/2023	$ 15.99	Cell phone protection for new required phone swap.
CITY MANAGER	Cruz-Acosta Laura	Amzn Mktp Us	12/14/2023	$ 293.99	Storage boxes for office equipment.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/15/2023	$ 30.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/18/2023	$ 35.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Canva* I04003-77564895	12/18/2023	$ 119.99	Graphics artwork subscription for community outreach, city newsletter and social media.
CITY MANAGER	Esquivel Luz	Hobby Lobby #722	11/21/2023	$ 342.36	Framed the photos of the Council Representatives to be displayed at City Hall 2nd Floor
CITY MANAGER	Esquivel Luz	In *ana M Arzola	12/8/2023	$ 1,930.00	Purchase items for City Hall Holiday Reception
CITY MANAGER	Isaias Ricardo	Apple.Com/Bill	12/18/2023	$ 9.99	Extra storage for videos and photos for City iPhone. Storage is need to maintain photos and videos of City events archived for future use for CITY TV use.
CITY MANAGER	Jerome Tracey	Apple.Com/Bill	12/17/2023	$ 0.99	iPhone storage monthly fee
CITY MANAGER	Lozano Martha	R-J Typesetters Inc	12/6/2023	$ 64.18	Notary Stamps
CITY MANAGER	Monsivais Rosa Maria	R-J Typesetters Inc	12/12/2023	$ 19.55	Purchassed my Notary stamp.
CITY MANAGER	Palacios Soraya Ayub	Amzn Mktp Us	11/20/2023	$ 339.56	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Hobby-Lobby #0221	11/21/2023	$ 148.79	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Hobby-Lobby #0098	11/21/2023	$ 282.88	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Amzn Mktp Us	11/21/2023	$ 84.99	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Amzn Mktp Us	11/22/2023	$ 44.71	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Amzn Mktp Us	11/23/2023	$ 105.39	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Amzn Mktp Us	11/24/2023	$ 110.54	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Homedepot.Com	11/25/2023	$ 321.34	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Amzn Mktp Us	11/25/2023	$ 23.27	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Hobby-Lobby #0098	11/29/2023	$ 187.20	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Sams Club#8153	11/29/2023	$ 332.86	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Sq *manjar	11/29/2023	$ 320.00	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Mexican Specialty Product	11/30/2023	$ 15.50	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Amzn Mktp Us	11/30/2023	$ 8.85	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Wal-Mart #0512	12/3/2023	$ 92.96	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon

Mayor and Council
P-Card Transactions

11/21/2023 - 12/20/2023

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Palacios Soraya Ayub	Sams Club #8153	12/4/2023	$ 83.80	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Wal-Mart #1015	12/4/2023	$ 7.31	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Palacios Soraya Ayub	Smg El Paso Parking	12/5/2023	$ 7.00	Purchase items for City of El Paso Holiday Reception at City Hall and Employee Holiday Luncheon
CITY MANAGER	Sepulveda Denice	Atl Centennial Park Onlin	11/18/2023	$ (200.00)	credit back from the hotel for the Conference attended by Juliana Baldwin Munoz to Atlanta Gz.
DISTRICT 02	Ibarra Matthew	Wm Supercenter #5962	11/21/2023	$ 122.77	Pies and turkeys for senior center raffles.
DISTRICT 02	Ibarra Matthew	Samsclub #6246	11/21/2023	$ 25.96	Pies for thanksgiving meal at Grandview Senior Center.
DISTRICT 02	Ibarra Matthew	Sq *off The Grill	11/22/2023	$ 993.60	Thanksgiving meal for Memorial senior Center.
DISTRICT 02	Ibarra Matthew	Mailchimp	12/4/2023	$ 26.50	Fee for newsletter use.
DISTRICT 02	Ibarra Matthew	Gussies Tamales	12/5/2023	$ 369.50	Purchase of holiday cookies for giveaways at senior center holiday parties.
DISTRICT 02	Ibarra Matthew	Office Depot #223	12/7/2023	$ 318.47	Cork and dry erase board for announcements. Purchased for Memorial Senior Center.
DISTRICT 02	Ibarra Matthew	Wal-Mart #5947	12/7/2023	$ 109.15	Plastic goodie bags and chocolates purchase for cookie giveaways at senior Center holiday parties.
DISTRICT 02	Ibarra Matthew	Sq *off The Grill	12/8/2023	$ 1,560.00	Meals for Christmas parties at Memorial and Grandview Senior Centers.
DISTRICT 02	Ibarra Matthew	Wal-Mart #5947	12/8/2023	$ 348.39	Holiday hams purchased for senior center raffles.
DISTRICT 02	Ibarra Matthew	Albertsons #1936	12/8/2023	$ 59.99	Cake for senior center on Catholic holiday.
DISTRICT 03	Hernandez Cassandra	Zoom.Us 888-799-9666	11/29/2023	$ 15.99	Monthly charge for video conference service for D3 virtual meetings.
DISTRICT 03	Hernandez Cassandra	Eig	12/5/2023	$ 52.00	Monthly charge for email distribution service for D3 office newsletter.
DISTRICT 03	Hernandez Cassandra	Walmart.Com 8009666546	12/7/2023	$ 600.18	Paid with donated funds and acceptance of funds was approved by City Council on 11.21.23. Holiday gifts for the children of the Marmolejo affordable income housing complex
DISTRICT 03	Hernandez Cassandra	Target.Com	12/7/2023	$ 254.02	Paid with donated funds and acceptance of funds was approved by City Council on 11.21.23. Holiday gifts for the children of the Marmolejo affordable income housing complex.
DISTRICT 03	Hernandez Cassandra	Starbucks 800-782-7282	12/11/2023	$ 43.30	Paid with donated funds; acceptance of funds was approved by Council on 11.21.23. Coffee for volunteers wrapping gifts for the children of the Marmolejo affordable income housing complex
DISTRICT 03	Hernandez Cassandra	Walmart.Com	12/12/2023	$ 120.54	Paid with donated funds and acceptance of funds was approved by City Council on 10.10.23 . Wrapping supplies, juice and pastries for volunteers wrapping gifts for children in need.
DISTRICT 03	Hernandez Cassandra	Eastside Choice Meats In	12/12/2023	$ 150.70	Food for Ralph T Cloud Neighborhood Association holiday meeting in D3 on 12.13.23
DISTRICT 03	Hernandez Cassandra	Walmart.Com	12/14/2023	$ 70.70	Paid with donated funds; acceptance of funds approved by Council on 10.10.23. Snacks, juice, and decorations for the Children's with Disabilities Coalition Sensory-Friendly event in D3 on 12.16.23
DISTRICT 03	Hernandez Cassandra	Canva* I03999-52772814	12/14/2023	$ 12.99	Monthly charge for graphic design making service for D3 office.
DISTRICT 03	Olivares Bettina	Private Line	11/29/2023	$ 45.00	Plaque of recognition for a sponsor of the annual D3 Turkey Distribution for those in need for Thanksgiving in Nov.
DISTRICT 03	Olivares Bettina	Amzn Mktp Us	12/5/2023	$ 97.21	Paid with donated funds; acceptance of funds approved by Council on 10.10.23. Wrapping supplies and sensory toys for Children's with Disabilities Coalition Sensory-Friendly event in D3 on 12.16.23
DISTRICT 03	Olivares Bettina	Target.Com	12/6/2023	$ 1,703.27	Paid with donated funds and acceptance of funds was approved by City Council on 11.21.23. Holiday gifts for the children of the Marmolejo affordable income housing complex.

Mayor and Council
P-Card Transactions

11/21/2023 - 12/20/2023

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
DISTRICT 03	Olivares Bettina	Walmart.Com	12/7/2023	$ 200.26	Paid with donated funds and acceptance of funds was approved by City Council on 11.21.23. Wrapping supplies for the gifts to the children of the Marmolejo affordable income housing complex.
DISTRICT 03	Olivares Bettina	Target 00008490	12/7/2023	$ 330.00	Paid with donated funds; acceptance of funds approved by City Council on 10.10.23. Gift cards for groups in need for the holiday- two senior centers and two transitional living shelters.
DISTRICT 03	Olivares Bettina	Walmart.Com 8009666546	12/7/2023	$ 657.45	Paid with donated funds and acceptance of funds was approved by City Council on 11.21.23. Holiday gifts for the children of the Marmolejo affordable income housing complex.
DISTRICT 03	Olivares Bettina	Target 00008490	12/7/2023	$ 1,020.00	Paid with donated funds; acceptance of funds approved by Council on 10.10.23. Gift cards for children attending the Children's with Disabilities Coalition Sensory-Friendly event in D3 on 12.16.23
DISTRICT 05	Nino Ivan	Canva* I03975-68112314	11/20/2023	$ 12.95	CANVA DESIGN SUB FOR DISTRCT 5
DISTRICT 05	Nino Ivan	The Economist	12/2/2023	$ 94.23	NEWS SUBSCRIPTION REQUEST PER REP. SALCIDO
DISTRICT 05	Nino Ivan	Mailchimp	12/6/2023	$ 13.00	MAILCHIMP ONLINE NEWSLETTER PLATFORM FOR OUTREACH.
DISTRICT 05	Nino Ivan	Zoom.Us 888-799-9666	12/9/2023	$ 15.99	ZOOM ONLINE PLATFORM FOR VIRTUAL MEETINGS AS NEEDED.
DISTRICT 06	Maldonado Mariaelena	El Paso Times	11/24/2023	$ 11.99	Newspaper subscription
DISTRICT 07	Jimenez Camilo	Sams Club #8280	11/22/2023	$ 111.86	Cupcakes for the seniors at Pavo Real Senior Center's Monthly Birthday extravaganza 11/22/2023
DISTRICT 07	Jimenez Camilo	Extreme Pizza	11/29/2023	$ 46.42	Food for District 7 Community Meting on 11/29/2023 at the Municipal Services Center. Special Guest, CID discussing All Abilities Playground.
DISTRICT 07	Jimenez Camilo	Eig	12/1/2023	$ 120.00	Newsletter service for the Representative to communicate with his constituency.
DISTRICT 07	Jimenez Camilo	Sams Club #6502	12/13/2023	$ 26.96	Cupcakes for the Ralph Cloud Neighborhood Association holiday party on 12/13/2023
DISTRICT 07	Rivera Henry	Sams Club Renewal	11/25/2023	$ 110.00	Purchase Sams Club Renewal
DISTRICT 08	Canales Jorge	Economy Cash And Carry Ir	11/18/2023	$ 356.78	Community meal event for Thanksgiving in South Side Neighborhood
DISTRICT 08	Canales Jorge	Tst* District Coffee Co	12/2/2023	$ 120.00	Coffee for community volunteers
DISTRICT 08	Canales Jorge	Wal-Mart #1015	12/2/2023	$ 32.10	Whipped cream cups for dogs, cups, and garbage bags
DISTRICT 08	Rodriguez Alma	Sarabias Portable Jons	11/21/2023	$ 130.00	Public restrooms for outdoor community event.
DISTRICT 08	Rodriguez Alma	Albertsons #1936	12/1/2023	$ 24.99	Cake for South El Paso Senior Center
DISTRICT 08	Rodriguez Alma	El Paso Times	12/9/2023	$ 1.05	Office El Paso Times newspaper subscription.
DISTRICT 08	Rodriguez Alma	Wal-Mart #1015	12/12/2023	$ 60.43	Office supplies, water and sparkling water for guests
DISTRICT 08	Rodriguez Alma	Tst* Cafe Mayapan	12/18/2023	$ 341.71	District 8 community meeting.
MAYORS OFFICE	Escobar Estrella	Sq *d Embroidery & Screen	11/29/2023	$ 74.67	Office vest for Mayoral staff - tax amount of $5.69 was reimbursed to City (receipt attached).
MAYORS OFFICE	Mendoza Irma	Primo Water	11/22/2023	$ 69.97	Bottled water, rental fee and credit card surcharge.
MAYORS OFFICE	Mendoza Irma	In *tovar Printing, Inc.	11/29/2023	$ 210.00	Proclamation scroll parchment paper was ordered. Proclamations are presented during City Council meetings.
MAYORS OFFICE	Mendoza Irma	Michaels #9490	11/30/2023	$ 19.20	Ordered 3 frames for the proclamations to be picked up at the store.

Mayor and Council
P-Card Transactions

11/21/2023 - 12/20/2023

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
MAYORS OFFICE	Mendoza Irma	Michaels #9490	12/3/2023	$ 80.88	Ordered 12 frames for the proclamations to have on hand for future proclamation requests.
MAYORS OFFICE	Mendoza Irma	Primo Water	12/7/2023	$ 86.44	Bottled water for the office.
MAYORS OFFICE	Mendoza Irma	Sq *meza Trophies & Plaqu	12/7/2023	$ 181.20	Star on the Mountain Awards were ordered for Steve Fox and Nancy Fox. Awards were presented by Mayor Leeser at the City Council meeting of December 5, 2023.

File #: 24-129, **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 Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Cassandra Hernandez: $1,500 from El Paso Municipal Police Officers' Association.

File #: 24-127, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution that recognizes Lieutenant James "Jay" Nicholson as the newly elected President of the El Paso Association of Firefighters, Local 51.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: 1.17.24

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez ~ 915.212.0003

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL
Goal 2 - Set the Standard for a Safe and Secure City

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.
Discussion and action to approve a resolution that recognizes Lieutenant James "Jay" Nicholson as the newly elected President of the El Paso Association of Firefighters, Local 51.

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?
Lieutenant James "Jay" Nicholson, Sr. Lieutenant Nicholson was elected to the position of trustee with the El Paso Association of Firefighters Local 51, a position to which he was re-elected prior to holding the positions of parliamentarian, first vice-president, and as of January 1, 2024 president.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
Yes, there have been numerous resolutions considered by City Council that recognize individuals for their accomplishments and service to El Paso.

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
N/A

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

RESOLUTION

WHEREAS, Lieutenant James "Jay" Nicholson, Sr. #017996 served five years as a Paratrooper with the 82nd Airborne Division, Fort Bragg, North Carolina, prior to entering the El Paso Fire Department (EPFD) Academy in April of 2008 where he, as a trainee, began working with the EPFD Explorers Program; and

WHEREAS, upon completion of the Fire Academy, Lieutenant Nicholson was assigned to Battalion 5, B-Shift – Northeast El Paso, where he became certified as a paramedic in 2010, while continuing his work with the Explorers, ultimately becoming the lead advisor of the program in 2011; and

WHEREAS, Lieutenant Nicholson, upon promotion to the rank of fire suppression technician, was assigned to the EPFD Community Risk Reduction section in 2015, where he helped to spearhead community outreach and support programs throughout the City of El Paso; and

WHEREAS, in 2017, Lieutenant Nicholson became certified as a Texas peace officer and was reassigned to the EPFD Investigations section; and

WHEREAS, Lieutenant Nicholson was assigned to Pumper 5, Battalion 3, B-Shift – Central El Paso prior to being promoted to the rank of lieutenant on Rescue 28, Battalion 5, B-Shift – Northeast El Paso in 2023; and

WHEREAS, Lieutenant Nicholson was elected to the position of trustee with the El Paso Association of Firefighters Local 51, a position to which he was re-elected prior to holding the positions of parliamentarian, first vice-president, and as of January 1, 2024 president; and

WHEREAS, Lieutenant Nicholson has always shown a kind heart and genuine concern for his fellow firefighters, first responders, and all El Pasoans.

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

That the City of El Paso proudly honors and recognizes the Lieutenant James "Jay" Nicholson as the newly elected President of the El Paso Association of Firefighters, Local 51.

(Signatures begin on following page)

PASSED AND APPROVED this 17th day of January, 2024.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Carlos L. Armendariz
Assistant City Attorney

File #: 24-132, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Members of the City Council, Representative Art Fierro, (915) 212-0006

AGENDA LANGUAGE:

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

Discussion and action directing the City Manager and City Attorney to collaborate with the City Of El Paso Employees Retirement Trust on proposed City Code section 2.64 amendments that were recommended by the Pension Board.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 01/17/2024

CONTACT PERSON NAME AND PHONE NUMBER: Representative Art Fierro 915-212-0006

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 6 SET THE STANDARD FOR SOUND GOVERNANCE AND FISCAL MANAGEMENT

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.

Discussion and action directing the City Manager and City Attorney to collaborate with the City Of El Paso Employees Retirement Trust on proposed City Code section 2.64 amendments that were recommended by the Pension Board.

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

N/A

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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

DEPARTMENT HEAD:

Chapter 2.64 – City Employees' Pension Fund
Proposed Revisions - Summary
October 20, 2023

Revision Summary

1. **2.64.030 – Board of trustees – Membership.**
   Additional language will be provided after existing subsection D to clarify that: (1) elections held pursuant to this section are open only to participants and not to the general public; (2) this election is not governed by the restrictions on City employees for municipal elections outlined in the City of El Paso's Civil Service Rules; (3) the City Manager is authorized to develop rules related to the posting of election material in common areas at work and in verbal communications from candidates seeking participant votes.

2. **2.64.190(A) - Contributions.**
   The proposed deletion of this section that discusses the agreement signed by the City and a former City Manager on October 7, 2022, where the executive would be relieved of the obligation to make employee participant contributions to the Trust.

3. **2.64.200(B) - Retirement pensions.**
   2.64.200(B)(2)
   Additional clarification language is being added to replace existing 2.64.200(B)(2) to avoid unintended consequences of retiree rehire and service break tying under 2.64.200(F). The language now provides that after a break in service, the Trust will use the last 3 years preceding retirement for which a participant received service credit, in order to avoid the unintended consequences of utilizing a singular test for benefits under 2.64.200(B)(2), which resulted in potential zero calculations for the current calculation.

   2.64.200(B)(5)
   Additional language is being added as new subsection (5), to provide to define "pensionable gross compensation" to mean gross income paid by the City to the Participant. This includes all forms of compensation such as: wages, salaries, bonuses, commissions, overtime pay, permanent cost of living adjustments, and any other payments made to the Participant in relation to their employment. It does not include vacation, sick time payout, one time payments or ad hoc payments. The Trust has historically not taken pension on one-time payment nor included such in compensation in pension calculations. This change is to clarify prior policy and eliminate confusion around the usage of the term in the municipal ordinance.

4. **2.64.205(A)(3)(b) - Proportionate retirement benefits.**
   Additional clarification language is being added to replace existing 2.64.205(A)(3)(b) to avoid unintended consequences of retiree rehire and service break tying under 2.64.200(F). The language now provides that after a break in service, the Trust will use the last 3 years preceding retirement for which a participant received service credit, in order to avoid the unintended consequences of utilizing a singular test for benefits under 2.64.200(B)(2), which resulted in potential zero calculations for the current calculation.

5. **2.64.210 - Disability pensions.**
   Additional language will be provided at the beginning of 2.64.210 to define "Disability" to mean having a significant physical, neurological, cognitive, or mobility limitation (or a combination of these) that is so severe that a person can't do a job they're qualified for by training and experience. It also means that medical treatment is unlikely to significantly improve the condition at the time the disability application is made.

   - Subsection 2.64.210A will be replaced and amended to remove the following language "…as to incapacitate him in the performance of his job with the city or any other job, whether with the city or not, for which one is qualified by training and experience and which does not result in a significant reduction in pay and benefits…"

   - Subsection 2.64.210B will be replaced and amended to remove the following language "…as to incapacitate him in the performance of his job with the city or any other job, whether with the city or not, for which one is qualified by training and experience and which does not result in a significant reduction in pay and benefits…"

   - Subsection 2.64.210C(1) will be replaced and amended to provide additional clarification language to now state that no participant shall become entitled to receive a disability pension benefit under this section if the participant's disability is a result of excessive and habitual use of illegal drugs, intoxicants or narcotics.

   - Full deletion of subsection(s):
     - C(3) of Section 2.64.210
     - C(5) of Section 2.64.210

- Subsection 2.64.210E will be replaced and amended to state that a disabled individual may be required to submit verification on a prescribed schedule.

6. **2.64.230 - Death benefits of widows and children**
   Additional language be added to the ended of 2.64.230 will be provided to define "proving incapacitation." The requirements for proving incapacitation may be met through a decree or court order with proper jurisdiction. In the absence of a decree or court order, the board may consider available evidence to determine the incapacity of an individual.

   *Note, the word "widow" as used in Chapter 2.64 is currently defined to be gender neutral under subsection 2.64.230F.

File #: 24-130, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action directing the City Manager and City Attorney to develop an amendment to Title 7 to ban surgical procedures on domestic animals with no medical necessity, including aesthetic procedures such as cosmetic caudectomy (commonly known as "tail docking") and cosmetic otoplasty (commonly known as "ear cropping") as well as other elective functional alterations for owner convenience such as onychectomy (also known as partial digital amputation or commonly "declawing") and ventriculocordectomy (also known as devocalization or commonly "debarking" or "demeowing");

and further directing that this amendment shall be constructed so as not to ban procedures such as spay/neuter or minor ear clipping related to a sanctioned Trap-Neuter-Return (TNR) program;

and further directing that proposed amendments be presented to the Animal Shelter Advisory Committee for their recommendation, and that staff return to the City Council with a draft amendment and recommendations within 90 days.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 01/17/2024

CONTACT PERSON NAME AND PHONE NUMBER:
Rep. Chris Canales, 915-212-0008

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:
Goal 8 – Nurture & Promote a Healthy, Sustainable Community

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.

Discussion and action directing the City Manager and City Attorney to develop an amendment to Title 7 to ban surgical procedures on domestic animals with no medical necessity, including aesthetic procedures such as cosmetic caudectomy (commonly known as "tail docking") and cosmetic otoplasty (commonly known as "ear cropping") as well as other elective functional alterations for owner convenience such as onychectomy (also known as partial digital amputation or commonly "declawing") and ventriculocordectomy (also known as devocalization or commonly "debarking" or "demeowing");

and further directing that this amendment shall be constructed so as not to ban procedures such as spay/neuter or minor ear clipping related to a sanctioned Trap-Neuter-Return (TNR) program;

and further directing that proposed amendments be presented to the Animal Shelter Advisory Committee for their recommendation, and that staff return to the City Council with a draft amendment and recommendations within 90 days.

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

The proposed amendment aims to ban surgical procedures in domestic animals with no medical necessity. This includes aesthetic procedures such as tail docking and ear cropping, as well as other elective functional alterations for owner convenience procedures like onychectomy (partial digital amputation or commonly "declawing") and ventriculocordectomy (also known as devocalization or commonly "debarking" or "demeowing").

The primary motivation behind this proposal is to prioritize the well-being and ethical treatment of domestic animals within the city. Banning unnecessary surgical procedures aligns with contemporary standards of animal welfare and veterinary medicine, promoting responsible pet ownership and humane treatment. The primary benefit is the promotion of humane treatment of animals within the city limits. This aligns with the values of a compassionate and responsible community.

To implement this proposal, the City Manager and City Attorney will collaborate to draft the necessary amendments to Title 7. Subsequently, the proposed amendments will be presented to the Animal Shelter Advisory Committee (ASAC) for their recommendation. The involvement of the Animal Shelter Advisory

Committee provides a platform for additional input and recommendations. The goal is to deliver a final draft along with recommendations from City staff and the ASAC back to the City Council for consideration within 90 days.

For full clarity, this amendment shall be constructed so as not to ban procedures such as spay/neuter or minor ear clipping related to a sanctioned Trap-Neuter-Return (TNR) program.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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

DEPARTMENT HEAD:

File #: 23-1592, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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All Districts
Police, Assistant Chief Zina Silva, (915) 212-4306

AGENDA LANGUAGE:

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

Discussion on City Council-requested action to develop additional Police Department policies with respect to gender-diverse individuals and bias-free policing. [POSTPONED FROM 12-12-2023]

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

AGENDA DATE: December 11, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Executive Assistant Chief Zina Silva, (915) 212-4306

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2 – Set the Standard for a Safe and Secure City

SUBGOAL:

SUBJECT:
Discussion on City Council-requested action to develop additional Police Department policies with respect to gender-diverse individuals and bias-free policing.

BACKGROUND / DISCUSSION:
On or about September 12th 2023, City Council directed the El Paso Police Department and the City Manager's Office to work with the community to ensure that the El Paso Police Department's Policies include policies on bias-free policing and policies for interactions with gender-diverse individuals.

PRIOR COUNCIL ACTION:
September 12th 2023

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

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

DEPARTMENT HEAD:

11/27/23

Peter Pacillas, Chief, Police Department

1200 GENERAL

The El Paso Police Department is committed to providing services and enforcing laws in a professional, nondiscriminatory, fair, and equitable manner. The Department prohibits discrimination against individuals based on gender identity or expression. Officers shall be fair and equitable in the treatment of all individuals they come in contact with, including gender-diverse individuals. An individual's gender-diverse status is never by itself a lawful basis for a stop, search, or arrest and is strictly prohibited. Officers must possess either reasonable, articulable suspicion or probable cause to conduct any form of a stop on citizens. This policy was written in collaboration with the Borderland Rainbow Center, Sun City Pride, Gender and Sexualities Alliance Board, Texas Rising, and Planned Parenthood.

1200.1 DEFINITIONS

A. Biased policing: Discrimination in the performance of law enforcement duties or delivery of police services, based on personal prejudices or partiality of agency personnel toward classes of people based on specified characteristics. Such characteristics include, but are not limited to, age, disability status, economic status, familial status, gender, gender identity, homelessness, mental illness, national origin, political ideology, race, ethnicity, or color, religion, or sexual orientation.

B. Bias Free Policing: Conduct of agency personnel wherein all people are treated in the same manner under the same or similar circumstances irrespective of specified characteristics.

C. Cisgender: An adjective that refers to individuals who express themselves as and identify with the gender they were assigned at birth.

D. Gender identity: A gender-related identity, appearance, expression, or behavior of an individual, regardless of the individual's assigned sex at birth.

E. Gender Expression: An individual's public manifestation of being male or female through external characteristics and behaviors, such as clothing, haircut, body characteristics, voice and speech patterns.

F. Non-Binary: An adjective that refers to individuals who identify as neither entirely male nor entirely female.

G. Transgender: An adjective that refers to any individual who identity or behavior differs from stereotypical or traditional gender expectations to include individuals and others whose appearance or characteristics are perceived to be gender-atypical. Note, the term transgender is correctly used as an adjective; hence the term "transgender people" would be appropriate, but referring to people as "transgenders" or "transgendered" is often viewed as disrespectful.

H. Gender Nonconforming: A description meaning that an individual's gender expression is different from the stereotyped expectations of how the individual should look or act based upon the individual's sex assigned at birth.

I. Misgendering: The act of referring to an individual using pronouns other than the individual's declared gender pronouns.

J. Intersex: A general term used to describe a variety of conditions in which a person is born with a variation in sex characteristics, including chromosomes, reproductive anatomy and/or or genitals, and therefore cannot be distinctly identified as male or female. For example, a person may be born with genitalia that appear female, but with internal anatomy that is predominantly male. Being intersex is different from being transgender; the term "intersex" is not synonymous with the term "transgender."

K. LGBT: An acronym for "lesbian, gay, bisexual and transgender."

L. Sex Assigned at Birth (Synonymous with "Designated Sex"): An individual's sex (male or female) determined at birth based upon the individual's genitals, reproductive organs and/or chromosomes, and designated on the individual's birth certificate.

M. Sex Reassignment Surgery (SRS): The surgical procedures used to medically assist an individual's transitioning from one sex to another. A person can be transgender and not have SRS. Not all transgender people choose to or can afford to have SRS. "SRS" is a preferred term as compared with the term "sex change operation."

N. Female to Male (or FTM): A transgender person whose sex assigned at birth was female and whose gender identity is male.

O. Male to Female (or MTF): A transgender person whose sex assigned at birth was male and whose gender identity is female.

P. Dead Name: The name assigned at the time of birth but rejected by a transgender individual.

Q. Single-occupancy bathroom or changing facility: Means a facility designed or designated for use by only one person at a time, where a person may be in a state of undress, including a single toilet restroom with a locking door that is designed or designated as unisex or for use based on biological sex.

R. Locker rooms: Gender neutral, shared facility, for storing and retrieving personal items, assigned equipment and clothing.

1200.2 PURPOSE

This policy establishes guidelines and operating procedures for employees when interacting with transgender, intersex, and gender nonconforming individuals whether they are an employee or a member of the public.

1200.3 DEPARTMENTAL TRAINING

Every employee is responsible for knowing and complying with bias-free policing policies and the Chief of Police is tasked with reinforcing that bias-based policing is unacceptable. The Training Academy will conduct training yearly to all officers. Training may include but not be limited to:

A. Bias-free policing
B. Respect of persons' choice
C. Searches
D. Sexual Harassment
E. Whistleblower Policy
F. Non-Discrimination Policy

1200.4 DISCRIMINATORY REFERENCES

A. Department employees will exhibit professionalism and courtesy during all interactions with

members of the public and fellow employees including: transgender, intersex, or gender nonconforming individuals. Questions related to preferred pronouns should be asked in a respectful manner.

1. Employees shall not refer to any person in a derogatory manner because of their gender identity or gender expression.
2. Employees should use pronouns that match the gender identity of the individual (e.g., "she, her, hers" for an individual whose gender identity is female; "he, him, his" for an individual whose gender identity is male).
3. Employees may make an initial assumption about an individual's gender identity based upon the individual's general appearance, including clothing, body characteristics, behavior, voice, and hair cut/style.
4. Regardless of the individual's public appearance, employees should classify an individual's gender identity in accordance with statements or requests made by the individual, such as, if the individual asks the employee to use different pronouns.

B. When requested, employees should address transgender, intersex, and gender nonconforming individuals by their chosen name rather than the name which is on their government-issued identification.
C. It is against the policy of the El Paso Police Department to discriminate against an employee or a member of the public on the basis of that person's actual or perceived gender identity or expression.
D. The police departments response to hate crime offenses can be found under section 421 of the El Paso Police Department Procedures Manual.

1200.5 SEARCHES, PHYSICAL ARREST AND TRANSPORTATION

A. Employees searching, frisking, patting down, arresting, or transporting a transgender, intersex, or gender nonconforming individual, or performing similar official actions or duties (excluding preparation of written documents) in connection with such individuals, shall interact with the individual and apply the appropriate departmental procedures based upon the individual's gender identity determined by either self-admittance by the individual or determination by the officer based on reasonable determination. Employees conduct arrest, search, and transportation based on established departmental policies and procedures, Section 303 Stop and Frisk, Section 305 Arrests, and Section 306 Care, Transport and Booking of Prisoners of the El Paso Police Department Procedures Manual.
B. Officers will not conduct any searches to determine an individual's sex.
C. Two officers will be present for searches of gender-diverse individuals when feasible.
D. Officers will inform gender-diverse individuals of their right to express a preference of officer gender for searches.
E. Officers will not seize or remove appearance-related items if those items would not typically be removed or confiscated from non-gender diverse individuals.
F. Officers will transport and house gender-diverse individuals alone, whenever possible.
G. When transferring custody of gender-diverse individuals to other law enforcement agencies, facility, or prisoner transport service the officer will verbally advise the receiving agency/officer that the individual is gender-diverse and will relay any relevant identification-related information, including how the individual would like to be addressed.

1200.6 ARREST AND INCIDENT REPORTS

A. When completing arrest and incident reports employees shall use the names of the persons as they

are legally known. When members learn that a person is transgender or uses a preferred name, employees shall note the information under alias in the name module.

B. Regardless of the legal name and gender of an individual, EPPD shall use the individuals preferred name and pronouns when communicating and when talking about the person to third parties unless the disclosure of the information is necessary for official law enforcement purposes.

1200.7 COMPLAINTS

Citizen complaints in response to allegations of bias-based policing or mistreatment will follow established policy and procedure as described in sections 902.1 and 901.1 of the El Paso Police Department Procedures Manual on documentation and investigation of complaints. Complaints may be filed with either Internal Affairs or any Departmental Supervisor. Supervisors receiving complaints on bias-based policing allegations will document the complaint on a blue team log. The log will be forwarded to Internal Affairs for disposition.

1200.08 QUARTERLY REPORTS

Internal Affairs will produce a quarterly report documenting the complaints received during each quarter of allegations of bias-based policing, along with the Department's efforts to prevent bias-based policing, and any disparate impacts of policing. The report will be forwarded to the City Attorney for review and ultimately available to the public on the El Paso Police Department's website.

El Paso Police Department

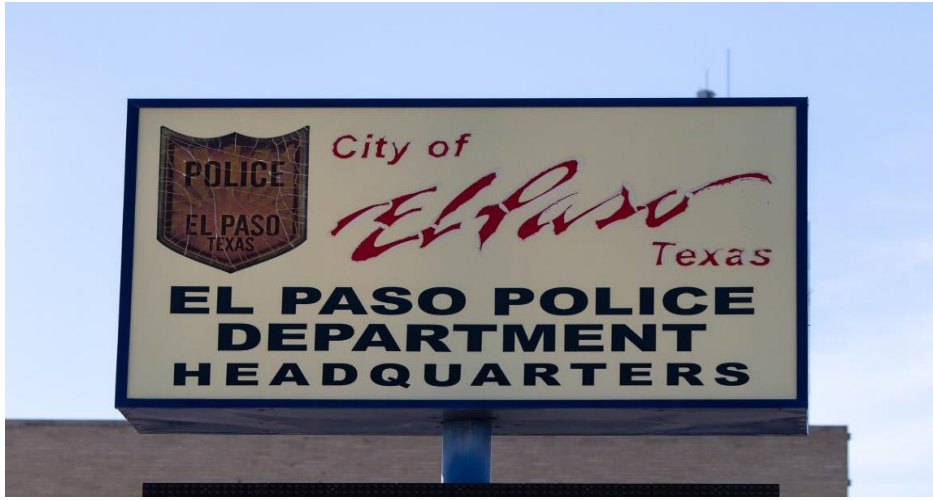
Evaluation of Police Policies and Procedures to improve Transgender and Gender-Diverse interactions

SAFE & BEAUTIFUL NEIGHBORHOODS

GOAL 2 – SET THE STANDARD FOR A SAFE AND SECURE CITY

Council Resolution 09/12/2023

City Council directs the City Manager and City Attorney to evaluate new policies and training to potentially improve how transgender and gender-diverse individuals are identified by the El Paso Police Department in its internal and external communications



City Council

Invite participation in the process from the following individuals: Borderland Rainbow Center, Sun City Pride, The Gender and Sexualities Alliance Board, Texas Rising and Planned Parenthood

El Paso Police Department
LGBTQ+ Policy Committee
Borderland Rainbow Center
Sun City Pride
Texas Rising
Gender and Sexuality Alliance Board
Planned Parenthood
Community Member
*Police Association

City Council:

A policy that establishes guidelines for the appropriate treatment of gender-diverse individuals who come in contact with the El Paso Police Department, and that the guidelines include, but are not limited to:

Gender-diverse status is never by itself a lawful basis for a stop, search, or arrest;

Put in more language that discusses probable cause

El Paso Police Department

El Paso Police Department Procedures Manual	Chapter 12: Gender-Diversity and LGBTQ+ Police Interactions
1200 LGBTQ+ Police Interactions	Policy Effective: 12/00/2023 Previous Version:

1200 GENERAL

The El Paso Police Department is committed to providing services and enforcing laws in a professional, nondiscriminatory, fair, and equitable manner. The Department prohibits discrimination against individuals based on gender identity or expression. Officers shall be fair and equitable in the treatment of all individuals they come in contact with, including gender-diverse individuals. An individual's gender-diverse status is never by itself a lawful basis for a stop, search, or arrest and is strictly prohibited. Officers must possess either reasonable, articulable suspicion or probable cause to conduct any form of a stop on citizens. This policy was written in collaboration with the Borderland Rainbow Center, Sun City Pride, Gender and Sexualities Alliance Board, Texas Rising, and Planned Parenthood.

1200 GENERAL

1200.2 PURPOSE

This policy establishes guidelines and operating procedures for employees when interacting with transgender, intersex, and gender nonconforming individuals whether they are an employee or a member of the public.

City Council:

Employees will ask an individual about preferred name, gender identity, and pronouns, and will address and refer to gender-diverse individuals by their preferred names, gender identity, and preferred pronouns;

City Council:

Officers will not conduct any searches to determine an individual's sex;

Officers who conduct a frisk must be prepared to articulate the specific factors leading to reasonable suspicion that the officer or others were in danger – these factors shall be listed in the report

City Council

Before beginning the frisk of a person, officers should let the person know that they are going to conduct a frisk.

The officer should begin the frisk of a person at the part of the person's outer clothing most likely to contain a weapon or dangerous instrument

Whenever possible two officers will be present for searches of gender-diverse individuals, except in the case of an emergency, such as when someone's life is in danger;

Officers will inform gender-diverse individuals of their right to express a preference of officer gender for searches;

Officers will not seize or remove appearance-related items, if those items will not typically be confiscated from non-gender-diverse individuals;

City Council:

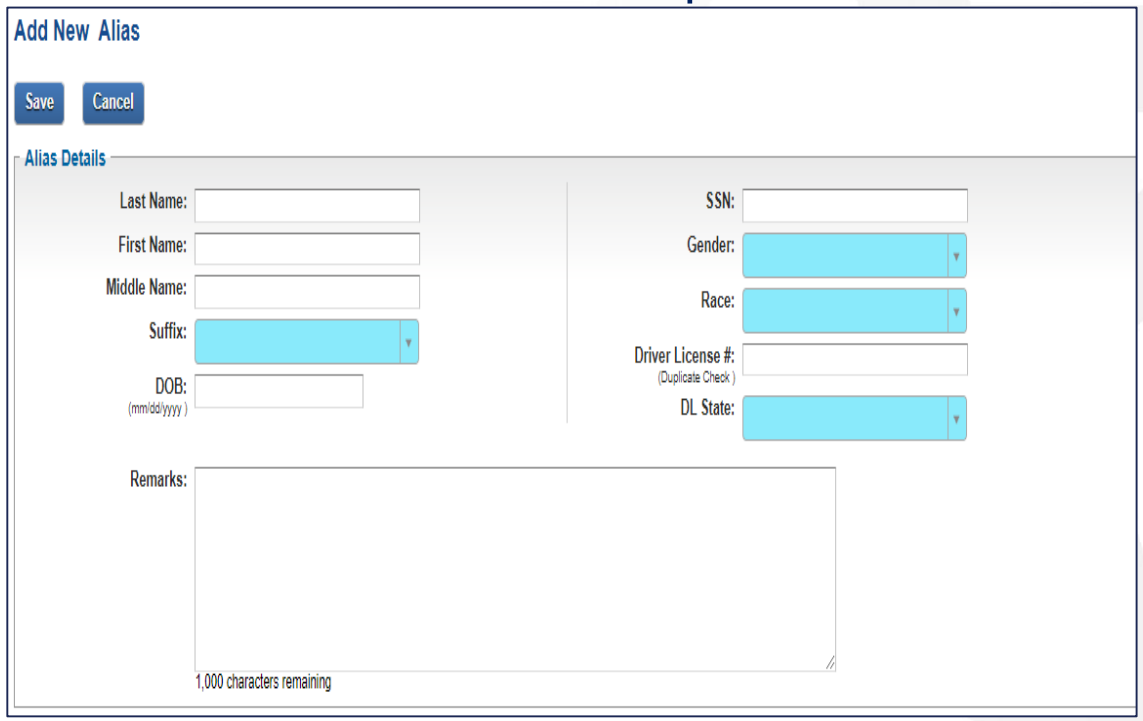
Officers will transport and house gender-diverse individuals alone, whenever possible;

When transferring custody of gender-diverse individuals to other law enforcement agencies or other facility, the officer will verbally advise the receiving agency/officer that the individual is gender-diverse and will relay any relevant identification related information, including how the individual would like to be addressed

City Council:

When completing official handwritten or electronic EPPD documents, the employee will include the individual's adopted name as the "Also Known As (AK.A.)" name.

El Paso Police Department



BIAS FREE POLICING – create policies that ensures the Police Department is committed to providing services and enforcing laws in a professional, nondiscriminatory, fair, and equitable manner and ensures the department recognizes that bias-based policing is the different treatment of any person by officers motivated by any characteristic of protected classes under state, federal, and local laws, such characteristics include, but are not limited to, age, disability status, economic status, familial status, gender, gender identity, homelessness, mental illness, national origin, political ideology, race, ethnicity, or color, religion, or sexual orientation, and that these policies include:

City Council:

Every employee is responsible for knowing and complying with bias-free policing policies and the Chief of Police is tasked with reinforcing that bias-based policing is unacceptable through specific yearly training, regular updates, and such other means as may be appropriate;

El Paso Police Department:

1200.3 DEPARTMENTAL TRAINING

Every employee is responsible for knowing and complying with bias-free policing policies and the Chief of Police is tasked with reinforcing that bias-based policing is unacceptable. The Training Academy will conduct training yearly to all officers. Training may include but not be limited to:

A. Bias-free policing
B. Respect of persons' choice
C. Searches
D. Sexual Harassment
E. Whistleblower Policy
F. Non-Discrimination Policy

EPPD currently teaches a four hour training on implicit bias to new recruits

City Council:

The chief legal officer will prepare a report that describes and analyzes bias-based policing allegations during each quarter and the status of the Department's effort to prevent bias-based policing, and any disparate impacts of policing, and will make the report available to the public on the El Paso Police Department's website.

El Paso Police Department:

1200.10 QUARTERLY REPORTS

Internal Affairs will produce a quarterly report documenting the complaints received during each quarter of allegations of bias-based policing, along with the Department's efforts to prevent bias-based policing, and any disparate impacts of policing. The report will be forwarded to the City Attorney for review and ultimately available to the public on the El Paso Police Department's website.

City Council:

A policy that outlines the Department's response to hate crime offenses, malicious harassment, and other incidents involving bias

El Paso Police Department:

421.2 REPORTABLE HATE CRIMES

Murder	Rape
Robbery	Aggravated Assault
Burglary	Larceny-Theft
Motor Vehicle Theft	Arson
Simple Assault	Intimidation
Vandalism	

IMPLEMENT A SAFE PLACE INITIATIVE PROGRAM

Directed towards Business Community, Schools (anti-bullying) and Medical Facilities

1. Have hate crime/bias policies in place
2. Create internal and external training program
3. Develop a website
4. Develop a mechanism to accept applications/requests
5. Receiving training from SPD
6. Create logo/artwork
7. Create a position/agency liaison

Law enforcement initiative to be solely managed and implemented by law enforcement personnel

A law enforcement agency must:
Assign a liaison officer, deputy or agent to promote coordinate, respond to community concerns and coordinate this initiative within the community

Must be fully committed to this initiative
Explain concept, mission, and goals to other officers, public, media etc.

SAFE PLACE

This business is a SPD Safe Place Location.

If a victim of a hate crime comes in to your business:

- Call 911 immediately, give the call taker as much information as possible.
- Let the victim stay in a public area within your business until the Police arrive.

If the victim leaves, call 911 back and advise that the victim has left. Give a description of their clothing and direction of travel, so we can attempt to contact them. So we can properly address suspects, collect evidence, and get their incident properly reported.

This program is for <u>ALL hate crimes</u>

Within the City of Seattle protected classes includes: Race, color, religion, ancestry, national origin, gender, sexual orientation, gender expression, gender identity, mental, physical - or sensory disabilities, homelessness, marital status, political ideology, age, or parental status.


SEATTLE POLICE
35211
SEATTLE POLICE
SAFE PLACE


NOW HIRING
POLICE
EL PASO
TEXAS
JOINEPPD.COM


EMERGENCY 911
EL PASO
POLICE
TO PROTECT AND SERVE
HQ18143
POLICE

Council Resolution 09/12/2023

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CITY OF EL PASO

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MISSION

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

VISION

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

VALUES

Integrity, Respect, Excellence, Accountability, People

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

MISIÓN

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, Respeto, Excelencia, Responsabilidad, Personas

Icon Library

Department/Division

General

File #: 23-1591, **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
Human Resources, Edward K. McDonald III, (915) 212-1282

AGENDA LANGUAGE:

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

Presentation and update on behalf of the Diversity, Equity, Inclusion, and Accessibility Cross Functional Team. [POSTPONED FROM 12-12-2023]

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

DEPARTMENT: City Manager's Department

AGENDA DATE: December 12, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER:
Robert Cortinas, Chief Financial Officer/ Deputy City Manager, (915) 212-1067

Human Resources, Edward K. McDonald III, (915) 212-1282

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:
Goal 8: Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: ***NA***

SUBJECT:
Presentation and update on behalf of the Diversity, Equity, Inclusion, and Accessibility Cross Functional Team.

BACKGROUND / DISCUSSION:
Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried to DIRECT the City Manager and City Attorney to return within 180 days with a solid ground planned of diversity, equity, and inclusion.

To create a City Wide Cross Functional Team to implement the following recommendations:

- To work together in collaboration with the Borderland Rainbow Center and other community stakeholders who prioritize equality and inclusion to create a One El Paso Safer Together campaign.
- Deprioritize the enforcement of seeking or receiving gender-affirming care in our city limits. Taxpayer Dollars shall not be used frivolously for programs or efforts to criminalize people who seek access to gender-affirming care, city funds shall not be used to solicit, catalog, report, or investigate reports of those seeking gender-affirming care, and police shall make investigating those seeking gender-affirming care their lowest priority.
- Deprioritize the enforcement of attacks on Drag Performance and local businesses in our city limits

PRIOR COUNCIL ACTION:
Council motion June, 2023.

AMOUNT AND SOURCE OF FUNDING:
N /A

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

DEPARTMENT HEAD:

DEIA CFT Update

Mr. Robert Cortinas
Senior Executive Sponsor

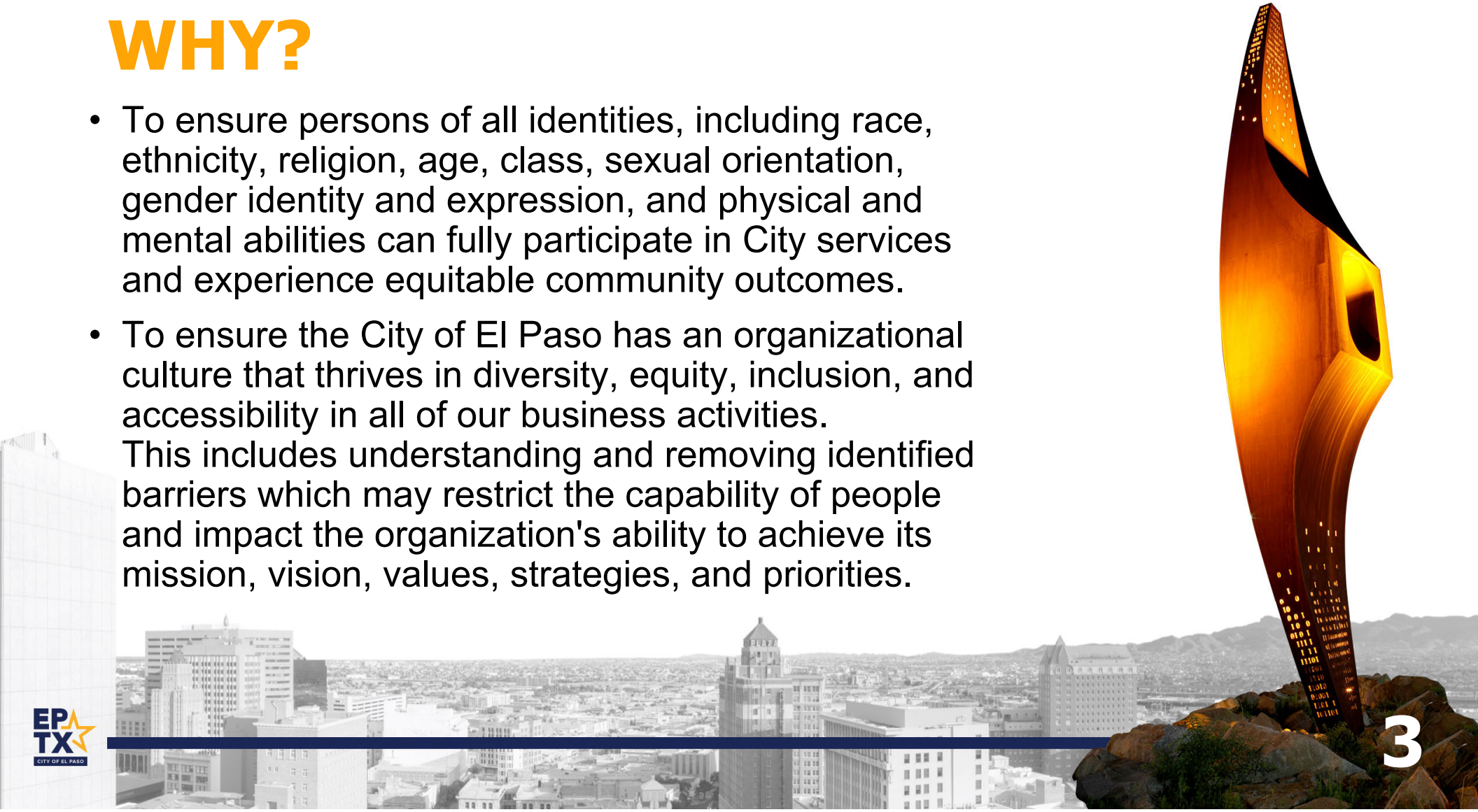
Dr. Edward K. McDonald III
Director, Enterprise Risk & Safety Office

City Council Action to Direct

- Solid ground plan and guidance on how to:
  - Create a City Office & Advisory Board in the area of DEI
  - Work with select community stakeholders on matters of DEI
  - Deprioritize enforcement on gender affirming care and attacks on drag performances and businesses in the city limits

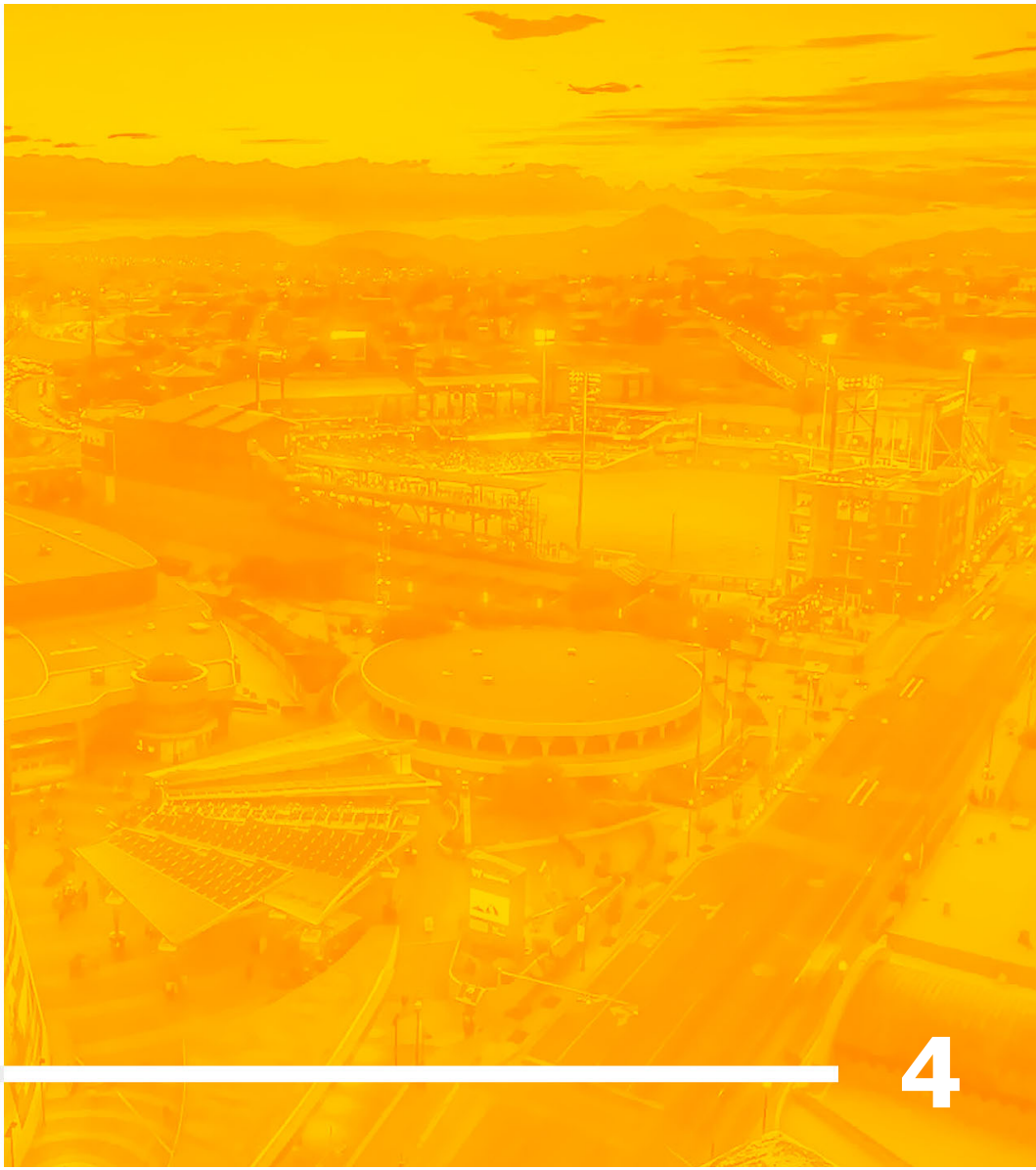
WHY?

- To ensure persons of all identities, including race, ethnicity, religion, age, class, sexual orientation, gender identity and expression, and physical and mental abilities can fully participate in City services and experience equitable community outcomes.
- To ensure the City of El Paso has an organizational culture that thrives in diversity, equity, inclusion, and accessibility in all of our business activities.
  This includes understanding and removing identified barriers which may restrict the capability of people and impact the organization's ability to achieve its mission, vision, values, strategies, and priorities.



DEIA CFT

- Robert Cortinas - Sr. Executive Sponsor
- Capital Improvement (Planning)
- Communication & Public Affairs
- Community & Human Development
- Economic Development
- Human Resources
- Legal
- Public Safety
- Purchasing
- Quality of Life
- Risk & Safety
- Sun Metro
- Transformation Office



Roadmap Overview

- July-August
  - Initial internal discussion regarding directive and approach
  - Business Case development
  - Identifying DEIA Champions to begin leading the initiative
  - Development of Focus Areas. Performance Domains

Roadmap Overview

- September
  - Small task group met to develop DEIA Oversight CFT
  - Review of City Council directive
  - Identify department disciplines for CFT
  - Draft DEIA Statements (e.g., Why, Purpose, Commitment)

Roadmap Overview

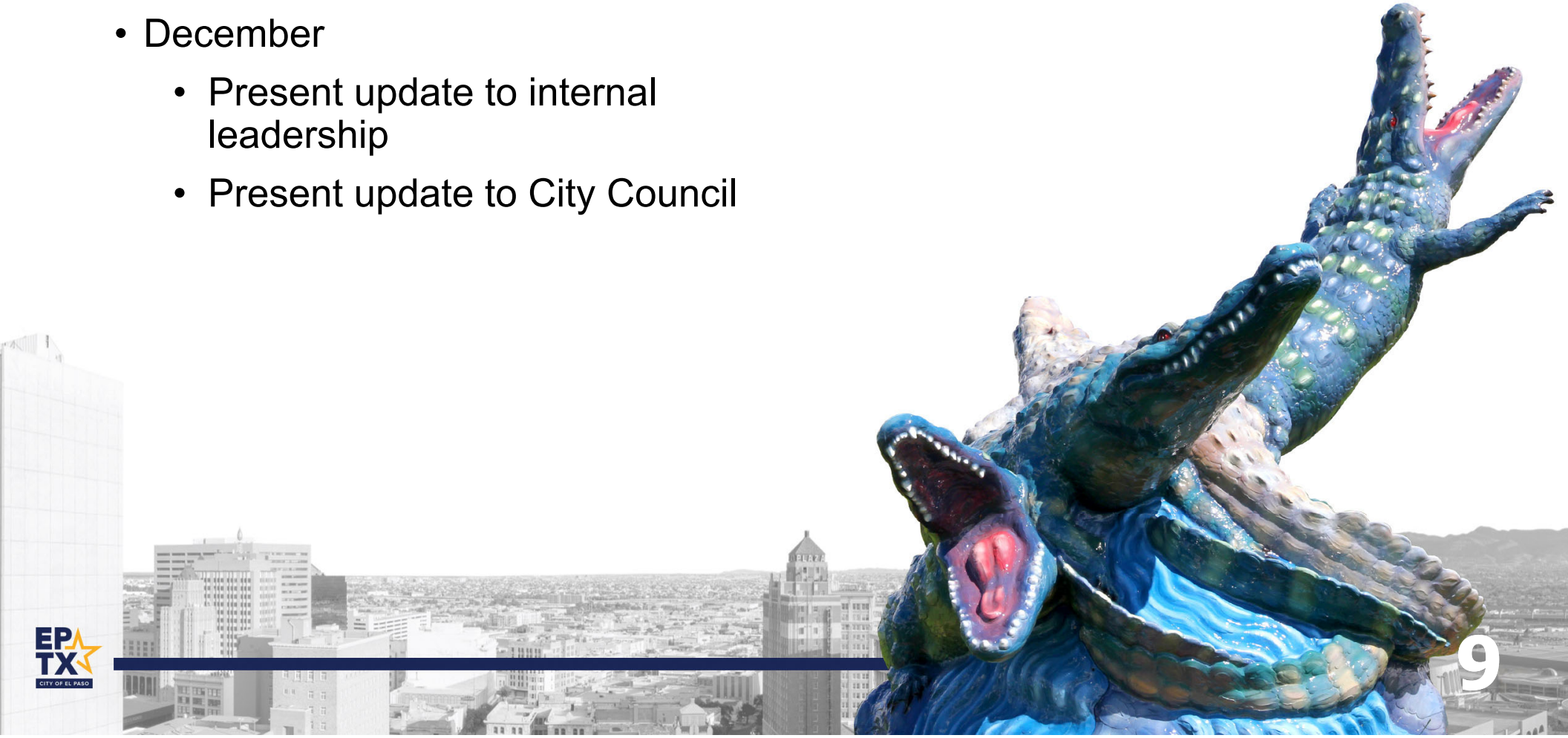
- October
  - DEIA Oversight CFT Kickoff Meeting held
  - Reviewed of directive
  - Discussed best approach to achieve the deliverables
  - CFT identified current performance practices
  - Identifying potential local partnerships

Roadmap Overview

- November
  - Equity Officer Position – Review and revision of Social Equity Officer job specifications
  - Created DEIA Key Objective Focus Areas
  - Created DEIA Performance Metric Domains

Roadmap Overview

- December
  - Present update to internal leadership
  - Present update to City Council



CFT Identified Implications

Funding Commitment

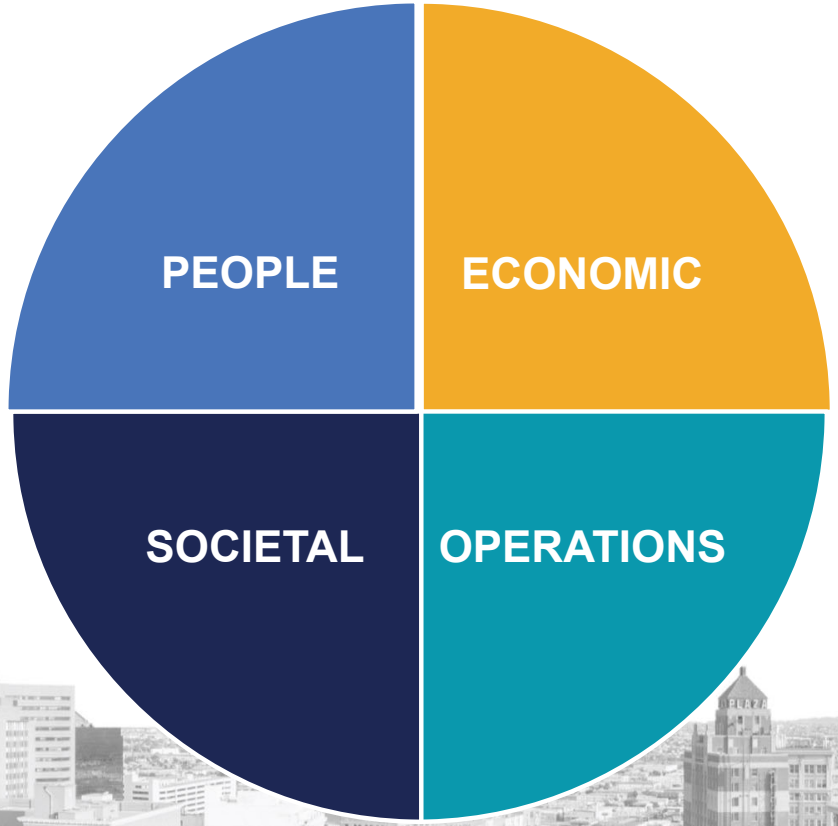
Governance & Compliance

Internal & External Engagement

Social Equity Officer Position Details

- Overseeing implementation of DEIA plans
- Provides technical assistance to City department
- Increase the visibility, involvement, and support of community organizations in equity.
- Gathers input from diverse community groups
- Exercises lived and studied experiences

Centralizing DEIA Performance Metric Domains



EP TX CITY OF EL PASO

Starting From Experience

PEOPLE

ADA Initiatives: “Low Sensory Initiative”

Community Initiatives: *“Opportunity Youth and Young Adults”*

ECONOMIC

Inclusive Procurement

Airport – Airport Concessions Disadvantage Business Enterprises

Starting From Experience

SOCIETAL

Title VI & VII Compliance

Revised Discrimination Policy

Safe Place Initiatives in EPPD

OPERATIONS

Employee Pulse Survey

Purchasing Disparity Study

Diverse Advisory Boards

Short Term Outlook

Social Equity Officer

Community Partnerships & Outreach

Identify Resources

Next Update CY24 Q1

File #: 24-95, **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
Capital Improvement Department, Yvette Hernandez, (915) 212-1860
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

AGENDA LANGUAGE:

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

Discussion and action on the award of Task Order #3V-1 for Solicitation 2022-0678, Fire Station #16 Renovations to Veliz Construction for a total estimated award of $1,399,450.03

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

AGENDA DATE: January 17, 2024

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860
Katherine N. Cote, Managing Director of Purchasing & Strategic Sourcing,

(915) 212-1092

DISTRICT(S) AFFECTED: #2

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase public safety operational efficiency

SUBJECT:

Discussion and action on the award of Task Order #3V-1 for solicitation 2022-0678, Fire Station #16 Renovations to Veliz Construction for a total estimated award of $1,399,450.03

BACKGROUND / DISCUSSION:

In 2019, voters El Paso voters passed the $413 million Public Safety bond requesting new funds for police and fire facilities.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On October 11, 2022 the City of El Paso approved the award of Solicitation 2022-0678 Job Order Contracting and Facilities Construction to Veliz Company, LLC dba Veliz Construction, Keystone GC, LLC and Jordan Foster Construction LLC. For a term of two (2) years and three (3) one (1) year options. The length of each contract including the initial term plus options is five (5) years for an estimated total aggregate of $20,000,000.00. The award of the contracts will allow to perform maintenance, repair, alteration, renovation, remediation, or minor construction for the City of El Paso facilities.

AMOUNT AND SOURCE OF FUNDING:

Amount: $1,399,450.03
Funding Source: 2019 Public Safety Bond
Account: 190 – 4820 – 29090 – 580270 – PCP22FS16RENOV2

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Fire Department

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, P.E.,
City Engineer

File #: 24-104, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Office of the Comptroller, Margarita M. Marin, (915) 212-1174

AGENDA LANGUAGE:
This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
The linkage to the Strategic Plan is Subsection: 6.6 Ensure continued financial stability and accountability through sound financial management, budgeting, and reporting.

Award Summary:
The award of solicitation 2024-0028R Depository Services to Wells Fargo Bank, N.A., for a five (5) year term for an estimated amount of $1,400,000.00. The contract will allow for the processing of depository, investment, and banking services for the City of El Paso.

Contract Variance:
No contract variance, replacement contract.

Department:	Office of the Comptroller
Award to:	Wells Fargo Bank
City & State:	Houston, TX
Item(s):	All
Initial Term:	5 Years
Option Term:	N/A
Total Contract Time:	5 Years
Annual Estimated Award:	N/A
Initial Term Estimated Award:	$1,400,000.00
Option Term Estimated Award:	N/A
Total Estimated Award	$1,400,000.00
Account(s)	N/A
Funding Source(s):	Earnings credit on available demand deposit balances and Investment earnings on excess cash balances
District(s):	All

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing Department and the Office of the Comptroller departments recommend award as indicated to Wells Fargo Bank, N.A. the sole offeror based on the evaluation factors established in the evaluation criteria for this procurement. Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

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

AGENDA DATE: January 17, 2024

PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Margarita M. Marin, Comptroller (915) 212-1174
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: 6.6 – Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

SUBJECT:
Discussion and action that the City Manager be authorized to sign Contract 2024-0028R Depository Services by and between the City of El Paso and Wells Fargo Bank, N.A. to provide depository, investment, and banking services for a term of five (5) years from the effective date of the Agreement. This is a service requirement contract at a currently estimated cost to the City of El Paso of $1,400,000.00 which will be offset by revenue.
.

BACKGROUND / DISCUSSION:
The Depository Services agreement provides for banking, investment, and depository services for the City of El Paso in accordance with Section 105.034 of the Local Government Code.

SELECTION SUMMARY:
Solicitation was advertised on September 12, 2023 and September 19, 2023. The solicitation was posted on City website on September 12, 2023. There were a total fourteen (14) viewers online; Two (2) proposals were received; none from local suppliers. An inadequate competition survey was completed for this item.

CONTRACT VARIANCE:
N/A.

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $1,400,000.00
Funding Source: Earnings credit on available demand deposit balances and investment earnings on excess cash balances

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X_ YES ___NO

PRIMARY DEPARTMENT: Office of the Comptroller
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Margarita Marin, City Comptroller

Project Form
Request for Proposals

**********Posting Language Below **********

Please place the following item on the **REGULAR** Agenda for the City Council of **January 14, 2024.**

Strategic Goal 6 - Set the Standard for Sound Governance and Fiscal Management

The linkage to the Strategic Plan is subsection: 6.6 Ensure continued financial stability and accountability through sound financial management, budgeting, and reporting

Award Summary:
The award of solicitation 2024-0028R Depository Services to Wells Fargo Bank, N.A., for a five (5) year term for an estimated amount of $1,400,000.00. The contract will allow for the processing of depository, investment, and banking services for the City of El Paso.

Contract Variance:
No contract variance, replacement contract

Department:	Office of the Comptroller
Award to:	Wells Fargo Bank, N.A.
City & State:	Houston, TX
Item(s):	
Initial Term:	5 Years
Option Term:	N/A
Total Contract Time:	5 Years
Annual Estimated Award:	N/A
Initial Term Estimated Award:	$1,400,000.00
Option Term Estimated Award:	N/A
Total Estimated Award	$1,400,000.00
Funding Source(s):	Earnings credit on available demand deposit balances and investment earnings on excess cash balances
District(s):	All

Contract Variance:
No contract variance, new contract

This was a Request for Proposals Procurement – service contract

The Purchasing & Strategic Sourcing Department and the Office of the Comptroller departments recommend award as indicated to Wells Fargo Bank, N.A. the sole offeror based on the evaluation factors established in the evaluation criteria for this procurement. Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

Committee Score Sheet

CITY OF EL PASO RFP SCORESHEET

PROJECT: 2024-0028R Depository Services

Evaluation of Submittal

	MAX POINTS	Wells Fargo Bank, N.A.
Factor A - Ability of the Bank to Provide Required Services		
The City outlines the required services in Part 3 of the Request for Application for the Performance of Depository Services. This evaluation factor will focus on the Bank's ability to provide those required services within any period, criteria, or scope presented in Part 3.	35	34
Factor B - Bank and Account Executive References		
The Bank will provide three references that have a current relationship with the Bank. The City will seek responses from the Bank's references to questions regarding the Bank and the designated Account Executive (hereafter "Bank"). The questions will relate to the degree of support provided by the Bank, the timeliness of the Bank's response to questions and issues, the degree of change experienced in assigned Bank personnel, and the ability of the Bank to respond to unusual events (if any).	20	19
Factor C - Quantity and Location of Bank Branches		
The quantity and location of Bank branches will be evaluated as it relates to the City's ability to efficiently make deposits and to receive any locally provided services, as well as a taxpayer's ability to conveniently pay property taxes.	20	19
Factor D – Account Analysis Fees		
Attachment A will outline the principal types of services that the City anticipates utilizing. The Bank will provide its cost schedule related to those services. The link to this attachment is Labeled Factor D	20	19
Factor E - Community Involvement		
The Bank will provide a description of its current local community involvement. If possible, include the degree of participation by local bank personnel and any relevant financial contributions by the Bank to local community organizations.	5	4
TOTAL SCORE to be completed by P&SS	100	95.00
Rank To be completed by P&SS		

CITY OF EL PASO
REQUEST FOR PROPOSALS TABULATION FORM

Bid Opening Date: October 11, 2023 | **Solicitation #: 2024-0028R**

Project Name: Depository Services | **Department: Office of the Comptroller**

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Wells Fargo Corporate & Investment Banking	Houston, TX	YES

RFPs SOLICITED: 877 LOCAL RFPs SOLICITED: 300 RFPs RECEIVED: 1 LOCAL RFPs RECEIVED: 0 NO BIDS: 4

NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

Approved: __/s/_____
Date: 10/12/2023

2024-0028R Depository Services- As of 11/23/2023

Participant	Participant Name	Response Dat	Response Status	City	State	Classifications
1	Wells Fargo Corporate & Inves	10/10/2023	Submitted	Houston	TX	
2	Citigroup	09/12/2023	No Bid	New York	NY	
3	Bank of America (BofA Securit	09/12/2023	No Bid	Dallas	TX	
4	BofA Securities, Inc.	09/12/2023	No Bid	Dallas	TX	
5	GECU	09/12/2023	No Bid	El Paso	TX	
6	HSBC		Viewed	New York	NY	
7	J.P. Morgan Chase		Submitted-Late	Fort Worth	TX	
8	PNC Financial Services		Viewed	Pittsburgh	PA	
9	Memphis Capital		Viewed	Memphis	TN	
10	Fifth Third Bank		Viewed	Cincinnati	OH	
11	Synchrony Bank		Viewed	Stamford	CT	
12	Sunflower Bank		Viewed	El Paso	TX	
13	Teas Capital Bank		Viewed	Dallas	TX	
14	Truist Financial		Viewed	Charlotte	NC	

RESOLUTION

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

That the City Manager be authorized to sign a contract between the City of El Paso ("City") and Wells Fargo Bank, N.A. to provide depository services to the City, for a five (5) year term from the effective date, for a total estimated award of $1,400,000.00 which will be offset by revenue. Additionally, it is requested that the City Attorney's Office review and that the City Manager, Comptroller, or authorized designee to execute any related contract documents and agreements, including amendments which do not affect the material terms o this agreement and are necessary to effectuate the intent of this award.

APPROVED this _____ day of _____, 2024.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Robert Cortinas
Chief Financial Officer

Master Agreement for Treasury Management Services

The service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each a "Service").

"You," "your" or "yours" refer to the City of El Paso, Texas ("City", "Customer" or "Company") as identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document. The City of El Paso enters into this agreement subject to the limitations prescribed by Texas State law, applicable to the provision of Treasury Management Services.

You and we agree:

1. **Service documentation.** The Service Documentation contains the terms governing each Service and includes:

   a. The Service Description (which contains terms and conditions applicable to the specific Service),
   b. The Acceptance (which indicates your acceptance of the Service Documentation),
   c. This Agreement (which contains terms and conditions applicable to all Services),
   d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
   e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
   f. User Guides (which include our vendors' and our documentation related to the installation, set-up function, features, operation, use, pricing or other aspects of the Services, including Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

2. **Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.

3. **Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on Vantage. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect. you will be bound by the change. As used in this Agreement, the term "Applicable

Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

4. **Term and termination**. Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

We may suspend or terminate any Service:

a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or

b. Without prior notice to you if:

i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,

ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,

iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,

iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),

v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or

vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any Vantage access rights under section 9(d) below.

5. **Service fees**. You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may

debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.

6. **Security procedures.**

a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction). and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.

b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.

7. **Confidential information.** Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides, (b) Security Procedures, passwords, codes, security devices and related instructions and technical and non-technical information and intellectual property rights relating to our vendors' or our technology, IT infrastructure or data security, including trade secrets, systems information security program or processes, SSAE or SOC reports, and testing procedures or results. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

a. Maintain the confidentiality of the Confidential Information,
b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions,

including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

City is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that City shall be obligated to comply with the Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Public Information Act or not otherwise excepted from disclosure under the Texas Public Information Act, City shall be relieved of said duties without penalty or further liability. In the event that City receives a request, pertaining to this Agreement or information resulting from this Agreement, under the Public Information Act for Confidential Information it shall immediately notify Wells Fargo and confer on whether disclosure should be opposed. It is expressly agreed that City may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. Wells Fargo may be asked to support such requests for determination by the Attorney General. It is further agreed that City, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that City, its officers and employees shall have no liability to Wells Fargo for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require City or Wells Fargo to violate the terms of the Public Information Act.

8. **Currency conversion.** When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.
If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. **Vantage.**

a. Description of Vantage. Vantage is our electronic banking platform that is accessed through the Internet. Your Authorized Agents (defined below) may use Vantage to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through Vantage. We offer different channels through which you may access Vantage, including personal computers and mobile devices. We may add or eliminate channels at any time. A

WELLS FARGO

Service or third-party site accessible through one channel may not be accessible through another channel.

b. Access to Vantage. When you enroll in Vantage, and as we may determine is necessary after enrollment, we will provide log-On Credentials (defined below) to the persons who are authorized to access Vantage on your behalf (each, an "Authorized Agent"). log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through Vantage, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your log-On Credentials and (ii) unencrypted electronic transmissions.

c. Administration of Vantage. We offer two options for administering Vantage: (i) Administration and (ii) Bank administration.

i. Administration. If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:

(1) A Company Administrator, who may perform al l functions of your initial Company Administrator,
(2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
(3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent:

Users. We will assign Log-On Credentials to each User you designate.

WELLS FARGO

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access Vantage. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through Vantage if we determine such use:

i. Does not comply with any term applicable to Vantage,
ii. Is not permitted by Applicable Law,
iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
iii. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).

e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at Vantage. The posting of any Financial Information or any other information or data at Vantage is not a recommendation by us of any particular Service or action. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.

f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through Vantage. This section 9 will survive the termination of any Service or this Agreement.

10. **Alerts.**

a. Non-subscribed alerts. When you enroll in Vantage or other channels or Services. you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.

b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. **Liability and indemnification.**

a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:

i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,

ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,

iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or

iv. Would possibly result in us not complying with Applicable Law.

b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

12. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.

13. **Drafts to be dishonored.**

a. **General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Draft. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.

b. **Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:

i. You, if you direct us to dishonor a Draft before the Decision Deadline, and

ii. Us at any time before midnight of the first Business Day after the day we presented the Draft to you.

To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.

c. **Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.

14. **Draft cashing.** We, or an affiliate, will not cash any Draft presented for encashment at our teller line, except at our own discretion.

15. **Liability and indemnification.**

WELLS FARGO

a. **Indemnification.** To the extent not expressly prohibited by Texas law; You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:

i. (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,

ii. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),

iii. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and

v. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:

1. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
2. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and
3. A person receives a transfer, presentment, or return of, or otherwise is charged for an "electronically-created item" in such a way that the person is asked to make payment based on an item or check it has paid.

"Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.
When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank. any subsequent collecting bank, the paying bank, and the drawer. When we transfer an

WELLS FARGO

electronic returned check for return. we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a, the term "check" and "electronically created item" includes a Draft.

b. **Unauthorized Draft**. With respect to each Draft, we:
   i. Will be deemed to be a collecting bank and not a drawee bank, and
   ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

c. **Delayed return**. You are responsible to any party that incurs a loss in connection with a Draft, if:
   i. The loss is due to a delay in the return of the Draft, and
   ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
      1. The failure of any Draft to meet our draft specifications (section 2), or
      2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon banks, blacked-out areas and printed or written text or numbers.

16. **Anti-money laundering and sanctions controls**. While this Service Description is in effect. you will:

a. Be solely responsible for monitoring, interpreting and complying with all laws, regulations. judicial and administrative decisions, and executive orders that apply to you as a provider of accounts to your customers on which Drafts are issued, including the U.S. anti-money laundering and anti-terrorist financing ("AML") and sanctions laws and regulations;

b. Maintain policies and procedures to reasonably ensure compliance with applicable provisions of the U.S. AML laws and regulations, including but not limited to the USA PATRIOT Act ("PATRIOT Act"), and regulations promulgated by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury;

c. Where you qualify under section 314(b) of the PATRIOT Act, maintain an effective notice with FinCEN evidencing your intent to engage in information sharing pursuant to section 314(b) of the PATRIOT Act:

d. If subject to the PATRIOT Act, maintain policies and procedures that include a risk assessment of its products and services, designate a Board-approved AML Compliance Officer responsible for overseeing the components of the AML Program, and include processes for training, monitoring of Drafts, recordkeeping and reporting;

e. Provide copies of your policies, procedures and practices designed to comply with this section 12, as we may request from time to time; and (b) upon our request and sole expense, allow us, or our designee, to make such on-site visits to you as we deem necessary or appropriate to review your policies, procedures and practices designed to comply with this section 12; and

f. Work with us in good faith to minimize the number of on-site visits and to limit the impact of the on-site visits on your business.

17. **Survival.** Sections 3, 4, 6, 9, 10, and 11 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Check Issue Data means for any Check or Draft, the complete serial number and numeric amount. If you have elected the Payee Validation service option under the Positive Pay Service, Check Issue Data also includes the payee's name.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Decision Deadline means on any Business Day, (i) for the Positive Pay Service, the time we establish by which you must choose to pay or return each Exception Check, and (ii) for the Reverse Positive Pay Service, the time we establish by which you must choose to edit or return each Check on the Paid Items Report.

Draft means each payable-through draft or third party draft we present to you in accordance with this Service Description and includes an Unauthorized Draft.

Item has the meaning given in the Account Agreement.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Matching Check is a Check presented to us that matches the Check Issue Data you have provided to us. Obligations means any and all advances, debts, loans, obligations and liabilities that you owe us and our affiliates pursuant to the terms of this Service Description, including any advances we make to the Funding Account pursuant to Section 3 of the Controlled Disbursements Service Description and any advances we make to the Disbursement Account pursuant to Section 4 of the Controlled Disbursements Service Description.

Representatives is defined in section 11(f) of the Master Agreement.

Unauthorized Draft means a counterfeit or altered Draft, a reproduction of a duly authorized Draft, a Draft with a forged or other unauthorized signature, or a forged, unauthorized, incorrect or illegible endorsement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day of _____, 2023.

CITY OF EL PASO

_____

Cary Westin
Interim City Manager

WELLS FARGO

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:

Margarita Marin
City Comptroller

Wells Fargo, N.A.

Nicholas London
Senior Relationships Manager

File #: 24-04, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8
Economic and International Development, Karina Brasgalla, (915) 212-1570

AGENDA LANGUAGE:

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

An Ordinance amending Ordinance No. 016528 to modify requirements for membership on the Board of Directors of the Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas.

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

AGENDA DATE: January 2, 2024
PUBLIC HEARING: January 17, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212 - 1570

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBJECT:
An ordinance amending Ordinance No. 016528 to modify requirements for membership on the Board of Directors of the Tax Reinvestment Zone Number Five, City of El Paso, Texas.

BACKGROUND / DISCUSSION:
The proposed ordinance would modify the creation ordinance for Tax Increment Reinvestment Zone #5 (TIRZ #5) to amend the membership of the Board of Directors. The members of City Council would serve as the Board with the Mayor as Chair. This is consistent with other City of El Paso Tax Increment Reinvestment Zones.

PRIOR COUNCIL ACTION:
On March 5, 2019, City Council approved an ordinance modifying Board membership.

AMOUNT AND SOURCE OF FUNDING:
N/A

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

DEPARTMENT HEAD: Karina X Brasgalla

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

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 016528 TO MODIFY REQUIREMENTS FOR MEMBERSHIP ON THE BOARD OF DIRECTORS OF THE TAX REINVESTMENT ZONE NUMBER FIVE, CITY OF EL PASO, TEXAS.

WHEREAS, by Ordinance No. 016528, adopted December 19, 2006, the City of El Paso City Council designated Tax Increment Reinvestment Zone Number Five ("the Zone") pursuant to the Tax Increment Financing Act, Chapter 311, Texas Tax Code (the "Act"), establishing the boundaries of the Zone; creating a Board of Directors (the "Board"); providing an effective and termination date for the Zone; and containing other provisions related thereto; and

WHEREAS, Ordinance No. 016528 has been amended multiple times since its enactment, including by Ordinances Nos. 016803 and 016804 on December 18, 2007; by Ordinance No. 017821 on July 17, 2012; by Ordinance No. 017861 on August 28, 2012; and by Ordinance No. 018049 on July 30, 2013 and by Ordinance No. 018911 on March 5, 2019; and

WHEREAS, the City Council wishes to amend the Board membership to be consistent with that of other City of El Paso Tax Increment Reinvestment Zones;

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

1. That Section 4 of Ordinance No. 016528 is hereby replaced in its entirety to read as follows:

> That a board of directors for the Zone ("'Board") is hereby created. The Board shall consist of nine (9) members comprised of City Council members from Districts 1 through 8 and the Mayor. The Mayor shall serve as chairman of the Board and the Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the tax increment fund may appoint one member of the board. The number of directors on the Board of Directors shall be increased by one for each taxing unit that appoints a director to the board; provided, that the maximum number of directors shall not exceed fifteen (15).
>
> The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issue bonds; (ii) impose taxes or fees; (iii) exercise the

power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

2. Except as expressly herein amended, Ordinance No. 016528 shall remain in full force and effect.

ADOPTED this _____ day of _____, 2024

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Interim Director
Economic & International Development

File #: 24-07, **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) 212-1570

AGENDA LANGUAGE:

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

An Ordinance of the City Council of the City of El Paso, Texas, approving amendment number twenty-three to the Project and Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, amending the plan to update the projected tax increment reinvestment zone revenue and establishing project cost categories.

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

AGENDA DATE: January 2, 2024
PUBLIC HEARING: January 17, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212 - 1570

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBJECT:
An ordinance of the City Council of the City of El Paso, Texas, approving amendment number twenty-three to the Project and Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, amending the plan to update the projected tax increment reinvestment zone revenue and establishing project cost categories.

BACKGROUND / DISCUSSION:
The proposed amendment would update the Project and Financing Plan for Tax Increment Reinvestment Zone #5 (TIRZ #5). The Plan is the governing document for TIRZ #5. The previous Plan was adopted on February 12, 2009 and has been amended piecemeal in the years since. The revised Plan aligns with the recommendations and priorities of the recently adopted Downtown, Uptown, and Surrounding Neighborhoods Plan. It also updates the projections for the tax increment fund and the allowable project cost categories.

PRIOR COUNCIL ACTION:
On February 12, 2009, City Council approved the TIRZ #5 Final Project and Financing Plan.

AMOUNT AND SOURCE OF FUNDING:
N/A

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

DEPARTMENT HEAD: Karina X Brasgalla

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

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, APPROVING AMENDMENT NUMBER TWENTY-THREE TO THE PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF EL PASO, TEXAS, AMENDING THE PLAN TO UPDATE THE PROJECTED TAX INCREMENT REINVESTMENT ZONE REVENUE AND ESTABLISHING PROJECT COST CATEGORIES

WHEREAS, by the City of El Paso Ordinance No. 016528, adopted December 19, 2006, the City Council created Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas (the "Zone"), establishing the boundaries of the Zone as described therein, pursuant to the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code (as amended, the "Act"); and later amended by Ordinances No. 016803 and 016804 on December 18, 2007, by Ordinance No. 017821 on July 17, 2012, and by Ordinance No. 018049 on July 30, 2013; and

WHEREAS, by City of El Paso Ordinance No. 017081, adopted March 10, 2009, the City Council approved and adopted the Project Plan and Reinvestment Zone Financing Plan for the Zone, pursuant to Section 311.011(d) of the Act after their adoption by the Board of Directors (the "Board") of the Zone; later amended on: April 7, 2009 by Ordinance No. 017102; November 17, 2009 by Ordinance No. 017239; December 22, 2009 by Ordinance No. 017258; November 8, 2011 by Ordinance No. 017674; May 15, 2012 by Ordinance No. 017788; July 17, 2012 by Ordinance No. 017821; August 28, 2012 by Ordinance No. 017861; July 30, 2013 by Ordinance No. 018049; March 4, 2014 by Ordinance No. 018132; January 6, 2015 by Ordinance No. 018302; September 6, 2016 by Ordinance No. 018566; October 4, 2016 by Ordinance No. 018578; March 21, 2017 by Ordinance No. 018645; June 13, 2017 by Ordinance No. 018689; February 20, 2018 by Ordinance No. 018756; July 9, 2019 by Ordinance No. 018940; February 4, 2020 by Ordinance No. 019021; October 27, 2020 by Ordinance No. 019110; and on March 16, 2021 by this Ordinance No. 019152; and on August 3, 2021 by this Ordinance No. 019211; and on January 4, 2022 by this Ordinance No. 019280 ; and on March 28, 2023 by this Ordinance No. 019449; and;

WHEREAS, on July 5, 2023 the City Council adopted the "Downtown, Uptown, and Surrounding Neighborhoods Plan" (the "Plan") as the master plan and guiding document for the Downtown, Uptown, and Surrounding Neighborhoods planning area which overlaps with the Zone; and,

WHEREAS, the Board supports the City in development activities for the Zone and actively participates in planning and identifying potential projects within the Zone that are consistent with and implement the Zone's Project Plan; and

WHEREAS, on July 12, 2023, the Board recommended approval of an amendment to the Zone's Project Plan and Reinvestment Zone Plan that updates the Tax Increment Reinvestment Zone revenue projections to account for projected catalyst developments and future growth for the remainder of the term and establishes project categories and total costs per Chapter 311 of the Texas Tax Code; and

WHEREAS, the proposed amendment is consistent with the other City of El Paso Tax Increment Financing Districts created that allow expenditures from the Zone through approval by the Board and final approval by City Council and do not require individual amendments to the Zone's Project Plan and Reinvestment Zone Plan Ordinance for expenditures; and

WHEREAS, pursuant to Section 311.011(e) of the Act, the Board may adopt amendments to the plans consistent with the requirements and limitations of the Act, which become effective when approved by the governing body of the municipality by a duly authorized ordinance; and

WHEREAS, the City desires to amend the Zone's Project Plan and Reinvestment Zone Financing Plan as approved by the Board, in support of community revitalization and economic development within the Zone; and

WHEREAS, it is found that inclusion of the aforementioned amendment and projects contained therein are economically feasible; and

WHEREAS, it is further found and determined that the meeting at which this Ordinance was passed was open to the public and public notice of the time, place and subject of said meeting was given all as required by Chapter 551, Texas Government Code; and

WHEREAS, the City Council, as the governing body of the City, approves the amendment to the Zone's Project Plan and Reinvestment Zone Financing Plan, as evidenced by this Ordinance;

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

SECTION 1. Except as amended herein and by properly adopted prior amendments, Ordinance 016528 shall remain in full force and effect.

SECTION 2. The amended Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, attached hereto as Exhibit A, is hereby determined to be feasible and in conformity with the City's comprehensive plan and said amendments are hereby approved.

SECTION 3. The statements set forth in the recitals of this Ordinance are declared to be true and correct and are incorporated as part of this Ordinance.

SECTION 4. The provisions of this Ordinance are severable. If any provision of this Ordinance or the application thereof to any circumstances shall be held to be invalid or unconstitutional, the remainder of this Ordinance shall nevertheless be valid.

ADOPTED this _____ day of _____, 2024

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Interim Director
Economic & International Development

ORDINANCE NO. _____

EXHIBIT A

Amended Project Plan and Reinvestment Zone Financing Plan
for Tax Increment Reinvestment Zone Number Five
of the City of El Paso, Texas

Tax Increment Reinvestment Zone #5
City of El Paso, Texas

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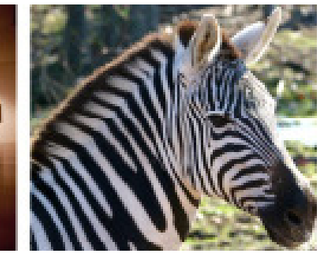
DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



El Paso is the largest metro area along the Texas-Mexico border which boasts a best-in-class, business friendly operating environment while also offering a great living experience. The region represents one of the largest manufacturing centers in North America and is recognized as globally competitive. This is largely due to El Paso's unique quality of possessing the largest bilingual and bi-cultural workforce in the Western Hemisphere.

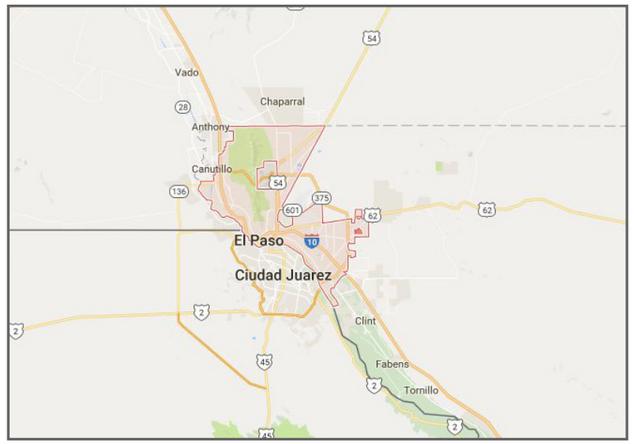
As the sixth-largest city in Texas, El Paso is a top 20% U.S. performing economy and continues to experience positive economic growth by attracting new businesses and helping existing companies to grow. The City's focus is to create new employment opportunities in 21st century industries, maintain a great quality of life, and facilitate business growth at the local and international levels.

Tax Increment Reinvestment Zone #5, City of El Paso

Tax Increment Reinvestment Zone #5 (TIRZ) was created on December 19, 2006 by Ordinance No. 016528, approved by the City Council of the City of El Paso, Texas. The TIRZ was later amended by Ordinances No. 016803 and 016804 on December 18, 2007, by Ordinance No. 017821 on July 17, 2012, and by Ordinance No. 018049 on July 30, 2013. The goal of TIRZ #5 is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ #5 will promote the development of new construction within the boundaries of the TIRZ.

The amended project and financing plan outlines the funding of $46,424,698 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions.

Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ Boundary

Boundary Description

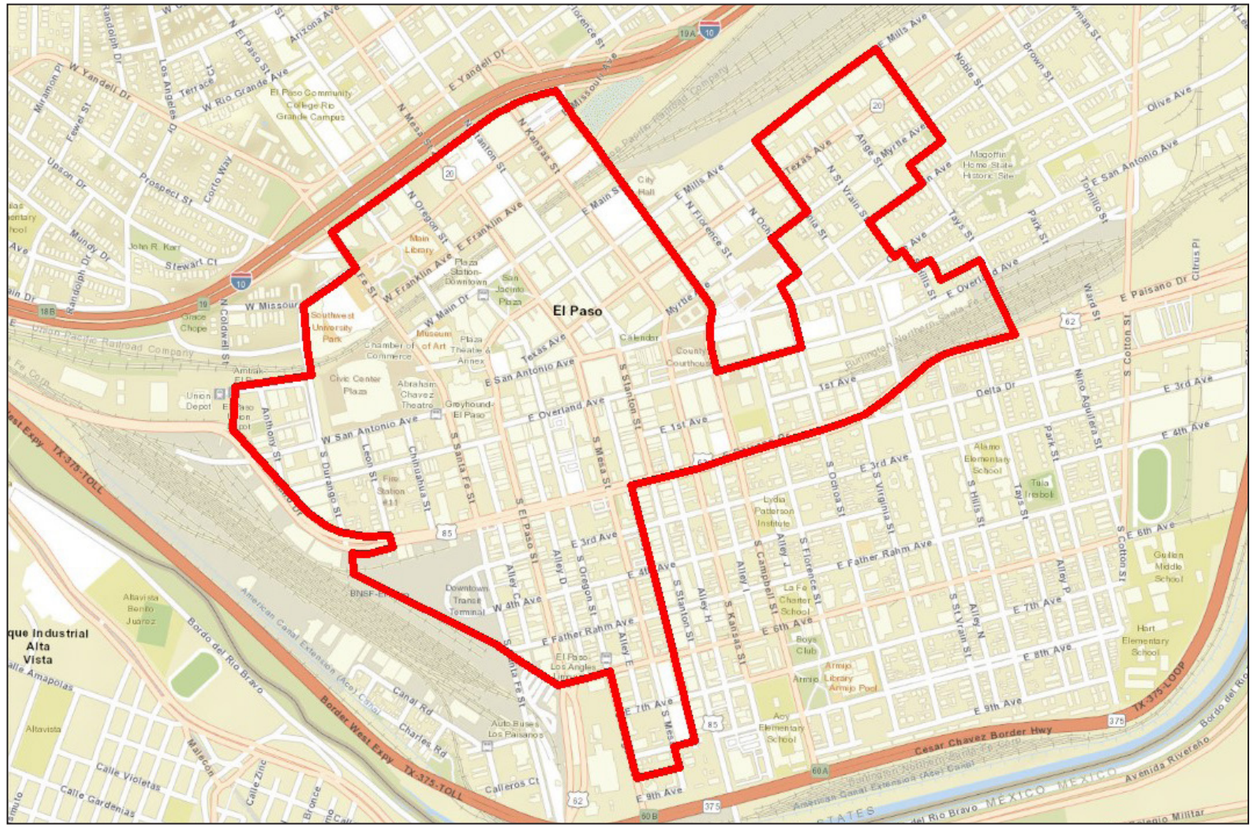
TIRZ #5 is approximately 306 acres located wholly within the city limits of the City of El Paso. When the TIRZ was created on December 19, 2006 by Ordinance No. 016528, it consisted of approximately 188.42 acres.

The TIRZ was later amended by Ordinances No. 016803 on December 18, 2007, which expanded the TIRZ by approximately 0.584 acres.

The TIRZ was also amended by Ordinances No. 016804 on December 18, 2007, which expanded the TIRZ by approximately 99.281 acres.

The TIRZ was later amended by Ordinance No. 017821 on July 17, 2012, which expanded the TIRZ by approximately 9.45 acres.

The TIRZ was later amended by Ordinance No. 018049 on July 30, 2013. which expanded the TIRZ by approximately 8.4 acres.



- TIRZ Boundary

Original Boundaries per Ordinance 016528 (2006):

Beginning at the northernmost portion of the Downtown El Paso Redevelopment Plan TIRZ which is the northeast comer of the proposed eastern extension of E. Mills Avenue and Octavia Street following the east edge of Octavia Street south to northwest comer of the alley between Myrtle Avenue and Magoffin Avenue; then west following the south edge of the alley to N. Ange Street; then south following the east edge of Ange Street to the southern edge of Magoffin Avenue; then west following the southern edge of Magoffin Avenue to the southeast comer of Magoffin Avenue and Saint Vrain Street then south following the eastern edge of Saint Vrain Street; to the northeast comer of Saint Vrain Street and Olive Avenue; then south crossing Olive Avenue to the northeast corner of Parcel 128; then east following the northern edge of E. San Antonio Avenue to the eastern extension S. Hills Street; then south following the eastern edge of S. Hills Street to the northeast comer of the alley between E. San Antonio Avenue and E. Overland Avenue; then east following the north edge of the alley and crossing N. Tays Street to the northeast corner of the alley between E. San Antonio Avenue and E. Overland Avenue; then south across E. Overland Avenue and following the eastern boundary of Parcel 477 (identified as railroad property) continuing south to the southern edge of E. Paisano Drive; then west following the southern edge of E. Paisano Drive to the southeast corner of the alley between S. Mesa Street and S. Stanton Street; then south following the eastern edge of the alley south to the southern edge of E. Eighth Avenue; then west to the southeast comer of E. Eighth Avenue and S. Mesa Street; then south to an extension of the south boundary of Parcel 419, (El Paso CAD# C05099904601900); then west following the southern boundary of Parcel 419, crossing the alley between S. Mesa Street and S. Oregon Street and continuing west on the southern edge of Parcel 416 (El Paso CAD # C05099904603700), Parcel 417 (El Paso CAD # C05099904604300) and Parcel 418 (El Paso CAD # C05099904605000); then continuing west to the western edge of S. Oregon Street; then following the western edge of S. Oregon Street north to the southwest comer of S. Oregon Street and E. Sixth Avenue; then west following the southern edge of E Sixth Avenue to the intersection of a line extending the western edge of the alley between S. Oregon Street and S. El Paso Street; then north on the western edge of the alley between S. Oregon Street and S. El Paso Street to the southern edge of E. Paisano Drive; then following the southern edge of E. Paisano Drive west to the southeast comer of E. Paisano Drive and S Santa Fe Street; then south on the eastern edge of S. Santa Fe Street to the northeast comer of S. Santa Fe Street and E. Father Rahm Avenue; then crossing S. Santa Fe Street to the south corner of Parcel 455 (El Paso CAD # C05099912000100); then following the western boundaries of parcel 455, Parcel 458 (El Paso CAD # C05099913109000), Parcel 457 (El Paso CAD # X47099900002500), Parcel 464 (El Paso CAD # C05099913000100) and Parcel 463 (El Paso CAD # X45099900005101) northwest to the southern edge of W. Paisano Drive; then north crossing to the northern edge of W. Paisano Drive then east following the northern edge of W Paisano Drive to the northwest corner of W. Paisano Drive and S. Leon Street; then north following the western edge of S. Leon Street to the southwest corner of S. Leon Street and W. San Antonio Avenue; then west following the south edge of W. San Antonio Avenue to the southwest corner of W. San Antonio Avenue and S. Durango Street; then north following the west edge of S. Durango Street north and northeast to an intersection of the northernmost comer of Parcel 468 (El Paso CAD# S636999000B2000 the City Civic Center); then following the northeastern boundary of Parcel 468 south and east to N. Santa Fe Street then crossing N. Santa Fe Street to the east edge of N. Santa Fe Street; then following the east edge of N. Santa Fe Street south to the northeast comer of N. Santa Fe Street and W. San Antonio Avenue; then east to the western edge of S. El Paso Street; then south following the east edge of S. El Paso Street to the northeast corner of S. El Paso Street and E. Overland Avenue; then east following the northern edge of E. Overland Avenue to the northwest corner of E. Overland Avenue and S. Ochoa Street; then north following the west edge of N. Ochoa Street to southwest corner of S. Ochoa Street and E. San Antonio Avenue; then crossing E. San Antonio Avenue to the western edge of the alley between N. Ochoa Street and N. Florence Street; then north following the western edge of the alley and crossing Magoffin Avenue to the south edge of Magoffin Avenue; then east to the northwest comer of Magoffin Avenue and N. Ochoa Street; then north following the western edge of N. Ochoa Street to the northwest comer of N. Ochoa Street and Myrtle Avenue; then east following the northern edge of Myrtle Avenue to the northeast comer of N. Virginia Street and Myrtle Avenue; then north following the west edge of N. Virginia Street to the northwest comer of N. Virginia Street and E. Mills Avenue; then east following the northern edge of the proposed E Mills Avenue extension to the point of beginning, containing approximately 188.42 acres.

Expansion per Ordinance 016803 (2007):

A parcel of land consisting of 0.584 acres, beginning at the northeast comer of Lot 20-21 , Block 1, Franklin Addition, thence a distance of 165 feet south and east to the centerline of Magoffin Avenue, thence a distance of 160 feet southwest to the centerline intersection of Magoffin A venue and Ange Street, thence a distance of 165 feet north and west to a point 10 feet south of the centerline of the alley between Magoffin Avenue and Myrtle avenue, thence 165 feet to the point of beginning, and containing Lots 17- 19 and 20-21 , Block 1, Franklin Addition and also known as 1001 and 1009 Magoffin A venue .

Expansion per Ordinance 016804 (2007):

Parcel 1 consisting of 1.134 acres and containing Lots 1-12 and 39-40 and a portion of the closed street and alley of Stevens Addition and also known as 505 N. Santa Fe Street; and

Parcel 2 consisting of 98.147 acres, beginning at the center line intersection of Santa Fe Street and Wyoming A venue, thence northeast a distance of 1,996 feet to the center line intersection of Missouri A venue and Campbell Street, thence southeast a distance of 1,979 feet to the center line intersection of Campbell Street and San Antonio Street, thence south a distance of 289 feet to the centerline intersection of Campbell Street and Overland Street, thence 1,324 feet in an easterly direction to the centerline monument located at the intersection of Overland Street and El Paso Street, thence a distance of 213 feet in a northwesterly direction to the centerline intersection of El Paso Street and San Antonio Street, thence 355 feet in a westerly direction to the centerline intersection of San Antonio Street and Santa Fe Street, thence a distance of 1,599 feet in a northerly direction to the city monument located 10 feet northeast of the center line intersection of Santa Fe Street and Wyoming Avenue, the point of beginning and containing the following Blocks: Block 19 Mills Addition; Block 7 Hart Addition; Blocks 21, 22 and 23 Mills Addition; Block 231 Campbell Addition; Blocks 18, 1, 2, 8, 9, and 43 Mills Addition; Blocks 17, 3, 10, 42 Mills Addition; Blocks 16, 6, 5, 5 ½, 12, 39 and 40 Mills Addition; Block 44 Mills Addition; Blocks 14, 13, 24, and 38 Mills Addition; Block 209 Campbell Addition; Blocks 1 and 5, Satterthwaite; Block Q, Satterthwaite; Block 17 Hart Addition; and Blocks 245, 246 and 24 7 Campbell Addition.

Expansion per Ordinance 017821 (2012):

A parcel of land consisting of 9.45 acres and containing all of Blocks 7, 46, and 51, Mills Addition, and all of Blocks 152, 160, 161, 169, 170, and 171 Campbell Addition.

Expansion per Ordinance 018049 (2013):

From the intersection of Paisano Drive and Santa Fe Avenue, south on Santa Fe to the Santa Fe Railroad train yard; southeasterly on a line between the edge of the buildings on east side of Santa Fe Avenue and the adjacent parking lot to the intersection of Sixth Street; east on Sixth Street to the alley between El Paso Street and Oregon Street; north along the alley to Paisano Drive; and west on Paisano to Santa Fe Avenue, containing approximately 8.4 acres.

Land Use

The vast majority of the land within the zone is developed with commercial uses, with much of the property well positioned for redevelopment.

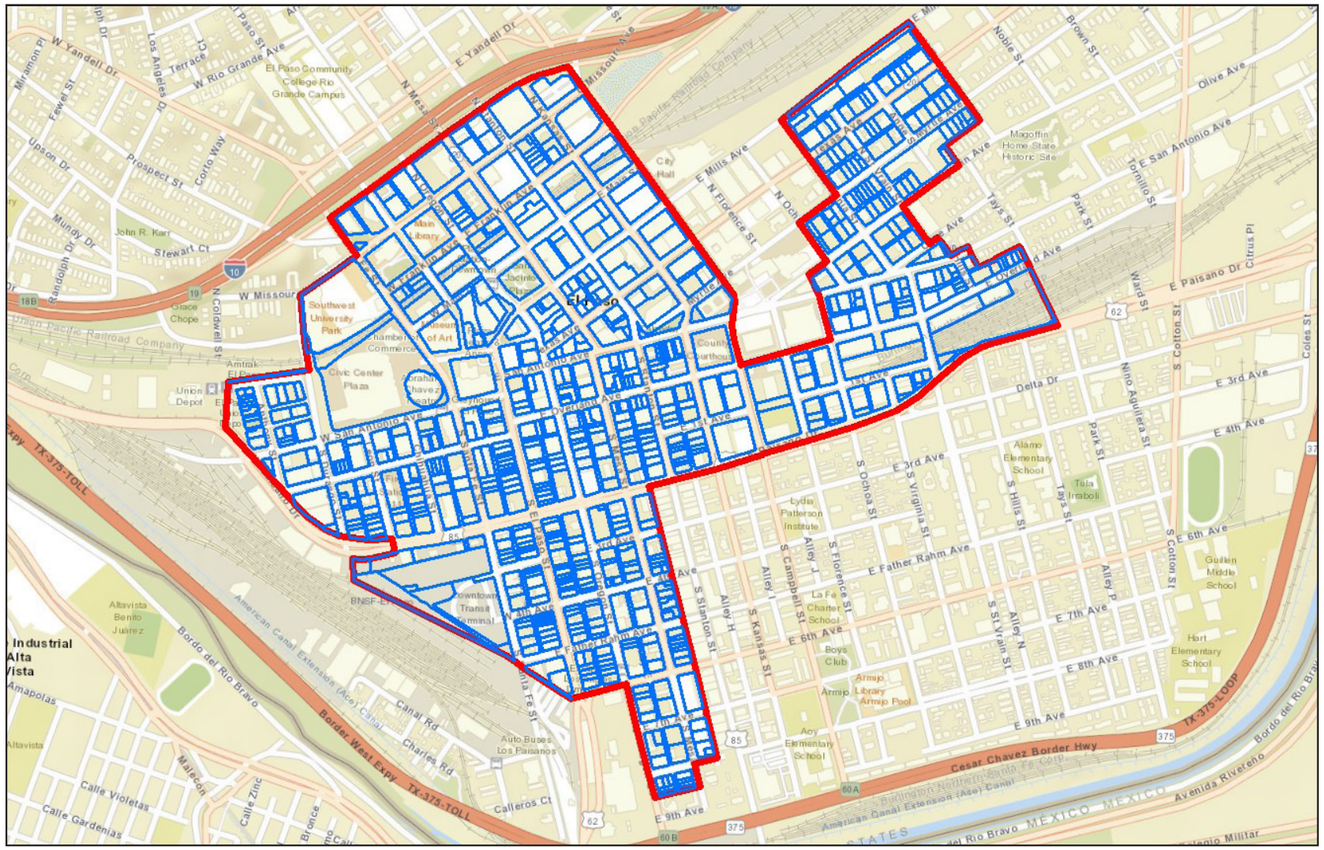
Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership Information

There are currently 680 parcels within Tax Increment Reinvestment Zone #5, some of which are tax exempt, including parcels owned by the City of El Paso. It is the City's desire to have the land developed, facilitated by a direct transfer agreement between the City and a private entity, pursuant to Chapter 272 of the Local Government Code. The estimated 2022 taxable value of the property within the TIRZ is $326,128,178. The original boundaries of TIRZ #5 have a 2006 base year. As the TIRZ was expanded, the base years for the expanded areas was the year in which it was added to the TIRZ (2007, 2012, and 2013). The combined base value is $209,228,387. The 2023 taxable values will need to be verified with the El Paso Central Appraisal District.

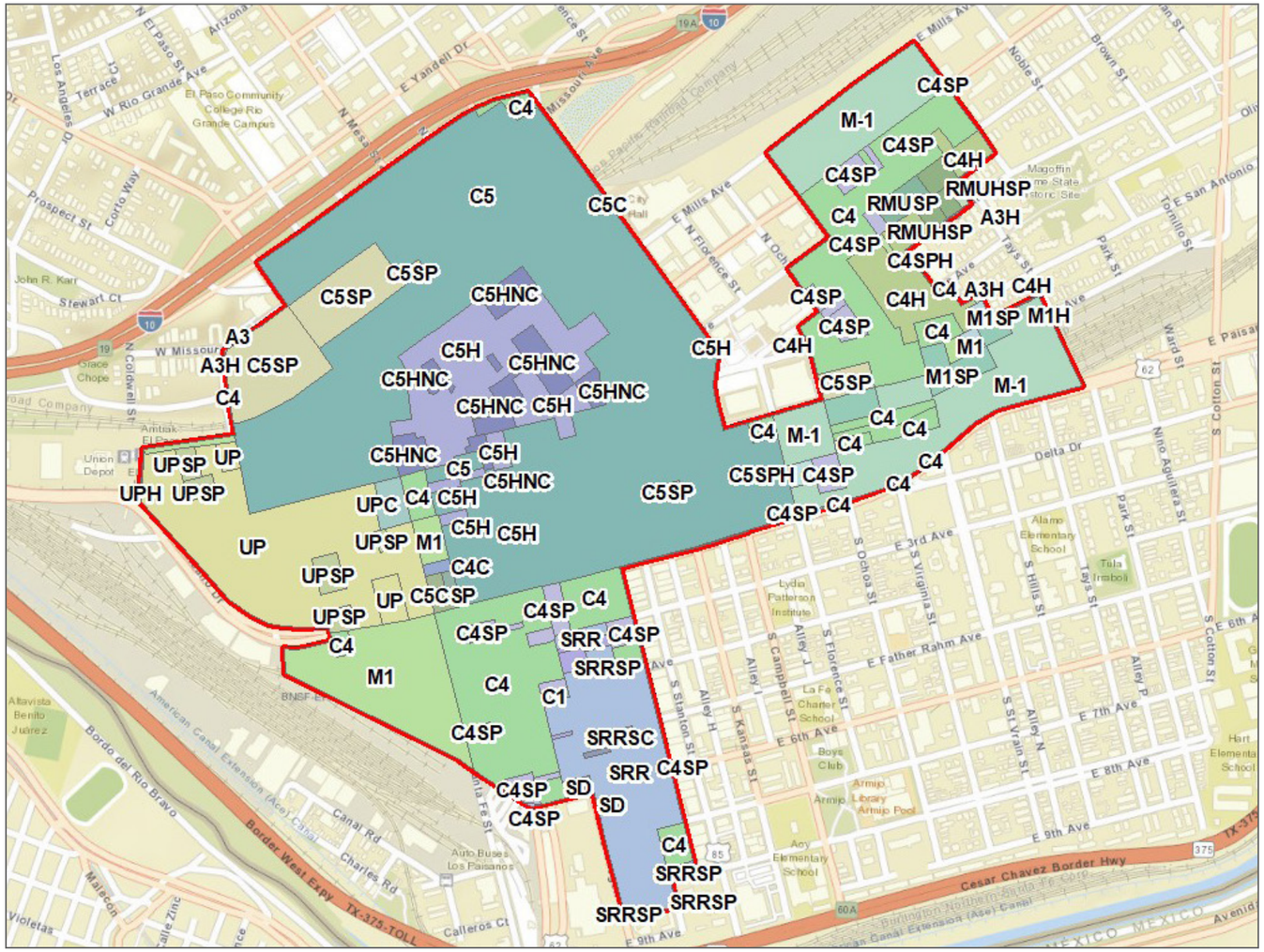
For further details of parcels included within the TIRZ see **Appendix A**.



Zoning

The zoning for the property within the TIRZ can be seen in the map below. The majority of the land within the TIRZ is zoned as Regional Commercial Districts (C-4: Commercial District, C-5: Central Business District). There are also portions of the zone zoned as “SRR” Special Residential Revitalization District and ”U-P” Union Plaza District. The special residential revitalization district (SRR) is established in recognition that developments containing both residential and commercial uses can create an appealing and vital urban environment when carefully designed. The SRR district allows for mixing residential environments with workplaces and services. The purposes of the Union Plaza District are: (1) to create a unique mixed-use environment with the provision of standards and guidelines designed to encourage the preservation of existing building architecture; (2) to ensure that reconstruction of existing buildings or new construction projects is consistent with the architectural and design guidelines adopted for the Union Plaza District; and (3) to encourage a variety of commercial and residential uses that coexist in a mixed-use area.

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of El Paso zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



Anticipated Development

The table below provides an overview of the potential development that could occur within the TIRZ, along with estimated dates of when the development construction would be completed. The development projections listed below do not represent the potential of the entire TIRZ, and are not meant to limit potential development that could generate revenue for the TIRZ. It is anticipated that the projections will be updated in the future to reflect the then current market trends and taking into account the future performance of any catalyst development. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Square Feet/Units	Projected Completion Date	Taxable Value PSF/Unit	Incremental Value
Multifamily	150	2025	$150,000	$22,500,000
Hotel	250	2025	$125,000	$31,250,000
Multifamily	290	2026	$150,000	$43,500,000
Multifamily	210	2028	$150,000	$31,500,000
Multifamily	100	2028	$150,000	$15,000,000
Retail	50,000	2028	$250	$12,500,000
Multifamily	56	2032	$150,000	$8,400,000
Multifamily	70	2032	$150,000	$10,500,000
Retail	2,000	2032	$250	$500,000
TOTAL				**$175,650,000**

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #5 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #5		
Public Utilities	**$ 13,927,409**	**30.0%**
Water, Sanitary Sewer, and/or Storm Water Facilities and Improvements, Underground Infrastructure Improvements including electric, gas, water, sewer		
Parking and Transit Improvements	**$ 6,963,705**	**15.0%**
Street and Intersection Improvements	**$ 6,963,705**	**15.0%**
Pedestrian Enhancements	**$ 9,284,940**	**20.0%**
Streetscape, lighting, public art, and other amenities that enhance the pedestrian experience		
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	**$ 4,178,223**	**9.0%**
Economic Development Grants	**$ 4,642,470**	**10.0%**
Administrative Costs	**$ 464,247**	**1.0%**
Total	$ 46,424,698	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $46,424,698 project cost total amount shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Method of Financing

To fund the public improvements outlined on the previous page, the City of El Paso will contribute 100% of the real property increment within the zone generated from the City tax rate.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages and the anticipated taxable value per square foot can be found on Page 7.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax - 2023 Rates		Participation	
City of El Paso	0.81887500	100%	0.8188750
El Paso County	0.45888900	0%	0.0000000
EPCC	0.11571700	0%	0.0000000
University Medical	0.23565000	0%	0.0000000
El Paso ISD	1.13710000	0%	0.0000000
	2.76623100		**0.8188750**

Personal Property Tax		Participation	
City of El Paso	0.81887500	0%	0.0000000
El Paso County	0.45888900	0%	0.0000000
EPCC	0.11571700	0%	0.0000000
University Medical	0.23565000	0%	0.0000000
El Paso ISD	1.13710000	0%	0.0000000
	2.76623100		**0.0000000**

Sales Tax Rates		Participation	
City Sales Tax Rate	0.0100000	0.00%	0.0000000
County of El Paso	0.0050000	0.00%	0.0000000
City Mass Transit	0.0050000	0.00%	0.0000000
State Sales Tax Rate	0.0625000	0.00%	0.0000000
	0.0825000		**0.0000000**

Hotel Occupancy Tax		Participation	
City HOT	0.0900000	0.00%	0.0000000
County HOT	0.0250000	0.00%	0.0000000
State HOT	0.0600000	0.00%	0.0000000
	0.1750000		**0.0000000**

INPUT & OUTPUT

INPUT

INFLATION RATE	3.00%

DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of El Paso	0.81887500	100.00%	0.8188750
El Paso County	0.45888900	0.00%	0.0000000
EPCC	0.11571700	0.00%	0.0000000
University Medical	0.23565000	0.00%	0.0000000
El Paso ISD	1.13710000	0.00%	0.0000000
	2.76623100		0.8188750

PERSONAL PROPERTY TAX		PARTICIPATION	
City of El Paso	0.81887500	0%	0.0000000
El Paso County	0.45888900	0%	0.0000000
EPCC	0.11571700	0%	0.0000000
University Medical	0.23565000	0%	0.0000000
El Paso ISD	1.13710000	0%	0.0000000
	2.76623100		0.0000000

City Sales Tax Rate	0.0100000	0.00%	0.0000000

Assumptions		AREA	REAL PROPERTY		PERSONAL PROPERTY		SALES	
	Year	SF	$ / SF	TAX VALUE	$ / SF	TAX VALUE	$ / SF	TAX VALUE
Multifamily	2025	150	$ 150,000.00	$ 22,500,000	$ -	$ -	$ -	$ -
Hotel	2025	250	$ 125,000.00	$ 31,250,000	$ -	$ -	$ -	$ -
Multifamily	2026	290	$ 150,000.00	$ 43,500,000	$ -	$ -	$ -	$ -
Multifamily	2028	210	$ 150,000.00	$ 31,500,000	$ -	$ -	$ -	$ -
Multifamily	2028	100	$ 150,000.00	$ 15,000,000	$ -	$ -	$ -	$ -
Retail	2028	50,000	$ 250.00	$ 12,500,000	$ 15.00	$ 750,000	$ 250.00	$ 12,500,000
Multifamily	2032	56	$ 150,000.00	$ 8,400,000	$ -	$ -	$ -	$ -
Multifamily	2032	70	$ 150,000.00	$ 10,500,000	$ -	$ -	$ -	$ -
Retail	2032	2,000	$ 250.00	$ 500,000	$ 15.00	$ 30,000	$ 250.00	$ 500,000
	TOTAL			175,650,000		780,000		13,000,000

OUTPUT

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of El Paso	*31.7%*	$ 14,619,725	=	$ 13,197,782	+	$ 66,592	+	$ 1,355,352
El Paso County	*16.1%*	$ 7,433,216	=	$ 7,395,899	+	$ 37,317	+	$ -
EPCC	*4.1%*	$ 1,874,417	=	$ 1,865,007	+	$ 9,410	+	$ -
University Medical	*8.3%*	$ 3,817,127	=	$ 3,797,963	+	$ 19,163	+	$ -
El Paso ISD	*39.9%*	$ 18,419,074	=	$ 18,326,604	+	$ 92,470	+	$ -
	TOTAL	46,163,559		$ 44,583,255		$ 224,953		$ 1,355,352

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of El Paso	*100.0%*	$ 13,197,782	=	$ 13,197,782	+	$ -	+	$ -
El Paso County	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
EPCC	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
University Medical	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
El Paso ISD	*0.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	$ 13,197,782		$ 13,197,782		$ -		$ -

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of El Paso	*4.3%*	$ 1,421,943	=	$ -	+	$ 66,592	+	$ 1,355,352
El Paso County	*22.5%*	$ 7,433,216	=	$ 7,395,899	+	$ 37,317	+	$ -
EPCC	*5.7%*	$ 1,874,417	=	$ 1,865,007	+	$ 9,410	+	$ -
University Medical	*11.6%*	$ 3,817,127	=	$ 3,797,963	+	$ 19,163	+	$ -
El Paso ISD	*55.9%*	$ 18,419,074	=	$ 18,326,604	+	$ 92,470	+	$ -
	100.0%	$ 32,965,778		$ 31,385,473		$ 224,953		$ 1,355,352

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

	Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	
TOTAL TAX REVENUE																
REAL PROPERTY		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	
Multifamily	Taxable Value Per Unit	150,000	154,500	159,135	163,909	168,826	173,891	179,108	184,481	190,016	195,716	201,587	207,635	213,864	220,280	
	Cumulative Units				150	440	440	750	750	750	750	876	876	876	876	
	TAXABLE VALUE	-	-	-	**24,586,358**	**74,283,581**	**76,512,089**	**134,330,883**	**138,360,810**	**142,511,634**	**146,786,983**	**176,590,612**	**181,888,331**	**187,344,981**	**192,965,330**	
Hotel	Taxable Value Per Unit	125,000	128,750	132,613	136,591	140,689	144,909	149,257	153,734	158,346	163,097	167,990	173,029	178,220	183,567	
	Cumulative Units				250	250	250	250	250	250	250	250	250	250	250	
	TAXABLE VALUE															
Retail	Taxable Value Per SF	250	258	265	273	281	290	299	307	317	326	336	346	356	367	
	Cumulative SF							50,000	50,000	50,000	50,000	52,000	52,000	52,000	52,000	
	TAXABLE VALUE							**14,925,654**	**15,373,423**	**15,834,626**	**16,309,665**	**17,470,913**	**17,995,040**	**18,534,892**	**19,090,938**	
REAL PROPERTY	***Cumulative Taxable Value***	-	-	-	**24,586,358**	**74,283,581**	**76,512,089**	**149,256,537**	**153,734,233**	**158,346,260**	**163,096,648**	**194,061,525**	**199,883,371**	**205,879,872**	**212,056,268**	
City of El Paso		-	-	-	201,332	608,290	626,538	1,222,224	1,258,891	1,296,658	1,335,558	1,589,121	1,636,795	1,685,899	1,736,476	**13,197,782**
El Paso County		-	-	-	112,824	340,879	351,106	684,922	705,469	726,634	748,433	890,527	917,243	944,760	973,103	**7,395,899**
EPCC		-	-	-	28,451	85,959	88,537	172,715	177,897	183,234	188,731	224,562	231,299	238,238	245,385	**1,865,007**
University Medical		-	-	-	57,938	175,049	180,301	351,723	362,275	373,143	384,337	457,306	471,025	485,156	499,711	**3,797,963**
El Paso ISD		-	-	-	279,571	844,679	870,019	1,697,196	1,748,112	1,800,555	1,854,572	2,206,674	2,272,874	2,341,060	2,411,292	**18,326,604**
Total		-	-	-	**680,115**	**2,054,855**	**2,116,501**	**4,128,781**	**4,252,644**	**4,380,223**	**4,511,630**	**5,368,190**	**5,529,236**	**5,695,113**	**5,865,966**	**44,583,255**
PERSONAL PROPERTY		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	
Retail	Taxable Value Per SF	15	15	16	16	17	17	18	18	19	20	20	21	21	22	
	Cumulative SF	-	-	-	-	-		50,000	50,000	50,000	50,000	52,000	52,000	52,000	52,000	
	TAXABLE VALUE	-	-	-	-	-	-	895,539	922,405	950,078	978,580	1,048,255	1,079,702	1,112,093	1,145,456	
PERSONAL PROPERTY	***Cumulative Taxable Value***	-	-	-	-	-	-	**895,539**	**922,405**	**950,078**	**978,580**	**1,048,255**	**1,079,702**	**1,112,093**	**1,145,456**	
City of El Paso		-	-	-	-	-	-	7,333	7,553	7,780	8,013	8,584	8,841	9,107	9,380	**66,592**
El Paso County		-	-	-	-	-	-	4,110	4,233	4,360	4,491	4,810	4,955	5,103	5,256	**37,317**
EPCC		-	-	-	-	-	-	1,036	1,067	1,099	1,132	1,213	1,249	1,287	1,325	**9,410**
University Medical		-	-	-	-	-	-	2,110	2,174	2,239	2,306	2,470	2,544	2,621	2,699	**19,163**
El Paso ISD		-	-	-	-	-	-	10,183	10,489	10,803	11,127	11,920	12,277	12,646	13,025	**92,470**
Total		-	-	-	-	-	-	**24,773**	**25,516**	**26,281**	**27,070**	**28,997**	**29,867**	**30,763**	**31,686**	**224,953**
SALES TAX		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	
Retail	Taxable Value Per SF	250	258	265	273	281	290	299	307	317	326	336	346	356	367	
	Cumulative SF	-	-	-	-	-		50,000	50,000	50,000	50,000	52,000	52,000	52,000	52,000	
	TAXABLE VALUE	-	-	-	-	-	-	**14,925,654**	**15,373,423**	**15,834,626**	**16,309,665**	**17,470,913**	**17,995,040**	**18,534,892**	**19,090,938**	
SALES TAX	***Cumulative Taxable Value***	-	-	-	-	-	-	**14,925,654**	**15,373,423**	**15,834,626**	**16,309,665**	**17,470,913**	**17,995,040**	**18,534,892**	**19,090,938**	
																GROSS
Total		-	-	-	-	-	-	***149,257***	***153,734***	***158,346***	***163,097***	***174,709***	***179,950***	***185,349***	***190,909***	***1,355,352***
SUMMARY		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	
																GROSS
City of El Paso		-	-	-	201,332	608,290	626,538	1,378,814	1,420,179	1,462,784	1,506,668	1,772,414	1,825,587	1,880,354	1,936,765	**14,619,725**
El Paso County		-	-	-	112,824	340,879	351,106	689,031	709,702	730,993	752,923	895,337	922,197	949,863	978,359	**7,433,216**
EPCC		-	-	-	28,451	85,959	88,537	173,751	178,964	184,333	189,863	225,775	232,548	239,525	246,711	**1,874,417**
University Medical		-	-	-	57,938	175,049	180,301	353,833	364,448	375,382	386,643	459,776	473,569	487,777	502,410	**3,817,127**
El Paso ISD		-	-	-	279,571	844,679	870,019	1,707,379	1,758,601	1,811,359	1,865,699	2,218,593	2,285,151	2,353,706	2,424,317	**18,419,074**
Total		-	-	-	**680,115**	**2,054,855**	**2,116,501**	**4,302,810**	**4,431,894**	**4,564,851**	**4,701,796**	**5,571,896**	**5,739,053**	**5,941,225**	**6,088,562**	**46,163,559**
PARTICIPATION																
REAL PROPERTY	*Taxable Value*	-	-	-	24,586,358	74,283,581	76,512,089	149,256,537	153,734,233	158,346,260	163,096,648	194,061,525	199,883,371	205,879,872	212,056,268	
																GROSS
City of El Paso		-	-	-	201,332	608,290	626,538	1,222,224	1,258,891	1,296,658	1,335,558	1,589,121	1,636,795	1,685,899	1,736,476	**13,197,782**
El Paso County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EPCC		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
University Medical		-	-	-	-	-	-	-	-	-	-	-	-	-	-	
El Paso ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	***201,332***	***608,290***	***626,538***	***1,222,224***	***1,258,891***	***1,296,658***	***1,335,558***	***1,589,121***	***1,636,795***	***1,685,899***	***1,736,476***	***13,197,782***
PERSONAL PROPERTY	*Taxable Value*	-	-	-	-	-	-	895,539	922,405	950,078	978,580	1,048,255	1,079,702	1,112,093	1,145,456	
																GROSS
City of El Paso		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
El Paso County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EPCC		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
University Medical		-	-	-	-	-	-	-	-	-	-	-	-	-	-	
El Paso ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	*Taxable Value*	-	-	-	-	-	-	14,925,654	15,373,423	15,834,626	16,309,665	17,470,913	17,995,040	18,534,892	19,090,938	
																GROSS
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																
																GROSS
City of El Paso		-	-	-	201,332	608,290	626,538	1,222,224	1,258,891	1,296,658	1,335,558	1,589,121	1,636,795	1,685,899	1,736,476	**13,197,782**
El Paso County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EPCC		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
University Medical		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
El Paso ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	***201,332***	***608,290***	***626,538***	***1,222,224***	***1,258,891***	***1,296,658***	***1,335,558***	***1,589,121***	***1,636,795***	***1,685,899***	***1,736,476***	***13,197,782***
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																
SUMMARY																
																GROSS
City of El Paso		-	-	-	-	-	-	156,590	161,288	166,126	171,110	183,293	188,792	194,456	200,289	**1,421,943**
El Paso County		-	-	-	112,824	340,879	351,106	689,031	709,702	730,993	752,923	895,337	922,197	949,863	978,359	**7,433,216**
EPCC		-	-	-	28,451	85,959	88,537	173,751	178,964	184,333	189,863	225,775	232,548	239,525	246,711	**1,874,417**
University Medical		-	-	-	57,938	175,049	180,301	353,833	364,448	375,382	386,643	459,776	473,569	487,777	502,410	**3,817,127**
El Paso ISD		-	-	-	279,571	844,679	870,019	1,707,379	1,758,601	1,811,359	1,865,699	2,218,593	2,285,151	2,353,706	2,424,317	**18,419,074**
Total		-	-	-	***478,784***	***1,446,566***	***1,489,963***	***3,080,585***	***3,173,003***	***3,268,193***	***3,366,239***	***3,982,775***	***4,102,258***	***4,225,326***	***4,352,086***	***32,965,778***

HOT Generated

		0	1	2	3	4	5	6	7	8	9	10	11	12	13	
Revenue Year		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	
Hotel Rooms		0	0	0	250	250	250	250	250	250	250	250	250	250	250	
Occupancy		0%	0%	0%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	70%	
Hotel Occupancy Tax																
# of Available Rooms		-	-	-	91,250	91,250	91,250	91,250	91,250	91,250	91,250	91,250	91,250	91,250	91,250	
# of Occupied Rooms		0	0	0	63,875	63,875	63,875	63,875	63,875	63,875	63,875	63,875	63,875	63,875	63,875	
Average Daily Rate		$ -	$ 150.00	$ 153.00	$ 156.06	$ 159.18	$ 162.36	$ 165.61	$ 168.92	$ 172.30	$ 175.75	$ 179.26	$ 182.85	$ 186.51	$ 190.24	
Annual Taxable Revenue		$ -	$ -	$ -	$ 9,968,333	$ 10,167,699	$ 10,371,053	$ 10,578,474	$ 10,790,044	$ 11,005,845	$ 11,225,961	$ 11,450,481	$ 11,679,490	$ 11,913,080	$ 12,151,342	
City Tax Rate	9%	$ -	$ -	$ -	$ 897,150	$ 915,093	$ 933,395	$ 952,063	$ 971,104	$ 990,526	$ 1,010,337	$ 1,030,543	$ 1,051,154	$ 1,072,177	$ 1,093,621	**$10,917,162**
County Tax Rate	2.5%	$ -	$ -	$ -	$ 249,208	$ 254,192	$ 259,276	$ 264,462	$ 269,751	$ 275,146	$ 280,649	$ 286,262	$ 291,987	$ 297,827	$ 303,784	**$3,032,545**
State Tax Rate	6%	$ -	$ -	$ -	$ 598,100	$ 610,062	$ 622,263	$ 634,708	$ 647,403	$ 660,351	$ 673,558	$ 687,029	$ 700,769	$ 714,785	$ 729,081	**$7,278,108**
		$ -	$ -	$ -	$ 1,744,458	$ 1,779,347	$ 1,814,934	$ 1,851,233	$ 1,888,258	$ 1,926,023	$ 1,964,543	$ 2,003,834	$ 2,043,911	$ 2,084,789	$ 2,126,485	$21,227,815

Financial Feasibility Analysis - Projected TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH 3.00%
DISCOUNT RATE 6.00%

	REAL PROPERTY TAX		
City of El Paso	0.8188750	100.00%	0.8188750
El Paso County	0.4588890	0.00%	0.0000000
EPCC	0.1157170	0.00%	0.0000000
University Medical	0.2356500	0.00%	0.0000000
El Paso ISD	1.1371000	0.00%	0.0000000
	2.7662310		*0.8188750*

	BUSINESS PERSONAL PROPERTY TAX		
City of El Paso	0.8188750	0%	0.0000000
El Paso County	0.4588890	0%	0.0000000
EPCC	0.1157170	0%	0.0000000
University Medical	0.2356500	0%	0.0000000
El Paso ISD	1.1371000	0%	0.0000000
	2.7662310		*0.0000000*

	SALES TAX		
City Sales Tax Rate	0.0100000	0.00%	0.0000000
State Sales Tax Rate	0.0625000	0.00%	0.0000000

HOT			
0.09	0.00%	0	City HOT
0.025	0.00%	0	County HOT
0.06	0.00%	0	State HOT
0.1750000		*0.0000000*	

	BASE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTALS	
TAX YEAR	**2006**	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**		
	CREATION	*EXPANSION 1&2*					*EXPANSION 3*	*EXPANSION 4*																									
BASE YEAR																																	
City of El Paso	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
El Paso County	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
EPCC	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
University Medical	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
El Paso ISD	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
TAXABLE VALUE																																	
City of El Paso							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
El Paso County							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
EPCC							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
University Medical							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
El Paso ISD							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
TAXABLE VALUE INCREMENT																																	
City of El Paso							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
El Paso County							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
EPCC							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
University Medical							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
El Paso ISD							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
REVENUE A	**0.69667700**	**0.67232600**	**0.67109700**	**0.63300000**	**0.63300000**	**0.65370000**	**0.65840400**	**0.65840400**	**0.67837800**	**0.69978400**	**0.72972500**	**0.75965600**	**0.80343300**	**0.84333200**	**0.90730100**	**0.90730100**	**0.90730100**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**		
TAXABLE VALUE GROWTH																																	
City of El Paso		111,520	261,177	308,921	268,465	332,431	628,010	467,077	437,329	529,357	628,587	712,559	805,651	872,780	1,370,925	1,363,481	1,060,633	1,092,517	1,119,902	1,204,898	1,292,445	1,382,618	1,475,496	1,571,160	1,669,695	1,771,185	1,875,720	1,983,391	2,094,293	2,208,521	2,326,176	33,226,916	City of El Paso
El Paso County		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	El Paso County
EPCC		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	EPCC
University Medical		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	University Medical
El Paso ISD		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	El Paso ISD
		111,520	**261,177**	**308,921**	**268,465**	**332,431**	**628,010**	**467,077**	**437,329**	**529,357**	**628,587**	**712,559**	**805,651**	**872,780**	**1,370,925**	**1,363,481**	**1,060,633**	**1,092,517**	**1,119,902**	**1,204,898**	**1,292,445**	**1,382,618**	**1,475,496**	**1,571,160**	**1,669,695**	**1,771,185**	**1,875,720**	**1,983,391**	**2,094,293**	**2,208,521**	**2,326,176**	**33,226,916**	
TIRZ #5	REVENUE 1																																
REAL PROPERTY TAX		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24,586,358	74,283,581	76,512,089	149,256,537	153,734,233	158,346,260	163,096,648	194,061,525	199,883,371	205,879,872	212,056,268		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	895,539	922,405	950,078	978,580	1,048,255	1,079,702	1,112,093	1,145,456		
City of El Paso		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	201,332	608,290	626,538	1,222,224	1,258,891	1,296,658	1,335,558	1,589,121	1,636,795	1,685,899	1,736,476	13,197,782	City of El Paso
El Paso County		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	El Paso County
EPCC		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	EPCC
University Medical		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	University Medical
El Paso ISD		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	El Paso ISD
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**201,332**	**608,290**	**626,538**	**1,222,224**	**1,258,891**	**1,296,658**	**1,335,558**	**1,589,121**	**1,636,795**	**1,685,899**	**1,736,476**	**13,197,782**	
SALES TAX	REVENUE 2																																
SALES TAX		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14,925,654	15,373,423	15,834,626	16,309,665	17,470,913	17,995,040	18,534,892	19,090,938		
City		**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	City
HOT	REVENUE 3																																
HOT		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,968,333	10,167,699	10,371,053	10,578,474	10,790,044	11,005,845	11,225,961	11,450,481	11,679,490	11,913,080	12,151,342		
City		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	City
County		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	County
REVENUE A, 1, 2, 3		**111,520**	**261,177**	**308,921**	**268,465**	**332,431**	**628,010**	**467,077**	**437,329**	**529,357**	**628,587**	**712,559**	**805,651**	**872,780**	**1,370,925**	**1,363,481**	**1,060,633**	**1,092,517**	**1,119,902**	**1,204,898**	**1,493,776**	**1,990,907**	**2,102,034**	**2,793,385**	**2,928,586**	**3,067,843**	**3,211,278**	**3,572,513**	**3,731,088**	**3,894,420**	**4,062,652**	**46,424,698**	
Running Total		**111,520**	**372,697**	**681,618**	**950,083**	**1,282,513**	**1,910,523**	**2,377,600**	**2,814,929**	**3,344,285**	**3,972,872**	**4,685,431**	**5,491,083**	**6,363,862**	**7,734,787**	**9,098,267**	**10,158,900**	**11,251,418**	**12,371,319**	**13,576,217**	**15,069,994**	**17,060,901**	**19,162,935**	**21,956,320**	**24,884,906**	**27,952,749**	**31,164,026**	**34,736,539**	**38,467,626**	**42,362,046**	**46,424,698**		
GROSS	**46,424,698**																																

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036		
City of El Paso	$ 111,520	$ 261,177	$ 308,921	$ 268,465	$ 332,431	$ 628,010	$ 467,077	$ 437,329	$ 529,357	$ 628,587	$ 712,559	$ 805,651	$ 872,780	$ 1,370,925	$ 1,363,481	$ 1,060,633	$ 1,092,517	$ 1,119,902	$ 1,204,898	$ 1,493,776	$ 1,990,907	$ 2,102,034	$ 2,793,385	$ 2,928,586	$ 3,067,843	$ 3,211,278	$ 3,572,513	$ 3,731,088	$ 3,894,420	$ 4,062,652	$ 46,424,698	City of El Paso
El Paso County	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	El Paso County
EPCC	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	EPCC
University Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	University Medical
El Paso ISD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	El Paso ISD
	$ 111,520	**$ 261,177**	**$ 308,921**	**$ 268,465**	**$ 332,431**	**$ 628,010**	**$ 467,077**	**$ 437,329**	**$ 529,357**	**$ 628,587**	**$ 712,559**	**$ 805,651**	**$ 872,780**	**$ 1,370,925**	**$ 1,363,481**	**$ 1,060,633**	**$ 1,092,517**	**$ 1,119,902**	**$ 1,204,898**	**$ 1,493,776**	**$ 1,990,907**	**$ 2,102,034**	**$ 2,793,385**	**$ 2,928,586**	**$ 3,067,843**	**$ 3,211,278**	**$ 3,572,513**	**$ 3,731,088**	**$ 3,894,420**	**$ 4,062,652**	**$ 46,424,698**	

Financial Feasibility Analysis - 100% Projected Tax Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH 3.00%
DISCOUNT RATE 6.00%

REAL PROPERTY TAX			
City of El Paso	0.8188750	100.00%	0.8188750
El Paso County	0.4588890	100.00%	0.4588890
EPCC	0.1157170	100.00%	0.1157170
University Medical	0.2356500	100.00%	0.2356500
El Paso ISD	1.1371000	100.00%	1.1371000
	2.7662310		*2.7662310*

BUSINESS PERSONAL PROPERTY TAX			
City of El Paso	0.8188750	100%	0.8188750
El Paso County	0.4588890	100%	0.4588890
EPCC	0.1157170	100%	0.1157170
University Medical	0.2356500	100%	0.2356500
El Paso ISD	1.1371000	100%	1.1371000
	2.7662310		*2.7662310*

SALES TAX			
City Sales Tax Rate	0.0100000	100.00%	0.0100000
State Sales Tax Rate	0.0625000	100.00%	0.0625000

HOT				
0.09	100.00%	0.09	City HOT
0.025	100.00%	0.025	County HOT
0.06	100.00%	0.06	State HOT
0.1750000		*0.1750000*	

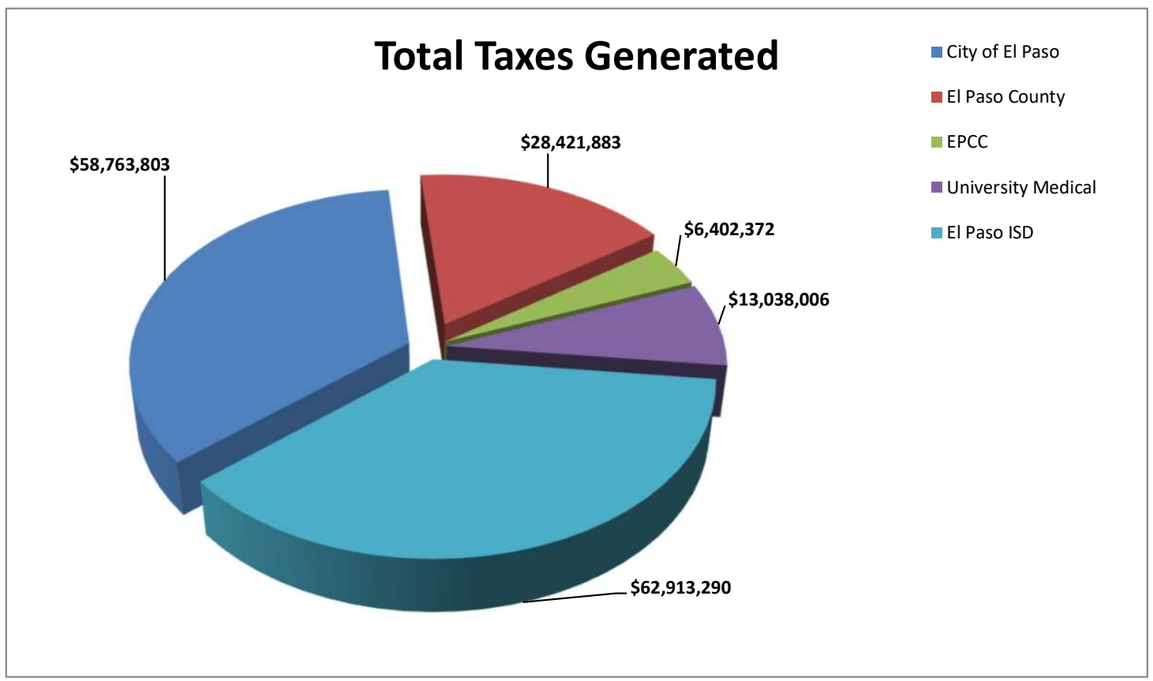
	BASE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTALS	
TAX YEAR	**2006**	**2007**	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**		
	CREATION	*EXPANSION 1&2*					*EXPANSION 3*	*EXPANSION 4*																									
BASE YEAR																																	
City of El Paso	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
El Paso County	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
EPCC	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
University Medical	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
El Paso ISD	106,883,525	177,151,502	177,151,502	177,151,502	177,151,502	177,151,502	177,549,189	188,248,651	216,278,918	215,483,546	215,483,546	215,444,031	208,764,947	208,931,395	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387	209,228,387		
TAXABLE VALUE																																	
City of El Paso							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
El Paso County							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
EPCC							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
University Medical							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
El Paso ISD							267,160,873	259,189,380	280,745,731	291,129,271	301,623,810	309,244,235	309,041,038	312,423,207	360,327,593	359,507,156	326,128,178	335,912,023	345,989,384	356,369,066	367,060,138	378,071,942	389,414,100	401,096,523	413,129,419	425,523,301	438,289,000	451,437,670	464,980,800	478,930,224	493,298,131		
TAXABLE VALUE INCREMENT																																	
City of El Paso							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
El Paso County							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
EPCC							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
University Medical							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
El Paso ISD							89,611,684	70,940,729	64,466,813	75,645,725	86,140,264	93,800,204	100,276,091	103,491,812	151,099,206	150,278,769	116,899,791	126,683,636	136,760,997	147,140,679	157,831,751	168,843,555	180,185,713	191,868,136	203,901,032	216,294,914	229,060,613	242,209,283	255,752,413	269,701,837	284,069,744		
REVENUE A	**0.69667700**	**0.67232600**	**0.67109700**	**0.63300000**	**0.63300000**	**0.65370000**	**0.65840400**	**0.65840400**	**0.67837800**	**0.69978400**	**0.72972500**	**0.75965600**	**0.80343300**	**0.84333200**	**0.90730100**	**0.90730100**	**0.90730100**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**	**0.86239800**		
TAXABLE VALUE GROWTH																																	
City of El Paso		111,520	261,177	308,921	268,465	332,431	628,010	467,077	437,329	529,357	628,587	712,559	805,651	872,780	1,370,925	1,363,481	1,060,633	1,092,517	1,119,902	1,204,898	1,292,445	1,382,618	1,475,496	1,571,160	1,669,695	1,771,185	1,875,720	1,983,391	2,094,293	2,208,521	2,326,176	33,226,916	City of El Paso
El Paso County		0	0	0	0	0	411,218	325,539	295,831	347,130	395,288	430,439	460,156	474,913	693,378	689,613	536,440	581,337	627,581	675,212	724,273	774,804	826,852	880,462	935,679	992,554	1,051,134	1,111,472	1,173,620	1,237,632	1,303,565	17,956,122	El Paso County
EPCC		0	0	0	0	0	103,696	82,090	74,599	87,535	99,679	108,543	116,036	119,758	174,847	173,898	135,273	146,595	158,256	170,267	182,638	195,381	208,506	222,024	235,948	250,290	265,062	280,277	295,949	312,091	328,717	4,527,955	EPCC
University Medical		0	0	0	0	0	211,170	167,172	151,916	178,259	202,990	221,040	236,301	243,878	356,065	354,132	275,474	298,530	322,277	346,737	371,931	397,880	424,608	452,137	480,493	509,699	539,781	570,766	602,881	635,552	669,410	9,220,879	University Medical
El Paso ISD		0	0	0	0	0	1,018,974	806,667	733,052	860,168	979,501	1,066,602	1,140,239	1,176,805	1,718,149	1,708,820	1,329,268	1,440,520	1,555,109	1,673,137	1,794,705	1,919,920	2,048,892	2,181,733	2,318,559	2,459,489	2,604,648	2,754,162	2,908,161	3,066,780	3,230,157	44,494,216	El Paso ISD
		111,520	**261,177**	**308,921**	**268,465**	**332,431**	**2,373,069**	**1,848,545**	**1,692,727**	**2,002,448**	**2,306,045**	**2,539,183**	**2,758,384**	**2,888,134**	**4,313,364**	**4,289,943**	**3,337,088**	**3,559,499**	**3,783,125**	**4,070,251**	**4,365,991**	**4,670,603**	**4,984,353**	**5,307,516**	**5,640,374**	**5,983,217**	**6,336,346**	**6,700,068**	**7,074,703**	**7,460,576**	**7,858,025**	**109,426,088**	
TIRZ #5	REVENUE 1																																
REAL PROPERTY TAX		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24,586,358	74,283,581	76,512,089	149,256,537	153,734,233	158,346,260	163,096,648	194,061,525	199,883,371	205,879,872	212,056,268		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	895,539	922,405	950,078	978,580	1,048,255	1,079,702	1,112,093	1,145,456		
City of El Paso		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	201,332	608,290	626,538	1,229,558	1,266,445	1,304,438	1,343,571	1,597,705	1,645,636	1,695,005	1,745,856	13,264,374	City of El Paso
El Paso County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	112,824	340,879	351,106	689,031	709,702	730,993	752,923	895,337	922,197	949,863	978,359	7,433,216	El Paso County
EPCC		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28,451	85,959	88,537	173,751	178,964	184,333	189,863	225,775	232,548	239,525	246,711	1,874,417	EPCC
University Medical		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	57,938	175,049	180,301	353,833	364,448	375,382	386,643	459,776	473,569	487,777	502,410	3,817,127	University Medical
El Paso ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	279,571	844,679	870,019	1,707,379	1,758,601	1,811,359	1,865,699	2,218,593	2,285,151	2,353,706	2,424,317	18,419,074	El Paso ISD
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**680,115**	**2,054,855**	**2,116,501**	**4,153,553**	**4,278,160**	**4,406,505**	**4,538,700**	**5,397,187**	**5,559,103**	**5,725,876**	**5,897,652**	**44,808,208**	
SALES TAX	REVENUE 2																																
SALES TAX		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14,925,654	15,373,423	15,834,626	16,309,665	17,470,913	17,995,040	18,534,892	19,090,938		
City		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**149,257**	**153,734**	**158,346**	**163,097**	**174,709**	**179,950**	**185,349**	**190,909**	1,355,352	City
HOT	REVENUE 3																																
HOT		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,968,333	10,167,699	10,371,053	10,578,474	10,790,044	11,005,845	11,225,961	11,450,481	11,679,490	11,913,080	12,151,342		
City		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	897,150	915,093	933,395	952,063	971,104	990,526	1,010,337	1,030,543	1,051,154	1,072,177	1,093,621	10,917,162	City
County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	249,208	254,192	259,276	264,462	269,751	275,146	280,649	286,262	291,987	297,827	303,784	3,032,545	County
REVENUE A, 1, 2, 3		**111,520**	**261,177**	**308,921**	**268,465**	**332,431**	**2,373,069**	**1,848,545**	**1,692,727**	**2,002,448**	**2,306,045**	**2,539,183**	**2,758,384**	**2,888,134**	**4,313,364**	**4,289,943**	**3,337,088**	**3,559,499**	**3,783,125**	**4,070,251**	**6,192,464**	**7,894,744**	**8,293,525**	**10,826,850**	**11,313,123**	**11,813,740**	**12,329,128**	**13,588,770**	**14,156,897**	**14,741,805**	**15,343,991**	**169,539,354**	
Running Total		**111,520**	**372,697**	**681,618**	**950,083**	**1,282,513**	**3,655,582**	**5,504,127**	**7,196,854**	**9,199,302**	**11,505,347**	**14,044,530**	**16,802,913**	**19,691,047**	**24,004,411**	**28,294,354**	**31,631,443**	**35,190,941**	**38,974,066**	**43,044,317**	**49,236,782**	**57,131,525**	**65,425,051**	**76,251,901**	**87,565,024**	**99,378,764**	**111,707,891**	**125,296,661**	**139,453,558**	**154,195,363**	**169,539,354**		
GROSS	**169,539,354**																																
		2007	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**		
City of El Paso		$ 111,520	$ 261,177	$ 308,921	$ 268,465	$ 332,431	$ 628,010	$ 467,077	$ 437,329	$ 529,357	$ 628,587	$ 712,559	$ 805,651	$ 872,780	$ 1,370,925	$ 1,363,481	$ 1,060,633	$ 1,092,517	$ 1,119,902	$ 1,204,898	$ 2,390,926	$ 2,906,000	$ 3,035,429	$ 3,902,037	$ 4,060,977	$ 4,224,495	$ 4,392,724	$ 4,786,349	$ 4,971,033	$ 5,161,053	$ 5,356,562	$ 58,763,803	City of El Paso
El Paso County		$ -	$ -	$ -	$ -	$ -	$ 411,218	$ 325,539	$ 295,831	$ 347,130	$ 395,288	$ 430,439	$ 460,156	$ 474,913	$ 693,378	$ 689,613	$ 536,440	$ 581,337	$ 627,581	$ 675,212	$ 1,086,305	$ 1,369,876	$ 1,437,234	$ 1,833,955	$ 1,915,133	$ 1,998,693	$ 2,084,706	$ 2,293,071	$ 2,387,804	$ 2,485,322	$ 2,585,708	$ 28,421,883	El Paso County
EPCC		$ -	$ -	$ -	$ -	$ -	$ 103,696	$ 82,090	$ 74,599	$ 87,535	$ 99,679	$ 108,543	$ 116,036	$ 119,758	$ 174,847	$ 173,898	$ 135,273	$ 146,595	$ 158,256	$ 170,267	$ 211,089	$ 281,339	$ 297,043	$ 395,776	$ 414,912	$ 434,623	$ 454,925	$ 506,053	$ 528,497	$ 551,616	$ 575,428	$ 6,402,372	EPCC
University Medical		$ -	$ -	$ -	$ -	$ -	$ 211,170	$ 167,172	$ 151,916	$ 178,259	$ 202,990	$ 221,040	$ 236,301	$ 243,878	$ 356,065	$ 354,132	$ 275,474	$ 298,530	$ 322,277	$ 346,737	$ 429,868	$ 572,929	$ 604,908	$ 805,971	$ 844,941	$ 885,081	$ 926,425	$ 1,030,542	$ 1,076,250	$ 1,123,329	$ 1,171,820	$ 13,038,006	University Medical
El Paso ISD		$ -	$ -	$ -	$ -	$ -	$ 1,018,974	$ 806,667	$ 733,052	$ 860,168	$ 979,501	$ 1,066,602	$ 1,140,239	$ 1,176,805	$ 1,718,149	$ 1,708,820	$ 1,329,268	$ 1,440,520	$ 1,555,109	$ 1,673,137	$ 2,074,276	$ 2,764,599	$ 2,918,911	$ 3,889,112	$ 4,077,159	$ 4,270,848	$ 4,470,348	$ 4,972,755	$ 5,193,312	$ 5,420,485	$ 5,654,474	$ 62,913,290	El Paso ISD
		$ 111,520	**$ 261,177**	**$ 308,921**	**$ 268,465**	**$ 332,431**	**$ 2,373,069**	**$ 1,848,545**	**$ 1,692,727**	**$ 2,002,448**	**$ 2,306,045**	**$ 2,539,183**	**$ 2,758,384**	**$ 2,888,134**	**$ 4,313,364**	**$ 4,289,943**	**$ 3,337,088**	**$ 3,559,499**	**$ 3,783,125**	**$ 4,070,251**	**$ 6,192,464**	**$ 7,894,744**	**$ 8,293,525**	**$ 10,826,850**	**$ 11,313,123**	**$ 11,813,740**	**$ 12,329,128**	**$ 13,588,770**	**$ 14,156,897**	**$ 14,741,805**	**$ 15,343,991**	**$ 169,539,354**	

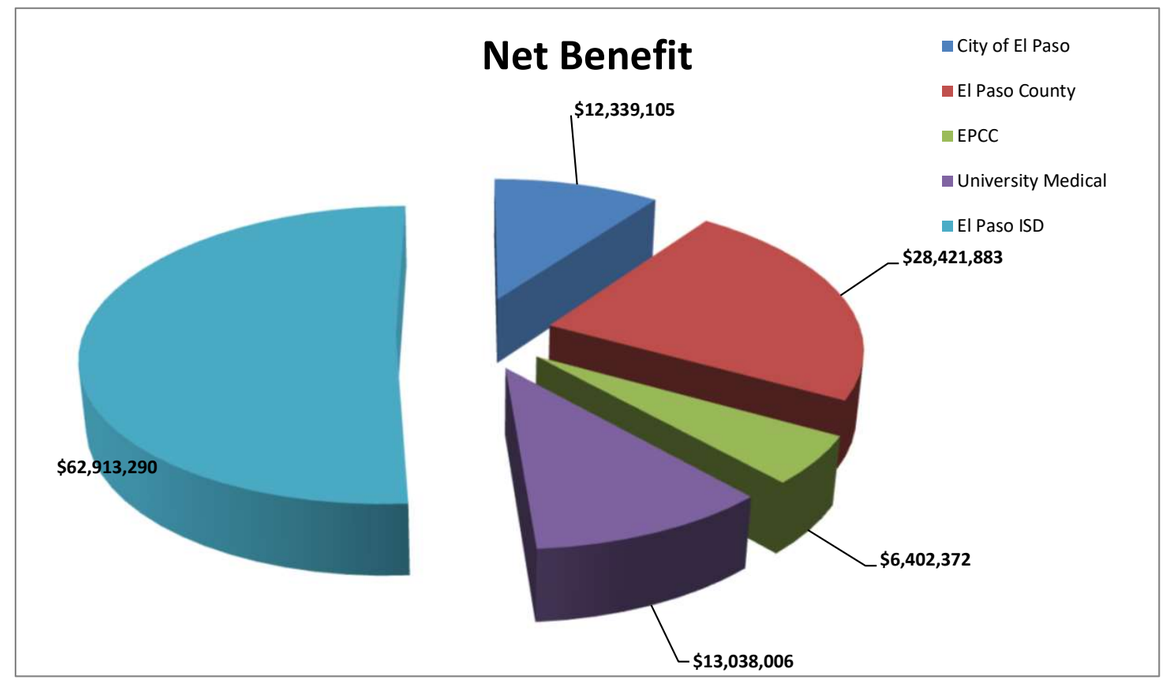
Revenue Summary

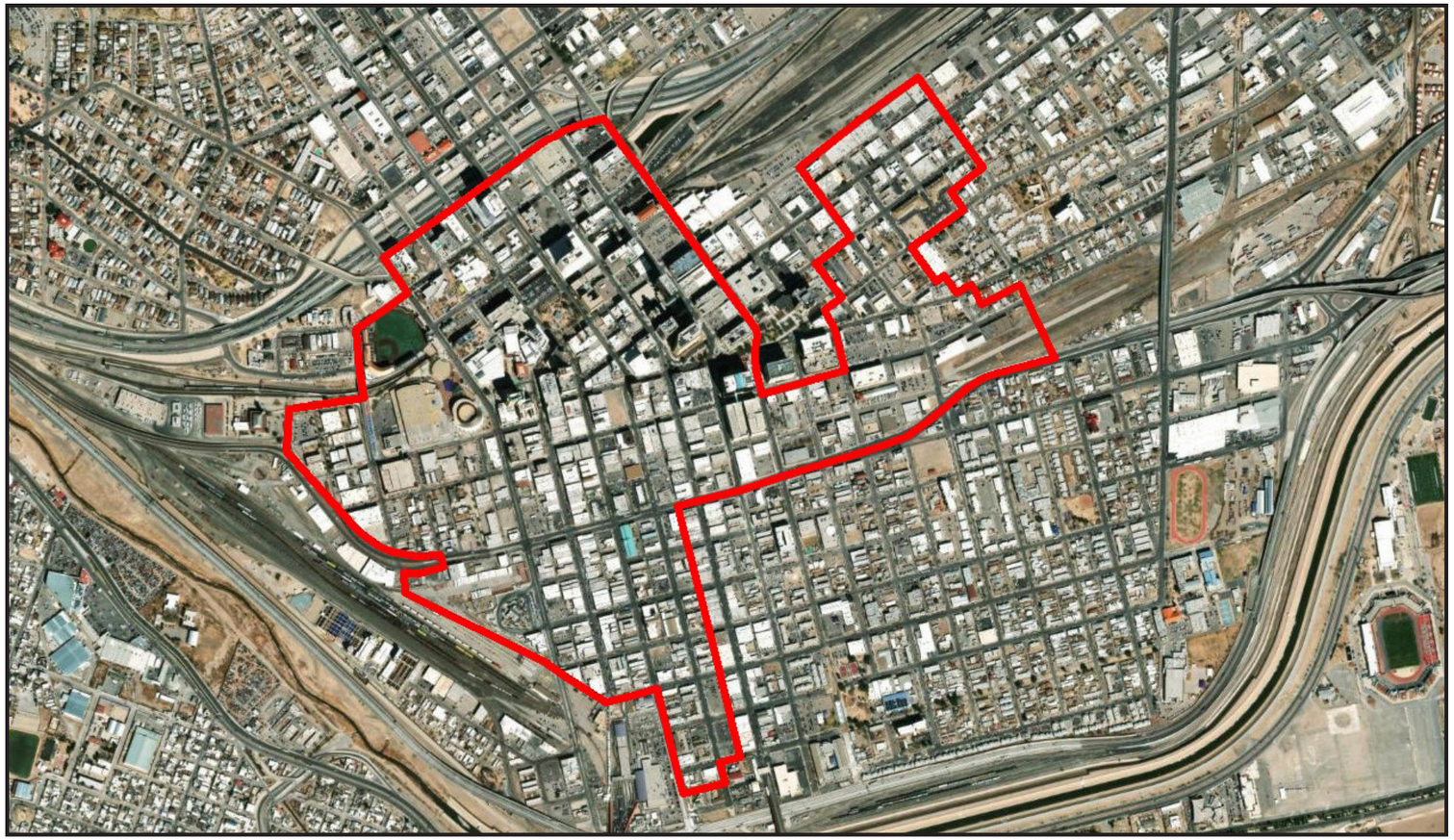
Taxing Jurisdictions	Total Taxes Generated*	Participation	Total Net Benefit
City of El Paso	$58,763,803	$46,424,698	$12,339,105
El Paso County	$28,421,883	$0	$28,421,883
EPCC	$6,402,372	$0	$6,402,372
University Medical	$13,038,006	$0	$13,038,006
El Paso ISD	$62,913,290	$0	$62,913,290
Total	**$169,539,354**	**$46,424,698**	**$123,114,656**

**Total Taxes Generated includes projected Real Property, Business Personal Property, Sales, and Hotel Occupancy Tax revenue*

Tax Revenue Type	Total Taxes Generated
Real Property	$154,009,343
Business Personal Property	$224,953
Sales	$1,355,352
Hotel Occupancy	$13,949,707
Total	**$169,539,354**







Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #5 in Years:

The TIRZ has a 30-year term and is scheduled to end on December 31, 2036 (with the final year's tax increment to be collected by September 1, 2037).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
10339	8 MILLS ALL OF BLK INC CLSD ALY EXC LAND OWNED BY RR(14592.38SQFT)BUT INC AIR RIGHTS OVER LAND OWNED BY RR	MILLS PROPERTIES VI LP	215	MAIN	ST	
10871	23 MILLS 60 FT ON STANTON X 120 FT ON FRANKLIN SWC (7200 SQ FT)	NEBHAN JOSEPH M	500	STANTON	ST	
12040	135 CAMPBELL 5 & N 14.00 FT OF 4 (4800.00 SQ FT)	AIDAVA PROPERTIES LLC SERIES B - 413 S MESA	413	MESA	ST	
13312	17 MILLS SWLY PT OF BLK (175.10 FT ON SWLY - 56.25 FT ON NWLY IRREG ON NELY - 68.14 FT ON SELY) (11868.98 SQ FT)	CITY OF EL PASO	109	SAN FRANCISCO	AVE	EX-XV
13463	135 CAMPBELL E 44.25 FT OF 12 & E 44.25 FT OF S 2 FT OF 11 (1239.00 SQ FT)	YI SANTOSCOY REAL ESTATE LLC	210	PAISANO	DR	
14570	200 CAMPBELL 17 TO 20 (12480 SQ FT)	CITY OF EL PASO	216	FLORENCE	ST	EX-XV
14609	1 MILLS 3 & 4 & PT OF 20.00 FT ALLEY BTW (22590.00 SQ FT)	MILLS PLAZA PARKING LP	417	OREGON	ST	
14806	45 MILLS 268.50 FT ON LEON X 120 FT ON OVERLAND (32220.00 SQ FT)	CITY OF EL PASO		LEON	ST	EX-XV
15964	36 MILLS 52 FT ON STANTON X 120 FT BEG 208 FT N OF SEC	THE JOHN R ELLIS TRUST & 3	301	STANTON	ST	
18628	34 MILLS 25.1667 FT ON OVERLAND X 115.21 FT BEG 83.02 FT W OF NEC (2894 SQ FT)	KIMMELMAN POLA & KARCHMER DEBORAH S K	116	OVERLAND	AVE	
19334	204 CAMPBELL 81 FT ON OVERLAND X 90 FT BEG 130 FT E OF SWC (4 & E 16 FT OF 5 IN 79 MAGOFFIN) (10980 SQ FT)	ECONOMY CASH & CARRY INC	1015	OVERLAND	AVE	
19718	247 CAMPBELL 11 TO 13 & N 17.00 FT OF 14 (11400.00 SQ FT)	EL PASO 614 NORTH MESA LLC	614	MESA	ST	
20289	45 MILLS 35.333 FT ON CHIHUAHUA X 120 FT BEG 268 FT S OF NEC (4240 SQ FT)	323 CHIHUAHUA LLC	323	CHIHUAHUA	ST	
20473	149 CAMPBELL 9 & 10 (6240 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	301	KANSAS	ST	
21334	5 1/2 MILLS 47.5 FT ON TEXAS X 86.667 FT ON MESA & SLY 8 FT X 54 FT NEC (4430.05 SQ FT)	URBAN LION LLC	115	MESA	ST	
21750	88 CAMPBELL 5 & N 9 FT OF 4 (4200 SQ FT)	SALOM GEORGE E FAMILY LMTD PRTSHP	713	OREGON	ST	
21810	36 MILLS 41 FT ON OVERLAND & 86.67 FT ON STANTON NEC 3553.47 SQ FT	LUHANSK EP LLC	320	OVERLAND	AVE	
21846	117 CAMPBELL LOT 14	510 SOUTH OREGON LLC	510	OREGON	ST	EX-XU
22912	146 CAMPBELL 17 & 18 & N PT OF 19 (120 FT ON N - 59.95 FT ON E - 120.30 FT ON S - 67.60 FT ON W) (7652 SQ FT)	ORO INVESTMENTS LLC	701	PAISANO	DR	
23120	1 FRANKLIN HEIGHTS N 87.5 FT OF 15 & 16	CITY OF EL PASO	1030	MYRTLE	AVE	EX-XV
24426	19 MILLS ALL OF BLK & ALL OF BLK 8 OF HART (67600 SQ FT)	CITY OF EL PASO		CLEVELAND	AVE	EX-XV
24550	86 CAMPBELL LOT 14 (3120 SQ FT)	ATIENZO BONIFACIO	708 1/2	MESA	ST	HS
26543	24 MILLS 80 FT ON SAN ANTONIO X 130 FT ON STANTON NEC (10400 SQ FT)	MJCP LLC	324	SAN ANTONIO	AVE	
26801	80 MAGOFFIN 1 & E 15 FT OF 2 (3601.80 SQ FT)	NORTHINTON-GEASON VALERIE	1127	OVERLAND	AVE	
28669	35 MILLS 94.88 FT ON MESA X 120 FT BEG 260 FT S OF NEC (11386 SQ FT)	CASTILLO SAMUEL O & HILDA O	225	MESA	ST	
28777	33 MILLS 20.333 FT ON EL PASO X 134 FT BEG 191.15 FT S OF NEC	TEX SANTA FE LLC	319	EL PASO	ST	
29116	118 CAMPBELL N 9 FT OF 4 5 & 6 & S 9 FT OF 7 (8400.00 SQ FT)	BERG INVESTMENT CO	509	OREGON	ST	
30548	9 MILLS S 111.85 FT OF BLK (29081 SQ FT)	FEDERAL RESERVE BANK	301	MAIN	DR	
32188	144 CAMPBELL W 59 FT OF 8 TO 10 (4602 SQ FT)	SISU ENVIRON DEVELOPMENT LLC	910	1ST	AVE	
32285	7 MILLS PT OF BLK BEG 73.5 FT S OF NWC (27.56 FT ON ST- 60 FT ON N- 24.50 FT ON E-IRREG ON S)	GUILLEN GILBERT	404	DURANGO	ST	
32699	149 CAMPBELL 1 TO 4 (12480 SQ FT)	SAL REAL ESTATE LLC	425	PAISANO	DR	
33007	212 CAMPBELL 1 TO 5 (15600 SQ FT)	LUCIANO DON	801	OLIVE	AVE	
33179	1 FRANKLIN HEIGHTS 12 & N 70 FT OF W 16 FT OF 13 & S 50 FT OF W 9 FT OF 13 (4570 SQ FT)	EP SHARP INVESTMENTS LLC	1024	MYRTLE	AVE	
33912	24 MILLS 40 FT ON SAN ANTONIO X 96 FT BEG 80 FT E OF NWC & 20 FT X 96.667 FT ADJ ON E (5800 SQ FT)	MARCUS REAL ESTATE LIMITED PARTNER	308	SAN ANTONIO	AVE	
34145	36 MILLS 42.00 FT ON STANTON X 120.00 FT BEG 198.00 FT S OF NEC (5040.00 SQ FT)	DOWNTOWN SHALOM LLC	217	STANTON	ST	
34314	102 CAMPBELL 11 TO 20 (31200.00 SQ FT)	CATHOLIC DIOCESE OF EL PASO	602	OREGON	ST	EX-XV
34782	118 CAMPBELL 11 & N 9.55 FT OF 12 & 70 FT BTW BLKS 118 & 134 (12666 SQ FT)	JABALIE VIRGINIA & MARY L	526	EL PASO	ST	
35181	171 CAMPBELL E 1/2 OF 10 & 11 (2544 SQ FT)	CITY OF EL PASO	600	SAN FRANCISCO	AVE	EX-XV
35544	144 CAMPBELL PT OF 16 & 17 (120 FT ON N 0.04 FT ON E 127.42 FT ON S 41.47 FT ON W) (2488 SQ FT)	PEREZ FRANK	314	VIRGINIA	ST	
36543	133 CAMPBELL N PT OF 5 & S 20.00 FT OF 6 (40.29 FT ON W-134.00 FT ON N-40.65 FT ONE-IRREG ON S) (5426.00 FT)	TCHONG KHI TCHIENG & CHONG LIENG TA	511	EL PASO	ST	
36706	44 MILLS ALL OF BLK (55776 SQ FT)	U S DEPARTMENT OF JUSTICE				EX-XV
36841	35 MILLS 27.125 FT ON OREGON X 120 FT BEG 187 FT S OF NWC (3255 SQ FT)	VERCHEL PROPERTIES LLC	216	OREGON	ST	
37284	23 MILLS 35 FT ON STANTON X 120 FT BEG 95 FT OF SWC (4200 SQ FT)	KEMP JOHN P JR	508 1/2	STANTON	ST	
37739	103 CAMPBELL 12 & W 65 FT OF 11 (4810.00 SQ FT)	DELGADO CORINA M	600	MESA	ST	
37810	118 CAMPBELL 20 & S 16.50 FT OF 19 (5100 SQ FT)	EL PASO SHOPPING DISTRICT LLC	618	EL PASO	ST	
38544	15 MILLS 51 FT ON EL PASO X 134 FT ON W SAN ANTONIO NEC (6834 SQ FT)	SW T-BIRD LTD	201	EL PASO	ST	
40697	222 CAMPBELL 14 & 15 E 3.5 FT OF 16 (6660 SQ FT)	AVENIDA TEXAS LLC	810	TEXAS	AVE	
41513	149 CAMPBELL 7 & 8 (6240 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	307	KANSAS	ST	
43062	7 MILLS 40.05 FT ON LEON 121.52 FT ON PAISANO 21.32 FT ON W 120 FT ON N (3682 SQ FT)	GOMEZ MARIA D L L M & MARTINEZ ERIKA R	401	PAISANO	DR	
43238	227 CAMPBELL N 104.94 FT OF 11TO13 & 18TO20 W 251/2 FT OF 17 IN BLK 226 ST BTW & STRIP ON N (29522.38 SQ FT) 8	ABRAHAM JEANETTE	220	ST VRAIN	ST	
43366	171 CAMPBELL W 1/2 OF 10 & 11 (2928 SQ FT)	CITY OF EL PASO	608	SAN FRANCISCO	AVE	EX-XV
44196	36 MILLS 104 FT ON STANTON X 120 FT ON PAISANO SEC (12480 SQ FT)	ARG PSELPTX001 LLC	313	STANTON	ST	
44538	246 CAMPBELL 1 TO 9 & 11 TO 20 & S PT OF 10 & ALLEY BTW (66687.81 SQ FT)	PEOPLE OF THE STATE OF TEXAS	301	MISSOURI	AVE	EX-XV
44600	24 MILLS 30 FT ON OVERLAND X 30.333 FT ON MESA SWC (910 SQ FT)	LR MANAGEMENT LLC	124	MESA	ST	
45050	101 CAMPBELL 12 & S 1.00 FT OF 11 & N 8.00 FT OF 13 OF 13 (4200.00 SQ FT)	SALOM ANTHONY & SOLEDAD	702	EL PASO	ST	
45713	14 MILLS NLY 121 FT OF ELY 72 FT & SLY 139 FT OF E 1/2 OF BLK (25392 SQ FT)	LIM-YOON JOINT VENTURE	119	OVERLAND	AVE	
46341	36 MILLS 52 FT ON STANTON X 120 FT BEG 104 FT N OF SEC (6240 SQ FT)	RIVER OAKS PROPERTIES LTD	307	STANTON	ST	
46686	210 CAMPBELL E 1/2 OF BLOCK (14596 SQ FT)	CLEAT JOINT VENTURE	747	SAN ANTONIO	AVE	
46741	32 MILLS 84.17 FT ON SANTA FE X 120 FT BEG 173.333 FT S OF NEC	CITY OF EL PASO	309	SANTA FE	ST	EX-XV
47484	35 MILLS 44 FT ON OVERLAND X 108.5 FT ON ALY & 16 FT X 21.8333 FT ADJ REAR (5123 SQ FT)	LEEDS N K & G INC	210	OVERLAND	AVE	
47625	32 MILLS 195.83 FT ON SANTA FE X 120 FT BEG 50 FT N OF SEC (23500.00 SQ FT)	CITY OF EL PASO	325	SANTA FE	ST	EX-XV
48208	212 CAMPBELL 11 TO 13 (9360 SQ FT)	MISSIONARY SOCIETY OF ST COLUMBAN	816	MAGOFFIN	AVE	EX-XV
48261	119 CAMPBELL 11 TO 13 & N 17 FT OF 14 (11400 SQ FT)	LANGE RAFAEL & CRISTIAN	600	SANTA FE	ST	
48684	216 CAMPBELL E 90 FT OF 16 TO 20 (11700 SF)	EL PASO PARK A LOT LP	709	MAGOFFIN	AVE	
50386	205 CAMPBELL E 60 FT OF 6 & 7 & S 5 FT OF 8	ABOUD RUSSELL M	105	ST VRAIN	ST	
50530	23 MILLS NELY PT OF BLK (120.00 FT ON NWLY - 108.70 FT ON NELY - 120.00 FT ON SELY - 108.70 FT ON SWLY)	REY JAMES R & COLLIE MALINDA D	501	KANSAS	ST	
51465	35 MILLS 46.625 FT ON OREGON X 120 FT BEG 330 FT N OF SWC (5595 SQ FT)	VERCHEL PROPERTIES LLC	220	OREGON	ST	
51754	205 CAMPBELL N 1/2 OF 3 & S 19.75 FT OF 4 (3930 SQ FT)	LIANG BINGJIN & SIUFUN	115	ST VRAIN	ST	
51807	117 CAMPBELL 1 & 2 (6240 SQ FT)	JB4 PROP LP	521	MESA	ST	
52044	160 CAMPBELL NE PT OF BLK 180 FT ON SAN ANTONIO X 102 FT ON ANTHONY (18360.00 SQ FT)	3 BALLOONS-518 W SAN ANTONIO LP	518	SAN ANTONIO	AVE	
52216	149 CAMPBELL LOT 6 (3120 SQ FT)	S A L REAL ESTATE LLC	309	KANSAS	ST	
53430	34 MILLS 37 FT ON EL PASO X 120 FT BEG 71 FT N OF SWC	RIVER OAKS PROPERTIES LTD	412	EL PASO	ST	
54371	31 MILLS NW PT OF BLK (120' ON N - 137.4' ON E - IRREG ON S - 140.4' ON W) (16784.80 SQ FT)	LYNX INDUSTRIES LTD	320	SAN ANTONIO	AVE	
54410	6 MILLS 54 FT ON OREGON X 120 FT ON SHELDON NEC	THE BROKER CO	109	OREGON	ST	
54487	21 MILLS 1 TO 10	CHASE BANK OF TEXAS	501	MESA	ST	
55254	118 CAMPBELL S 17 FT OF 17 & N 18 FT OF 18 (4200 SQ FT)	EL PASO SHOPPING DISTRICT LLC	614	EL PASO	ST	
55536	88 CAMPBELL 15 & S 9 FT OF 14 (4200.00 SQ FT)	SALOM ANTHONY & SOLEDAD	810	EL PASO	ST	
55842	222 CAMPBELL S 79 FT OF 10 & S 79 FT OF E 1/2 OF 9 (3081 SQ FT)	TPGTX LLC	817	MYRTLE	AVE	
57066	33 MILLS 26.333 FT ON EL PASO X 134 FT BEG 109.42 FT S OF NEC (3528 SQ FT)	ADRON PROPERTIES LLC	311	EL PASO	ST	
58544	34 MILLS 34 FT ON EL PASO X 120 FT ON PAISANO SWC	DIVERSAS 426 LLC	426	EL PASO	ST	
58686	10 MILLS 109.75 FT ON MILLS X 130 FT ON STANTON IN SWC OF BLK (14270.26 SQ FT)	MILLS PARKING LLC	301	STANTON	ST	
58921	35 MILLS 25.25 FT ON OVERLAND X 112 FT BEG 94.75 FT E OF NWC (2828 SQ FT)	IEK #2 LP	208	OVERLAND	AVE	
59030	206 CAMPBELL W 24.5 FT OF 11 TO 15 (2940 SQ FT)	ORO INVESTMENTS LLC	800	SAN ANTONIO	AVE	
61760	O CAMPBELL 180.3 FT ON SAN ANTONIO X 193.87 FT ON OLIVE X 71.26 FT ON E (15000.00 SQ FT)	ANNUNCIATION HOUSE INC	1003	SAN ANTONIO	AVE	EX-XV
61776	36 MILLS 26.667 FT ON MESA X 120 FT BEG 303.333 FT N OF SWC (3199 SQ FT)	EL PASO PARK A LOT LP	216 1/2	MESA	ST	
62106	117 CAMPBELL 20 FT OF 19 & 20 BEG 34 FT E OF SWC (1040 SQ FT)	MENDOZA ALICIA & PESQUEIRA GUADALUPE	203	FOURTH	AVE	

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
62472	4 MILLS 70 FT ON MILLS X 86.667 FT BEG 50 FT E OF NWC (E 70 FT OF 22) (6067 SQ FT)	204 MILLS PARTNERS LLC	204	MILLS	AVE	
62596	152 CAMPBELL 8 TO 16 & PT OF 7 & 17 TO 21 & 23 TO 25 & CLSD ALY & E PT OF 22 (51887 SQ FT)	SOTOAK REALTY LLC	500	OVERLAND	AVE	
62742	37 MILLS 39.667 FT ON STANTON X 120 FT ON FIRST SWC (4760.39 SQ FT)	CITY OF EL PASO	220	STANTON	ST	EX-XV
62981	117 CAMPBELL 10 & PT OF 9 (4432 SQ FT)	LESLIE JEFFREY H & MESA STEVE JR	501	MESA	ST	
64204	210 CAMPBELL W 1/2 OF BLOCK (7754 SQ FT)	TOLTEC CLUB EP LLC	717	SAN ANTONIO	AVE	
64279	215 CAMPBELL 10 & E 6 1/2 OF 9 (3900 SQ FT)	ROTH ANITA & ALLEN L	815	MAGOFFIN	AVE	
64729	79 MAGOFFIN N 59.7 FT OF 31 & 32 (3250 SQ FT)	GONZALEZ-CALVO ACQUISITIONS LLC	1018	SAN ANTONIO	AVE	
64882	116 CAMPBELL W 75 FT OF 19 & 20 (3900 SQ FT)	LAM JINNY K	301	FOURTH	AVE	
66179	4 MILLS 90 FT ON TEXAS X 86.667 FT ON STANTON SEC (7800 SQ FT)	201 STANTON LLC	201	STANTON	ST	
66724	80 MAGOFFIN 3 & W 10 FT OF 2 & E 5 FT OF 4 (3646.80 SQ FT)	STOCKER TERESA	1125	OVERLAND	AVE	DP, HS
66807	216 CAMPBELL E 84.5833 FT OF 11 TO 15 (10995 SQ FT)	EL PASO PARK A LOT LP	708	MYRTLE	AVE	
69233	215 CAMPBELL 6 & 7 & W 1/2 OF 8 (7800 SQ FT)	ROTH ANITA L	811	MAGOFFIN	AVE	
69900	38 MILLS 17.5 FT ON SAN ANTONIO X 130 FT BEG 116.5 FT E OF NWC (2275 SQ FT)	GAMEZ IRMA	410	SAN ANTONIO	AVE	
70269	205 CAMPBELL 17 TO 20 & S 16 FT OF 16 (14400 SQ FT)	THE UNITED MEXICAN STATES	114	VIRGINIA	ST	EX-XV
70519	5 MILLS 65' ON MILLSX80' ON OREGON & 59' ON OREGONX110' BEG 80'S OF NWC & 53' ON MESAX95' BEG 80' S OF NEC	MILLS PLAZA PROPERTIES LP	211	MESA	ST	
71218	34 MILLS 37 FT ON EL PASO X 120 FT BEG 34 FT N OF SWC	ALTUS FRANK	416	EL PASO	ST	
71799	34 MILLS 44 FT ON OREGON X 120 FT BEG 339 FT S OF NEC	LOPEZ MONTSERRAT CH & MARTINEZ LILY C & 1	301	OREGON	ST	
72725	88 CAMPBELL N 18 FT OF 3 & S 17 FT OF 4 (4200 SQ FT)	SALOM GEORGE E FAMILY LD PRTSHP	715	OREGON	ST	
73058	25 MILLS 76.5 FT ON CHIHUAHUA X 120 FT ON SAN ANTONIO NWC (9180 SQ FT)	HELLA GROUP LLC	210	SAN ANTONIO	AVE	
73954	131 CAMPBELL S 8.5 FT OF W 50 FT OF 20 & PT OF THIRD & LEON STS CLSD ADJ (2683.00 SQ FT)	ONE GAS INC		PAISANO	DR	
74723	144 CAMPBELL W PT OF 6 & 7 (42.72 FT ON W 59 FT ON N 15.13 FT ON E 65.26 FT ON SE) (1707 SQ FT)	SISU ENVIRON DEVELOPMENT LLC-SERIES B	911	PAISANO	DR	
75300	38 MILLS PT OF BLK BEG 117.00 FT NE OF SWC (36.00 FT ON ST- 79.00 FT ON N- IRREG ON E- 130.00 FT ON S) (3680.82 QFT)	UNKNOWN OWNER	108	STANTON	ST	
75441	149 CAMPBELL 17 & N 6 FT OF 18 (3840 SQ FT)	NADLER FAMILY LIMITED PARTNERSHIP	312 1/2	STANTON	ST	
76130	1 MILLS S 112.2 FT OF E 260 FT OF BLK (29124.40 SQ FT)	MILLS PLAZA PROPERTIES LP	401	OREGON	ST	
76306	89 CAMPBELL 1 TO 6 & S 24.67 FT OF 7 (21101 SQ FT)	GSJ-FAM LP	807	EL PASO	ST	
76443	88 CAMPBELL ELY 62.20 FT OF (11 TO 13) & ELY 62.20 FT OF NLY 17.0 FT OF 14 (5909.00 SQ FT)	SUNVIEW INC	106	FATHER RAHM	AVE	
77002	227 CAMPBELL 9 & 10 (6240 SQ FT)	INTERNATIONAL LAUNDRY SERVICES INC	817	TEXAS	AVE	
78147	116 CAMPBELL 11 TO 15 (15600.00 SQ FT)	VIEL ALEXANDER L	502	MESA	ST	
79377	18 MILLS 40.5 FT ON FRANKLIN X 78.667 FT BEG 79.5 FT E OF NWC (3186 SQ FT)	PEARSON RAY	214	FRANKLIN	AVE	
80113	198 CAMPBELL 1 TO 6 & S 19 FT OF 7 (21000 SQ FT)	CITY OF EL PASO	215	CAMPBELL	ST	EX-XV
80515	33 MILLS 43.333 FT ON EL PASO X 134 FT BEG 43.333 FT S OF NEC	SW T-BIRD LTD	305	EL PASO	ST	
81279	7 MILLS 60 FT ON OVERLAND X 120 FT ON LEON SEC (7200 SQ FT)	GUAJARDO ENRIQUE	400	OVERLAND	AVE	
81355	149 CAMPBELL LOT 5 (3120 SQ FT)	S A L REAL ESTATE LLC	311	KANSAS	ST	
81431	21 MILLS 18 & S 12 FT OF 17 & N 5.25 FT OF 19 (5190 SQ FT)	502 N OREGON LLC	502	OREGON	ST	
82218	100 CAMPBELL 14 & 15 & S 18.00 FT OF 13 (8400.00 SQ FT)	SALOM GEORGE E FAMILY LD PRTSHP	708	SANTA FE	ST	
82515	36 MILLS 22.9 FT ON OVERLAND X 81.667 FT BEG 37.1 FT E OF NWC (1855 SQ FT)	L R MANAGEMENT LLC	304	OVERLAND	AVE	
82838	16 MILLS ALL OF BLOCK & CLSD ALLEY BTWN (75036.2699 SQ FT)	CITY OF EL PASO	10	HENRY TROST	CT	EX-XV
84189	37 MILLS 84 FT ON OVERLAND X 113.333 FT BEG 36 FT W OF NEC (9520 SQ FT)	BELCLAIRE REALTY LTD	418	OVERLAND	AVE	
84362	171 CAMPBELL LOT 7 (3120.00 SQ FT)	CITY OF EL PASO	610	COLDWELL	ST	EX-XV
86303	87 CAMPBELL LOT 11 (3120.00 SQ FT)	MILO TX2 LLC	700	OREGON	ST	
87305	118 CAMPBELL S 8 FT OF 16 & N 9 FT OF 17 (2040 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	612 1/2	EL PASO	ST	
87802	119 CAMPBELL 6 & 7 & N 10 FT OF 5 & S 17.8 FT OF 8 (10693 SQ FT)	SOUTH EL PASO STREET PROPERTIES LLC	605	EL PASO	ST	
88005	24 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 90 FT W OF SEC (2600 SQ FT)	CAPLES LAND COMPANY LLC	311 1/2	OVERLAND	AVE	
88750	215 CAMPBELL 11 TO 12	OPPORTUNITY CENTER FOR THE HOMELESS	818	MYRTLE	AVE	EX-XV
89537	33 MILLS 181.78 FT ON SANTA FE X 120 FT ON PAISANO SWC OF BLK (21813.78 SQ FT)	LLH & W LLC	378	SANTA FE	ST	
89878	35 MILLS 70 FT ON OREGON X 120 FT BEG 190 FT N OF SWC (8400 SQ FT)	MARKS ANN	300	OREGON	ST	
90642	222 CAMPBELL 18 TO 20 (9360 SQ FT)	JTC STORES LLC	800	TEXAS	AVE	
91683	116 CAMPBELL LOT 16 (3120 SQ FT)	LAM JINNY K	514	MESA	ST	
92219	34 MILLS 96.47 FT ON EL PASO X 120 FT BEG 163.53 FT S OF NWC	BURROWS LLOYD A	312	EL PASO	ST	
92402	3 FRANKLIN HEIGHTS 23 & 24 (6000 SQ FT)	PEREZ FRANCISCO	1015	TEXAS	AVE	
92419	100 CAMPBELL S 14.75 FT OF N 18.75 FT OF 9 (1799.50 SQ FT)	KIM WON T	705	EL PASO	ST	
92889	4 MILLS 60 FT ON TEXAS X 86.667 FT ON MESA SWC (W 60 FT OF 24) (5200 SQ FT)	200 EP MESA LLC	200	MESA	ST	
92972	215 CAMPBELL 1 TO 3 & W 2 FT OF 4 (9600 SQ FT)	CDA CORTE 1581 401K PLAN	801	MAGOFFIN	AVE	EX-XV
93216	45 MILLS 30.333 FT ON CHIHUAHUA X 120 FT BEG 303.333 FT S OF NEC	CITY OF EL PASO	325	CHIHUAHUA	ST	EX-XV
93782	31 MILLS 120 FT ON SAN ANTONIO X 65 FT ON CHIHUAHUA (7800 SQ FT)	LYNX INDUSTRIES LT		SAN ANTONIO	AVE	
95346	24 MILLS 86.67 FT ON STANTON X 60 FT ON OVERLAND SEC (5199.80 SQ FT)	CAPLES LAND COMPANY LLC	119	STANTON	ST	
95628	21 MILLS 20 & S 20.75 FT OF 19 (5610 SQ FT)	MARCEP GROUP LLC	500	OREGON	ST	
95762	2 MILLS S 1/2 OF BLK INC CLOSED ALLEY (30800 SQ FT)	MILLS PLAZA PARKING III LP	401	MESA	ST	
96594	33 MILLS 32.5 FT ON EL PASO X 134 FT BEG 135.75 FT S OF NEC	DRENNAN PROPERTIES LLC	315	EL PASO	ST	
96941	45 MILLS 50 FT ON CHIHUAHUA X 120 FT BEG 162 FT S OF NEC	CITY OF EL PASO	315	CHIHUAHUA	ST	EX-XV
97187	215 CAMPBELL 18 & PT OF 17 NWC (2 FT ON S 35 FT ON E 2.25 FT ON S 35 FT ON W) (3190 SQ FT)	ROTH ALLEN L	804	MYRTLE	AVE	
97657	171 CAMPBELL LOT 9 (3120.0 SQ FT)	CITY OF EL PASO		ANTHONY	ST	EX-XV
98779	17 MILLS 203 FT ON SAN FRANCISCO - 176.75 FT ON SANTA FE - 266 FT ON MAIN 96.98 FT & 199.928 FT ON EL PASO	CITY OF EL PASO	117	SAN FRANCISCO	AVE	EX-XV
100162	133 CAMPBELL PT OF 4 & 5 BEG 1.41 FT N OF SWC OF 4 (32.47 FT ON W - 134.00 FT ON N-31.20 FT ON E-134.00 FT ON S) (4111.00 SQ FT)	STRATEMEYER MARY L	515	EL PASO	ST	
100863	13 MILLS 40.1667 FT ON OREGON X 78 FT ON OVERLAND SWC (3133 SQ FT)	RIVER OAKS PROPERTIES LTD	201	OVERLAND	AVE	
101330	35 MILLS 190 FT ON OREGON X 120 FT ON PAISANO SWC (22800.00 SQ FT)	WALGREEN CO	302	OREGON	ST	
101520	36 MILLS 50 FT ON MESA X 120 FT BEG 253.333 FT N OF SWC (6000 SQ FT)	EL PASO PARK A LOT LP	218	MESA	ST	
101907	120 CAMPBELL ALL OF BLK & PTS OF (BLK 99 & 121) & ADJ ALLYS & CLSD STS BTW(475' ON ST-87.02' ON S-545.93' ON W-IRREG ON N)	EL PASO MASS TRANSIT DEPT BOARD	601	SANTA FE	ST	EX-XV
104373	6 MILLS W 120 FT OF BLK (120 FT ON SAN ANTONIO X 167.67 FT ON EL PASO) (20120.40 SQ FT)	MILLS PLAZA PARKING II LP	104	EL PASO	ST	AB
104585	222 CAMPBELL 8 & W 1/2 OF 9 (4680 SQ FT)	ANNUNCIATION HOUSE INC	815	MYRTLE	AVE	EX-XV
104608	100 CAMPBELL 5 & N 9 FT OF 4 & S 5 FT OF 6 (5360 SQ FT)	BURROLA MANUELA A	711	EL PASO	ST	
104928	215 CAMPBELL 19 & 20 (6240 SQ FT)	UTOPIA LLC	800	MYRTLE	AVE	
105228	88 CAMPBELL WLY 57.80 FT OF (11 TO 13) & WLY 57.80 FT OF NLY 17.0 FT OF 14 (5491.00 SQ FT)	EP PASEO SOUTH HOLDINGS LLC	800	EL PASO	ST	
108332	144 CAMPBELL 11 TO 15 (15600 SQ FT)	SISU ENVIRON DEVELOPMENT LLC-SERIES B	300	VIRGINIA	ST	
110040	24 MILLS 80 FT ON SAN ANTONIO X 119.17 FT ON MESA & ADJ 23.17 FT X 40 FT NWC	CAPLES LLC	300	SAN ANTONIO	AVE	
110335	133 CAMPBELL PT OF 2 & 3 BEG 4.50 FT S OF NWC OF 2 (134.00 FT ON S - 14.35 FT ON W-IRREG ON N -15.60 FT ON E) (1971.00 SQ FT)	THE CHRISTINE KIM LIVING TRUST	521	EL PASO	ST	
110936	46 CAMPBELL LOT 6 (3120 SQ FT)	VALENZUELA MARGARITA	1009	MESA	ST	
111178	117 CAMPBELL 6 TO 8 & SLY PT OF 9 (11167.00 SQ FT)	HERNANDEZ ARNOLDO	507	MESA	ST	
112220	33 MILLS 22.9 FT ON EL PASO X 134 FT BEG 168.25 FT S OF NEC	GAMEZ CELIA T	317	EL PASO	ST	
112700	1 FRANKLIN HEIGHTS 22 & 23 6000.00 SQ FT	YANEZ ANNETTE	1015	MAGOFFIN	AVE	
113540	172 CAMPBELL ALL OF FR BLK & TRIANGLE (1621 SQ FT) (52277.1 SQ FT)	CITY OF EL PASO	700	SAN FRANCISCO	AVE	EX-XV
113657	103 CAMPBELL E 80 FT OF 18 & E 40 FT OF 19 & 20	ALVARADO STEVEN D	309	FIFTH	AVE	
114442	146 CAMPBELL 15 & 16 (6240 SQ FT)	SEPULVEDA LUCILLE (TR)	308	FLORENCE	ST	
116006	33 MILLS 142.50 FT ON EL PASO X 134 FT ON PAISANO SEC (0.4419 AC)	L L H & W L L C	423	EL PASO	ST	
116258	118 CAMPBELL S 25 FT OF 1 (3000 SQ FT)	THREE SONS PROPERTIES LLC	519	OREGON	ST	
116715	46 CAMPBELL FRC LOT 14 EXC RR R/W (HOMESITE) (1274.00 SQ FT)	URIAS JOSE T M & CARDENAS MARIA C	1006	OREGON	ST	HS

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PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
117113	10 MILLS W 206 FT OF N 1/2 OF BLK (26780 SQ FT)	GAURANGA ENTERPRISES LLC	300	MAIN	DR	
117539	131 CAMPBELL E 45 FT OF 11 TO 14 & W 10 FT OF ADJ ALLEY & 7 TO 9 & S PT OF 10 & PT OF ALLEY & CHIHUAHUAST CLSD & (12 TO 14 & S 2 FT OF 11 BLK 132) (30000.0	GOLDCROSS PROPERTIES	310	PAISANO	DR	
117682	87 CAMPBELL 1 TO 3 (9360 SQ FT)	HENDERSON BABY CLINIC	721	MESA	ST	EX-XV
118072	17 MILLS NWLY PT OF BLK (151.77' ON NWLY - 298.23' ON NELY-73.00' ON SELY - IRREG ON SWLY) (23600.00 SQ FT)	CITY OF EL PASO	125	PIONEER	PLZ	EX-XV
118625	88 CAMPBELL 19 & 20 & S 8 FT OF 18 (7200 SQ FT)	EP PASEO SOUTH HOLDINGS LLC	820	EL PASO	ST	
119983	46 CAMPBELL 9 & 10 (6240 SQ FT)	MEUCHADIM OF TEXAS LTD	1001	MESA	ST	
120486	12 MILLS 66.05 FT ON STANTON BEG 93.033 FT N OF SAN ANTONIO & 37.53 FT IN REAR (5327 SQ FT)	BASSETT PARTNERS EP LLC	107	STANTON	ST	
120613	46 MILLS 51 FT ON LEON X 120 FT ON SAN ANTONIO NEC (6120.00 SQ FT)	EL PASO MASS TRANSIT DEPT BOARD	400	SAN ANTONIO	AVE	EX-XV
121762	7 HART ALL OF BLK & ALL OF BLK 20 OF MILLS (67600 SQ FT)	CITY OF EL PASO	201	FRANKLIN		EX-XV
123073	1 FRANKLIN HEIGHTS 14 & S 50 FT OF E 16 FT OF 13 & N 70 FT OF E 9 FT OF 13 (4430 SQ FT)	SUMMERSAULT PROPERTIES LLC	1026	MYRTLE	AVE	
123235	38 MILLS 20 FT ON SAN ANTONIO X 135 FT BEG 106 FT W OF NEC (2700 SQ FT)	COURTRON LLC	410 1/2	SAN ANTONIO	AVE	
123268	45 MILLS 40 FT ON LEON X 120 FT BEG 268.5 FT S OF NWC (4800.00 SQ FT)	THE CLEAN GROUP LP	328	LEON	ST	
123806	170 CAMPBELL W 1/2 OF 9 TO 11 (4740 SQ FT)	THE CLEAN GROUP LP	200	ANTHONY	ST	
123987	2 FRANKLIN HEIGHTS 17 TO 19 & WLY 12.5 FT OF 20 (10501.00 SQ FT)	WESTSTAR BANK	1001	MYRTLE	AVE	
124590	38 MILLS 39 FT ON STANTON X 130 FT BEG 78 FT N OF SWC (5070.00 SQ FT)	L & T REAL ESTATE LLC	112	STANTON	ST	
124767	34 MILLS 207 FT ON OREGON X 120 FT ON PAISANO SEC	BEST CHICKEN OF EL PASO LLC	119	PAISANO	DR	
125762	34 MILLS 102.00 FT ON EL PASO X 120.00 FT BEG 158.00 N OF SWC (12240.00 SQ FT)	HOLLAND SAL INC	402	EL PASO	ST	
126366	5 MILLS PT OF BLK BEG 139' S OF NWC (213.9' ON N-37'ON E-IRREG ON S-64.85' ON W & 5' ADJ ON S ABOVE 30.7'	EP OHM HOLDINGS LLC	209	MESA	ST	
126704	1 FRANKLIN HEIGHTS S 32.5 FT OF 15 & 16 (1625 SQ FT)	GOMEZ ROBERTO	311	OCTAVIA	ST	
127073	119 CAMPBELL 3 & 4 & N 4.5 FT OF 2 & S 16 FT OF 5 (9715 SQ FT)	TERAN PROPERTIES LLC	615	EL PASO	ST	
127133	RAILROADS 11 MI BRANCH LN & 24.091 MI SIDE TR OPER PROP IN CTY & ISD & LOTS 1 OF (BLKS 130 TO 132 CAMPBELL) (0.0002 AC)	EL PASO & SANTA FE RAILROAD	805	SANTA FE	ST	
127623	80 MAGOFFIN 11 TO 16 (13500 SQ FT)	ECONOMY CASH & CARRY INC	1109	OVERLAND	AVE	
128176	15 MILLS 21.5 FT ON EL PASO X 134 FT BEG 115 FT S OF NEC (2881 SQ FT)	THE ANDERSON IMMIGRATION LAW GROUP LLC	213	EL PASO	ST	
128691	33 MILLS 22.75 FT ON EL PASO X 134 FT BEG 86.667 FT S OF NEC	RIVERA ALICIA	309	EL PASO	ST	
128916	2 FRANKLIN HEIGHTS 24 TO 26 (9000 SQ FT)	ABA PROPERTIES LLC	1015	MYRTLE	AVE	
130223	149 CAMPBELL 19 & 20 (6245.00 SQ FT)	SANTOSCOY NORMAN R	316	STANTON	ST	
131093	33 MILLS 20.68 ON EL PASO X 134.00 FT BEG 211.51 FT S OF NEC (2771.12 SQ FT)	MARCEP GROUP LLC	321	EL PASO	ST	
131133	42 MILLS N 100 FT OF BLK (100 FT X 260 FT (26000 SQ FT)	THE CITY OF EL PASO	400	MAIN	DR	EX-XV
133208	34 MILLS 29.5 FT ON EL PASO X 120 FT BEG 134.20 FT S OF NWC	BORJAS LORENZO & GUADALUPE	310	EL PASO	ST	
135259	59 CAMPBELL 18 TO 20 & S 3.00 FT OF 17 (9720.00 SQ FT)	EL PASO VILLA MARIA INC	920	OREGON	ST	EX-XV
136471	5 MILLS 30.5 FT OF TEXAS X 42.7 FT ON W IRREG ON N 50.4 FT ON E BEG 86 FT E OF SWC (1371 SQ FT)	SANTOSCOY NORMAN R	105	TEXAS	AVE	
137092	46 MILLS 120 FT ON OVERLAND X 173 FT ON LEON SEC (20760 SQ FT)	CITY OF EL PASO	215	LEON	ST	EX-XV
137244	134 CAMPBELL 2 & N 7.666 FT OF 1 & S 8 FT OF 3 (5000.00 SQ FT)	ADRON PROPERTIES LLC	417	OREGON	ST	
137895	33 MILLS 43.333 FT ON EL PASO X 134 FT ON OVERLAND NEC	VILLANUEVA MIGUEL & JULIO	301	EL PASO	ST	
138124	46 CAMPBELL LOT 8 (3120 SQ FT)	MEUCHADIM OF TEXAS LTD	1005	MESA	ST	
138608	34 MILLS 35 FT ON OREGON X 120 FT BEG 260 FT S OF NEC	XICALI RAUL	223	OREGON	ST	
138677	7 MILLS 45.5 FT ON LEON X 120 FT BEG 328.50 FT S OF NEC (5460.00 SQ FT)	FLORES LUZ MARIA	331 1/2	LEON	ST	HS
138696	46 CAMPBELL LOT 7 (3120 SQ FT)	MEUCHADIM OF TEXAS LTD	1005	MESA	ST	
139364	200 CAMPBELL 1 TO 10 (31200 SQ FT)	DIPP REALTY TRUST	720	OVERLAND	AVE	
139708	223 CAMPBELL 11 TO 14 (12480 SQ FT)	GODINEZ ANTONIO	912	TEXAS	AVE	
139962	38 MILLS 40 FT ON SAN ANTONIO X 120 FT ON KANSAS NEC (4800 SQ FT)	VALLE DE BRAVO INVESTMENTS INC	420	SAN ANTONIO	AVE	
141079	32 MILLS 30 FT ON OVERLAND X 110 FT ON CHIHUAHUA NWC	CITY OF EL PASO	224	OVERLAND	AVE	EX-XV
141188	22 MILLS ALL OF BLK & CLSD ALLEY BTW (67600 SQ FT)	BANK OF TEXAS	500	MESA	ST	
142923	198 CAMPBELL 8 TO 10 & N 7.00 FT OF 7 (10200.00 SQ FT)	COUNTY OF EL PASO	530	OVERLAND	AVE	EX-XV
144563	51 MILLS 141.333 FT ON WESTERN X 85 FT ON ANTHONY SWC	AOL INVESTMENTS LLC	511	WESTERN	ST	
145212	34 MILLS 130 FT ON OREGON X 120 FT BEG 130 FT S OF NEC	CINCO SISTERS PROPERTIES LP	215	OREGON	ST	
146051	58 CAMPBELL 14 TO 16 (9360 SQ FT)	SILVA DIVERSIFIED INC	904	MESA	ST	
146395	23 MILLS 80 FT ON FRANKLIN X 95 FT BEG 40 FT W OF SEC	T & R CHEMICALS INC	315	FRANKLIN	AVE	
146853	46 CAMPBELL 1 TO 5 (14844 SQ FT)	BORJAS LORENZO & GUADALUPE	1021	MESA	ST	
148711	80 MAGOFFIN W 22.52 FT OF 7 & E 5 FT OF 8	PARRA MAURICIO Z & ROSA M	1119	OVERLAND	AVE	HS, OTHER
149189	3 FRANKLIN HEIGHTS 27 TO 32 (18000 SQ FT)	1031 FIRESTONE LLC	1025	TEXAS	AVE	
149528	74 CAMPBELL 13 & N 10 FT OF 14 (4320 SQ FT)	OLIVAR PHILLIP	804	OREGON	ST	
149659	118 CAMPBELL N 18 FT OF 16 (2160.00 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	612	EL PASO	ST	
150821	101 CAMPBELL 2 & N 1.00 FT OF 1 & S 25.5 FT OF 3 (6300.00 SQ FT)	GSJ FAM LP	619	OREGON	ST	
151581	35 MILLS 94.75' ON OVERLAND X 112' ON OREGON (10612.00 SQ FT)	YEK #4 LP	200	OVERLAND	AVE	
152317	37 MILLS 47 FT ON STANTON X 120 FT BEG 39.667 FT N OF SWC (5640 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	214	STANTON	ST	
153663	133 CAMPBELL N 24 FT OF 9 & S 2 FT OF 10 (3484.00 SQ FT)	EAST SMART CHOICE LLC	501	EL PASO	ST	
154362	100 CAMPBELL N 7.5 FT OF 8 & 7.25 FT OF 9 (1799.50 SQ FT)	KIM WON T	705	EL PASO	ST	
157541	36 MILLS 35 FT ON STANTON X 120 FT BEG 260 FT S OF NEC (4200 SQ FT)	ADRON PROPERTIES LLC	223 1/2	STANTON	ST	
158462	10 MILLS 110 FT ON MILLS X 130 FT ON KANSAS SEC (14300 SQ FT)	COURTON LLC	313	MILLS	AVE	
158754	216 CAMPBELL E 60 FT OF 1 TO 5	UTOPIA LLC	717	MAGOFFIN	AVE	
159791	46 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 30 FT E OF SWC (2600 SQ FT)	PACHECO MARIA I V	417	OVERLAND	AVE	
160764	117 CAMPBELL E 65.50 FT OF 19 & 20 (3432.00 SQ FT)	BORJAS LORENZO & GUADALUPE	209	FOURTH	AVE	
160922	38 MILLS 40 FT ON SAN ANTONIO X 140 FT BEG 66 FT W OF NEC (5600 SQ FT)	PRONTO MORTGAGE LLC	412	SAN ANTONIO	AVE	
161950	14 MILLS 48 FT ON EL PASO X 120 FT ON OVERLAND SWC (5760 SQ FT)	SCHONBERG JOANI	220	EL PASO	ST	
162174	Q SATTERTHWAITE ALL OF BLOCK (799.436 SQ FT)	CITY OF EL PASO		HENDERSONS TRIA		EX-XV
162938	45 MILLS 60 FT ON OVERLAND X 120 FT BEG 60 FT W OF NEC (7200 SQ FT)	CITY OF EL PASO	306	OVERLAND	AVE	EX-XV
162972	25 MILLS 35.5 FT ON CHIHUAHUA X 120 FT BEG 112 FT N OF SWC (4260 SQ FT)	OLIVAR PHILLIP & ELVA	202	CHIHUAHUA	ST	
163247	101 CAMPBELL 4 & 5 & N 0.50 FT OF 3 (6300.00 SQ FT)	ALBA RAYMUNDO JR	613	OREGON	ST	
163334	31 MILLS 159 FT ON CHIHUAHUA X 120 FT ON OVERLAND	LYNX INDUSTRIES LTD	301	OVERLAND	AVE	
163927	12 MILLS 8.87 FT ON SAN ANTONIO 100 FT ON W 54.44 FT ON N 93.03 FT ON STANTON (3222.11 SQ FT)	KOCHINDIO LLC	321	SAN ANTONIO	AVE	
164041	46 MILLS 15 FT ON OVERLAND X 86.67 FT ON DURANGO (1300.05 SQ FT)	CITY OF EL PASO	419	OVERLAND	AVE	EX-XV
164259	17 MILLS PT OF BLK BEG 68.14 FT NE OF SWC (76.31' ON ST - 91.00' ON SWLY -50.48' ON NWLY - IRREG ON NELY) (6202.31 SQ FT)	CITY OF EL PASO	127	PIONEER	PLZ	EX-XV
165057	74 CAMPBELL 19 & 20 & S 13.5 FT OF 18 (7860 SQ FT)	COHEVA GROUP LLC	820	OREGON	ST	
165097	144 CAMPBELL ELY PT OF 8 TO 10 (61.00 FT ON N 64.52 FT ON E - IRREG ON S - 78.00 FT ON W) (4564.02 SQ FT)	SISU ENVIRON DEVELOPMENT LLC-SERIES B	915	PAISANO	DR	
165846	36 MILLS 35.17 FT ON MESA X 120 FT BEG 218.17 FT N OF SWC (4224 SQ FT)	VALUTA CORPORATION	300	MESA	ST	
165966	1 SATTERTHWAITE 42 TO 46 & S 19.5 FT OF 41 (18240 SQ FT)	HOTEL DON QUIXOTE LTD	600	EL PASO	ST	
166281	40 MILLS UND 66.67% INT ON IMPS ONLY ON 240 FT ON TEXAS X 120 FT BEG 20 FT E OF NWC	122KPF LP	420	TEXAS	AVE	
167093	O CAMPBELL E 80 FT OF BLOCK (9600 SQ FT)	PEREA FAMILY REVOCABLE TRUST	902	OLIVE	AVE	
167448	149 CAMPBELL 15 & 16 (6240 SQ FT)	NADLER FAMILY LIMITED PARTNERSHIP	312	STANTON	ST	
168003	36 MILLS 39 FT ON OVERLAND X 86.667 FT BEG 81 FT W OF NEC (3380 SQ FT)	COMANCHE EP LLC	312	OVERLAND	AVE	
169529	32 MILLS W 30 FT OF E 60 FT OF N 100 FT OF W 1/2 OF BLK (3000.00 SQ FT)	CITY OF EL PASO	216	OVERLAND	AVE	EX-XV
170042	88 CAMPBELL 9 & 10 & N 8 FT OF 8 (7200 SQ FT)	SALOM GEORGE E FAMILY LMTD PTNSHP	701	OREGON	ST	
170360	26 & 27 MILLS ALL OF BLKS	CITY OF EL PASO	1	CIVIC CENTER PLAZA		EX-XV
170477	205 CAMPBELL 1 & 2 & S 1/2 OF 3 (7800 SQ FT)	SAYKLAY PROPERTIES LLC	911	OVERLAND	AVE	
170533	46 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 60 FT E OF SWC (2600.09 SQ FT)	CITY OF EL PASO	415	OVERLAND	AVE	EX-XV

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
171649	12 MILLS 86.667 FT ON STANTON X 120 FT (10400.00 SQ FT)	JMKS INTERNATIONAL BUILDING LLC	119	STANTON	ST	
171672	36 MILLS 60 FT ON OVERLAND X 86.667 FT BEG 60 FT E OF NWC (5200 SQ FT)	ROSEN RICHARD J ENTERPRISES	306	OVERLAND	AVE	
171938	36 MILLS 90.5 FT ON MESA X 120 FT ON PAISANO SWC (10860 SQ FT)	ORELLANA BRUNO SR & RAMON Y	301	PAISANO	DR	
172333	120 CAMPBELL PTS OF (BLK 99 & 121) & ADJ ALLYS & CLSD STS (301.89 FT ON N-IRREG ON E-878.59 FT ON W)	EL PASO ELECTRIC CO	601	SANTA FE	ST	
173810	23 MILLS 32.5 FT ON MISSOURI X 60 FT IN NEC (1950 SQ FT)	MATER BAR CORP	310	MISSOURI	AVE	
174073	12 MILLS WLY PT OF BLK & PT OF CLSD ALLEY BTW (120' ON NLY - IRREG ON ELY -190.48' ON SLY - 183.05' ON WLY) (30527.09 SQ FT)	J&M PROPERTIES LP	301	SAN ANTONIO	AVE	
174805	80 MAGOFFIN 9 & 10 & W 20 FT OF 8 (6303.60 SQ FT)	FLORES ALBERT	1111	OVERLAND	AVE	
175065	18 MILLS 47 FT ON EL PASO X 120 FT ON FRANKLIN NEC	PEARSON OFFICE COMPLEX LLC	419	EL PASO	ST	
175700	45 MILLS 66 FT ON LEON X 120 FT BEG 308.5 FT S OF NWC (7920 SQ FT)	YELLOW BALLOON LP	332	LEON	ST	
176768	34 MILLS 99.52 FT ON EL PASO X 117.42 FT ON OVERLAND & 24.53 FT X 15.24 FT IN REAR NWC (12067 SQ FT)	300SEP LLC TEXAS LIMITED LIABILITY CO	300	EL PASO	ST	
176848	4 MILLS 61.333 FT ON N STANTON X 120 FT BEG 86.667 FT N OF SEC	HASIERAN LLC	209	STANTON	ST	HT
176878	100 CAMPBELL N 15.25 FT OF 10 (2043 SQ FT)	CHANG RAE S	701	EL PASO	ST	
179229	5 SATTERTHWAITE 1 TO 9 & S 17.5 FT OF 10 30225.00 SQ FT	BANK OF AMERICA NA	615	EL PASO	ST	
179473	205 CAMPBELL W 60 FT OF 6 TO 10 (7800 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	916	SAN ANTONIO	AVE	
179871	247 CAMPBELL 1 TO 5 (15600.00 SQ FT)	WESTSTAR BANK	601	STANTON	ST	
180625	86 CAMPBELL 11 & 12 (6240 SQ FT)	ROSENBAUM FAMILY TRUST	700	MESA	ST	
181807	79 MAGOFFIN S 28 FT OF 1 TO 3 (2100 SQ FT)	ESPARZA JORGE & ROSA M	115	HILLS	ST	
185141	204 CAMPBELL 16 TO 20 (13936 SQ FT)	ECONOMY CASH & CARRY INC	1001	OVERLAND	AVE	
185603	170 CAMPBELL LOT 13 (3240.0 SQ FT)	THE CLEAN GROUP LP	513	SAN ANTONIO	AVE	
185842	204 CAMPBELL 11 TO 15 (15600 SQ FT)	SAYKLAY PROPERTIES LLC	1000	SAN ANTONIO	AVE	
186806	227 CAMPBELL S PT OF N 58 FT OF 16 TO 20 (6272 SQ FT)	PAXTON JACK T & JUNE	214	VIRGINIA	ST	
186896	37 MILLS 60 FT ON STANTON X 120 FT BEG 113.333 FT S OF NWC (7200 SQ FT)	ABOUD ABDOU M	210	STANTON	ST	
187299	227 CAMPBELL S 110 FT OF 14 & 15 & S 62 FT OF 16 TO 20 (13780 SQ FT)	SAN FRANCISCO DISTRICT LLC	210	VIRGINIA	ST	
188935	4 MILLS 60 FT ON MILLS X 100 FT BEG 60 FT W OF NEC (6000 SQ FT)	MARTIN BUILDING LLC	212 1/2	MILLS	AVE	
188999	14 MILLS 48 FT ON SAN ANTONIO X 121 FT BEG 72 FT W OF NEC (5808.00 SQ FT)	EMMAUS VENTURES LLC	110	SAN ANTONIO	AVE	
189222	117 CAMPBELL LOT 5 (3120 SQ FT)	MENDEZ ROMAN D	515	MESA	ST	
190830	171 CAMPBELL LOT 8 (3120.0 SQ FT)	CITY OF EL PASO		ANTHONY	ST	EX-XV
191256	46 CAMPBELL E 35 FT OF 11 TO 13 (2730 SQ FT)	FRENCH HILDA L L	208	EIGHTH	AVE	HS, OTHER
191277	133 CAMPBELL 7 & 8 & N 6 FT OF 6 & S 2 FT OF 9 (8040.00 SQ FT)	COLON SUR EP LLC	509	EL PASO	ST	
192605	9 MILLS N 148.15 FT OF BLOCK (38518 SQ FT)	CH PROPERTY PARTNERS LLC	416	STANTON	ST	
193386	100 CAMPBELL N 7 FT OF 7 & S 6 FT OF 8 (1742 SQ FT)	HMST FAMILY LP	707	EL PASO	ST	
194529	79 MAGOFFIN 31.5 FT OF 1 TO 3 BEG 28 FT N OF SEC (2363 SQ FT)	RUIZ VIOLETA G & CRISTIAN A G	113	HILLS	ST	
194581	100 CAMPBELL 1 & 2 & S 3.25 FT OF 3 (7403 SQ FT)	GSJ FAM LP	717	EL PASO	ST	
194954	145 CAMPBELL 11 TO 16 (18720 SQ FT)	EL PASO MANAGEMENT GROUP LTD	300	OCHOA	ST	
195454	32 MILLS 245.30 FT ON CHIHUAHUA X 120 FT ON SWC (29436 SQ FT)	CITY OF EL PASO	215	PAISANO	DR	EX-XV
196775						
197474	222 CAMPBELL 1 TO 4 (12480 SQ FT)	MARIVANI L L C	801	MYRTLE	AVE	
197868	160 CAMPBELL S 1/2 OF BLK & CLSD ALLEY (26520 SQ FT)	WILTEL COMMUNICATIONS LLC	501	OVERLAND	AVE	
197973	69 MAGOFFIN PT OF FIRST ST CLSD & NW PT OF BLK 69 (EXC SELY PT) (72.69 FT ON W- 135.50 FT ON N- 26.43 FT ON E- IRREG ON S) (7922 SQ FT)	MARTINEZ RAUL G	1001	PAISANO	DR	
198062	212 CAMPBELL 6 & W 19 FT OF 7 (5400 SQ FT)	TRONCOSO RODOLFO A	815	OLIVE	AVE	
198243	247 CAMPBELL 6 TO 10 (15600.00 SQ FT)	MSDW BUILDING EL PASO LP	641	STANTON	ST	
198396	58 CAMPBELL 11 TO 13 (9360 SQ FT)	SILVA DIVERSIFIED INC	304	SEVENTH	AVE	
198407	118 CAMPBELL 2 & N 1 FT OF 1 & S 3 FT OF 3 (3600 SQ FT)	HOUNG SU HUA	517	OREGON	ST	
198663	45 MILLS 30.333 FT ON CHIHUAHUA X 120 FT BEG 333.667 FT S OF NEC	RODRIGUEZ ROMELIA M & MUNIZ SOLEDAD	327	CHIHUAHUA	ST	HS, OTHER
198707	103 CAMPBELL N 18 FT OF 15 & W 60 FT OF S 8 FT OF 15 & W 60 FT OF N 6.5 FT OF 16 (3030.00 SQ FT)	DELGADO C M	612	MESA	ST	
200047	202 CAMPBELL N 120 FT OF BLK INC ALY (31200 SQ FT)	DIPP REALTY TRUST	900	OVERLAND	AVE	
200173	206 CAMPBELL LOT E 57.58' OF N 6.63' OF 8 & E 57.58' OF 9 & 10	ORO INVESTMENTS LLC	830	SAN ANTONIO	AVE	
200315	25 MILLS E 1/2 OF BLK & CLSD ALY (120 FT ON SAN ANTONIO - 224 FT ON SANTA FE - 120 FT ON OVERLAND - 224FT ON W)	FIRST GROUP SERVICES INC	200	SAN ANTONIO	AVE	
201294	35 MILLS 26 FT ON OREGON X 120 FT BEG 112 FT S OF NWC (3120 SQ FT)	PEREZ FRANCISCO	208	OREGON	ST	
201575	39 MILLS NEC OF BLK 150 FT ON TEXAS X 115 FT ON KANSAS EXC 193.91 SQ FT IN SWC (17250 SQ FT)	ORO INVESTMENTS LLC	320	TEXAS	AVE	
201983	31 MILLS SW PT OF BLK (IRREG ON N - 81.67' ON E - 79' ON S - 83.6' ON W) (6541.73 SQ FT)	LYNX PROPERTIES LTD	315	OVERLAND	AVE	
203018	33 MILLS 43.333 FT ON EL PASO X 134 FT BEG 275.16 FT S OF NEC	GNIAZDOWITZ GIL M	405	EL PASO	ST	
203355	25 MILLS 16.5 FT ON OVERLAND X 112 FT BEG 55 FT E OF SWC (1848 SQ FT)	LUCMOR LLC	217	OVERLAND	AVE	
204814	216 CAMPBELL E 52 FT OF 6 TO 10 (6760 SQ FT)	MORALES & DEKOATZ LLC	718	MYRTLE	AVE	
205403	6 MILLS 112 FT ON OREGON X 120 FT ON E (13440 SQ FT)	MONTWOOD PROPERTIES INC	105	OREGON	ST	
206087	206 CAMPBELL E 52' OF (11 TO 15) & W 36.666 FT OF (6 TO 10) (10640.0 SQ FT)	ORO INVESTMENTS LLC	810	SAN ANTONIO	AVE	
206200	148 CAMPBELL 2 TO 19 & N PT OF 1 & 20 & CLSD ALLEY (63865.0735 SQ FT)	OUR LADY'S YOUTH CENTER	307	CAMPBELL	ST	CH
206917	203 CAMPBELL PT OF BLK 203 & PT OF T & P RR CO (39323.00 SQ FT)	ECONOMY CASH & CARRY INC	1000	OVERLAND	AVE	
207080	37 MILLS 36 FT ON OVERLAND X 113.333 FT ON KANSAS NEC (4080.00 SQ FT)	BELCLAIRE REALTY LTD	420	OVERLAND	AVE	
207255	2 FRANKLIN HEIGHTS 27 & 28 (6000 SQ FT)	RUBIO DANIEL A & HOLTZ LETICIA M	1021	MYRTLE	AVE	
207395	36 MILLS 40 FT ON OVERLAND X 86.667 FT BEG 41 FT W OF NEC	LUHANSK EP LLC	318	OVERLAND	AVE	
208030	212 CAMPBELL 16 TO 20 (15600.00 SQ FT)	EL PASO PARK A LOT LP		MAGOFFIN	AVE	
208283	44 MILLS PT OF UNOPENED KANSAS STREET (54.96 FT ON ST- IRREG ON WLY- 4.30 FT ON NLY-118.30 FT ON ELY)	UNITED STATES OF AMERICA (TR)				EX-XV
208521	117 CAMPBELL 3 & 4 (6240 SQ FT)	JB4 PROP LP	517	MESA	ST	
208988	101 CAMPBELL S 17.4375 FT OF 17 & N 17.71 FT OF 18 (4252.00 SQ FT)	SALOM GEORGE E FAMILY LD PRTSHP	712	EL PASO	ST	
209685	1 SATTERTHWAITE 37 TO 40 & N 5.5 FT OF 41 (12660 SQ FT)	UNKNOWN OWNER	626	EL PASO	ST	
210228	215 CAMPBELL 16 & W 8.75 FT OF 15 (4170 SQ FT)	MARTINEZ GUSTAVO R	808	MYRTLE	AVE	
210934	209 CAMPBELL ALL OF BLK (67600 SQ FT)	COUNTY OF EL PASO	500	SAN ANTONIO	AVE	EX-XV
211032	118 CAMPBELL S 8 FT OF 18 & N 9.5 FT OF 19 (2100 SQ FT)	DOW SARA & MARIAN		EL PASO	ST	
211678	46 CAMPBELL 35 FT OF 11 TO 13 BEG 50 FT E OF NWC (2730 SQ FT)	LANDEROS FELIX	204	EIGHTH	AVE	
212024	7 MILLS 48 FT ON ALLEY X 60 FT BEG 120 FT S OF OVERLAND & 5 FT X 6 FT ON W (2910.00 SQ FT)	SOTOAK REALTY LLC	412	DURANGO	ST	
212210	74 CAMPBELL 11 & 12 (6240 SQ FT)	ANISTRUM INVESTMENTS LTD	800	OREGON	ST	
212303	11 MILLS ALL OF BLK (EXC SWC) (52553.92 SQ FT)	MILLS PLAZA PROPERTIES VII LP	221	KANSAS	ST	
212599	201 CAMPBELL SLY 140 FT OF (BLKS 201 & 202 & ALLEY & CLOSED ST BTW) (82611.53 SQ FT)	BLK INVESTMENTS 2 FAMILY LP	811	1ST	AVE	
213078	15 MILLS N 99 FT OF W 60 FT & E 60 FT OF W 120 FT OF BLK 15	CITY OF EL PASO	120	SAN ANTONIO	AVE	EX-XV
213163	222 CAMPBELL N 41 FT OF 10 & N 41 FT OF E 1/2 OF 9 (1599 SQ FT)	TPGTX LLC	149	ST VRAIN	ST	
214035	35 MILLS 76 FT ON OVERLAND X 108.5 FT ON MESA EXC 16 FT X 21.8333 FT IN REAR NEC OF BLK (7896 SQ FT)	GATOZ GROUP LLC	216	OVERLAND	AVE	
215621	118 CAMPBELL N 23 FT OF 3 & S 17 FT OF 4 (4800 SQ FT)	OREGON STREET INC	511 1/2	OREGON	ST	
216707	170 CAMPBELL E 1/2 OF 9 TO 11 (4740.00 SQ FT)	THE CLEAN GROUP LP	510	WESTERN	ST	
216827	223 CAMPBELL 18 TO 20 (9360 SQ FT)	AVENIDA TEXAS LLC	904	TEXAS	AVE	
218001	46 CAMPBELL FRC 15 & 16 EXC RR R/W (3380 SQ FT)	GONZALEZ GLORIA & 17	1008	OREGON	ST	
218022	17 MILLS NELY PT OF BLK & A PT. OF ST (126.0 FT ON NELY - 121.77 FT ON SELY - IRREG ON SWLY- 87.76 FT ON NWLY) (13388.41 SQ FT)	MILLS PLAZA PROPERTIES LP	333	OREGON	ST	
218029	45 MILLS 42 FT ON CHIHUAHUA X 120 FT BEG 120 FT S OF NEC (5040 SQ FT)	CITY OF EL PASO	311	CHIHUAHUA	ST	EX-XV
218447	86 CAMPBELL LOT 13 (3120 SQ FT)	ROSENBAUM FAMILY TRUST	704	MESA	ST	
218709	46 MILLS E 15 FT OF W 30 FT OF S 86.67 FT OF BLK (1300.05 SQ FT)	CITY OF EL PASO	421	OVERLAND	AVE	EX-XV
219869	59 CAMPBELL 1 TO 5 (15600 SQ FT)	COHEVA GROUP LLC	911	MESA	ST	

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PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
220205	51 MILLS PT OF BLK 51 BEG 82.25' NE OF NWLY COR (58.21' ON ST-135.09' ON ELY-62.02' ON SLY-141.28' ON WLY) (8289.13 SQ FT)	CREATIVE KIDS INC	504	SAN FRANCISCO	AVE	EX-XV
221609	5 1/2 MILLS SELY PT OF BLK (58.67' ON MESA- 93.50' ON SAN ANTONIO-63.92' ON WLY-IRREG ON NLY) (5752.14 SQ FT)	101 N MESA LTD PARTNERSHIP	101	MESA	ST	
223019	119 CAMPBELL 1 & S 21.5 FT OF 2 (6365 SQ FT)	SALAS RICHARD & RUBEN & 2	623	EL PASO	ST	
223203	133 CAMPBELL 12 & 13 & S 2 FT OF 11 & N 17 FT OF 14 (8520.00 SQ FT)	SALOM IRMA	400	SANTA FE	ST	
224207	223 CAMPBELL 8 TO 10 (9360 SQ FT)	MORENO LUZ M	915	MYRTLE	AVE	
225083	247 CAMPBELL 15 TO 20 & S 9 FT OF 14 (19800 SQ FT)	WESTSTAR BANK	600	MESA	ST	
225247	136 CAMPBELL 19 & 20 (6240.00 SQ FT)	ALAMEDA GROUP LLC	422	MESA	ST	
225291	3 MILLS 60 FT ON N STANTON X 120 FT ON MAIN NEC (7200 SQ FT)	BULNIT INC	321	STANTON	ST	
225496	40 MILLS 141.5 FT ON MYRTLE X 120 FT BEG 98.5 FT W OF SEC (16980.00 SQ FT)	FRANKLIN DAVID G CORP OF 1883	401	MYRTLE	AVE	
225764	45 MILLS 131.27 FT ON CHIHUAHUA BEG 364 FT OF NEC (120 FT ON N 117.36 FT ON W 120.8 FT ON S)	CITY OF EL PASO	301	PAISANO	DR	EX-XV
225771	118 CAMPBELL S 2.45 FT OF 12 & N 11.55 FT OF 13 (1680 SQ FT)	JAMES A DICK CO	604	EL PASO	ST	
225819	86 CAMPBELL 17 & 18 6240.00 SQ FT	SOUTHSIDE LOW INCOME CORP	714	MESA	ST	EX-XV
226754	2 FRANKLIN HEIGHTS 29 & 30 (HOMESITE)(2000.00 SQ FT)	FUENTES MARIA	1023	MYRTLE	AVE	HS, OTHER
227478	88 CAMPBELL N 17 FT OF 7 & S 18 FT OF 8 (4200.00 SQ FT)	SOUTHSIDE LOW INCOME DEVELO	705	OREGON	ST	EX-XV
229628	222 CAMPBELL 17 & W 22.5 FT OF 16 (5820 SQ FT)	NADLER FAMILY LP	806	TEXAS	AVE	
230045	43 MILLS N 1/2 OF BLK EXC RRR/W) 89.65' ON NW 260 'ON N 89.43' ON E 119.44' ON S 7.18' ON W 20.66' ON S 7.18' ON E 119.90' ON S	CH PROPERTY PARTNERS LLC	400	FRANKLIN	AVE	
230858	75 CAMPBELL 11 TO 20 (31200 SQ FT)	JRV PROPERTIES	800	MESA	ST	
231408	23 MILLS 39.25 FT ON STANTON X 120 FT BEG 90.7 FT S OF NWC (4710 SQ FT)	NEBHAN JOSEPH M	510	STANTON	ST	
231569	14 MILLS 120.00 FT ON SAN ANTONIO X 98.33 FT ON EL PASO (11800.40 SQ FT)	MILLS PLAZA PARKING II LP	104	SAN ANTONIO	AVE	AB
231812	7 MILLS PT OF BLK BEG 101.06 FT S OF NWC (60 FT ON ST- IRREG ON N- 64 FT ON E- 60 FT ON S) (3781 SQ FT)	GUILLEN GILBERTO	406	DURANGO	ST	
232074	223 CAMPBELL 15 & E 1/2 OF 16 (4680 SQ FT)	GODINEZ ANTONIO	910	TEXAS	AVE	
233034	215 CAMPBELL 5 & E 24 FT OF 4 (6000 SQ FT)	UTOPIA LLC	809	MAGOFFIN	AVE	
234038	35 MILLS 86.667 FT ON MESA X 120 FT BEG 173.667 FT S OF NEC	GALLARDO JOSE A	215	MESA	ST	
234456	7 MILLS 25.333 FT ON DURANGO X 120 FT BEG 162 FT S OF NWC EXC 6 FT X 65 FT IN NEC (3040 SQ FT)	GUILLEN GILBERTO	414	DURANGO	ST	
234788	205 CAMPBELL 5 & N 6.25 FT OF 4 (3870 SQ FT)	ARMENDARIZ SERGIO	113	ST VRAIN	ST	
234995	25 MILLS 48.5 FT ON OVERLAND X 112 FT (BEG 71.5 FT E OF SWC) (5432 SQ FT)	FIRST GROUP SERVICES INC	215	OVERLAND	AVE	
235380	100 CAMPBELL 12 & S 1.00 FT OF 11 & N 8.00 FT OF 13 (4200.00 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	702	SANTA FE	ST	
235531	134 CAMPBELL S 18.33 FT OF 1 & N 64.67 FT OF CLSD ST ADJ ON S (9960.00 SQ FT)	RAMOS RICARDO	423	OREGON	ST	
236137	135 CAMPBELL 13 TO 20 & W 75.75 FT OF 12 & W 75.75 FT OF S 2 FT OF 11 (27081.00 SQ FT)	MILO TX3 LLC	400	OREGON	ST	
237109	O CAMPBELL 94.5 FT ON OLIVE BEG 90.5 FT W OF NEC 107.92 FT ON SE 103.77 ON SAN ANTONIO (10003 SQ FT)	BGMR INVESTMENTS INC A TX CORP	1013	SAN ANTONIO	AVE	
238160	160 CAMPBELL 80 FT ON SAN ANTONIO X 102 FT ON DURANGO NEC (8160 SQ FT)	HUN SEO	500	SAN ANTONIO	AVE	
238688	46 CAMPBELL PT OF 1 & PT OF 13 TO 20 (147.25 ON OREGON ST 255.96 FT ON N 136.16 FT ON S 55.41 FT ON E)	SIN FRONTERAS ORGANIZING PROJ (CS)		OREGON	ST	EX-XV
238966	46 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 90 FT E OF SWC (2600 SQ FT)	CITY OF EL PASO	409	OVERLAND	AVE	EX-XV
239250	33 MILLS 40 FT X 120 FT BEG 209.16 FT S OF NWC	RED BALLOON LP	318	SANTA FE	ST	
239340	24 MILLS 30 FT ON OVERLAND X 86.667 FT BEG 60 FT W OF SEC (2600 SQ FT)	LR MANAGEMENT LLC	315	OVERLAND	AVE	
240073	146 CAMPBELL 4 TO 10 (21840 SQ FT)	BLK INVESTMENTS 2 FAMILY LP	301	OCHOA	ST	
240383	134 CAMPBELL 19 & 20 & S 8.00 FT OF 18 (7200.00 SQ FT)	JABALIE VIRGINIA & MARY L	516	EL PASO	ST	
240499	216 CAMPBELL W 30 FT OF 16 TO 20 (3900 SQ FT)	PRESTIGIO PROPERTIES VIII LLC	701	MAGOFFIN	AVE	
241117	45 MILLS 60 FT ON OVERLAND X 99 FT ON CHIHUAHUA NEC (5940.00 SQ FT)	CITY OF EL PASO	305	CHIHUAHUA	ST	EX-XV
242111	34 MILLS 25 FT ON EL PASO X 120 FT BEG 133 FT N OF SWC	TEX-SANTA FE LLC	408	EL PASO	ST	
242604	11 MILLS SWC OF BLK (160.57 FT ON S- 129.89 FT ON W-144.07 FT ON N-IRREG ON E) (19890.38 SQ FT)	BASSETT PARTNERS EP LLC	301	TEXAS	AVE	
242730	7 MILLS 60 FT ON OVERLAND X 120 FT BEG 60 E OF NWC & 60 FT ON OVERLAND LAND X 73.5 FT ON DURANGO NWC	SOTOAK REALTY LLC	414	OVERLAND	AVE	
243528	87 CAMPBELL 9 & 10 & N 8 FT OF 8 (7200 SQ FT)	SOUTHSIDE LOW INCOME HOUSING	701	MESA	ST	EX-XV
244349	117 CAMPBELL W 34 FT OF 19 & 20 (1768 SQ FT)	BORJAS LORENZO & GUADALUPE	520	OREGON	ST	
245030	34 MILLS 25 FT ON EL PASO X 120 FT BEG 108 FT N OF SWC (3000 SQ FT)	TEX-STANTON LLC	410	EL PASO	ST	
245272	24 MILLS 40 FT ON SAN ANTONIO X 130 FT BEG 80 FT W OF NEC (5200 SQ FT)	CAPLES LAND COMPANY LLC	314	SAN ANTONIO	AVE	
245459	134 CAMPBELL 4 TO 9 & N 18 FT OF 3 & S 1 FT OF 10 (21000.00 SQ FT)	CHEW DIN REAL ESTATE COMPANY	120	PAISANO	DR	
245979	45 MILLS 56 FT ON CHIHUAHUA X 120 FT BEG 212 FT S OF NEC	CITY OF EL PASO	321	CHIHUAHUA	ST	EX-XV
248712	245 CAMPBELL 1 TO 5 EXC TRIA IN E PT OF 5 & 13 TO 20 EXC TRIA IN E PT OF 13 & ALY CLSD BTW 1 TO 5 & 16 TO	LANDSTAR DOWNTOWN EP LLC	409	MISSOURI	AVE	
249392	100 CAMPBELL 19 & 20 & S 8.00 FT OF 18 (7200.00 SQ FT)	SANTA ANA MARIA	730	SANTA FE	ST	
249404	2 FRANKLIN HEIGHTS 31 & 32 (6000 SQ FT)	FERNANDEZ ALEJANDRO	1025	MYRTLE	AVE	
249618	38 MILLS 26 FT ON SAN ANTONIO X 120 FT BEG 40 FT W OF NEC & 20 FT X 66 FT BEG 120 FT S OF NEC	FRED LOYA INSURANCE AGENCY INC	416	SAN ANTONIO	AVE	
249969	36 MILLS 52 FT ON STANTON X 120 FT BEG 156 FT N OF SEC (6240 SQ FT)	RIVER OAKS PROPERTIES LTD	305	STANTON	ST	
251329	231 CAMPBELL ALL OF BLK (EXC W 78 FT OF N 41 FT OF NWC & TRIA IN SEC) & ALLEY (65343.76 SQ FT)	PEOPLE OF THE STATE OF TEXAS	401	FRANKLIN	AVE	EX-XV
252024	36 MILLS 111.33 FT ON STANTON X 120.00 FT BEG 86.67 FT S OF NEC (13360.00 SQ FT)	CARRANZA JOSE L & CARRANZA GABRIELA	205	STANTON	ST	
252660	206 CAMPBELL E PT OF 6 TO 8 (65.37"" ON ST - 67.51' ON SLY - IRREG ON WLY - 54.69' ON NLY) (4235.38 SQ FT)	ORO INVESTMENTS LLC	109	VIRGINIA	ST	
253149	222 CAMPBELL 7 & E 1/2 OF 6 (4680 SQ FT)	RAGO JEFFREY & CHRISTINE R	813	MYRTLE	AVE	
253240	42 MILLS S 160 FT OF BLK & CLSD ALY (260 FT X 160 FT)	THE CITY OF EL PASO	401	MILLS	AVE	EX-XV
253250	32 MILLS 50 FT ON SANTA FE X 120 FT ON PAISANO SEC	CITY OF EL PASO		FIRE STATION		EX-XV
253864	118 CAMPBELL LOT 15 (3120.00 SQ FT)	CHO YONG IN & CHO HYON SUK	610	EL PASO	ST	
254156	41 MILLS E 240 FT OF S 1/2 OF BLK (28800 SQ FT)	CITY OF EL PASO	200	KANSAS	ST	EX-XV
254830	3 MILLS 120 FT ON MILLS X 200 FT ON N STANTON SEC (24000 SQ FT)	UNITED STATES POSTAL SERVICE	219	MILLS	AVE	EX-XV
255145	199 CAMPBELL 1 TO 20 (62400 SQ FT)	CITY OF EL PASO	222	CAMPBELL	ST	EX-XV
255546	103 CAMPBELL 13 & 14 (6240.00 SQ FT)	ALFATRIX INVESTMENTS LLC	610	MESA	ST	
255797	38 MILLS PT OF BLK BEG 79.00 FT E OF NWC (20.00 FT ON ST- 125.00 FT ON E- 21.69 FT ON S- 116.60 FT ON W) (2138.80 SQFT)	KEMP JOHN P JR	406	SAN ANTONIO	AVE	
256099	88 CAMPBELL S 17 FT OF 17 & N 18 FT OF 18 (4200 SQ FT)	KIM SUK M & SOOK H	816	EL PASO	ST	
256169	1 FRANKLIN HEIGHTS 20 & 21 (6000 SQ FT)	EL PASO ELECTRIC CO	1109	MAGOFFIN	AVE	
256386	38 MILLS 160 FT ON OVERLAND X 120 FT ON KANSAS & IRREG ON NW SEC (18028.00 SQ FT)	EL PASO PARK A LOT LP	419	OVERLAND	AVE	
258222	2 MILLS LOT 10 (10400.00 SQ FT)	MILLS PLAZA PROPERTIES VIII LP	414	OREGON	ST	
258233	133 CAMPBELL S 17 FT OF 17 & N 13 FT OF 18 (3600.00 SQ FT)	URBINA VICTOR	414	SANTA FE	ST	
258519	87 CAMPBELL 14 TO 20 & S 20.5 FT OF 13 (24,300.00 SQ FT)	MILO TX2 LLC	708	OREGON	ST	
258928	101 CAMPBELL N 25.00 FT OF 10 (3000.00 SQ FT)	SALOM OLGA M BROCKHAUS	114	FOURTH	AVE	
259286	23 MILLS 35 FT ON STANTON X 120 FT BEG 60 FT N OF SWC (4200 SQ FT)	PROPERTY HAIFA LLC	506	STANTON	ST	
259421	4 MILLS 60 FT ON MILLS X 112 FT ON N STANTON & ADJ 12 FT X 60 FT TO ALY NEC (7440 SQ FT)	MARTIN BUILDING LLC	215	STANTON	ST	
260130	215 CAMPBELL 17 EXC PT NWC (2 FT ON ST 35 FT ON E 2.25 FT ON S 35 FT ON W) (3050 SQ FT)	ROTH ALLEN & ANITA	806	MYRTLE	AVE	
261842	40 MILLS 98.5 FT ON MYRTLE X 120 FT ON CAMPBELL SEC (11820 SQ FT)	FRIEDMAN KARL & SCHERR JAMES F & 3	125	CAMPBELL	ST	
261877	119 CAMPBELL 15 & 16 & S 9 FT OF 14 & N 9 FT OF 17 (8400 SQ FT)	LANESTONE I LLC	608	SANTA FE	ST	
261913	O CAMPBELL 38.4 FT ON SAN ANTONIO BEG 80 FT OF SEC 107.92 FT ON NW 10.5 FT O OLIVE 116.92 FT ON E	GONZALEZ ESPERANZA	1015	SAN ANTONIO	AVE	
263289	TEXAS & PACIFIC RESERVATION IMPS ONLY	PITTSBURG PLATE GLASS CO	1106	OVERLAND	AVE	
264215	5 MILLS 68.73 FT ON OREGON 85.70 FT ON TEXAS IRREG ON E 91.17 FT ON N SWC (5219.70 SQ FT)	NATIONAL AMERICAN INVESTMEN	200	OREGON	ST	
265189	21 MILLS 11 TO 15 (15600 SQ FT)	HUNT OREGON LLC	510	OREGON	ST	
265568	130 CAMPBELL 4 TO 8 (EXC W TRIA OF 8) & W 1/2 OF LEON ST CLSD ADJ & TRIA IN RRRSV & W 75 FT OF 11 TO 14 & E 35 FT OF LEON ST ADJ (31803.16 SQ FT)	VASQUEZ HOLDING GROUP LLC	314	PAISANO	DR	
265761	118 CAMPBELL N 17 FT OF 7 & S 11 FT OF 8 (3360 SQ FT)	BERG INVESTMENT CO INC	507	OREGON	ST	
266337	149 CAMPBELL 11 & 12 (6240 SQ FT)	4MAT FAMILY LP	300	STANTON	ST	
266779	170 CAMPBELL LOT 12 (3120.00 SQ FT)	THE CLEAN GROUP LP	120	ANTHONY	ST	
266886	149 CAMPBELL 13 & N 0.5 FT OF 14 (3180 SQ FT)	NADLER FAMILY LIMITED PARTNERSHIP	304	STANTON	ST	

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
267011	74 CAMPBELL 15 TO 17 & S 16 FT OF 14 & N 12.5 FT OF 18 (12780 SQ FT)	COHEVA GROUP LLC	812	OREGON	ST	
268261	37 MILLS 120 FT ON OVERLAND X 113.333 FT ON STANTON NWC (13600 SQ FT)	ABDOU ABOUD REAL PROPERTY LP	200	STANTON	ST	
269492	3 FRANKLIN HEIGHTS 17 TO 20 (12000 SQ FT)	ENERGY WORKS LLC	1001	TEXAS	AVE	
269886	18 MILLS 39.667 FT ON EL PASO X 120 FT BEG 47 FT S OF NEC (4760 SQ FT)	PEARSON OFFICE COMPLEX LLC	417	EL PASO	ST	
270409	33 MILLS 42.95 FT ON SANTA FE X 120 FT BEG 211.22 FT N OF SWC	BEL CLAIRE REALTY LTD	360	SANTA FE	ST	
270945	206 CAMPBELL 53.5 FT OF 11 TO 15 BEG 24.5 FT E OF NWC (6420 SQ FT)	ORO INVESTMENTS LLC	802	SAN ANTONIO	AVE	
271224	59 CAMPBELL 15 & 16 & N 23 FT OF 17 & W 1/2 OF 11 TO 14 15240 SQ FT	COHEVA GROUP LLC	900	OREGON	ST	
272715	227 CAMPBELL 1 TO 5 (15600 SQ FT)	CITY OF EL PASO	801	TEXAS	AVE	EX-XV
272918	34 MILLS 26.333 FT ON EL PASO X 120 FT BEG 260 FT S OF NWC	MILLS PLAZA PROPERTIES DIVEST LP	320	EL PASO	ST	
273022	226 CAMPBELL 1 TO 3 (9360 SQ FT)	ESPERANTO PROPERTIES LLC	901	TEXAS	AVE	
274457	33 MILLS 42.5 FT ON EL PASO X 134 FT BEG 318.49 FT S OF NEC	MESA FOOD GTS LLC	409	EL PASO	ST	
274690	118 CAMPBELL N 14 FT OF S 16.45 FT OF 12 (1680 SQ FT)	BORJAS INVESTMENTS LLC	602	EL PASO	ST	
275003	18 MILLS 79.5 FT ON FRANKLIN X 78.667 FT BEG ON NWC (6254.03 SQ FT)	PEARSON RAY & ROBERT T	216	FRANKLIN	AVE	
275402	133 CAMPBELL PT OF 3 & 4 BEG 11.10 FT N OF SEC OF 3 (IRREG ON S-17.55 FT ON W -134.00 FT ON N- 15.05 FT ON E) (2228.00 SQ FT)	REALTY EMPIRE R8A LLC	519	EL PASO	ST	
276218	226 CAMPBELL 8 & E 4 FT OF 7 (3600 SQ FT)	AVENIDA TEXAS LLC	915	TEXAS	AVE	
277512	34 MILLS 83.02 FT ON OVERLAND X 115.2 FT ON OREGON NEC (9565 SQ FT)	IEK # 1 LP	118	OVERLAND	AVE	
277725	JUAN MA PONCE DE LEON SURV PT OF SURV & W PT OF BLK 130 CAMPBELL (403.13' ON ST-94.47' ON ELY-IRREG ON SLY-133.18' ON WLY) (DOWNTOWN MANAGEMENT DI	GOLDCROSS PROPERTIES	500	PAISANO	DR	
278007	36 MILLS 127.67 FT ON MESA X 120 FT BEG 90.5 FT N OF SWC (15320 SQ FT)	BELCLAIRE REALTY LTD	306	MESA	ST	
278276	133 CAMPBELL 15 & 16 & S 9 FT OF 14 & N 9 FT OF 17 (8400.00 SQ FT)	AL-HANNA SALAH & ELIAS WILLIAM A JR	410	SANTA FE	ST	
278826	5-1/2 MILLS 40 FT ON OREGON X 61.667 FT ON SAN ANTONIO X 66 FT ON TEXAS	LEGATE CO TEXAS LLC	201	SAN ANTONIO	AVE	
278930	7 MAGOFFIN HOMESTEAD LOT 1 (7000 SQ FT)	PIEDRA MARIA R & MARTHA E	1103	SAN ANTONIO	AVE	HS
279086	116 CAMPBELL LOT 18 (3120 SQ FT)	LAM JINNY K	518	MESA	ST	
279626	132 CAMPBELL 7 TO 9 & S 2 FT OF 10 (EXC NLY TRIA) (9487.50 SQ FT)	BELCAIRE REALTY LTD	401	SANTA FE	ST	
281043	7 MILLS 56 FT ON LEON X 120 FT BEG 212 FT S OF NEC (6720 SQ FT)	ANNUNCIATION HOUSE INC	325	LEON	ST	EX-XV
281767	13 MILLS 21.5 FT ON OREGON X 78 FT BEG 40.1667 FT N OF SWC (1677 SQ FT)	FAMAR PROPERTIES & INVESTMENT INC	116	OREGON	ST	
282986	80 MAGOFFIN 6 & E 2.48 FT OF 7 (2475.00 SQ FT)	BARRAZA CARLOS & SOLEDAD	1121	OVERLAND	AVE	HS, OTHER
283211	34 MILLS 24.53 FT ON EL PASO X 101.88 FT BEG 99.667 FT S OF NWC (2499 SQ FT)	300SEP LLC TEXAS LIMITED LIABILITY CO	308	EL PASO	ST	
284117	33 MILLS 29.44 FT ON SANTA FE X 120 FT BEG 181.78 FT N OF SWC	RED BALLOON LP	364	SANTA FE	ST	
284496	133 CAMPBELL S 13 FT OF 18 & N 17 FT OF 19	HERRERA MARTIN E & ALICIA S (LE)	416	SANTA FE	ST	
285367	3 FRANKLIN HEIGHTS N 104.94 FT OF 1 TO 16 & 11 TO 16 & E .5 FT OF 17 IN 226 CAMP & STBTW & STRIP 17.26' X 626.95' O	ANGE INVESTMENTS LLC	205	ANGE	ST	
286285	7 MILLS 30 FT ON DURANGO X 120 FT BEG 303.333 FT S OF NWC (3600 SQ FT)	GARCIA LUIS	424	DURANGO	ST	
286378	134 CAMPBELL S 4 FT OF 16 & N 11.60 FT OF 17 (1872.00 SQ FT)	SANCHEZ SONIA & SOTO SILVIA	510	EL PASO	ST	
286671	23 MILLS PT OF BLK BEG 169.25 FT NW OF SWC (90.75 FT ON STANTON- 87.5 FT ON NW- IRREG ON N- 120 FT ON E (8940.0 SQ FT)	T & R CHEMICALS INC	516	STANTON	ST	
286829	149 CAMPBELL S 25.5 FT OF 14 (3060 SQ FT)	RELDAN PARTNERS L P	308	STANTON	ST	
287938	103 CAMPBELL E 55.00 FT OF 11 (1430.00 SQ FT)	DELGADO CORINA M	306	FOURTH	AVE	
288869	36 MILLS 64.85 FT ON MESA X 120 FT BEG 81.667 FT S OF NWC EXC 5 FT X 60 FT IN NEC (7482 SQ FT)	ROSEN RICHARD J ENTERPRISES	206	MESA	ST	
290456	215 CAMPBELL 13 & E 9.25 FT OF 14 (4230 SQ FT)	MARTINEZ GUSTAVO R	814	MYRTLE	AVE	
292775	5 1/2 MILLS 46.56 FT ON SAN ANTONIO BEG 61.667 FT E OF SWC	SALOM OLGA M B	207	SAN ANTONIO	AVE	
295431	12 MILLS 30.24 FT ON STANTON X 120 FT BEG 86.667 FT S OF NEC & 15.667 FT IN REAR (2755 SQ FT)	BASSETT PARTNERS EP LLC	113	STANTON	ST	
295943	31 MILLS 41 FT ON OVERLAND X 86.667 FT BEG 79 FT E OF SWC	LYNX INDUSTRIES LTD	311	OVERLAND	AVE	
297846	51 MILLS 50 FT ON SAN FRANCISCO X 122.333 FT ON DURANGO NEC (6117 SQ FT)	MALAHAT HOLDINGS LLC	500	SAN FRANCISCO	AVE	
298531	13 MILLS N 50 FT OF S 111.667 FT & E 42 FT OF S 61.667 FT OF W 120 FT OF BLK	LORE CORP	114	OREGON	ST	
298606	4 MILLS 50 FT ON MILLS X 86.667 FT ON MESA NWC (W 50 FT OF 22) (4334 SQ FT)	MILLS PLAZA PROPERTIES IX LP	230	MESA	ST	
298850	147 CAMPBELL ALL OF BLK EXC PT IN ST (54450.00 SQ FT)	COUNTY OF EL PASO	320	CAMPBELL	ST	EX-XV
299597	4 MILLS 60 FT ON TEXAS X 86.667 FT BEG 60 FT E OF SWC (E 60 FT OF 24) (5200 SQ FT)	AVENIDA TEXAS LLC	209	TEXAS	AVE	
299658	103 CAMPBELL S 19.17 FT OF W 40 FT OF 18 & N 6.83 FT OF E 8 FT OF W 40 FT OF 18 (821.00 SQ FT)	ALVARADO STEVEN D	616	MESA	ST	
300454	88 CAMPBELL 16 & N 9 FT OF 17 (4200 SQ FT)	SANTA ANA SALVADOR & MARIA T	814	EL PASO	ST	
300676	6 MILLS LOT 28 (14508 SQ FT)	CITY OF EL PASO	106	MILLS	ST	EX-XV
301775	101 CAMPBELL 16 & S 0.4375 FT OF 15 & N 8.5625 FT OF 17 (4200.00 SQ FT)	SALOM MARIA E O	710	EL PASO	ST	
301837	45 MILLS 21 FT ON CHIHUAHUA X 60 FT BEG 99 FT S OF NEC (1260 SQ FT)	CITY OF EL PASO	309	CHIHUAHUA	ST	EX-XV
302007	132 CAMPBELL NLY TRIA OF 9 & 10 (15.00 FT ON SANTA FE - 21.21 FT ON S - 15.00 FT ON N) (112.50.00 SQ FT)	CITY OF EL PASO	401	SANTA FE	ST	EX-XV
302502	35 MILLS 49 FT ON OREGON X 120 FT BEG 138 FT S OF NWC (5880 SQ FT)	PEREZ FRANCISCO	212	OREGON	ST	
302546	35 MILLS 21.5 FT ON MESA X 120 FT BEG 108.5 FT S OF NEC (2580 SQ FT)	DELGADO EVERARDO Y & YOSHIDA MARTHA R	209	MESA	ST	
302843	214 CAMPBELL 11 TO 20 -7 TO 10 -PT OF ALLEY WAY ADJ TO BLK / 1 FRANKLIN HEIGHTS 1 TO 6 & W 15 FT OF 7 - 17 TO 19 - PT OF ALLEY WAY ADJ & PT OF CLOSED A	MPV DEVELOPMENT INC	900	MYRTLE	AVE	
303274	214 CAMPBELL 1 & 2 (6240 SQ FT)	RUVALCABA SYLVIA	901	MAGOFFIN	AVE	
303748	100 CAMPBELL 16 & 17 & N 18.00 FT OF 18 (8400.00 SQ FT)	BORJAS INVESTMENTS LLC	706	SANTA FE	ST	
304485	7 MILLS 60 FT ON OVERLAND X 120 FT BEG 60 FT W OF NEC (7200 SQ FT)	GEZELLIGHEID LLC	404	OVERLAND	AVE	
304607						
304773	7 MILLS 30.333 FT ON DURANGO X 120 FT BEG 273 FT S OF NWC (3640 SQ FT)	GUILLEN GILBERT	420	DURANGO	ST	
304939	3 FRANKLIN HEIGHTS 21 TO 22 (6000 SQ FT)	NADLER FAMILY LP	1013	TEXAS	AVE	
305191	133 CAMPBELL 1 & 21.5 FT OF 2 (6365.00 SQ FT)	BRECEDA & REYES CORP	195	THIRD	AVE	
306781	87 CAMPBELL 4 TO 7 & S 18 FT OF 8 (14640 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	709	MESA	ST	
309318	4 MILLS 30 FT ON TEXAS X 86.667 FT BEG 90 FT W OF SEC (2600 SQ FT)	SOUTHWEST DENTAL MANAGEMENT INC	211	TEXAS	AVE	
310986	36 MILLS 35 FT ON STANTON X 120 FT BEG 260 FT N OF SEC (4200 SQ FT)	RIVER OAKS PROPERTIES LTD	225	STANTON	ST	
311249	226 CAMPBELL 4 TO 6 & W 22 FT OF 7 (12000 SQ FT)	ESPERANTO PROPERTIES LLC	909	TEXAS	AVE	
311863	101 CAMPBELL S 25.00 FT 1 (3000.00 SQ FT)	PARRADAME FAMILY PARTNERSHIP LP	621	OREGON	ST	
312437	18 MILLS S 119.33 FT OF E 1/2 OF BLK & CLSD ALY & S 111.85 FT OF W 1/2 OF BLK & CLSD ALY	CITY OF EL PASO	201	MAIN	DR	EX-XV
312583	79 MAGOFFIN S 30.3 FT OF 31 & 32 (1515 SQ FT)	GONZALEZ-CALVO JAIRO	109	HILLS	ST	
313054	169 CAMPBELL 7 & 8 & 10 FT X 53 FT OF CLSD ALLEY ADJ (6890.00 SQ FT)	WICKER R B TIRE & RUBBER CO	201	ANTHONY	ST	
313270	86 CAMPBELL LOT 15 (3120 SQ FT)	SERRANO MARIA M & SAENZ NORA & 5	710	MESA	ST	
313829	116 CAMPBELL E 45 FT OF 19 & 20 (2340 SQ FT)	LAM JINNY K	307	FOURTH	AVE	
313895	17 MILLS SE PT OF BLK (87.50' ON N - 150.00' ON E - 94.81' ON S - 186.51' ON W) (14722.32 SQ FT)	MILLS PLAZA PROPERTIES LP	303	OREGON	ST	
315040	80 MAGOFFIN 20 & W 10 FT OF 21 (3151.80 SQ FT)	UNKNOWN OWNER	1106	SAN ANTONIO	AVE	
315262	86 CAMPBELL 19 & 20 (6240 SQ FT)	TEXAS 26 LLC	722	MESA	ST	
315735	100 CAMPBELL S 12.5 FT OF N 20 FT OF 8 (1675 SQ FT)	KIM WON T	707	EL PASO	ST	
317317	14 MILLS 72 FT ON EL PASO X 120 FT BEG 90 FT N OF SWC (8640 SQ FT)	SW T-BIRD LTD	210	EL PASO	ST	
318202	59 CAMPBELL E 1/2 OF 11 TO 14 (6240 SQ FT)	COHEVA GROUP LLC	208	SEVENTH	AVE	
318216	200 CAMPBELL 11 & 12 (6240 SQ FT)	CASTANEDA JOSE D & ARACELI	700	OVERLAND	AVE	
318351	10 MILLS E 54 FT OF N 1/2 OF BLK	SUMMIT INDIGO EP LLC	325	KANSAS	ST	
318700	146 CAMPBELL PT OF 2 & 3 (120 FT ON N - 25.01 FT ON E - 120.26 FT ON S - 32.67 FT ON W) (3460.61 SQ FT)	BLK INVESTMENTS 2 FAMILY LP	317	OCHOA	ST	
319385	216 CAMPBELL W 60 FT OF 1 TO 5 (7800 SQ FT)	GARZA MARIA E	711	MAGOFFIN	AVE	
320782	15 MILLS 64 FT ON EL PASO X 134 FT BEG 51 FT S OF NEC	ABUNDANT LIVING FAITH CENTER	207	EL PASO	ST	EX-XV
322626	5 MILLS 25 FT ON MILLS X 80 FT BEG 65 FT OF NWC (2000 SQ FT)	CITY OF EL PASO	112	MILLS	AVE	EX-XV
323012	35 MILLS 43.33 FT ON MESA X 120 FT BEG 130 FT S OF NEC (5200.00 SQ FT)	ARMENDARIZ SERGIO & LUCERO ALEXIS	211	MESA	ST	
323532	7 MILLS 54.15 FT ON DURANGO - 120.00 FT ON N - 99.54 FT ON E - 128.30 FT ON S (9484.23 SQ FT)	CENTRO DE SALUD FAMILIAR LA FE INC	428	DURANGO	ST	EX-XV
323575	79 MAGOFFIN N 30.5 FT OF 1 TO 3 (2288 SQ FT)	SHR INVESTMENTS LLC	111	HILLS	ST	

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PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
323846	2 MILLS N 65.07 FT OF E 74.62 FT & N 62.87 FT OF W 45.92 FT OF E 120 FT OF BLK (7728.00 SQ FT)	MILLS PLAZA PROPERTIES VIII LP	415	MESA	ST	
324344	211 CAMPBELL 7 TO 10 & N 2' OF 6 (12720 SQ FT)	THE ROSALIE HAMRAH 2015 LIVING TRUST	716	MAGOFFIN	AVE	
326297	198 CAMPBELL 11 TO 20 (26700 SQ FT)	COUNTY OF EL PASO	500	OVERLAND	AVE	EX-XV
326503	1 FRANKLIN HEIGHTS 8 & 9 & E 10 FT OF 7 (7200.00 SQ FT)	ABA PROPERTIES LLC	1014	MYRTLE	AVE	
327194	215 CAMPBELL W 16.75 FT OF 14 & E 17.25 FT OF 15 (4080 SQ FT)	MARTINEZ GUSTAVO R	810	MYRTLE	AVE	
327375	24 MILLS 45 FT ON OVERLAND X 108.333 FT BEG 75 FT E OF SWC (4875 SQ FT)	307 E OVERLAND LLC	307	OVERLAND	AVE	
327716	45 MILLS 91.46 FT ON LEON BEG 374.5 FT S OF NWC (120 FT ON N 105 FT ON E 120.8 FT ON S) (11810.31 SQ FT)	GREEN SOIL PROPERTIES LLC	311	PAISANO	DR	
328212	2 MILLS S 21.6 FT OF E 74.62 FT & S 23.8 FT OF W 45.92 FT N 86.67 FT OF E 120 FT OF BLK 85 2672.00 SQ FT	CLARENCE KENNETH C	413	MESA	ST	
329150	34 MILLS 44 FT ON OREGON X 120 FT BEG 295 FT S OF NEC	XICALI RAUL	225	OREGON	ST	
329270	206 CAMPBELL 16 TO 20 (15600.00 SQ FT)	COUNTY OF EL PASO	112	OCHOA	ST	EX-XV
329520	119 CAMPBELL LOT 10 (3484 SQ FT)	TWINS PIZZA INC	601	EL PASO	ST	
330167	7 MILLS 86.9 FT ON DURANGOX 120 FT BEG 186.33 FT S OF NWC (10428.0 SQ FT)	SOTOAK REALTY LLC	416	DURANGO	ST	
330205	206 CAMPBELL 1 TO 5 (15600.00 SQ FT)	COUNTY OF EL PASO	821	OVERLAND	AVE	EX-XV
330233	214 CAMPBELL 5 & 6 (6240 SQ FT)	RUVALCABA SYLVIA	911	MAGOFFIN	AVE	
330560	101 CAMPBELL 14 & S 18.00 FT OF 13 & N 25.5625 FT OF 15	ALBA RAYMUNDO JR	704	EL PASO	ST	
332527	13 MILLS NE PT OF BLK (120.00 FT ON SAN ANTONIO X 170.83 FT ON MESA-120.00 FT ON SLY-170.83 FT ON WLY) (20576.00 SQ FT)	MILLS PLAZA PROPERTIES IV LP	109	MESA	ST	
333616	58 CAMPBELL 17 & 18 & W 1/2 OF 19 & 20 (9360 SQ FT)	AUTO ZONE INC	912	MESA	ST	
334747	171 CAMPBELL LOT 3	SNORTUM MARTIN F	115	ANTHONY	ST	
336262	100 CAMPBELL N 21 FT OF 6 & S 19 FT OF 7 (5360 SQ FT)	KOO IL HOE	709	EL PASO	ST	
336437	211 CAMPBELL 11 TO 13 & NLY 23 FT OF 14 (12304.85 SQFT)	THE ROSALIE HAMRAH 2015 LIVING TRUST	100	OCHOA	ST	
336865	3 MILLS 16 TO 18 (31200.00 SQ FT)	GEORGE R DIPP 2021 SPOUSAL LIFETIME ACCESS TRUST	310	MESA	ST	
337549	171 CAMPBELL 1 & 2 (6240 SQ FT)	CITY OF EL PASO	117	ANTHONY	ST	EX-XV
337996	38 MILLS 79 FT ON SAN ANTONIO X 107 FT ON STANTON NWC (8543 SQ FT)	YUN HOWARD	104	STANTON	ST	
338316	169 CAMPBELL 4 TO 6 & N 1.333 FT OF 3 (9519.00 SQ FT)	WICKER R B TIRE & RUBBER CO	701	PAISANO	DR	
338511	222 CAMPBELL 11 TO 13 (9360 SQ FT)	BELTRAN MOISES	818	TEXAS	AVE	
338779	51 MILLS 82.25 FT ON SAN FRANCISCO X 149.89 FT ON ANTHONY (11609 SQ FT)	MALAHAT HOLDINGS LLC	522	SAN FRANCISCO	AVE	
338873	80 MAGOFFIN 17 TO 19	INVESTORS HOLDINGS INC	1104	SAN ANTONIO	AVE	
339235	13 MILLS 89.17 FT ON MESA X 120 FT ON OVERLAND SECTION (10700.40 SQ FT)	MILLS PLAZA PROPERTIES IV LP	113	MESA	ST	
341054	135 CAMPBELL 1 & S 24.00 FT OF 2 (6000.00 SQ FT)	VAZQUEZ LAURA E	419	MESA	ST	
342749	34 MILLS 34.98 FT ON OVERLAND X 115.21 FT BEG 117.42 FT E OF NWC (4023 SQ FT)	IEK # 1 LP	112	OVERLAND	AVE	
343005	102 CAMPBELL 1 TO 5	CATHOLIC DIOCESE OF EL PASO		MESA	ST	EX-XV
343752	74 CAMPBELL 6 TO 10 (15600 SQ FT)	ANISTRUM INVESTMENTS LTD	801	MESA	ST	
345393	117 CAMPBELL 11 TO 13 (9360 SQ FT)	EP 500 SOUTH OREGON LLC	500	OREGON	ST	
345959	103 CAMPBELL 17 & E 60 FT OF S 8 FT OF 15 & E 60 FT OF N 6.5 FT OF 16 & S 19.5 FT OF 16 & W 32 FT OF N 6.83 FT OF 18	HERNANDEZ ARNOLDO	614	MESA	ST	
346253	145 CAMPBELL 4 TO 10 & PT OF 3 (2.47 FT ON E - 44.45 FT & 75.99 FT ON S - 11.61 FT ON W - 120 FT ON N) (19680 SQ FT)	BLK INVESTMENTS 2 FAMILY LP	827	PAISANO	DR	
347563	3 FRANKLIN HEIGHTS 25 & 26 (6000 SQ FT)	NADLER FAMILY LIMITED PARTNERSHIP	1017	TEXAS	AVE	
348642	116 CAMPBELL LOT 17 (3120 SQ FT)	LAM JINNY K	516	MESA	ST	
348654	32 MILLS S 10 FT OF N 110 FT OF W 30 FT OF E 60 FT OF W 1/2 OF BLK (300 SQ FT)	CITY OF EL PASO		CHIHUAHUA	ST	EX-XV
349107	36 MILLS 61.15 FT ON MESA X 120 FT BEG 198.75 FT S OF NWC (7338 SQ FT)	DOWNTOWN SHALOM LLC		MESA	ST	
349975	43 MILLS S PT OF BLK (82 FT ON E 260 FT ON S 111.85 FT ON W IRREG ON N) (26370 SQ FT)	UNITED BANK OF EL PASO DEL NORTE	401	MAIN	DR	
351078	2 FRANKLIN HEIGHTS 11 TO 16 (18000 SQ FT)	1006 TEXAS AVE LLC	1006	TEXAS	AVE	
352284	226 CAMPBELL 9 & 10 (6240 SQ FT)	ECHEVERRIA ALEGRE CORPORATION	921	TEXAS	AVE	
352702	32 MILLS 63.333 FT ON CHIHUAHUA X 120 FT BEG 110 FT S OF NWC (7599.60 SQ FT)	CITY OF EL PASO	308	CHIHUAHUA	ST	EX-XV
354343	46 MILLS 137.333 FT ON DURANGO X 120 FT ON SAN ANTONIO NWC (16480 SQ FT)	CITY OF EL PASO	420	SAN ANTONIO	AVE	EX-XV
354562	86 CAMPBELL LOT 16 (3120 SQ FT)	ESCOBAR ENRIQUE	712	MESA	ST	
355154	215 CAMPBELL W 19 1/2 FT OF 9 & E 1/2 OF 8 (3900 SQ FT)	OPPORTUNITY CENTER FOR THE HOMELESS	813	MAGOFFIN	AVE	EX-XV
355211	13 MILLS 60 FT ON SAN ANTONIO X 122.667FT ON OREGON NWC (7360.20 SQ FT)	EP EL CENTRO LLC	200	SAN ANTONIO	AVE	
355410	4 MILLS 86.67 FT ON MESA X 120 FT BEG 86.667 FT S OF NWC (10400 SQ FT)	MILLS PLAZA PROPERTIES IX LP	220	MESA	ST	
355459	223 CAMPBELL 17 & W 1/2 OF 16 (4680 SQ FT)	BARRON IRMA & TORRES RACHEL	906	TEXAS	AVE	
355690	119 CAMPBELL 18 TO 20 & S 17 FT OF 17 (11400.00 SQ FT)	LANESTONE I LLC	630	SANTA FE	ST	
358177	135 CAMPBELL 3 & N 2 FT OF 2 & S 12.00 FT OF 4 (4800.00 SQ FT)	MILO TX3 LLC	415	MESA	ST	
358231	36 MILLS 37.1 FT ON OVERLAND X 81.667 FT ON MESA NWC (3038 SQ FT)	MARCUS REAL ESTATE LIMITED PARTNER	300	OVERLAND	AVE	
359030	118 CAMPBELL 10 & N 11.666 FT OF 9 & 5.333 FT ADJ 10 ON N	BORJAS INVESTMENTS LLC	501	OREGON	ST	
359643	37 MILLS 50 FT ON KANSAS X 120 FT BEG 113.333 FT S OF NEC (6000 SQ FT)	BASSETT TOWER CORPORATION	209	KANSAS	ST	
359956	24 MILLS PT OF BLK BEG 30' E OF SWC (45' ON OVERLAND - 61.17' ON ELY- IRREG ON NLY- 30' ON WLY) (1827.10 SQ FT)	GARZA ENRIQUE J & SILVIA E	303	OVERLAND	AVE	
360256	101 CAMPBELL 6 TO 9 & S 1.00 FT OF 10 (12600.00 SQ FT)	ANISTRUM INVESTMENTS LTD	605	OREGON	ST	
360359	32 MILLS 30 FT ON OVERLAND X 110 FT BEG 90 FT E OF NWC	CITY OF EL PASO	212	OVERLAND	AVE	EX-XV
360743	134 CAMPBELL N 22 FT OF 16 (2640.00 SQ FT)	EP PASEO SOUTH HOLDINGS LLC	508	EL PASO	ST	
360976	161 CAMPBELL PT OF BLK & PT OF S 16.667 FT OF 1 IN 169 CAMPBELL & PT OF 34 FT ST BTW BLKS 161 & 169 (62.2 ON N 137.01 ON E150.44 ON SW	WICKER R B TIRE & RUBBER CO	600	SAN ANTONIO	AVE	
361715	78 MAGOFFIN W 1/2 OF BLOCK	CITY OF EL PASO		PAISANO	DR	EX-XV
361721	46 CAMPBELL W 50 FT OF 11 TO 13 (3850.00 SQ FT)	LOPEZ LINO	1002	OREGON	ST	
362264	145 CAMPBELL 17 & N PT OF 18 (46.04 FT ON W 120 FT ON N 38.88 FT ON E 120.3 FT ON S) (5095 SQ FT)	ISAIS JUAN M	801	PAISANO	DR	
363332	14 MILLS 42 FT ON EL PASO X 120 FT BEG 48 FT N OF SWC (5040 SQ FT)	BARBROS PROPERTY LTD	216	EL PASO	ST	
365067	133 CAMPBELL 20 & S 9 FT OF 19 (4200.00 SQ FT)	THREE SONS PROPERTIES LLC	418	SANTA FE	ST	
365167	39 MILLS 99.25 FT ON STANTON X 120.00 FT ON TEXAS & 20.00 FT ALLEY ADJ (13895.00 SQ FT)	HOUSING AUTHORITY OF THE CITY OF EL PASO	304	TEXAS	AVE	EX-XV
365758	117 CAMPBELL 15 TO 18 (12480 SQ FT)	510 SOUTH OREGON LLC	510	OREGON	ST	EX-XU
366191	15 MILLS 88.25 FT ON EL PASO X 134 FT ON OVERLAND SEC (11826 SQ FT)	JABALIE VIRGINIA & MARY L	215	EL PASO	ST	
366554	204 CAMPBELL 45.59 FT ON SAN ANTONIO BEG 183 FT E OF NWC	SAYKLAY PROPERTIES LLC	1014	SAN ANTONIO	AVE	
366814	34 MILLS 43.75 FT ON EL PASO X 120 FT BEG 286.5 FT S OF NWC	MILLS PLAZA PROPERTIES DIVEST LP	324	EL PASO	ST	
366831	171 CAMPBELL 5 & S 12 FT OF E 1/2 OF 6 & N 1/2 OF 4 EXC 291 SQ FT (5400.00 SQ FT)	CITY OF EL PASO	113	ANTHONY	ST	EX-XV
368704	201 CAMPBELL N 1/2 OF BLK (31200.00 SQ FT)	COUNTY OF EL PASO	800	OVERLAND	AVE	EX-XV
370436	72 CAMPBELL PT OF 2 TO 9 & PT OF SANTA FE RR RESERVATION (222.48' ON ST -IRREG ON SW - 177.34' ON NW - IRREG ON E)	MEUCHADIM OF TEXAS LTD	911	EL PASO	DR	
370772	36 MILLS 20 FT ON STANTON X 120 FT BEG 240 FT S OF NEC (2400 SQ FT)	RIVER OAKS PROPERTIES LTD	221	STANTON	ST	
371298	89 CAMPBELL 8 TO 15 N 1.33 FT OF 7 & CLOSED ALLEY (24632.00 SQ FT)	SALOM GEORGE E FAMILY LD PRTSHP	805	EL PASO	ST	
372562	5 MILLS 20 FT ON MILLS X 80 FT BEG 95 FT W OF NEC (1600 SQ FT)	TEMPE THORN RENTALS LLC	114	MILLS	AVE	
373805	223 CAMPBELL 1 TO 7 (21840.00 SQ FT)	EL PASO EMPLOYEES FEDERAL CREDIT UNION	909	MYRTLE	AVE	
373864	118 CAMPBELL 14 & S 14.45 FT OF 13 (4854 SF)	BERG INVESTMENT CO	606	EL PASO	ST	
374043	15 MILLS 60 FT ON OVERLAND X 125.75 FT ON SANTA FE SWC (7545.00 SQ FT)	FRANKLIN GROUP L P	117	OVERLAND	AVE	
375606	33 MILLS 43.00 ON EL PASO X 134.00 FT BEG 232.19 FT S OF NEC (5762.00 SQ FT)	MARCEP GROUP LLC	401	EL PASO	DR	
375805	205 CAMPBELL E 60 FT OF 9 & 10 & N 21 FT OF 8 (4380 SQ FT)	ABOUD RUSSELL M	918	SAN ANTONIO	AVE	
376707	171 CAMPBELL W 1/2 OF 6 & N 14 FT OF E 1/2 OF 6 (2400 SQ FT)	CITY OF EL PASO	111	ANTHONY	ST	EX-XV
376878	214 CAMPBELL 3 & 4 (6240 SQ FT)	SAENZ UBALDO	905	MAGOFFIN	AVE	
377035	212 CAMPBELL 8 TO 10 & E 7 FT OF 7 (10200 SQ FT)	GREENBELT ASSETS LLC	817	OLIVE	AVE	
378039	135 CAMPBELL 6 TO 9 & S 2.00 FT OF 10 (12720.00 SQ FT)	LOPEZ JESUS ROMO	220	PAISANO	DR	
379213	227 CAMPBELL 6 TO 8 (9360 SQ FT)	CITY OF EL PASO	811	TEXAS	AVE	EX-XV
379846	5 1/2 MILLS 101.82 FT ON SAN ANTONIO BEG 108.29 FT E OF SWC & EXTENDING TO TEXAS AVE 10691 SQ FT	TROST HILLS BUILDING LLC	114	TEXAS	AVE	

APPENDIX A - TIRZ PARCELS

PROPERTY ID	LEGAL DESCRIPTION	OWNER	ADDRESS			EXEMPTIONS
380524	87 CAMPBELL 12 & N 5.5 FT OF 13	MILO TX2 LLC	702	OREGON	ST	
380546	205 CAMPBELL 11 TO 15 & N 10 FT OF 16 (16800 SQ FT)	MEXICAN CONSULATE		SAN ANTONIO	AVE	EX-XV
381316	5 MILLS 80 FT ON MESA X 95 FT ON MILLS NEC (7600 SQ FT)	BANNER HOTEL LLC	215	MESA	ST	
381892	170 CAMPBELL 4 TO 8 (15867.6 SQ FT)	PARKHILL SMITH & COOPER PROPERTY HOLDINGS LLC	501	SAN ANTONIO	AVE	
382136	41 MILLS E 240 FT OF N 1/2 OF BLK & CLSD ALLEY ADJ ON S (33600.00 SQ FT)	MILLS PLAZA PROPERTIES VII LP	222	KANSAS	ST	
383194	1 FRANKLIN HEIGHTS 10 & 11 (6000 SQ FT)	EPHFC MYRTLE LLC	1020	MYRTLE	AVE	EX-XV
383895	59 CAMPBELL 6 TO 10 (15600 SQ FT)	ROSENBAUM FAMILY TRUST	907	MESA	ST	
383999	144 CAMPBELL E PT OF 7 (35.55 FT ON ST - 15.13 FT ON W - 32.22 FT ON N) (244.81 SQ FT)	SISU ENVIRON DEVELOPMENT LLC-SERIES B				
384205	35 MILLS 157.12 FT ON MESA X 120.00 FT BEG 78.00 FT N OF SEC (18852.00 SQ FT)	SYSTEM CAPITAL REAL PROPERTY	309	MESA	ST	
384254	58 CAMPBELL E 1/2 OF 19 & 20 (3120 SQ FT)	MEUCHADIM OF TEXAS LTD	303	8TH	ST	
384403	13 MILLS 25.667 FT ON OREGON X 120 FT BEG 122.667 FT S OF NWC (3080 SQ FT)	110 S OREGON LLC	110	OREGON	ST	
384479	149 CAMPBELL S 20 FT OF 18 (2400 SQ FT)	SANTOSCOY NORMAN R	314	STANTON	ST	
384543	37 MILLS 96.667 FT ON KANSAS X 120 FT ON FIRST SEC (11600 SQ FT)	BELCLAIRE REALTY LTD	217	KANSAS	ST	
385828	134 CAMPBELL S 14.4 FT OF 17 & N 18.00 FT OF 18 (3888.00 SQ FT)	HERRERA ENRIQUE (LE) & ALICIA (LE) & 2	512	EL PASO	ST	
386178	23 MILLS PT OF BLK BEG 108.07' SE OF NELY COR (151.93' ON NELY - 40.00' ON SELY - IRREG ON SWLY - 120.00' ON NWLY)	T & R CHEMICALS INC		KANSAS	ST	
386656	36 MILLS 52.15 FT ON MESA X 120 FT BEG 146.52 FT S OF NWC (6258 SQ FT)	ROSEN RICHARD J ENTERPRISES	210	MESA	ST	
386759	134 CAMPBELL 14 & 15 & S 18 FT OF 13 (8400.00 SQ FT)	JABALIE VIRGINIA & MARY L	504	EL PASO	ST	
387576	200 CAMPBELL 13 TO 16 (12480 SQ FT)	SEGOVIA JUAN M & CYNTHIA	206	FLORENCE	ST	
387848	51 MILLS 71 FT ON SAN FRANCISCO X 140 FT ON W BEG 50 FT W OF NEC (9940 SQ FT)	JB4 PROPERTIES LP	504	SAN FRANCISCO	AVE	
388300	5 MILLS 90 FT ON MESA X 131 FT ON TEXAS EXC 5 FT X 36 FT IN NWC	CVS PHARMACY INC	201	MESA	ST	
390161	17 MILLS PT OF BLK BEG 95.08' SW OF NEC (13.17' ON NWLY - IRREG ON NELY -69.60' & 65.59' ON SELY - IRREG ON SWLY) (24253.96 SQ FT)	MILLS PLAZA PROPERTIES LP	123	PIONEER	PLZ	
390162	39 MILLS S 160.75 FT OF W 120 FT & ALY ADJ & E 150 FT OF S 145 FT & 193.91 SQ FT ADJ TO NWC	EL PASO ELECTRIC COMPANY	112	STANTON	ST	
390628	80 MAGOFFIN 5 & W 20 FT OF 4 (4086 SQ FT)	HIDALGO JOSE ALBERTO	1123	OVERLAND	AVE	
390725	51 MILLS 120.667 FT ON WESTERN X 85 FT ON DURANGO SEC (10257 SQ FT)	THE PLACE AT UNION PLAZA INC	115	DURANGO	ST	
391533	35 MILLS 78 FT ON MESA X 120 FT ON PAISANO SEC (9360 SQ FT)	THE JOHN R ELLIS TRUST & 3	217	PAISANO	DR	
392111	32 MILLS 30 FT ON OVERLAND X 110 FT BEG 30 FT E OF NWC	CITY OF EL PASO	220	OVERLAND	AVE	EX-XV
392685	33 MILLS NWC OF BLK (209.16 FT ON SANTA FE X 120 FT ON OVERLAND) (25165.03 SQ FT)	RED BALLOON LP	110	OVERLAND	AVE	
393490	103 CAMPBELL W 80 FT OF 19 & 20 (4160.00 SQ FT)	SOUTHSIDE LOW INCOME HOUSING	620	MESA	ST	EX-XV
394786	32 MILLS 120 FT ON OVERLAND ST X 173.33 FT ON SANTA FE ST (20799.88 SQ FT)	CITY OF EL PASO	307	SANTA FE	ST	EX-XV
395302	5 SATTERTHWAITE 38 TO 42 & S 16.67 FT OF 37 (20480 SQ FT)	CITY OF EL PASO	610	SANTA FE		EX-XV
395753	101 CAMPBELL N 25.00 FT OF 11 (3000.00 SQ FT)	RA GUN HWA & HUR YONG S	700	EL PASO	ST	
395875	100 CAMPBELL 134.00 FT OF N 4.00 FT OF 9 & S 10.75 FT OF 10 (1976.50 SQ FT)	HERNANDEZ LUIS & MANUELA	703	EL PASO	ST	
395892	118 CAMPBELL N 15 FT OF 8 & S 14.333 FT OF 9 (3519 SQ FT)	BORJAS INVESTMENTS LLC	505	OREGON	ST	
395897	216 CAMPBELL W 35.4167 FT OF 11 TO 15 (4605 SQ FT)	CHAVEZ MARIO JR & ANGELINA R	702	MYRTLE	AVE	
396289	35 MILLS 70 FT ON OREGON X 120 FT BEG 260 FT N OF SWC (8400 SQ FT)	MILO TX3 LLC	222	OREGON	ST	
397927	119 CAMPBELL 9 (EXC SLY PT) (1371.20 SQ FT)	TWINS PIZZA INC	601	EL PASO	ST	
398864	100 CAMPBELL N 25.00 FT OF 11 (3000.00 SQ FT)	RIO DORADO INVESTMENTS LLC	700	SANTA FE	ST	
398988	25 MILLS 55 FT ON OVERLAND X 112 FT ON CHIHUAHUA SWC (6160 SQ FT)	LUCMOR LLC	219	OVERLAND	AVE	
399991	13 MILLS 60 FT ON SAN ANTONIO X 122.667 FT BEG 60 FT E OF NWC (91-B) (7360 SQ FT)	KIM YONG JU & YUN SUN OK	206	SAN ANTONIO	AVE	
400806	222 CAMPBELL 5 & W 1/2 OF 6 (4680.00 SQ FT)	AGUIRRE ALEJANDRO & ISELA	809	MYRTLE	AVE	
400913	32 MILLS 86.667 FT ON CHIHUAHUA X 120 FT BEG 173.333 FT S OF NWC	CITY OF EL PASO	312	CHIHUAHUA	ST	EX-XV
401320	24 MILLS PT OF BLK BEG 30.33' NW OF SWC (110.50' ON MESA - 120.00' ON NLY -IRREG ON ELY - 56.50 FT ON SLY)	L R MANAGEMENT LLC	112	MESA	ST	
401573	171 CAMPBELL S 1/2 OF 4 & 291 SQ FT IN N 1/2 OF 4 (1851 SQ FT)	CITY OF EL PASO		ANTHONY	ST	EX-XV
402991	1 SATTERTHWAITE 1 TO 10 (30900 SQ FT)	LA FRONTERA CONSERVATION FUND	601	OREGON	ST	
403128	7 MILLS 92 FT ON LEON X 120 FT BEG 120 FT S OF NEC (11040 SQ FT)	LION LOA LLC	305	LEON	ST	
406048	102 CAMPBELL 6 TO 10 (15600.00 SQ FT)	HERNANDEZ MARIA C	601	MESA	ST	
406233	204 CAMPBELL 53 FT ON SAN ANTONIO BEG 130 FT E OF NWC (6195 SQ FT)	STAR CITY INVESTMENTS LLC	1010	SAN ANTONIO	AVE	
407319	24 MILLS 43.333 FT ON STANTON X 120 FT BEG 130 FT S OF NEC (5200 SQ FT)	CAPLES LAND COMPANY LLC	105	STANTON	ST	
407674	101 CAMPBELL 19 & 20 & S 8.29 FT OF 18 (7234.00 SQ FT)	SALOM GEORGE E FAMILY LD PRTSHP	714	EL PASO	ST	
407837	134 CAMPBELL 12 & S 2 FT OF 11 & N 8 FT OF 13 (4320.00 SQ FT)	JABALIE VIRGINIA & MARY L	500	EL PASO	ST	
408710	100 CAMPBELL N 22.75 FT OF 3 & S 17 FT OF 4 (5326 SQ FT)	LANESTONE I LLC	713	EL PASO	ST	
408844	136 CAMPBELL 12 TO 18 & S 2 FT OF 11 (22080.00 SQ FT)	CASEY CONSTANCE D	306	PAISANO	DR	
409503	152 CAMPBELL PT OF 3 TO 6 (87.61 FT ON NELY - 139.0 FT ON SLY - 107.92 FT ON NWLY) (5062.63 SQ FT)	SOTOAK REALTY LLC	501	PAISANO	DR	
409625	212 CAMPBELL 14 & 15 (6240 SQ FT)	WTLD'S INVESTMENTS LLC	812	MAGOFFIN	AVE	
410211	74 CAMPBELL 1 TO 5 (15600 SQ FT)	ANISTRUM INVESTMENTS LTD	827	MESA	ST	
410308	21 MILLS 16 & N 14 FT OF 17	PORTER ALBERT L	504	OREGON	ST	
411382	216 CAMPBELL W 68 FT OF 8 TO 10 (5305.61 SQ FT)	GARZA MARIA E	716	MYRTLE	AVE	
412432	7 MILLS 43 FT ON LEON X 120 FT BEG 374 FT S OF NEC (5160 SQ FT)	TCHONG & CHONG FAMILY TRUST	333	LEON	ST	
413450	211 CAMPBELL 1 TO 5 & S 24 FT OF 6 (17610 SQ FT)	EL PASO FIREMEN & POLICEMEN'S PENSION FUND	909	SAN ANTONIO	AVE	EX-XV
413911	88 CAMPBELL 6 & S 9 FT OF 7 (4200 SQ FT)	SALOM GEORGE E FAMILY LMTD PTRSHP	709	OREGON	ST	
413970	38 MILLS 17.5' ON SAN ANTONIO X 130' BEG 99' E OF NWC & 12.75' X 4.5'X 13.52' ADJ ON S 2303.69 SQ FT	408 ESPITA LLC	408	SAN ANTONIO	AVE	
602837	206 CAMPBELL PTS OF 6 TO 10 BEG 93.33' SW OF NEC OF 10 (35.75' ON NLY - IRREG ON ELY - 25.85' ON SLY - 120.0' ON WLY) (3810.00 SQ FT)	ORO INVESTMENTS LLC	810	SAN ANTONIO	AVE	
617792	88 CAMPBELL REPLAT C LOT 1	MARTINEZ ROSA	115	SIXTH	AVE	
643803	2 FRANKLIN HEIGHTS 21 TO 23 & ELY 12.5 FT OF 20 (10499.00 SQ FT)	SCG HOLDINGS LTD	1009	MYRTLE	AVE	
646368	UNT 1 SAVOY CONDOMINIUMS PLUS 40.0 % INT IN COM ELEMENT	TUNG ZHI II LLC	116	STANTON	ST	
656165	B STEVENS (1.1297 AC) OUT OF BLKS B & C & VACATED ROWS FOR XMPT PROPERTIES (STEVENS REPLAT B)	CITY OF EL PASO				EX-XV
656167	BLK B STEVENS REPLAT B LOT 1	CITY OF EL PASO	1	BALLPARK PLAZA		EX-XV
663209	2 FRANKLIN HEIGHTS 1 TO 10 (30000 SQ FT)	BAUS INVESTMENTS LP	1000	TEXAS	AVE	
663961	MILLS VACATING PT OF OREGON ST & MILLS AVE R.O.W ADJ. (15206.10 SQ FT)	MILLS PLAZA PROMENADE LLC				
667847	69 MAGOFFIN PT OF FIRST ST CLSD & SELY PT OF 11 BLK 69 & 143 (249.94 FT ON ST- IRREG ON WLY- 124.50 FT ON NLY) (3761 SQ FT)	PEOPLE OF THE STATE OF TEXAS		PAISANO	DR	EX-XV
675120	7 MILLS 25 FT ON LEON X 120 FT BEG 268 FT S OF NEC (3000.00 SQ FT)	GUAJARDO ENRIQUE	327	LEON	ST	
675121	7 MILLS 35.5 FT ON LEON X 120 FT BEG 293 FT S OF NEC (4260.00 SQ FT)	GUAJARDO ENRIQUE	329	LEON	ST	
675515	119 CAMPBELL N 8.2 FT OF 8 & SLY PT OF 9 (30.2 FT ON ST-134.00 FT ON SLY-26.8 FT ON WLY-IRREG ON NLY) (3747.60 SQ FT)	THREE SONS PROPERTIES LLC	603	EL PASO	ST	
676960	211 CAMPBELL 15 TO 20 & SLY 3 FT OF 14 (10855.15 SQFT)	THE ROSALIE HAMRAH 2015 LIVING TRUST	100	OCHOA	ST	
684959	38 MILLS PT OF BLK BEG 116.50 FT E & 130.00 FT S OF NWC (16.75 FT ON N- 4.50 FT ON E- 13.52 FT ON S) (30.49 SQFT)	ESCOBAR ENRIQUE				
695945	PT OF VACATED MAIN ST BTW BLKS 1 & 17 (260.00 FT ON NWLY- 44.00 FT ON NELY- IRREG ON SELY- 23.81 FT ON SWLY) (87120.00 SQ FT)	MILLS PLAZA PARKING LP		OREGON	ST	
704642	UNT O-9A WESTSTAR TOWER CONDOMINIUMS (10370.00 SQ FT) PLUS 4.318 % INT IN COM AREA	WESTSTAR TOWER PROPERTIES LLC	601	MESA	ST	AB
705693	216 CAMPBELL W 68 FT OF 6 & 7 (3537.08 SQ FT)	GARZA MARIA E	716	MYRTLE	AVE	

File #: 24-42, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

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District 7
El Paso Water, Alex Vidales, (915) 594-5636

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 7.006 acres of land legally described as out of a portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas.

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

DEPARTMENT: **El Paso Water Utilities Public Service Board (EPWater)**

AGENDA DATE:
Introduction - 1/2/24
Public Hearing - 1/17/2024

CONTACT PERSON/PHONE: Alex Vidales, EPWater Assistant Utility Land & Water Rights Manager, 915.594.5636

DISTRICT(S) AFFECTED: 7
SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey to Magumo Dawin, LLC., approximately 7.006 acres of land legally described as a portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas.

(District 7) EPWater, Alex Vidales, Assistant Utility Land & Water Rights Manager (915) 594-5493.

BACKGROUND / DISCUSSION:

The parcel of land is owned by the El Paso Water Utilities Public Service Board *("EPWater")*, for and on behalf of the City of El Paso, a Texas municipal corporation, as part of its water and wastewater system *(the "System")*. On September 27, 2006, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of EPWater to obtain an appraisal of the property.

On April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended.

On November 8, 2023, the Public Service Board approved the sale of the land.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

Yes, the City Council approved a closely item related to this one.

On May 23, 2023, City Council approved the sale of 0.12 acres of land to Casas Genesis, LLC through the real estate broker.

AMOUNT AND SOURCE OF FUNDING: N\A

BOARD / COMMISSION ACTION:

On November 8, 2023, the Public Service Board approved the sale of the land.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 7.006 ACRES OF LAND LEGALLY DESCRIBED AS OUT OF A PORTION OF TRACTS 3A AND 5A, NOW KNOWN AS TRACTS 3A3 AND 5A1, BLOCK 7, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the El Paso Water Utilities Public Service Board ***("EPWater")***, for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water and wastewater utility systems (collectively the ***"System"***); and,

WHEREAS, at its regular meeting on September 27, 2006, the Public Service Board determined approximately 7.006 acres of land legally described as a Portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas (the "***Property***"), to be inexpedient to the water and wastewater system and that the Property should be sold in accordance with state law; and,

WHEREAS, on April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended; and,

WHEREAS, on November 8, 2023, the Public Service Board approved and authorized the sale of the Property to Magumo Darwin, LLC, for the sales price of $875,000.00 and adopted a Resolution making the finding as set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any and all necessary documents to complete the conveyance of the Property; and,

WHEREAS, the Property was appraised for sale at its fair market value and the purchaser has agreed to pay the highest purchase offer;

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 7.006 acres of land legally described as a Portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas.

(Signatures begin on following page)

PASSED AND APPROVED this _____ day of _____.

CITY OF EL PASO

_____
Oscar Leeser,
Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO FORM:

_____
Michaela Ainsa
Senior Assistant General Counsel

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date:_____

Grantor: **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and on behalf of THE CITY OF EL PASO, TEXAS**, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: Magumo Darwin, LLC
Attn: Adny Moreno
4521 Shady Willow
El Paso, TX 79922

Copy to: The Ehrlich Law Firm
Attn: William Ehrlich
444 Executive CenteR Blvd., Suite 240
william@ehrlichlawfir.com

Consideration: TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 7.006 acres, more or less, legally described as a portion of Tracts 3A and 5A, now known as 3A3 and 5A1, Block 7, Ysleta Grant, in the City of El Paso, El Paso County, Texas as more particularly described on Exhibit A attached hereto.

Severance of Surface Water and Groundwater Estate and Reservations from Conveyance:

Save and except:

Any rights to the use of surface water or Groundwater (including to any government or other permits) appurtenant or in any way related to the Property are reserved by and for the Seller. The surface water and Groundwater estate related to the Property are hereby severed from the Property and reserved by and for Grantor for all purposes. The groundwater estate shall include, without limitation, the groundwater related to the Property. The term "*Groundwater*" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property.

Exceptions to Conveyance and Warranty:

(1) All matters emanating from the establishment of the El Paso County Water Improvement District #1.

(2) Easement granted to El Paso Electric Company and Mt. States Telephone and Telegraph Company, by Alfred S. Braden, dated May 19, 1967, filed for record on June 12, 1967 in the Office of the County Clerk of El Paso County, Texas in Volume 170, Page 336, Official Records El Paso County, Texas, with Mountain States Telephone and Telegraph Company interest transferred to Southwestern Bell Telephone Company, recorded in Volume 1231, Page 646, Official Records of El Paso County, Texas.

(3) Easement granted to El Paso Electric Company, by El Paso County Animal Shelter, dated April 20, 1989, filed for record on June 2, 1989 in the Office of the County Clerk of El Paso County, Texas in Volume 2059, Page 1, Official Records El Paso County, Texas.

(4) Easement granted to El Paso Electric Company, by Humane Society of El Paso, dated October 18, 1995, filed for record on April 3, 1996 in the Office of the County Clerk of El Paso County, Texas in Volume 3033, Page 490, Official Records El Paso County, Texas.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Surface Water and Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Surface Water and Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

(*Signature page and exhibits follow.*)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

THE CITY OF EL PASO,
a Texas municipal corporation

By:

_____
Name: Cary Westin
Title: Interim City Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the__day of_____, by Cary Westin, Interim City Manager of the City of El Paso.

_____
NOTARY PUBLIC, State of Texas

Exhibit A

7.006-acre parcel, more or less, legally described as a portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, in the City of El Paso, Texas, El Paso County, Texas

Prepared for: El Paso Water
November 1, 2023

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing TX DOT brass disk monument on the point of intersection of southerly right of way line of North Loop Road (F.M. Highway No. 76) at Lot 3, Bonnie Anne Place, from which an existing TX DOT brass disk monument on the southerly right of way line of North Loop Road (F.M. Highway No. 76) bears North 35°29'00" West a distance of 1125.75 feet; Thence along the southerly right of way line of North Loop Road, South 35°29'00" East a distance of 442.35 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tract 3A3, Block 7, Ysleta Grant and the El Paso Humane Society property in clerks file no. 20040060035, Real Property Records of El Paso County, Texas, for the "True Point of Beginning".

Thence along the southerly right of way line of North Loop Road, South 35°29'00" East a distance of 114.60 feet to set ½" rebar with cap marked TX 5152 for the northeasterly corner of Tract 3A3, Block 7, North Loop Road;

Thence along the easterly line of Tract 3A3, Block 7, Ysleta Grant, South 62°12' 00"West a distance of 318.69 feet to a set ½" rebar with cap marked TX 5152 on the easterly line of Tract 5A1, Block 7, Ysleta Grant;

Thence along said line, South 53°39'00" West a distance of 132.39 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, South 36°21'00" East a distance of 8.00 feet to a point from which a found 5/8" rebar bears South 17°43'57" East a distance of 0.29 feet;

Thence along said line, South 53°39'00" West a distance of 130.90 feet to a point from which a found ½" rebar bears, South 62°07'46" East a distance of 1.76 feet;

Thence along said line South 21°46'00" East a distance of 114.56 feet to a point from which a found ½" rebab bears, South 54°06'39" East a distance of 1.61 feet;

Thence along said line, South 55°47'00" West a distance of 341.70 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, South 08°56' 00"West a distance of 286.80 feet to a point from which a found old rusted rebar bears, South 33°22'57" East a distance of 1.37 feet;

Thence along said line, South 44°50'00" West a distance of 15.93 feet to a point from which a found 1" disturbed pipe bears, South 37°04'42" East a distance of 1.65 feet on the southerly line of Tract 5A1, Block 7, Ysleta Grant;

Thence along said line North 37°46'00" West a distance of 165.21 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tract 5A1, Block 7, Ysleta Grant and lot 1, Block 1, Mission valley Elementary School;

Thence along said line the following 4 courses:

1. North 02°37'00" West a distance of 263. 80feet to a set ½" rebar with cap marked TX 5152;

2. North 18°15'00" East a distance of 275.10 feet to a set ½" rebar with cap marked TX 5152;

3. North 32°09'00" East a distance of 127.00 feet to a set ½" rebar with cap marked TX 5152;

4. North 47°54'00" East a distance of 136.56 feet to a point on the common line of Tracts 4C and 5A1, Block 7, Ysleta Grant from which a found 1" rebar bears, North 34°03'17" West a distance of 0.45 feet;

Thence along said line, North 56°51'00" East a distance of 136.16 feet to a point;

Thence along said line, North 71°12'00" East a distance of 166.60 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, North 83°57'00" East a distance of 96.00 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tract 5A1, Block 7, Ysleta Grant and the El Paso Humane Society property in clerks file no. 20040060035, Real Property Records of El Paso County, Texas;

Thence along said line, South 33°22'41" East a distance of 117.74 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, North 54°31'00" East a distance of 177.76 feet to the "TRUE POINT OF BEGINNING" and containing 305,178 Square Feet or 7.0059 acres of land more or less.

Note: Above description prepared from a survey performed on May 3, 2023.

Ron R. Conde
R.P.L.S. No. 5152

STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

PLAT OF SURVEY

A PORTION OF TRACTS 3A AND 5A, NOW KNOWN AS TRACTS 3A3 AND 5A1, BLOCK 7, YSLETA GRANT, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE METES AND BOUNDS DESCRIPTION ATTACHED TO HEREON REFERENCED TITLE COMMITMENT.
CONTAINING: 305,178 SQUARE FEET OR 7.0059 ACRES

LINE TABLE		
LINE	LENGTH	BEARING
L1	6.00'	S89°59'00"E
L2	15.00'	S89°59'00"E

SCALE: 1"=50'

NOTES:

1. SUBJECT AREA ZONED: G-F.
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL# NO 48231-0008G, DATED FEBRUARY 16, 2006. PROPERTY IS IN FLOOD HAZARD ZONE X.
3. SCHEDULE B ITEMS LISTED BELOW PER SIERRA TITLE INSURANCE GUARANTY COMPANY, INC. COMMITMENT FOR TITLE INSURANCE GF NO. NP23-1110. EFFECTIVE DATE FEBRUARY 8, 2023. ISSUED ON FEBRUARY 17, 2023.

10a. RIGHTS OF PARTIES IN POSSESSION

10b. ALL MATTERS EMANATING FROM THE ESTABLISHMENT OF THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT #1

10c. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS, AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED

10d. EASEMENT GRANTED TO EL PASO ELECTRIC COMPANY AND MT/ STATES TELEPHONE AND TELEGRAPH COMPANY, BY ALFRED S. BRANCH, MAY 19, 1947, FILED FOR RECORD ON JUNE 12, 1947 IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS IN VOLUME 1791, PAGE 334, OFFICIAL RECORDS EL PASO COUNTY, TEXAS. SEIN MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY INTEREST TRANSFERRED TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 1731, PAGE 846, OFFICIAL RECORDS OF EL PASO COUNTY, TEXAS. (PLOTTED)

10e. EASEMENT GRANTED TO EL PASO ELECTRIC COMPANY, BY EL PASO COUNTY ANIMAL SHELTER, DATED APRIL 20, 1998, FILED FOR RECORD ON JUNE 2, 1998 IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS IN VOLUME 2089, PAGE 1, OFFICIAL RECORDS EL PASO COUNTY, TEXAS. (NOT APPLICABLE)

10f. EASEMENT GRANTED TO EL PASO ELECTRIC COMPANY, BY HUMANE SOCIETY OF EL PASO, DATED OCTOBER 16, 1998, FILED FOR RECORD ON APRIL 3, 1999 IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS IN VOLUME 2033, PAGE 486, OFFICIAL RECORDS EL PASO COUNTY, TEXAS. (PLOTTED)

10g. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD

10h. PRESCRIPTIVE RIGHTS FOR ROADS, PUBLIC OR PRIVATE, DITCHES, CANALS AND/OR UTILITIES WHICH ARE NOT A PART OF THE PUBLIC RECORD, BUT VISIBLE FROM AN INSPECTION OF THE PROPOSED INSURED LAND(S) OR REVEALED BY A PROPER SURVEY

10i. ANY UNRECORDED LEASES OR RENTAL AGREEMENTS, WRITTEN OR ORAL, WHETHER WITH THE RIGHTS OF ANY TENANT THEREUNDER OR TENANT AT WILL.

10j. ANY CLAIM OR ALLEGATION THAT THE LAND DESCRIBED IN SCHEDULE A OF THIS POLICY WAS CONVEYED IN VIOLATION OF V.A.T.S. LOCAL GOVERNMENT CODE, SECTIONS 212.004, ET SEQ. OR 232.001, OR IN VIOLATION OF ANY COUNTY OR MUNICIPAL ORDINANCE AFFECTING SUBDIVISIONS, OR ANY LOSS OF THE USE OF THE LAND BY REASON THEREOF

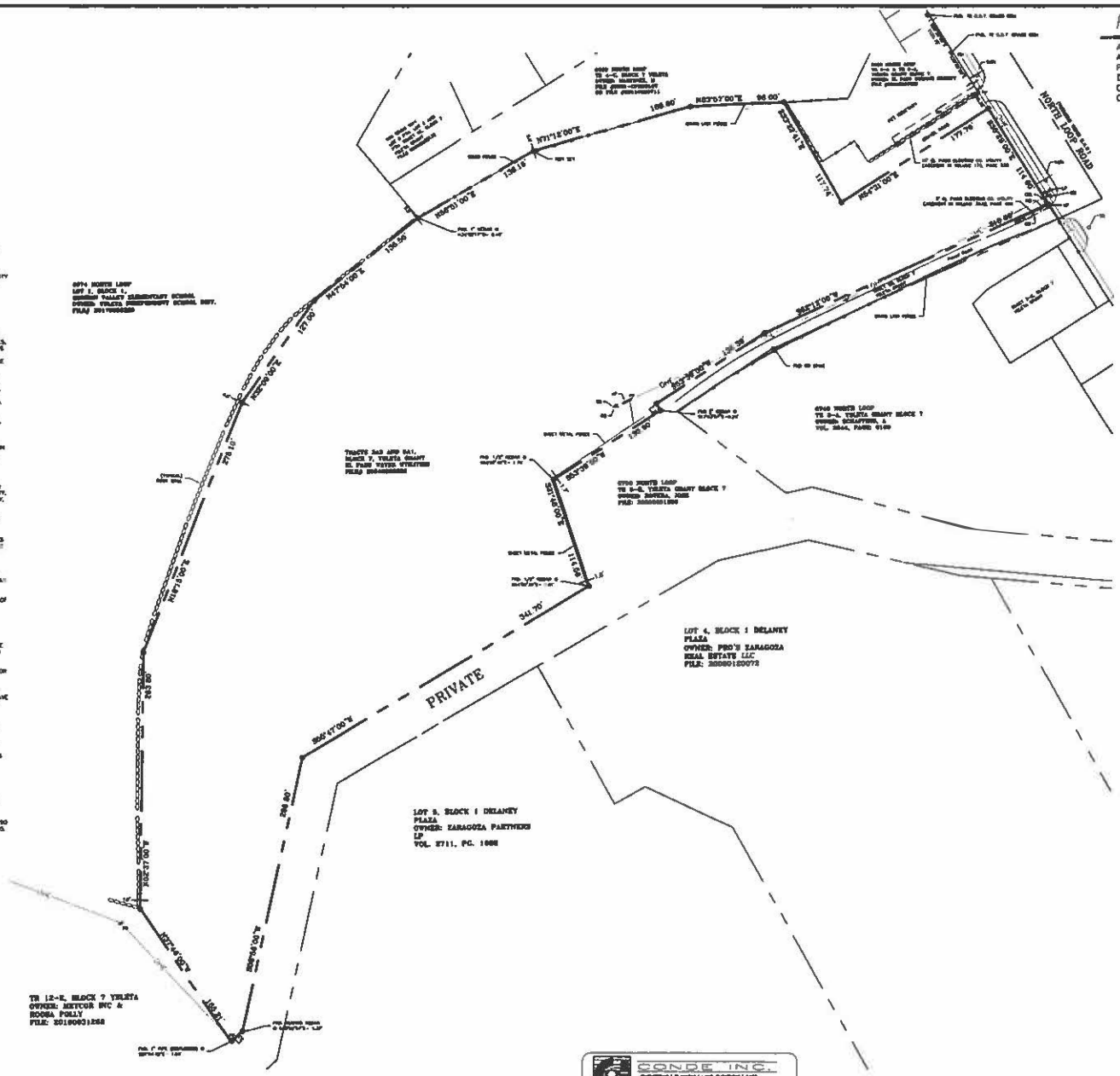
10k. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND

10l. ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND. HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF EL PASO COUNTY, TEXAS PRIOR TO THE DATE HEREOF.

10m. ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF EL PASO COUNTY, TEXAS PRIOR TO THE DATE HEREOF.

4. SET 1/2" REBARS WITH CAPS MARKED TX 5162 ON ALL CORNERS UNLESS OTHER WISE NOTED.
5. REFERENCE TEXAS DEPARTMENT OF TRANSPORTATION NORTH LOOP RIGHT OF WAY PROJECT PROJECT NO. 674-01-48 , ACCOUNT NO. 0024-00-01 LINES FROM DELTA DR. TO HORIZON BOULEVARD.

WARRANTY DEED FROM THE HUMANE SOCIETY OF EL PASO INC. TO EL PASO WATER UTILITIES PUBLIC SERVICE BOARD IN CLERKS FILE NO. 20040060035, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS



SYMBOL LEGEND
FOUND CONTROL POINT
FOUND CITY MONUMENT
SET 1/2" REBAR W/CAP 5162
UTILITY POLE
SANITARY SEWER
WATER METER
POWER POLE
GUY WIRE
TRAFFIC SIGN
LIGHT POLE
CABLE BOX
OVERHEAD ELECTRIC LINE

CONRE INC.

CERTIFICATE:

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION, AND TO THE BEST KNOWLEDGE AND BELIEF THERE IS NO VISIBLE EVIDENCE OF FALSE OR ERRONEOUS LINES.

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS LICENSE NO. 5162

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this *"Agreement"*) is entered into by and between THE EL PASO WATER UTILITIES- PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (the "***Seller***" or "***EPWater***") and Magumo Darwin, LLC, a Texas limited liability company (the "***Buyer***"). The Seller and the Buyer may be referred to individually herein as a "***Party***" and collectively as the "***Parties***".

RECITALS

WHEREAS, the Seller owns the property described below; and

WHEREAS, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and

WHEREAS, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code Chapter 253; and

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Description of Property.** The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in El Paso County, Texas:

> An approximately 7.006 acre parcel, more or less, legally described as a Portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, Ysleta Grant, in the City of El Paso, Texas, El Paso County, Texas, such portion being legally described in **Exhibit A,** attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, except such easements necessary for the operation of the EPWater water, wastewater, stormwater or drainage utility systems, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "***Property***").

1.1 **Seller's Reservations & Disclosures.** The Property will be conveyed to the Buyer at Closing subject to certain exceptions by the Seller, as more particularly identified on **Exhibit B,** attached hereto and incorporated fully herein (the "***Seller's Reservations***") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.

In addition, the Property will be conveyed to the Buyer at Closing (i) subject to known disclosures, as more particularly identified on **Exhibit B**, attached hereto and incorporated fully herein, and (ii) in accordance with the Special Warranty Deed attached hereto as **Exhibit C**.

1.2 **Reliance on the Buyer's Own Diligence.** It is acknowledged and agreed that the Buyer has conducted and is relying solely on its own due diligence concerning the Property, including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

1.3 **Easements.** The Property shall be conveyed to the Buyer subject to all easements, of record, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

1.4 **Surface Water and Groundwater.** Any rights to the use of surface water (including to any government or other permits) appurtenant or in any way related to the Property are reserved by and for the Seller. In addition, the entire groundwater estate related the Property, including without limitation, the Groundwater (as defined herein below) and Groundwater Rights (as defined herein below) are reserved by and for the Seller. The term "***Groundwater***" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property. The term "***Groundwater Rights***" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to take all usual, necessary, and convenient means to use the surface of the Property for access to and to explore for, develop, treat, produce, and transport the Groundwater; and (3) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that may be necessary for the full and unfettered exercise of the Seller's rights therein. For the avoidance of doubt, Buyer shall not have the right to drill a well and/or produce therefrom any quantity of Groundwater.

1.4 **Utility Connections and Modifications.** Buyer shall be solely responsible for the costs of all on-site and off-site extensions, relocations, easements, replacements, or adjustments of water, sanitary sewer, and appurtenances, and for all utility connections including without limitation public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services necessitated by and attributable to the proposed subdivision improvement plans, or to otherwise provide service lines to the Property.

2. **Purchase Price.** The purchase price for the Property shall be Eight-Hundred Seventy-Five Thousand U.S. Dollars, ($875,000.00) (the "***Purchase Price***").

2.1 **Payable at Closing.** The full Purchase Price shall be tendered to Seller at Closing.

2.2 **Earnest Money**. Buyer shall pay Seller in the amount of Forty-Three Thousand Seven-Hundred Fifty U.S. Dollars, ($43,750.00) (the "***Earnest Money***") with Lori Phillips of Del Sol Title (the "***Escrow Agent***") no more than five (5) business days after the Effective Date as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when Closing occurs.

2.3 **Earnest Money Deposit**. The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

2.4 **Independent Consideration.** Five Thousand and No/100ths Dollars ($5,000.00) of the Earnest Money shall constitute independent consideration (***"Independent Consideration"***) for Purchaser's Inspection Period (as hereinafter defined).

3. **Inspection Period**. For period of Thirty (30) days, beginning on the Effective Date (the "***Inspection Period***"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 **Access**. Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer's employees and agents will have the right to enter the Property to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before to entering onto the Property at any time prior to Closing.

3.2 **Termination During Inspection Period**. Buyer may terminate this Agreement for any reason by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money Deposit, less the Independent Consideration, shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. **Survey**. If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within twenty (20) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. **Title Binder**. Within twenty (20) business days after the Effective Date, Buyer will, at Buyer's expense, deliver or cause to be delivered to Seller a title commitment covering the Property from Del Sol Title (the "***Title Company***"), binding the Title Company to issue an Owner's Policy of Title Insurance ("***Owner's Policy***") with respect to the Property in the full amount of the Purchase Price at the Closing (the "***Title Binder***"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer's receipt of the same.

5.1 **Buyer's Approval of Title**. Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("***Non-Permitted Encumbrances***"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "***Permitted Exceptions***"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey obtained and/or delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 **Compliance**. In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. **Representations of the Seller.** The Seller hereby represents, to the extent allowed by law, to the Buyer, that, to its actual knowledge, as of the Effective Date and at Closing the following are true in all material respects:

6.1 **Parties in Possession.** At the time of Closing, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 **Mechanic's Lien.** (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 **Litigation.** There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

6.4 **Bills Paid.** At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 **Taxes.** While the Seller owned the Property, the Property was exempt from ad valorem taxes.

7. **Representations of the Buyer.** The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 **Authority.** The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by the Buyer herein.

7.2 **Non-Contravention.** The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 **Consents.** No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 **Bankruptcy.** The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 **Litigation.** There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

8. **Closing.** The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "***Closing***") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "***Approval Date***").

8.1 **Amount of Payment of Purchase Price.** The full amount of the Purchase Price shall be tendered to Seller at the Closing.

8.2 **Closing Costs.** Costs required to consummate the Closing shall be paid by the Parties as follows:

(a) The Buyer shall pay all costs required to consummate the Closing, including without limitation:

(i) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
(ii) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property; and
(iii) Any and all escrow fees.

(b) Buyer shall pay any and all real estate appraisal costs and survey fees.

(c) All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and the Seller as is customary in real estate transactions closing in El Paso, Texas.

8.3 **Conditions to the Seller's Obligation to Close.** The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's and Seller's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement in which the Earnest Money shall be returned to Buyer.

8.4 **Seller's Obligations.** At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

(a) The deed to the Property, in the form attached hereto as **Exhibit C** (the "***Deed***"), (subject to the Permitted Exceptions and the Seller's Reservations and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);

(b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;

(c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;

(d) The metes and bounds survey of the Seller's Reservations, if applicable; and
(e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

8.5 **Buyer's Obligations**. At the Closing, the Buyer shall:

(a) Pay the Purchase Price;

(b) Deliver any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and

(c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

8.6 **Possession.** Possession of the Property will be transferred to the Buyer at Closing.

8.7 **Broker's Fees**. To the extent permitted by law, each Party agrees to release, protect, indemnify, defend and hold the other harmless from and against any and all claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming by, through or under such Party.

9. **Default.**

9.1 **Default by the Buyer.** If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

9.2 **Default by the Seller.** If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

9.3 **Recoverable Damages.** The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or

knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

9.4 **Costs of Enforcement.** Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and reasonable attorney's fees.

9.5 **Return of Property Information.** If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 **Liability of Parties.** Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

10. **Miscellaneous.**

10.1 **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

SELLER: El Paso Water Utilities –Public Service Board
John E. Balliew, President/CEO
1154 Hawkins Drive
El Paso, Texas 79925

Copy to: El Paso Water Utilities
Attn: Alma De Anda
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, TX 79925
ADeAnda@epwater.org

BUYER: Magumo Darwin, LLC
Attn: Andy Moreno
4521 Shady Willow
El Paso, TX 79922
andy@monroedevco.com

Copy to: The Ehrlich Law Firm
Attn: William Ehrlich
444 Executive Center Blvd., Suite 240
El Paso, TX 79902
william@ehrlichlawfirm.com

10.2 **Entire Agreement/ Governing Law.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

10.3 **Time.** Time is of the essence of this Agreement and each and every provision hereof.

10.4 **Severability.** If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

10.5 **Survival of Provisions.** The terms contained in all of Section 1; Section 2; Section 3, Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 **Binding Effect.** This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 **"AS IS, WHERE IS".** THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON

ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.9 *[Intentionally Deleted]*

10.10 **Effective Date.** As used herein, "***Effective Date***" means the date this Agreement is receipted by the Title Company on the space provided for in this Agreement.

10.11 **Assignment.** The Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.

10.13 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

SELLER:

EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, for and on behalf of THE CITY OF EL PASO, a Texas municipal corporation

By: _____
John E. Balliew, P.E.
President/CEO
Executed on: 10/23/23

APPROVED AS TO FORM:

Michaela Ainsa
Senior Assistant General Counsel

APPROVED AS TO CONTENT:

Alma De Anda
Utility Land and Water Rights Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 23RD day of October, 2023, by John E. Balliew, P.E., President and CEO of the El Paso Water Utilities – Public Service Board.

Notary Public, State of Texas

My Commission Expires:
4/29/25

LUCY CALDERON
Notary Public, State of Texas
Comm. Expires APRIL 29, 2025
Notary ID # 219692-9

[Signatures Continue on the Following Page]

BUYER:

MAGUMO DARWIN, LLC,
a Texas limited liability company

By: _____
Andres Moreno, its Manager

Executed on: 10-19-23

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 19th day of october, 2023, by Andres Moreno, Manager of Magumo Darwin, LLC, a Texas limited liability company.

_____
Notary Public, State of Texas

My Commission Expires:

11-18-2026

JOHN A LUCIO
Notary Public, State of Texas
Comm. Expires 11-18-2026
Notary ID 13407336-7

This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the _____ day of _____, 2024, which shall be the ***Approval Date*** for the purpose described herein.

THE CITY OF EL PASO, TEXAS,
a Texas municipal corporation.

By _____
Colonel (Ret) Cary Westin
Interim City Manager

APPROVED AS TO FORM:

Roberta Brito
Roberta Brito
Senior Assistant City Attorney

This Agreement has been received and reviewed by the Title Company this the 24 day of October, 2023. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:
Del Sol Title

By: Lori Phillips
Its: Commercial Escrow Officer

EXHIBIT A
Legal Description of Property

7.006-acre parcel, more or less, legally described as Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, in the City of El Paso, Texas, El Paso County, Texas

Prepared for: El Paso Water
November 1, 2023

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing TX DOT brass disk monument on the point of intersection of southerly right of way line of North Loop Road (F.M. Highway No. 76) at Lot 3, Bonnie Anne Place, from which an existing TX DOT brass disk monument on the southerly right of way line of North Loop Road (F.M. Highway No. 76) bears North 35°29' 00"West a distance of 1125.75 feet; Thence along the southerly right of way line of North Loop Road, South 35°29' 00"East a distance of 442.35 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tract 3A3, Block 7, Ysleta Grant and the El Paso Humane Society property in clerks file no. 20040060035, Real Property Records of El Paso County, Texas, for the "True Point of Beginning".

Thence along the southerly right of way line of North Loop Road, South 35°29'00" East a distance of 114.60 feet to set ½" rebar with cap marked TX 5152 for the northeasterly corner of Tract 3A3, Block 7, North Loop Road;

Thence along the easterly line of Tract 3A3, Block 7, Ysleta Grant, South 62°12'00" West a distance of 318.69 feet to a set ½" rebar with cap marked TX 5152 on the easterly line of Tract 5A1, Block 7, Ysleta Grant;

Thence along said line, South 53°39' 00"West a distance of 132.39 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, South 36°21'00" East a distance of 8. 00feet to a point from which a found 5/8" rebar bears South 17°43'57" East a distance of 0.29 feet;

Thence along said line, South 53°39' 00"West a distance of 130.90 feet to a point from which a found ½" rebar bears, South 62°07'46" East a distance of 1.76 feet;

Thence along said line South 21°46'00" East a distance of 114.56 feet to a point from which a found ½" rebab bears, South 54°06'39" East a distance of 1.61 feet;

Thence along said line, South 55°47'00" West a distance of 341.70 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, South 08°56'00" West a distance of 286.80 feet to a point from which a found old rusted rebar bears, South 33°22'57" East a distance of 1.37 feet;

Thence along said line, South 44°50'00" West a distance of 15.93 feet to a point from which a found 1" disturbed pipe bears, South 37°04'42" East a distance of 1.65 feet on the southerly line of Tract 5A1, Block 7, Ysleta Grant;

Thence along said line North 37°46'00" West a distance of 165.21 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tract 5A1, Block 7, Ysleta Grant and lot 1, Block 1, Mission valley Elementary School;

Thence along said line the following 4 courses:

1. North 02°37'00" West a distance of 263.80 feet to a set ½" rebar with cap marked TX 5152;

2. North 18°15'00" East a distance of 275.10 feet to a set ½" rebar with cap marked TX 5152;

3. North 32°09'00" East a distance of 127.00 feet to a set ½" rebar with cap marked TX 5152;

4. North 47°54'00" East a distance of 136.56 feet to a point on the common line of Tracts 4C and 5A1, Block 7, Ysleta Grant from which a found 1" rebar bears, North 34°03'17" West a distance of 0.45 feet;

Thence along said line, North 56°51'00" East a distance of 136.16 feet to a point;

Thence along said line, North 71°12'00" East a distance of 166.60 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, North 83°57'00" East a distance of 96.00 feet to a set ½" rebar with cap marked TX 5152 on the common line of Tract 5A1, Block 7, Ysleta Grant and the El Paso Humane Society property in clerks file no. 20040060035, Real Property Records of El Paso County, Texas;

Thence along said line, South 33°22'41" East a distance of 117.74 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, North 54°31'00" East a distance of 177.76 feet to the "TRUE POINT OF BEGINNING" and containing 305,178 Square Feet or 7.0059 acres of land more or less.

Note: Above description prepared from a survey performed on May 3, 2023.

Ron R. Conde
R.P.L.S. No. 5152

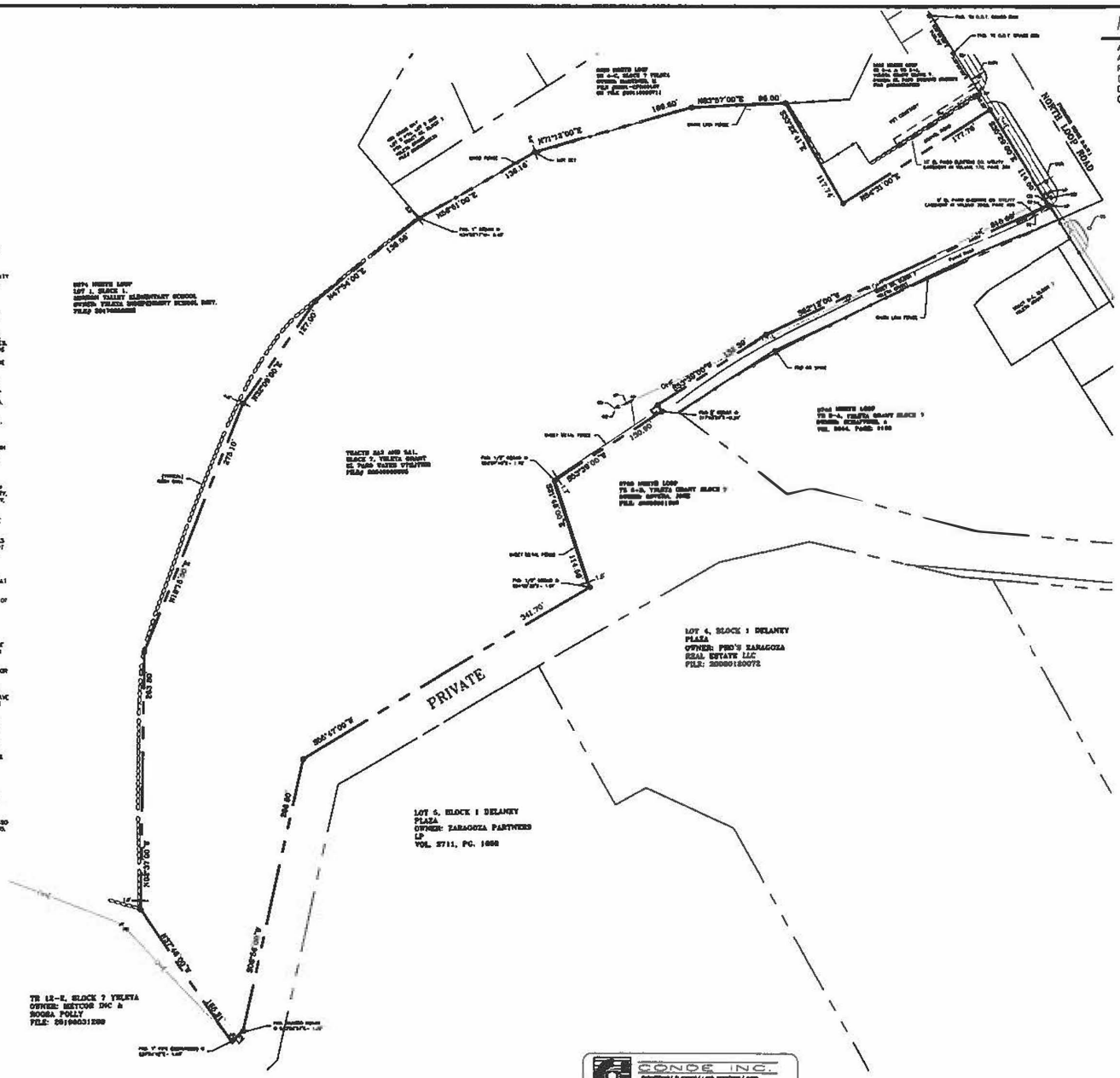
STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

PLAT OF SURVEY

A PORTION OF TRACTS 3A AND 5A, NOW KNOWN AS TRACTS 3A3 AND 5A1, BLOCK 7, YSLETA GRANT, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS. ACCORDING TO THE METES AND BOUNDS DESCRIPTION ATTACHED TO HEREON REFERENCED TITLE COMMITMENT

CONTAINING: 305,178 SQUARE FEET OR 7.0059 ACRES



SCALE 1"=50'

NOTES:

1. SUBJECT AREA ZONED: R-F.
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO 480214C0...C, DATED FEBRUARY 16, 2006. PROPERTY IS IN FLOOD HAZARD ZONE X
3. SCHEDULE B ITEMS LISTED BELOW PER SIERRA TITLE INSURANCE GUARANTY COMPANY, INC. COMMITMENT FOR TITLE INSURANCE OF NO. HP23-1116, EFFECTIVE DATE FEBRUARY 6, 2023. ISSUED ON FEBRUARY 17, 2023

10a. RIGHTS OF PARTIES IN POSSESSION

10b. ALL MATTERS EMANATING FROM THE ESTABLISHMENT OF THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT #1.

10c. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS, AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED

10d. EASEMENT GRANTED TO EL PASO ELECTRIC COMPANY AND MT/ STATES TELEPHONE AND TELEGRAPH COMPANY, BY ALFRED S. GRADEN, MAY 19, 1967, FILED FOR RECORD ON JUNE 12, 1967 IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS IN VOLUME 178, PAGE 330, OFFICIAL RECORDS EL PASO COUNTY, TEXAS, WITH MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY INTEREST TRANSFERRED TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 1731, PAGE 848, OFFICIAL RECORDS OF EL PASO COUNTY, TEXAS. (PLOTTED)

10e. EASEMENT GRANTED TO EL PASO ELECTRIC COMPANY, BY EL PASO COUNTY ANIMAL SHELTER, DATED APRIL 20, 1988, FILED FOR RECORD ON JUNE 2, 1988 IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS IN VOLUME 2000, PAGE 1, OFFICIAL RECORDS EL PASO COUNTY, TEXAS. (NOT APPLICABLE)

10f. EASEMENT GRANTED TO EL PASO ELECTRIC COMPANY, BY HUMANE SOCIETY OF EL PASO, DATED OCTOBER 16, 1995, FILED FOR RECORD ON APRIL 3, 1996 IN THE OFFICE OF THE COUNTY CLERK OF EL PASO COUNTY, TEXAS IN VOLUME 3033, PAGE 480, OFFICIAL RECORDS EL PASO COUNTY, TEXAS. (PLOTTED)

10g. EASEMENTS OR CLAIMS OF EASEMENTS WHICH ARE NOT A PART OF THE PUBLIC RECORD

10h. PRESCRIPTIVE RIGHTS FOR ROADS, PUBLIC OR PRIVATE, DITCHES, CANALS AND/OR UTILITIES WHICH ARE NOT A PART OF THE PUBLIC RECORD, BUT VISIBLE FROM AN INSPECTION OF THE PROPOSED INSURED LAND(S) OR REVEALED BY A PROPER SURVEY

10i. ANY UNRECORDED LEASES OR RENTAL AGREEMENTS, WRITTEN OR ORAL, TOGETHER WITH THE RIGHTS OF ANY TENANT THEREUNDER OR TENANT AT WILL.

10j. ANY CLAIM OR ALLEGATION THAT THE LAND DESCRIBED IN SCHEDULE A OF THIS POLICY, WAS CONVEYED IN VIOLATION OF V.A.T.C. LOCAL GOVERNMENT CODE, SECTIONS 212.004, ET SEQ. OR 232.001, OR IN VIOLATION OF ANY COUNTY OR MUNICIPAL ORDINANCE AFFECTING SUBDIVISIONS, OR ANY LOSS OF THE USE OF THE LAND BY REASON THEREOF

10k. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND

10l. ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND. HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF EL PASO COUNTY, TEXAS PRIOR TO THE DATE HEREOF.

10m. ANY AND ALL LIENS ARISING BY REASON OF UNPAID BILLS OR CLAIMS FOR WORK PERFORMED OR MATERIALS FURNISHED IN CONNECTION WITH IMPROVEMENTS PLACED, OR TO BE PLACED, UPON THE SUBJECT LAND. HOWEVER, THE COMPANY DOES INSURE THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THIS POLICY IF SUCH LIENS HAVE BEEN FILED WITH THE COUNTY CLERK OF EL PASO COUNTY, TEXAS PRIOR TO THE DATE HEREOF.

4. SET ½" REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHER WISE NOTED.
5. REFERENCE TEXAS DEPARTMENT OF TRANSPORTATION NORTH LOOP RIGHT OF WAY PROJECT PROJECT NO. 674-01-48 . ACCOUNT NO. 8024-08-[illegible] LIMITS FROM DELTA DR. TO MORENO BOULEVARD.

WARRANTY DEED FROM THE HUMANE SOCIETY OF EL PASO INC. TO EL PASO WATER UTILITIES PUBLIC SERVICE BOARD IN CLERKS FILE NO. [illegible], REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

SYMBOL LEGEND	
⊕	FOUND CONTROL POINT
◎	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
	UTILITY POLE
Ⓢ	SANITARY SEWER
	WATER METER
	POWER POLE
>	GUY WIRE
	TRAFFIC SIGN
☼	LIGHT POLE
	CABLE BOX
OHE	OVERHEAD ELECTRIC LINE

CONDE INC.

CERTIFICATION

5152

EXHIBIT B
Seller's Reservations & Disclosures

Reservations: Seller will reserve ground & surface water & mineral rights as set forth in the Special Warranty Deed attached hereto as Exhibit C.

Disclosures: N/A

EXHIBIT C
Deed

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date:_____

Grantor: **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and on behalf of THE CITY OF EL PASO, TEXAS**, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: Magumo Darwin, LLC
Attn: Adny Moreno
4521 Shady Willow
El Paso, TX 79922

Copy to: The Ehrlich Law Finn
Attn: William Ehrlich
444 Executive CenteR Blvd., Suite 240
william@ehrlichlawfir.com

Consideration: TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 7.006 acres, more or less, legally described as a portion of Tracts 3A and 5A, now known as 3A3 and 5A1, Block 7, Ysleta Grant, in the City of El Paso, El Paso County, Texas as more particularly described on Exhibit A attached hereto.

Severance of Surface Water and Groundwater Estate and Reservations from Conveyance:

Save and except:

Any rights to the use of surface water or Groundwater (including to any government or other permits) appurtenant or in any way related to the Property are reserved by and for the Seller. The surface water and Groundwater estate related to the Property are hereby severed from the Property and reserved by and for Grantor for all purposes. The groundwater estate shall include, without limitation, the groundwater related to the Property. The term "*Groundwater*" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property.

Exceptions to Conveyance and Warranty:

(1) All matters emanating from the establishment of the El Paso County Water Improvement District #1.

(2) Easement granted to El Paso Electric Company and Mt. States Telephone and Telegraph Company, by Alfred S. Braden, dated May 19, 1967, filed for record on June 12, 1967 in the Office of the County Clerk of El Paso County, Texas in Volume 170, Page 336, Official Records El Paso County, Texas, with Mountain States Telephone and Telegraph Company interest transferred to Southwestern Bell Telephone Company, recorded in Volume 1231, Page 646, Official Records of El Paso County, Texas.

(3) Easement granted to El Paso Electric Company, by El Paso County Animal Shelter, dated April 20, 1989, filed for record on June 2, 1989 in the Office of the County Clerk of El Paso County, Texas in Volume 2059, Page 1, Official Records El Paso County, Texas.

(4) Easement granted to El Paso Electric Company, by Humane Society of El Paso, dated October 18, 1995, filed for record on April 3, 1996 in the Office of the County Clerk of El Paso County, Texas in Volume 3033, Page 490, Official Records El Paso County, Texas.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Surface Water and Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Surface Water and Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

THE CITY OF EL PASO,
a Texas municipal corporation

By:

_____

Name: Cary Westin
Title: Interim City Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the_____, by Cary Westin, Interim City Manager of the City of El Paso.

_____

NOTARY PUBLIC, State of Texas

Exhibit A

7.006-acre parcel, more or less, legally described as a portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, in the City of El Paso, Texas
El Paso County, Texas

el paso WATER

An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 7.006 acres of land legally described as out of a portion of Tracts 3A and 5A, now known as Tracts 3A3 and 5A1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas.

January 3, 2023

Sale of Property- North Loop

- Magumo Darwin, LLC.
- $875,000.00

File #: 24-43, **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
El Paso Water, Alex Vidales, (915) 594-5636

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 0.11 acres of land legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, El Paso County, Texas.

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

DEPARTMENT: **The El Paso Water Utilities Public Service Board (EPWater)**

AGENDA DATE: **Introduction- 1/2/24**
Public Hearing - 1/17/24

CONTACT PERSON/PHONE: Alex Vidales, Assistant Utility Land and Water Rights Manager, 915.594.5636

DISTRICT(S) AFFECTED: 8

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey to RE Shipping Containers, LLC., approximately 0.11 acres of land legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, El Paso County, Texas.

(District 8) EPWater, Alex Vidales, Assistant Utility Land and Water Rights Manager, 915.594.5636

BACKGROUND / DISCUSSION:

The parcel of land is owned by the El Paso Water Utilities Public Service Board *("EPWater"),* for and on behalf of the City of El Paso, a Texas municipal corporation, as part of its water system (the *"System"*). On January 13, 2021, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of EPWater to obtain an appraisal of the property.

On April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended.

On November 8, 2023, the Public Service Board approved the sale of the above-mentioned land.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

Yes, the City Council approved a closely item related to this one.

On May 23, 2023, the City Council approved the sale of 0.12 acres of land to Casas Genesis, LLC through the real estate broker.

AMOUNT AND SOURCE OF FUNDING: N\A

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 0.11 ACRES OF LAND LEGALLY DESCRIBED AS THE NORTH 40 FEET OF LOTS 12 TO 16, MAP NO. 3, BLOCK 99, BASSETT'S ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the El Paso Water Utilities Public Service Board ***("EPWater")***, for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water utility system (collectively the ***"System"***); and,

WHEREAS, at its regular meeting on January 13, 2021, the Public Service Board determined approximately 0.11 acres of land legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, El Paso County, Texas (the "***Property***"), to be inexpedient to the water system and that the Property should be sold in accordance with state law; and,

WHEREAS, on April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended; and,

WHEREAS, on November 8, 2023, the Public Service Board approved and authorized the sale of the Property to RE Shipping Containers, LLC., for the sales price of $30,500.00 and adopted a Resolution making the finding as set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any and all necessary documents to complete the conveyance of the Property; and,

WHEREAS, the Property was appraised at its fair market value and the purchaser has agreed to pay with the highest purchase offer.

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 0.11 acres of land legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, El Paso County, Texas.

(Signatures begin on following page)

PASSED AND APPROVED this _____day of _____.

CITY OF EL PASO

_____
Oscar Leeser,
Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO FORM:

_____
Michaela Ainsa
Senior Assistant General Counsel

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date: _____.

Grantor: **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD THE CITY OF EL PASO, TEXAS**, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: **RE Shipping Containers, LLC**
2851 Pershing Dr.
El Paso, TX 79903

Consideration: TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 0.11 acres, legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, an addition to the City of El Paso, El Paso County, Texas.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

(1) The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater.

(2) Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

(3) All leases, grants, exceptions, or reservations of coal, ignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records. There may be leases, grants, exceptions, or reservations of mineral interest that are not listed.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

(*Signature page and exhibits follow*.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

THE CITY OF EL PASO,
a Texas municipal corporation

By: _____
Name: Cary Westin
Title: Interim City Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, by Cary Westin, Interim City Manager of the City of El Paso.

_____
NOTARY PUBLIC, State of Texas

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this *"Agreement")* is entered into by and between THE EL PASO WATER UTILITIES- PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (the "***Seller***" or "***EPWater***") and RE Shipping Containers, LLC., (the "***Buyer***"). The Seller and the Buyer may be referred to individually herein as a "***Party***" and collectively as the "***Parties***".

RECITALS

WHEREAS, the Seller owns the property described below; and

WHEREAS, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and

WHEREAS, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code Chapter 253; and

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Description of Property.** The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in El Paso County, Texas:

> An approximately 0.11 acre parcel, legally described as The North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, Texas, El Paso County, Texas, such portion being legally described in **Exhibit A,** attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, except such easements necessary for the operation of the EPWater water, wastewater, stormwater or drainage utility systems, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "***Property***").

1.1 **Seller's Reservations & Disclosures.** The Property will be conveyed to the Buyer at Closing subject to certain exceptions by the Seller, as more particularly identified on **Exhibit B,** attached hereto and incorporated fully herein (the "***Seller's Reservations and Disclosures***") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.

In addition, the Property will be conveyed to the Buyer at Closing subject to known disclosures, as more particularly identified on **Exhibit B**, attached hereto and incorporated fully herein.

1.2 **Reliance on the Buyer's Own Diligence.** It is acknowledged and agreed that the

Buyer has conducted and is relying solely on its own due diligence concerning the Property, including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

1.3 **Easements.** The Property shall be conveyed to the Buyer subject to all easements, whether of record or not, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

1.4 **Surface Water and Groundwater.** Any rights to the use of surface water (including to any government or other permits) appurtenant or in any way related to the Property are reserved by and for the Seller. In addition, the entire groundwater estate related the Property, including without limitation, the Groundwater (as defined herein below) and Groundwater Rights (as defined herein below) are reserved by and for the Seller. The term "***Groundwater***" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property. The term "***Groundwater Rights***" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to take all usual, necessary, and convenient means to use the surface of the Property for access to and to explore for, develop, treat, produce, and transport the Groundwater; and (3) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that may be necessary for the full and unfettered exercise of the Seller's rights therein. For the avoidance of doubt, Buyer shall not have the right to drill a well and/or produce therefrom any quantity of groundwater.

1.5 **Utility Connections and Modifications.** Buyer shall be solely responsible for the costs of all on-site and off-site extensions, relocations, easements, replacements, or adjustments of water, sanitary sewer, and appurtenances, and for all utility connections including without limitation public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services necessitated by and attributable to the proposed subdivision improvement plans, or to otherwise provide service lines to the Property.

2. **Purchase Price.** The purchase price for the Property shall be Thirty Thousand Five Hundred U.S. Dollars and Zero Cents, ($30,500.00) (the "***Purchase Price***").

2.1 **Payable at Closing.** The full Purchase Price shall be tendered to Seller at Closing.

2.2 **Earnest Money**. Buyer shall pay Seller in the amount of One Thousand Five-Hundred Twenty Five U.S. Dollars and Zero Cents, ($1,525.00) (the "***Earnest Money***") with Jannette Coon of WestStar Title (the "***Escrow Agent***") no more than five (5) business days after the Effective Date as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when Closing occurs.

2.3 **Earnest Money Deposit.** The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

3. **Inspection Period**. For period of thirty (30) days, beginning on the Effective Date (the "***Inspection Period***"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 **Access**. Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer's employees and agents will have the right to enter the Property to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before to entering onto the Property at any time prior to Closing.

3.2 **Termination During Inspection Period**. Buyer may terminate this Agreement for any reason by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money Deposit, less the Independent Consideration, shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. **Survey**. If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within twenty (20) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. **Title Binder**. Within twenty (20) business days after the Effective Date, Buyer will, at Buyer's expense, deliver or cause to be delivered to Seller a title commitment covering the Property from Del Sol Title (the "***Title Company***"), binding the Title Company to issue an Owner's Policy of Title Insurance ("***Owner's Policy***") with respect to the Property in the full amount of the Purchase Price at the Closing (the "***Title Binder***"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer's receipt of the same.

5.1 **Buyer's Approval of Title**. Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("***Non-Permitted Encumbrances***"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "***Permitted Exceptions***"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 **Compliance**. In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. **Representations of the Seller.** The Seller hereby represents, to the extent allowed by law, to the Buyer, that, to its actual knowledge, the following are true in all material respects:

6.1 **Parties in Possession.** At the time of Closing, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 **Mechanic's Lien.** (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 **Litigation.** There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

6.4 **Bills Paid.** At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 **Taxes.** While the Seller owned the Property, the Property was exempt from ad valorem taxes.

7. **Representations of the Buyer.** The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 **Authority.** The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by the Buyer herein.

7.2 **Non-Contravention.** The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 **Consents.** No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 **Bankruptcy.** The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 **Litigation.** There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

8. **Closing.** The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "***Closing***") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "***Approval Date***").

8.1 **Amount of Payment of Purchase Price.** The full amount of the Purchase Price shall be tendered to Seller at the Closing.

8.2 **Closing Costs.** Costs required to consummate the Closing shall be paid by the Parties as follows:

(a) The Buyer and Seller shall evenly split the payment of all costs required to consummate the Closing, including without limitation

(i) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
(ii) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property; and
(iii) Any and all escrow fees.

(b) Buyer shall pay any and all real estate appraisal costs and survey fees.

(c) All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and the Seller as is customary in real estate transactions closing in El Paso, Texas.

8.3 **Conditions to the Seller's Obligation to Close.** The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement.

8.4 **Seller's Obligations.** At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

(a) The deed to the Property, in the form attached hereto as **Exhibit C** (the "***Deed***"), (subject to the Permitted Exceptions and the Seller's Reservations and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);

(b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;

(c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;

(d) The metes and bounds survey of the Seller's Reservations, if applicable; and

(e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

8.5 **Buyer's Obligations**. At the Closing, the Buyer shall:

(a) Pay the Purchase Price;

(b) Deliver any other document or instrument reasonably necessary or required to consummate

the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and

(c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

8.6 **Possession.** Possession of the Property will be transferred to the Buyer at Closing.

8.7 **Broker's Fees**. To the extent permitted by law, each Party agrees to release, protect, indemnify, defend and hold the other harmless from and against any and all claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming by, through or under such Party.

9. **Default.**

9.1 **Default by the Buyer.** If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

9.2 **Default by the Seller.** If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

9.3 **Recoverable Damages.** The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

9.4 **Costs of Enforcement.** Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and reasonable attorney's fees.

9.5 **Return of Property Information.** If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 **Liability of Parties**. Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

10. **Miscellaneous.**

10.1 **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

SELLER: El Paso Water Utilities –Public Service Board
John E. Balliew, President/CEO
1154 Hawkins Drive
El Paso, Texas 79925

Copy to: El Paso Water Utilities
Attn: Alma De Anda
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, TX 79925
ADeAnda@epwater.org

BUYER: RE Shipping Containers, LLC
Attn: Edwardo Antonio Rangel
2851 Pershing Dr.
El Paso, TX 79903
erangel68@gmail.com

10.2 **Entire Agreement/ Governing Law.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

10.3 **Time.** Time is of the essence of this Agreement and each and every provision hereof.

10.4 **Severability.** If any provision of this Agreement shall be invalid, illegal, or

unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

10.5 **Survival of Provisions.** The terms contained in all of Section 1; Section 2; Section 3, Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 **Binding Effect.** This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 **"AS IS, WHERE IS".** THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.9 [*Intentionally Deleted]*

10.10 **Effective Date.** As used herein, "***Effective Date***" means the date this Agreement is receipted by the Title Company on the space provided for in this Agreement.

10.11 **Assignment.** The Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.

10.13 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

SELLER:

EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, for and on behalf of THE CITY OF EL PASO, a Texas municipal corporation

By: _____
John E. Balliew, P.E.
President/CEO
Executed on: 11/17/23

APPROVED AS TO FORM:

Michaela Ainsa
Senior Assistant General Counsel

APPROVED AS TO CONTENT:

Alma De Anda
Utility Land and Water Rights Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 17th day of November 2023, by John E. Balliew, P.E., President and CEO of the El Paso Water Utilities – Public Service Board.

_____
Notary Public, State of Texas

My Commission Expires:
08-12-2024

IVONNE B ORTEGA
NOTARY PUBLIC
ID# 13261800-5
in and for the State of Texas
My commission expires
08-12-2024

[Signatures Continue on the Following Page]

BUYER:

By: Edwardo Antonio Rangel

Title: Buyer

Executed on: 09/27/2023

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 27th day of September 2023, by Eduardo Antonio Rangel of _____.

Notary Public, State of Texas

My Commission Expires:

June 16, 2027

ROSA MARIA DOMINGUEZ
My Notary ID # 128646955
Expires June 16, 2027

EPWater Sale

This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the _____ day of _____, 2023, which shall be the ***Approval Date*** for the purpose described herein.

THE CITY OF EL PASO, TEXAS,
a Texas municipal corporation,

By: _____
Cary Westin
Interim City Manager

APPROVED AS TO FORM:

Roberta Brito
_____
Roberta Brito
Senior Assistant City Attorney

This Agreement has been received and reviewed by the Title Company this the 15th day of November, 2023. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:
WestStar Title, LLC

By: Jamey Coon
Its: SVP

EXHIBIT A
Legal Description of Property

An approximately 0.11-acre parcel, legally described as The North 40 feet of Lots 12 to 16, Map No. 3 Bassett's Addition, City of El Paso, Texas, El Paso County, Texas

EXHIBIT B
Seller's Reservations & Disclosures

Reservations: Seller will reserve ground & surface water.

Disclosures: N/A

EXHIBIT C
Deed

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date: _____.

Grantor: **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD THE CITY OF EL PASO, TEXAS**, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: **RE Shipping Containers, LLC**
2851 Pershing Dr.
El Paso, TX 79903

Consideration: TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 0.11 acres, legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, an addition to the City of El Paso, El Paso County, Texas.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

(1) The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater.

(2) Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

(3) All leases, grants, exceptions, or reservations of coal, ignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records. There may be leases, grants, exceptions, or reservations of mineral interest that are not listed.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

THE CITY OF EL PASO,
a Texas municipal corporation

By: _____
Name: Cary Westin
Title: Interim City Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, by Cary Westin, Interim City Manager of the City of El Paso.

_____
NOTARY PUBLIC, State of Texas

el paso WATER

An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 0.11 acres of land legally described as the North 40 feet of Lots 12 to 16, Map No. 3, Block 99, Bassett's Addition, City of El Paso, El Paso County, Texas.

January 3, 2023

Sale of Property- Maple Street

- RE Shipping Containers, LLC.
- $30,500.00

File #: 24-44, **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
El Paso Water, Alex Vidales, (915) 594-5636

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 0.025 acres of land legally described as Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas.

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

DEPARTMENT: **El Paso Water Utilities Public Service Board (EPWater)**

AGENDA DATE: **Introduction - 1/2/24**
Public Hearing - 1/17/24

CONTACT PERSON/PHONE: Alex Vidales, EPWater Assistant Utility Land and Water Rights Manager, 915.594.5636

DISTRICT(S) AFFECTED: 1

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey to Raymundo J. Hinojos, approximately 0.025 acres of land legally described as Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas.

(District 1) EPWater, Alex Vidales, Assistant Utility Land and Water Rights Manager, 915.594.5636.

BACKGROUND / DISCUSSION:

The parcel of land is owned by the El Paso Water Utilities Public Service Board *("EPWater"),* for and on behalf of the City of El Paso, a Texas municipal corporation, as part of its water system *(the "System").* On January 13, 2021, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of EPWater to obtain an appraisal of the property.

On April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended; and,

On March 8, 2023, the Public Service Board approved and authorized the sale of the Property to a different buyer; and,

On May 23, 2023, City Council approved Ordinance No. 019504 authorizing a Purchase and Sale Agreement for the same 0.025 acres to a different buyer; and,

The sale contemplated by Ordinance No. 019504 was terminated prior to Closing pursuant to the terms of the Agreement; and,

On November 8, 2023, the Public Service Board approved the sale of the above-mentioned land.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

Yes, the City Council previously considered this item.

On May 23, 2023, the City Council approved Ordinance No. 019504 authorizing a Purchase and Sale Agreement for the same 0.025 acres to a different buyer.

The sale contemplated by Ordinance No. 019504 was terminated prior to Closing pursuant to the terms of the Agreement.

AMOUNT AND SOURCE OF FUNDING: N\A

BOARD / COMMISSION ACTION:

On March 8, 2023, the Public Service Board approved and authorized the sale of the Property to a different buyer.

On November 8, 2023, the Public Service Board approved the sale of the land through the real estate broker.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 0.025 ACRES OF LAND LEGALLY DESCRIBED AS LOT 25, BLOCK 3, COLONIA MIRAMONTE ADDITION UNIT ONE, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the El Paso Water Utilities Public Service Board ***("EPWater")***, for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water utility system (collectively the ***"System"***); and,

WHEREAS, at its regular meeting on January 13, 2021, the Public Service Board determined approximately 0.025 acres of land legally described as Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas (the "***Property***"), to be inexpedient to the water system and that the Property should be sold in accordance with state law; and,

WHEREAS, on April 13, 2022, the Public Service Board approved the sale of the land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended; and,

WHEREAS, on March 8, 2023, the Public Service Board approved and authorized the sale of the Property to a different buyer; and,

WHEREAS, on May 23, 2023, City Council approved Ordinance No. 019504 authorizing a Purchase and Sale Agreement for the same 0.025 acres to a different buyer; and,

WHEREAS, the sale contemplated by Ordinance No. 019504 was terminated prior to Closing pursuant to the terms of the Agreement; and,

WHEREAS, on November 8, 2023, the Public Service Board approved and authorized the sale of the Property to Raymundo J. Hinojos, for the sales price of $8,000.00 and adopted a Resolution making the finding as set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any and all necessary documents to complete the conveyance of the Property; and,

WHEREAS, the Property was appraised at its fair market value and the purchaser has agreed to pay with the highest purchase offer,

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 0.025 acres of land legally described as Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas.

ADOPTED this _____day of_____.

CITY OF EL PASO

_____
Oscar Leeser,
Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO FORM:

Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NUMBER _____

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date:_____.

Grantor: **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and on behalf of THE CITY OF EL PASO, TEXAS**, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: Raymundo J. Hinojos
559 Pinar del Rio
El Paso, TX 79932

Consideration: TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 0.025 acres, Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas, such portion being described in **Exhibit A**, attached hereto and incorporated herein for all purposes.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

(1) The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having

jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater.

Exceptions to Conveyance and Warranty:

(1) All leases, grants, exceptions, or reservations of coal, ignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records. There may be leases, grants, exceptions, or reservations of mineral interest that are not listed.

(2) Restrictive Covenants recorded in/under Volume 1005, Page 1055, amended in Volume 1435, Page 669, Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

(3) Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

(4) Matters set forth on the subdivision plat, including but not limited to building set back lines, easements for public utilities, and easements for buried service wires, conduits, etc., with the right to ingress and egress for service, shown on the recorded plat of said addition in Volume 53, Page 30, Real Property Records, El Paso County, Texas. Said easements being 5 feet in width across the rear and a 10 feet in width along the front property lines of subject property.

(5) Mineral Deed from TERMINAL BUILDING CORPORATION OF TEXAS to OIL DEVELOPMENT COMPANY OF TEXAS, for all oil, gas sulphur and minerals below 100 feet of surface, in Volume 50, Page 1394, Real Property Records, El Paso County, Texas.

(6) Rights-of-way Easement for roads and ditches on , around and/or across subject property, in favor of the UNITED STATES BUREAU OF RECLAMATION under the Reclamation Act of 1902 and amendments thereto, as further amended by Deed Without Warranty dated January 19, 1996, in favor of EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, of record in Volume 3002, Page 1025, Real Property Records, El Paso County, Texas.

(7) This property lies within the irrigation water district controlled by the EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, which does not require any municipal utility district notices.

(8) All lots on plat subject to on-site ponding of storm waters, as set out on plat of subdivision recorded in Volume 53, Page 30, Real Property Records, El Paso County, Texas.

(9) Transfer of water rights to CITY OF EL PASO-PUBLIC SERVICE BOARD, for a term specified therein, of record in Volume 1021, Page 2054, refiled in Volume 2282, Page 587, Real Property Records, El Paso County, Texas.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

(*Signature page and exhibits follow*.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

THE CITY OF EL PASO,
a Texas municipal corporation

By:_____
Name: Cary Westin
Title: Interim City Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, by Carin Westin, Interim City Manager of the City of El Paso.

_____
NOTARY PUBLIC, State of Texas

EXHIBIT A

Legal Description of the Property

Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "***Agreement***") is entered into by and between THE EL PASO WATER UTILITIES- PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (the "***Seller***" or "***EPWater***") and Raymundo J. Hinojos (the "***Buyer***"). The Seller and the Buyer may be referred to individually herein as a "***Party***" and collectively as the "***Parties***".

RECITALS

WHEREAS, the Seller owns the property described below; and

WHEREAS, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and

WHEREAS, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code Chapter 253; and

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Description of Property.** The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in El Paso County, Texas:

> An approximately 0.025 acre parcel, legally described as Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas, such portion being described in **Exhibit A,** attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, except such easements necessary for the operation of the EPWater water, wastewater, stormwater or drainage utility systems, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "***Property***").

1.1 **Seller's Reservations & Disclosures.** The Property will be conveyed to the Buyer at Closing subject to certain exceptions by the Seller, as more particularly identified on **Exhibit B,** attached hereto and incorporated fully herein (the "***Seller's Reservations and Disclosures***") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.

In addition, the Property will be conveyed to the Buyer at Closing subject to known disclosures, as more particularly identified on **Exhibit B**, attached hereto and incorporated fully herein.

1.2 **Reliance on the Buyer's Own Diligence.** It is acknowledged and agreed that the Buyer has conducted and is relying solely on its own due diligence concerning the Property, including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

1.3 **Easements.** The Property shall be conveyed to the Buyer subject to all easements, whether of record or not, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

1.4 **Surface Water and Groundwater.** Any rights to the use of surface water (including to any government or other permits) appurtenant or in any way related to the Property are reserved by and for the Seller. In addition, the entire groundwater estate related the Property, including without limitation, the Groundwater (as defined herein below) and Groundwater Rights (as defined herein below) are reserved by and for the Seller. The term "***Groundwater***" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property. The term "***Groundwater Rights***" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to take all usual, necessary, and convenient means to use the surface of the Property for access to and to explore for, develop, treat, produce, and transport the Groundwater; and (3) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that may be necessary for the full and unfettered exercise of the Seller's rights therein. For the avoidance of doubt, Buyer shall not have the right to drill a well and/or produce therefrom any quantity of groundwater.

1.5 **Utility Connections and Modifications.** Buyer shall be solely responsible for the costs of all on-site and off-site extensions, relocations, easements, replacements, or adjustments of water, sanitary sewer, and appurtenances, and for all utility connections including without limitation public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services necessitated by and attributable to the proposed subdivision improvement plans, or to otherwise provide service lines to the Property.

2. **Purchase Price.** The purchase price for the Property shall be Eight Thousand Dollars and Zero Cents, ($8,000.00) (the "***Purchase Price***").

2.1 **Payable at Closing.** The full Purchase Price shall be tendered to Seller at Closing.

2.2 **Earnest Money**. Seller shall pay Buyer in the amount of Four Hundred Dollars and Zero Cents, ($400.00) (the "***Earnest Money***") with Janette Coon of WestStar Title (the "***Escrow Agent***") no more than five (5) business days after the Effective Date as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when Closing occurs.

2.3 **Earnest Money Deposit**. The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

3. **Inspection Period**. For period of thirty (30) days, beginning on the Effective Date (the "***Inspection Period***"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 **Access**. Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer's employees and agents will have the right to enter the Property to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before to entering onto the Property at any time prior to Closing.

3.2 **Termination During Inspection Period**. Buyer may terminate this Agreement by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money Deposit, less the Independent Consideration, shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. **Survey**. If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within twenty (20) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. **Title Binder**. Within twenty (20) business days after the Effective Date, Buyer will, at Buyer's expense, deliver or cause to be delivered to Seller a title commitment covering the Property from WestStar Title (the "***Title Company***"), binding the Title Company to issue an Owner's Policy of Title Insurance ("***Owner's Policy***") with respect to the Property in the full amount of the Purchase Price at the Closing (the "***Title Binder***"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer's receipt of the same.

5.1 **Buyer's Approval of Title**. Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("***Non-Permitted Encumbrances***"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "***Permitted Exceptions***"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 **Compliance**. In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. **Representations of the Seller.** The Seller hereby represents, to the extent allowed by law, to the Buyer, that, to its actual knowledge, the following are true in all material respects:

6.1 **Parties in Possession.** At the time of Closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 **Mechanic's Lien.** (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 **Litigation.** There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

6.4 **Bills Paid.** At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 **Taxes.** While the Seller owned the Property, the Property was exempt from ad valorem taxes.

7. **Representations of the Buyer.** The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 **Authority.** The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by the Buyer herein.

7.2 **Non-Contravention.** The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 **Consents.** No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 **Bankruptcy.** The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 **Litigation.** There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

8. **Closing.** The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "***Closing***") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "***Approval Date***").

8.1 **Amount of Payment of Purchase Price.** The full amount of the Purchase Price shall be tendered to Seller at the Closing.

8.2 **Closing Costs.** Costs required to consummate the Closing shall be paid by the Parties as follows:

(a) The Buyer and Seller shall evenly split the payment of all costs required to consummate

the Closing, including without limitation:

(i) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;

(ii) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property; and

(iii) Any and all escrow fees.

(b) Buyer shall pay any and all real estate appraisal costs and surveys fees.

(c) All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and the Seller as is customary in real estate transactions closing in El Paso, Texas.

8.3 **Conditions to the Seller's Obligation to Close.** The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement.

8.4 **Seller's Obligations.** At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

(a) The deed to the Property, in the form attached hereto as **Exhibit C** (the "***Deed***"), (subject to the Permitted Exceptions and the Seller's Reservations and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);

(b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;

(c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;

(d) The metes and bounds survey of the Seller's Reservations, if applicable; and

(e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

8.5 Buyer's **Obligations**. At the Closing, the Buyer shall:

(a) Pay the Purchase Price;

(b) Deliver any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and

(c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

8.6 **Possession**. Possession of the Property will be transferred to the Buyer at Closing.

8.7 **Broker's Fees**. To the extent permitted by law, each Party agrees to release, protect, indemnify, defend and hold the other harmless from and against any and all claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming by, through or under such Party.

9. **Default.**

9.1 **Default by the Buyer.** If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

9.2 **Default by the Seller.** If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

9.3 **Recoverable Damages.** The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

9.4 **Costs of Enforcement.** Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and

reasonable attorney's fees.

9.5 **Return of Property Information.** If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 **Liability of Parties**. Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

10. **Miscellaneous.**

10.1 **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

SELLER: El Paso Water Utilities –Public Service Board
John E. Balliew, President/CEO
1154 Hawkins Drive
El Paso, Texas 79925

Copy to: El Paso Water Utilities
Attn: Alma DeAnda
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, TX 79925
ADeAnda@epwater.org

BUYER: Raymundo J. Hinojos
559 Pinar del Rio
El Paso, TX 79932

10.2 **Entire Agreement/ Governing Law.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

10.3 **Time.** Time is of the essence of this Agreement and each and every provision hereof.

10.4 **Severability.** If any provision of this Agreement shall be invalid, illegal, or

unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

10.5 **Survival of Provisions.** The terms contained in all of Section 1; Section 2; Section 3, Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 **Binding Effect.** This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 **"AS IS, WHERE IS".** THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.9 *[Intentionally Deleted]*

10.10 **Effective Date.** As used herein, "***Effective Date***" means the date this Agreement is receipted by the Title Company on the space provided for in this Agreement.

10.11 **Assignment.** The Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.

10.13 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

SELLER:

EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, for and on behalf of THE CITY OF EL PASO, a Texas municipal corporation

By: _____
John E. Balliew
President/CEO
Executed on: 11/17/23

APPROVED AS TO FORM:

Michaela Ainsa
Senior Assistant General Counsel

APPROVED AS TO CONTENT:

Alma De Anda
Utility Land and Water Rights Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 17th day of November, 2023, by John E. Balliew, President and CEO of the El Paso Water Utilities – Public Service Board.

_____
Notary Public, State of Texas

My Commission Expires:
08-12-2024

IVONNE B ORTEGA
NOTARY PUBLIC
ID# 13261800-5
In and for the State of Texas
My commission expires
08-12-2024

[Signatures Continue on the Following Page]

BUYER:

Ray Hinojos

By: Ray Hinojos

Executed on: 10/24/23

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 24 day of OCTOBER, 2023, by Raymundo J. Hinojos, N/A of N/A.

Notary Public, State of Texas

My Commission Expires:

11-18-2026

JOHN A LUCIO
Notary Public, State of Texas
Comm. Expires 11-18-2026
Notary ID 13407336-7

This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the ___ day of _____, which shall be the ***Approval Date*** for the purpose described herein.

THE CITY OF EL PASO, TEXAS,
a Texas municipal corporation,

By: _____
Cary Westin
Interim City Manager

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

This Agreement has been received and reviewed by the Title Company this the _____ day of _____, 2023. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:
WesStar Title

By: _____
Its: SVP

<u>EXHIBIT A</u>
Legal Description of Property

Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas

EXHIBIT B
Seller's Reservations & Disclosures

Reservations: 75-year Water Rights Contract (#3406 and #91687 dated 8/31/1979, Seller reserves ground & surface water and mineral rights.

Disclosures: At Buyer's sole expense, possible associated re-platting fees

EXHIBIT C
Deed

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date:_____.

Grantor: **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and on behalf of THE CITY OF EL PASO, TEXAS**, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: Raymundo J. Hinojos
559 Pinar del Rio
El Paso, TX 79932

Consideration: TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 0.025 acres, Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas, such portion being described in **Exhibit A**, attached hereto and incorporated herein for all purposes.

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

(1) The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having

Exceptions to Conveyance and Warranty:

(1) All leases, grants, exceptions, or reservations of coal, ignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records. There may be leases, grants, exceptions, or reservations of mineral interest that are not listed.

(2) Restrictive Covenants recorded in/under Volume 1005, Page 1055, amended in Volume 1435, Page 669, Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

(3) Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

(4) Matters set forth on the subdivision plat, including but not limited to building set back lines, easements for public utilities, and easements for buried service wires, conduits, etc., with the right to ingress and egress for service, shown on the recorded plat of said addition in Volume 53, Page 30, Real Property Records, El Paso County, Texas. Said easements being 5 feet in width across the rear and a 10 feet in width along the front property lines of subject property.

(5) Mineral Deed from TERMINAL BUILDING CORPORATION OF TEXAS to OIL DEVELOPMENT COMPANY OF TEXAS, for all oil, gas sulphur and minerals below 100 feet of surface, in Volume 50, Page 1394, Real Property Records, El Paso County, Texas.

(6) Rights-of-way Easement for roads and ditches on , around and/or across subject property, in favor of the UNITED STATES BUREAU OF RECLAMATION under the Reclamation Act of 1902 and amendments thereto, as further amended by Deed Without Warranty dated January 19, 1996, in favor of EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, of record in Volume 3002, Page 1025, Real Property Records, El Paso County, Texas.

(7) This property lies within the irrigation water district controlled by the EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1, which does not require any municipal utility district notices.

(8) All lots on plat subject to on-site ponding of storm waters, as set out on plat of subdivision recorded in Volume 53, Page 30, Real Property Records, El Paso County, Texas.

(9) Transfer of water rights to CITY OF EL PASO-PUBLIC SERVICE BOARD, for a term specified therein, of record in Volume 1021, Page 2054, refiled in Volume 2282, Page 587, Real Property Records, El Paso County, Texas.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

(*Signature page and exhibits follow*.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

THE CITY OF EL PASO,
a Texas municipal corporation

By:_____
Name: Cary Westin
Title: Interim City Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____,
by Carin Westin, Interim City Manager of the City of El Paso.

_____
NOTARY PUBLIC, State of Texas

EXHIBIT A

Legal Description of the Property

Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas

el paso WATER

An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 0.025 acres of land legally described as Lot 25, Block 3, Colonia Miramonte Addition Unit One, City of El Paso, El Paso County, Texas.

January 3, 2023

Sale of Property- Pinar Del Rio

- Raymundo J. Hinojos
- $8,000.00

File #: 24-92, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Parkhill, Smith & Cooper, Inc., a Texas Corporation, for a project known as "EPIA Reconstruction of Taxiway Golf, Relocation of Taxiway M, General Ramp Reconstruction Rebid - Construction Management & Inspection Services" for an amount not to exceed $2,428,187.00; and 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 $2,528,187.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the agreement.

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

AGENDA DATE:	01/17/2024
PUBLIC HEARING DATE:	N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER:	Yvette Hernandez, P.E., City Engineer (915) 212-0065
DISTRICT(S) AFFECTED:	All
STRATEGIC GOAL:	No. 1. Create an Environment Conducive to Strong, Sustainable Economic Development
SUBGOAL:	1.4: Grow the core business of air transportation

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Parkhill, Smith & Cooper, Inc., a Texas Corporation, for a project known as "EPIA Reconstruction of Taxiway Golf, Relocation of Taxiway M, General Ramp Reconstruction Rebid – Construction Management & Inspection Services" for an amount not to exceed $2,428,187.00; and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount 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 $2,528,187.00; 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 construction management services for three (3) airfield projects at the El Paso International Airport. The projects include Taxiway Golf Reconstruction, Taxiway M Relocation, and the General Aviation Ramp Rehabilitation. Due to the close proximity and timing of all three projects, a single construction management team was selected. Taxiway Golf project consist of a full depth taxiway pavement. Project also includes taxiway edge lighting, guidance sign system improvements and drainage enhancements. Taxiway M project consist of construction improvements that include the relocation of Taxiway M to the runway threshold to allow ease of access to Runway 8R from the cargo apron. Project also includes taxiway edge lighting and guidance sign system improvements along east and west sides of the taxiway. The GA Rehabilitation project consist of the reconstruction of aging and failing pavement conditions, and drainage deficiencies of this portion of the airfield. The project area includes the Corporate Hangar Taxi lane, Military Ramp, Customs Ramp, and the fuel access road. Total project area is over 120,000 square yards and includes new pavement construction at the corporate hangar aprons, pavement reconstruction, pavement rehabilitation via mill and overlay, drainage improvements, and utility adjustments per FAA specifications.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: $2,428,187.00 (TOTAL)
Funding Source: FAA Grant and Airport Enterprise
Account: G62A234901 - 562-62330-580260-3080/3010

Revised 04/09/2021

TWY G
Amount: $647,422.00
Funding Source: FAA Grant and Airport Enterprise
Account: G62A234901 - 562-62330-580260-3080/3010

TWY M
Amount: $929,323.00
Funding Source: FAA Grant and Airport Enterprise
Account: G62A193901 - 562-62330-580260-3080/3010

General Aviation Ramp
Amount: $851,442.00
Funding Source: FAA Grant and Airport Enterprise
Account: G62A234902 - 562-62330-580260-3080/3010

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _x__ YES ___NO

PRIMARY DEPARTMENT: El Paso International Airport
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD: Yvette Hernandez

Yvette Hernandez, P.E., City Engineer

Revised 04/09/2021

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 Parkhill, Smith & Cooper, Inc., a Texas Corporation, for a project known as "EPIA Reconstruction Of Taxiway Golf, Relocation Of Taxiway M, General Aviation Ramp Reconstruction Rebid - Construction Management & Inspection Services" for an amount not to exceed $2,428,187.00; 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 $2,528,187.00; 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 _____ 2024.

CITY OF EL PASO:

_____
Oscar Leeser, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
_____
Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
_____
Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORE SUMMARY

Solicitation #2023-0699R
Construction Management & Inspection Services for El Paso International Airport Reconstruction of TWY G, Relocation of TWY M, General Aviation Ramp Reconstruction Rebid

Consultant	Broaddus & Associates	JMT	Parkhill				
Rater 1	36	68	73				
Rater 2	59	79	82				
Rater 3	36	68	73				
References	8.5	9.9	9.9				
Total Score:	**140**	**225**	**238**				

Rankings	Consultant
1	Parkhill
2	JMT
3	Broaddus & Associates

THE STATE OF TEXAS)
) **AN AGREEMENT FOR**
COUNTY OF EL PASO) **PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2024 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 Parkhill, Smith & Cooper, Inc, a Texas Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as "EPIA Reconstruction of Taxiway Golf, Relocation of Taxiway M, General Aviation Ramp Reconstruction Rebid - Construction Management & Inspection Services", 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
Attachment "F"	Federal Aviation Administration (FAA) provisions

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 $2,428,187.00 for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".** Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is $12,838,416, 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, **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, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to

submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the

Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for 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:	Parkhill, Smith & Cooper, Inc. Attn: Mark Haberer, PE, CM 501 W. San Antonio Avenue El Paso, TX 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Cary Westin
Interim 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 _____, 2024, by **Cary Westin,** as **Interim 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: Mark Haberer
Title: Principal-in-Charge

ACKNOWLEDGEMENT

THE STATE OF TX §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 22 day of December, 2023, by Mark Haberer, Principal-in-Charge, on behalf of Consultant.

_____
Notary Public, State of Texas

My commission expires:

June 3, 2026

EMMA R VIRAMONTES
Notary ID #128090974
My Commission Expires
June 3, 2026

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMETN "A"
SCOPE OF WORK

The construction management firm is expected to provide the following:

- Serve as the Owner's representative for construction; identify and make recommendations for approaches deviating from design documents, specifications and standards;
- Administer all phases of construction contracts from on-site mobilization, submittal reviews, change administration, project control, and closeout; ensure contractor compliance with construction contract requirements;
- Ensure compliance with the City of El Paso's Capital Improvement Department Construction Document Guidelines;
- Ensure compliance with current Federal Aviation Administration (FAA) advisory circulars
- Provide on-sight construction oversight;
- Stakeholder coordination during construction including project design teams where substantive design changes are requested during construction and/or to respond to requests for information/clarification/deviation;
- Ensure timely responses to contractor inquiries as required from project stakeholders;
- Perform pre-construction/readiness reviews; schedule and lead regular construction progress meetings
- Perform construction inspections and provide quality oversight; coordinate materials testing and verify acceptability of test results;
- Validate contractor schedules and cost estimates; monitor/report project progress and scope, schedule, and budget performance;
- Perform constructability reviews; where feasible ensure that construction impacts to operations at EPIA are minimized;
- Coordinate access, security, and construction with EPIA operations;
- Review and disposition construction submittals, including shop drawings, technical data, samples, etc., requests for information/change/deviation;
- Review/approve progress payment applications;
- Develop and recommend schedule and budget recovery measures as necessary;
- Negotiate change orders, estimate cost of work;
- Provide status reports;
- Develop and maintain change order, correspondence, submittals, and Requests for Proposal/Information (RFP/RFI) logs
- Develop and maintain construction documentation, including meeting minutes, daily reports and other documentation, including photo-documentation, as required;
- Provide value engineering recommendations;
- Review constructability of design alternatives, and recommend appropriate alternative; coordinate reviews as appropriate with design consultant(s) and EPIA operations.
- Coordinate all issues arising from projects to ensure the contractor has all the necessary information to complete projects; and,
- Monitor construction safety and implementation of the contractor(s) safety program and maintain alertness for any security threats that could impact the operation of EPIA.

KEY OBJECTIVES:
The construction management firm is expected to achieve the following:

- Serve as the owner's representative for construction projects, coordinating directly with EPIA and the Capital Improvement Department on all related tasks and construction activities.
- Advocate the interests of EPIA.
- Implement creative and innovative approaches to problem solving.
- Provide effective and informative reports of the progress of construction.
- Implement an effective quality assurance program.
- Ensure the project will meet the intended results.

KNOWLEDGE AND SKILLS:
The construction management firm shall have knowledge in the architectural, engineering and construction field and be familiar with engineering and construction practices. The firm shall be familiar and have experience with the following:

- Current International Building Code
- Pertinent Federal Aviation Administration (FAA) advisory circulars
- EPIA Operations and Security Constraints
- City of El Paso Subdivision Ordinance
- City of El Paso Grading Ordinance
- Engineering and Construction Management Design Manual for Construction
- Texas Commission and Environmental Quality (TCEQ) requirements
- Leadership in Energy and Environmental Design (LEED) or Green Globes Compliance and Requirements
- Texas Department of Health Requirements
- ADA and Texas Accessibility Standards (TAS)
- Other local, state, and federal codes, ordinances, and requirements

The construction management firm shall have the following skills and abilities:

- Must know how to use project management software
- Prepare and formulate independent cost estimates and cost analysis
- Prepare detailed requests for proposals
- Prepare back up documentation for Change Orders
- Prepare detailed project schedules using Gantt Charts
- Review architectural and engineering drawings and specifications
- Effective conflict resolution skills
- Effective communication skills, both verbal and written
- Willingness to meet with stakeholders
- Multi-task several activities
- Prepare meeting agendas and meeting minutes
- Effective negotiation skills
- Effective organizational skills
- Track project and activity status
- Follow--up on pending items
- Economize project resources
- Effective public relation skills
- Prepare daily and monthly reports

- Review pay applications
- Keep a photo log
- Maintain an accurate and current submittal log

ELECTRONIC DOCUMENT MANAGEMENT:
The construction management firm will be encouraged to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment will be available. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests For Information/Change/Deviation
- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos
- Project account and budget information

The web-based software shall be for review and approval and not only storage.

The construction management firm will be one of the administrators of the software. They will be responsible to setup the project on the software and provide training to the project team on how to use the software. The web-based software shall be user friendly and easy to access. Identified stakeholders including City staff shall be provided user-friendly access to software.

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

Parkhill
Hourly Rate Schedule
January 1, 2024 through December 31, 2024

Client: City of El Paso, TX

Project: TWY G, TWY M and GA Ramp CM Services

Agreement Date: January 3, 2024

Location: El Paso International Airport

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$63.00
SUPPORT STAFF II	$74.00
SUPPORT STAFF III	$102.00
SUPPORT STAFF IV	$108.00
SUPPORT STAFF V	$120.00
SUPPORT STAFF VI	$130.00
PROFESSIONAL LEVEL I	
Architect	$128.00
Civil Engineer	$139.00
Electrical Engineer	$142.00
Interior Designer	$121.00
Landscape Architect	$121.00
Mechanical Engineer	$133.00
Structural Engineer	$133.00
Surveyor	$113.00
Other Professional	$119.00
PROFESSIONAL LEVEL II	
Architect	$138.00
Civil Engineer	$155.00
Electrical Engineer	$160.00
Interior Designer	$128.00
Landscape Architect	$128.00
Mechanical Engineer	$153.00
Structural Engineer	$151.00
Surveyor	$123.00
Other Professional	$126.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL III	
Architect	$156.00
Civil Engineer	$192.00
Electrical Engineer	$187.00
Interior Designer	$140.00
Landscape Architect	$151.00
Mechanical Engineer	$179.00
Structural Engineer	$185.00
Surveyor	$144.00
Other Professional	$138.00
PROFESSIONAL LEVEL IV	
Architect	$191.00
Civil Engineer	$224.00
Electrical Engineer	$220.00
Interior Designer	$153.00
Landscape Architect	$163.00
Mechanical Engineer	$210.00
Structural Engineer	$214.00
Surveyor	$175.00
Other Professional	$162.00
PROFESSIONAL LEVEL V	
Architect	$232.00
Civil Engineer	$270.00
Electrical Engineer	$268.00
Interior Designer	$184.00
Landscape Architect	$199.00
Mechanical Engineer	$256.00
Structural Engineer	$258.00
Surveyor	$203.00
Other Professional	$181.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL VI	
Architect	$258.00
Civil Engineer	$291.00
Electrical Engineer	$303.00
Interior Designer	$223.00
Landscape Architect	$240.00
Mechanical Engineer	$290.00
Structural Engineer	$278.00
Surveyor	$225.00
Other Professional	$219.00
PROFESSIONAL LEVEL VII	
Architect	$298.00
Civil Engineer	$312.00
Electrical Engineer	$312.00
Interior Designer	$225.00
Landscape Architect	$298.00
Mechanical Engineer	$298.00
Structural Engineer	$312.00
Surveyor	$243.00
Other Professional	$298.00

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.
Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through December 31, 2024.
After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"EEPIA RECONSTRUCTION OF TAXIWAY GOLF, RELOCATION OF TAXIWAY M, GENERAL AVIATION RAMP RECONSTRUCTION REBID - CONSTRUCTION MANAGEMENT & INSPECTION SERVICES"** 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 **"EPIA RECONSTRUCTION OF TAXIWAY GOLF, RELOCATION OF TAXIWAY M, GENERAL AVIATION RAMP RECONSTRUCTION REBID - CONSTRUCTION MANAGEMENT & INSPECTION SERVICES"**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$2,428,187.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

The compensaton for each task described in Attachment "A". Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 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): 11/16/2023

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
Risk Strategies
12801 North Central Expy. Suite 1725
Dallas, TX 75243

CONTACT NAME: Joe Bryant
PHONE (A/C, No, Ext): (214) 323-4602 FAX (A/C, No): (214) 503-8899
E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty and Surety Co of Amer	31194
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Parkhill
4222 85th St.
Lubbock TX 79423

COVERAGES **CERTIFICATE NUMBER:** 77215736 **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						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					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		✓	106653747	1/10/2023	1/10/2024	Per Claim Annual Aggregate	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies.
Re: Project #41093.23, ELP TWY G, TWY M, and GA Ramp.

CERTIFICATE HOLDER

City of EL Paso
218 North Campbell Street
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
Joe A. Bryant
Joe Bryant

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2023

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

Sanford & Tatum Insurance Agency
PO Box 64790
Lubbock TX 79464

CONTACT NAME: Dee Bartlett
PHONE (A/C, No, Ext): (806) 792-5564 FAX (A/C, No): (806) 792-9344
E-MAIL ADDRESS: dee.bartlett@sanfordtatum.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Phoenix Ins. Co.	25623
INSURER B :	Charter Oak Fire Ins. Co.	25615
INSURER C :	Travelers Property Cas. Co. of America	25674
INSURER D :	Standard Fire Ins. Co.	19070
INSURER E :		
INSURER F :		

INSURED

Parkhill
4222 85th Street
Lubbock TX 79423

COVERAGES **CERTIFICATE NUMBER:** 23/24 **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:			6305H948872	09/30/2023	09/30/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA4N167444	09/30/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP5H948872	09/30/2023	09/30/2024	EACH OCCURRENCE	$ 6,000,000
							AGGREGATE	$ 6,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5H948872	09/30/2023	09/30/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 41093.23 ELP TWY G, TWY M, and GA Ramp
The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requres such status. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.The General Liability,Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company.

CERTIFICATE HOLDER

City of El Paso
218 North Campbell Street
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

Diannah Tatum

ATTACHMENT "F"
FEDERAL AVIATION ADMINISTRATION (FAA)

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)**

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

December 22, 2023	
Date	Signature
Parkhill	Principal-In-Charge
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product

b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

December 22, 2023	
Date	Signature
Parkhill	Principal-In-Charge
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will 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. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor 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 contractor 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.

Prompt Payment (49 CFR §26.29)**-** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.