

Oscar Leeser
Mayor

Cary Westin
Interim City Manager



CITY COUNCIL
Brian Kennedy, District 1
Josh Acevedo, 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

July 02, 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: 726-766-215#

AND

**AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY**

July 1, 2024

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 847-540-386#

Notice is hereby given that an Agenda Review Meeting will be conducted on July 1, 2024 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on July 2, 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, July 1, 2024 Conference ID: 847-540-386#

Regular Council Meeting, July 2, 2024 Conference ID: 726-766-215#

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(s) of City Council will be present via video conference:

Brian Kennedy and Art Fierro

A quorum of City Council must participate in the meeting.

ROLL CALL

**INVOCATION BY THE MINISTRY COORDINATOR FOR THE EL PASO COUNTY
SHERIFF'S OFFICE, AND CHAPLAIN EMERITUS FOR THE EL PASO POLICE
DEPARTMENT SAM FARAONE**

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Amigo Airsho Canada Day

Blanca D. Aragon Day

El Paso Helps 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 June 11, 2024, the Agenda Review Meeting of June 10, 2024, and the Work Session of June 10, 2024. [24-857](#)

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 Representative Henry Rivera from the July 2, 2024, Regular City Council Meeting. [24-59](#)

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 the First Amendment to Office Space Rental Agreement between the City of El Paso and ABM Aviation to increase the office space by 284 square feet to a total of 412 square feet, and increase the annual rental rate by \$6,613.76 for a total of \$19,930.52 annually. [24-826](#)

District 3

Airport, Tony Nevarez, (915) 212-7301

4. A Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the CITY OF EL PASO and GARVER, LLC, an Arkansas, U.S.A. foreign limited liability company authorized to transact business in Texas, for a project known as "Development of Sustainability Master Plan for the El Paso International Airport" for an amount not to exceed \$398,786.00; 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 \$498,786.00; 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. [24-851](#)

All Districts

Capital Improvement Department, Yvette Hernandez, (915) 212-0065
Airport, Tony Nevarez, (915) 212-7325

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

5. That the Mayor be authorized to sign an Interlocal Agreement entered into by and between the City of El Paso and the District Attorney of the 34th Judicial District for the disposition of forfeited property in accordance with Chapter 59 of The Texas Code of Criminal Procedure. [24-876](#)

All Districts

Police, Assistant Chief Julie Inciriaga, (915) 212-4308

6. A Resolution that the City Council approve an 8% increase in compensation for Elected and Council-Appointed Judges serving as a City of El Paso Municipal Court Judge, effective date of July 28, 2024. [24-879](#)

All Districts

Municipal Courts, Lilia Worrell, (915) 212-5822

Municipal Courts, Annabelle Casas, (915) 212-5205

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

7. A Resolution authorizing the City Manager to sign a Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration, with the State of Texas, acting by and through the Texas Department of Transportation, (the "State"), granting to the State the right to possession and use of City property for purposes of constructing a portion of State Highway 178 in exchange for payment to the City in the amount of \$25,000.00. The property subject to this Agreement is described as 0.5069 acres (22,078 square feet) of land located in the Nellie D. Mundy Survey Number 241, in northwest El Paso. This Agreement is entered into pending the final sale of said property to the State of Texas for the construction of a portion of Highway 178. [24-863](#)

District 1

Streets and Maintenance, Mary Lou Espinoza, (915) 212-1882

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

8. A Resolution to authorize the City Engineer to request the relocation of El Paso Electric infrastructure to accommodate City of El Paso improvements related to the Sean Haggerty Drive Extension Project. [24-885](#)

District 4

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

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

9. Gabriela Hofmeyer to the City Accessibility Advisory Committee by Representative Joe Molinar, District 4. [24-855](#)

Members of the City Council, Representative Joe Molinar, (915) 212-0004

10. Marina Monsisvais to the Women's Rights Commission by Representative Josh Acevedo, District 2. [24-859](#)

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

CONSENT AGENDA - BOARD APPOINTMENTS:

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

11. Aimee Santillan to the Committee on Border Relations by Representative Josh Acevedo, District 2. [24-847](#)

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

Goal 3: Promote the Visual Image of El Paso

12. Kim McGlone to the Historic Landmark Commission by Representative Brian Kennedy, District 1. [24-897](#)

Members of the City Council, Representative Brian Kennedy, (915) 212-1002

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

13. Genevieve Torrez to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Joe Molinar, District 4. [24-894](#)

Members of the City Council, Representative Joe Molinar, (915) 212-0004

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

14. Nathaniel Chaney to the Bond Overview Advisory Committee by Representative Isabel Salcido, District 5. [24-906](#)

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

15. Federico Sosa to the Regional Renewable Energy Advisory Council by Representative Josh Acevedo, District 2. [24-858](#)

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

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

[24-878](#)

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

17. For notation only, the P-Card Transactions for the period of April 21, 2024 - May 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

[24-809](#)

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

18. For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Lily Limón, in the amount of \$5,000.00 from Oscar L. Leaser, and \$1,000.00 from José M. Limón.

[24-853](#)

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

19. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$450.00 from Sherry Mowles.

[24-860](#)

Members of the City Council, Representative Joe Molinar, (915) 212-0004

20. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from Dr. Richard Teschner.

[24-919](#)

Members of the City Council, Representative Joe Molinar, (915) 212-0004

21. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Cassandra Hernandez in the amounts of \$1,000 from Scott & Hulse, P.C. PAC, \$2,000 from Pablo Duran, \$500 from Heidi Avedician, and \$35,000 loan to campaign.

[24-917](#)

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0049

22. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contribution by Representative Art Fierro in the amount of \$2,500 from Douglas A. Schwartz. [24-923](#)

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

CONSENT AGENDA - RESOLUTIONS:

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

23. The linkage to the Strategic Plan is subsection 6.2 - Implement employee benefits and services that promote financial security. [24-892](#)

Request that the Managing Director of Purchasing & Strategic Sourcing is authorized to terminate the award of Contract No. 2024-0233R Health Insurance & Benefits Administrators - COBRA for default, pursuant to Attribute 21, Article 8, Section B of the Solicitation documents to Health Care Service Corporation, a Mutual Legal Reserve Company dba Blue Cross Blue Shield of TX and that the termination shall be effective as of July 2, 2024.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Human Resources, Mary L. Wiggins, (915) 212-1267

CONSENT AGENDA - REQUEST FOR PROPOSAL:

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

24. The linkage to the Strategic Plan is subsection: 6.2 Implement employee benefits and services that promote financial security [24-896](#)

Award Summary:

The award of Solicitation No. 2024-0233R Health Insurance & Benefits Administrators for COBRA coverage to Aetna Dental Inc. - Aetna Life Insurance Company for an initial term of three (3) years for an estimated amount of \$65,502.00. The award also includes a two (2), two (2) year option for an estimated amount of \$87,336.00. The total amount of the contract, including the initial term plus the option for a total of seven (7) years, is for an estimated amount of \$152,838.00.

Contract Variance:

Not applicable

Department:	Human Resources
Award to:	Aetna Dental Inc. - Aetna Life Insurance
Company	
City & State:	Hartford, CT

Item(s):	COBRA
Initial Term:	3 Years
Option Term:	2 - 2 Years
Total Contract Time:	7 Years
Annual Estimated Award:	\$ 21,834.00
Initial Term Estimated Award:	\$ 65,502.00
Option Term Estimated Award:	\$ 87,336.00
Total Estimated Award:	\$152,838.00
Account(s)	522000 - 209 - 3500 - 14045 - P1414
Funding Source(s):	Self-Insured Health Insurance
District(s):	All

This was a Request for Proposals Procurement, service contract.

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

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

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Human Resources, Mary L. Wiggins, (915) 212-1267

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

25. Discussion and action to direct the Interim City Manager and City Attorney to implement both interior and exterior pickleball courts throughout recreation centers of the City of El Paso. Including parks that have existing amenities for these activities. [24-867](#)

All Districts

Members of the City Council, Representative Joe Molinar, (915) 212-0004

26. Discussion and action to approve a Resolution that the City Council declares that the expenditure of District 8 discretionary funds, in an amount not to exceed \$10,000.00, to cover costs of stage rental, audio/visual equipment, entertainment, hiring of off-duty law enforcement officers or private security officers, barrier rental for vehicle pedestrian control, permitting fees, and/or portable restroom rental related to the holding of the Segundo Barrio [24-918](#)

Community Block Party by the Southside Neighborhood Association, serves the municipal purpose of fostering community pride, encouraging civic engagement, offering educational opportunities, and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history; and that the City Attorney be authorized to negotiate and the City Manager be authorized to sign an appropriate contract and contract amendment to ensure that the funds are properly expended for the municipal purpose.

All Districts

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

27. Discussion and action That the City Council authorizes the expenditure of District 6 discretionary funds in an amount not to exceed SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) towards the costs of equipment rental, movie license fees, permits, staff time and other related items necessary for the support of the "Movies in the Park" event, a series of movie nights in parks located within District 6, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride.

[24-922](#)

All Districts

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

Goal 8: Nurture and Promote a Healthy, Sustainable Community

28. Discussion regarding the presentation of the 2023 Animal Shelter Advisory Committee (ASAC) Annual Report to City Council.

[24-881](#)

All Districts

Animal Services Department, Terry K. Keschull, (915) 212-8742

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: 726-766-215#

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 - FIRST READING OF ORDINANCES:

INTRODUCTION OF ORDINANCES PURSUANT TO SECTION 3.9 OF THE EL PASO CITY CHARTER:

Public comment typically is not taken during the first reading of ordinances. Public comments are invited at the date of the scheduled public hearing.

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 9:00 a.m. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are available for review in the City Clerk's office, 300 N. Campbell, Monday through Thursday, 7:00 a.m. to 6:00 p.m.

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

- 29.** An Ordinance authorizing the conveyance of real property owned by the City of El Paso to VTRE Development, LLC for the purchase price of \$18,720,000. Such real property legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, Page 5 of the plat records of El Paso County, Texas. [24-903](#)

District 1

Economic and International Development, Karina Brascalla, (915) 212-0094

PUBLIC HEARING WILL BE HELD ON JULY 16, 2024

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

- 30.** The linkage to the Strategic Plan is subsection: 1.5 Stimulate economic growth through transit and bridges integration. [24-868](#)

Award Summary:

Discussion and action that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) for Solicitation 2024-0554 Restroom Maintenance to Public Facilities and Services, Inc., the sole developer and provider of Exeloo Automated Public Toilets for a three (3) year term for an estimated amount of \$270,000.00 The supplier will be required to provide an updated sole source letter and affidavit each year. This contract will enable the International Bridges Department to purchase a three-year maintenance service agreement for their automated restrooms located at the Stanton and Paso Del Norte Bridges in El Paso.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$40,320.00 which represents a 17.55%. This is due to the higher frequency of replacing parts on the automated restrooms that are over 10 years old. The increase is also attributed to wage inflation and parts price

inflation.

Department:	International Bridges
Award to:	Public Facilities and Service, Inc.
City & State:	Lithia Springs, GA
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$90,000.00
Initial Term Estimated Award:	\$270,000.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$270,000.00
Account(s):	522060-564-3300-64830
Funding Source(s):	International Bridges Operations
District(s):	All

Non-competitive Procurement under Local Government General Exemption: Section 252.022 (7) a procurement of items that are available from only one source (A) items that are available from only one source because of patents, copyrights, secret processes or natural monopolies.

The Purchasing & Strategic Sourcing Department and International Bridges recommend award as indicated to Public Facilities and Services, Inc., under the exemption listed above.

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-0192
International Bridges, Roberto Tinajero, (915) 212-7509

31. The linkage to the Strategic Plan is subsection: 1.4 Grow the core business of air transportation. [24-877](#)

Award Summary:

Discussion and action on the award of Solicitation 2024-0395 General Aviation Ramp Rehabilitation to Jordan Foster Construction, LLC for a total estimated amount of \$10,217,641.00. This project will consist of construction improvements to the General Aviation Ramp to address aging and failing pavement conditions and drainage deficiencies of this portion of the airfield.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
City & State:	El Paso, TX
Item(s):	Base Bid I & Additive Alternate 1
Contract Term:	310 Consecutive Calendar Days
Base Bid I:	\$9,432,868.00
Additive Alternate 1:	\$784,773.00

Total Estimated Award: \$10,217,641.00
Account(s): 562-3010-62335-580270-G62A234902
562-3080-62330-580270-G62A234902
Funding Source(s): Airport Enterprise
Airport Infrastructure Grant - Bipartisan
Infrastructure Law
District(s): All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC the lowest responsive and responsible bidder.

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

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

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Capital Improvement Department, Yvette Hernandez, (915) 212-1860
Airport, Tony Nevarez, (915) 212-7325

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

32. The linkage to the Strategic Plan is subsection 2.3 - Increase public safety operational efficiency.

[24-864](#)

Award Summary:

Discussion and action on the award of Solicitation 2024-0291 Fire Station 38 to Dantex General Contractors, Inc., for a total estimated award of \$5,479,000.00. This contract will be used for the construction of the new Fire Station #38, which will be located within a complex and adjacent to the Eastside Regional Command Center (ERCC) at 14301 Pebble Hills Boulevard.

Department: Capital Improvement
Award to: Dantex General Contractors, Inc.
City & State: El Paso, TX
Item(s): All

Contract Term: 400 Consecutive Calendar Days
Base Bid I: \$5,479,000.00
Total Estimated Award: \$5,479,000.00
Account(s): 190-4820-29090-580270-PCP20FDSTATIO38
Funding Source(s): 2019 Public Safety Bond
District(s): 5

This was a Competitive Sealed Proposal Procurement lump sum contract

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

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

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

District 5

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

- 33.** Discussion and action on a Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and Professional Service Industries, Inc., a Delaware, USA, corporation authorized to transact business in Texas, for a project known as "El Paso Public Safety and Fire Department Headquarters and Vehicle Maintenance and Logistics Center Project" for an amount not to exceed \$744,720.30; 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 \$844,720.30; 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.

[24-874](#)

District 1

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

- 34.** Discussion and action on a Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the City Of El Paso and Dekker, LLC, a Texas Company, for a project known as "Architect and Engineering Services For The El Paso Police Department Headquarters" for an amount not to exceed \$4,058,587.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to

[24-875](#)

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 \$4,158,587.00; 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.

District 1

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

35. The linkage to the Strategic Plan is subsection: 2.4 Improve motorist safety and traffic management solutions.

[24-895](#)

Award Summary:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0599 Police Ordered and Non-Consent Towing to 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., for six (6) months for an estimated amount of \$489,649.75 on a rotation and as needed basis.

Contract Variance:

Not applicable.

Department:	Police
Vendor #1:	3H Towing, LLC
City & State:	El Paso, TX
Item(s):	Group 1 - Item 1 Group 2 - Item 1

Initial Term:	6 months
Option Term:	NA
Total Contract Time:	6 months
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$97,929.95
Option Term Estimated Award:	NA
Total Estimated Award:	\$97,929.95

Vendor #2:	AD Wrecker Service, Inc., dba AD Towing & Recovery
City & State:	El Paso, TX
Item(s):	Group 1 - Item 1, 2 & 3 Group 2 - Item 1
Initial Term:	6 months
Option Term:	NA
Total Contract Time:	6 months
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$97,929.95

Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Vendor #3: Raul Fernandez dba Dependable Towing
City & State: El Paso, TX
Item(s): Group 1 - Item 1 & 2
Group 2 - Item 1
Initial Term: 6 months
Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Vendor #4: Kamel Towing, Inc.
City & State: El Paso, TX
Item(s): Group 1 - Item 1 & 2
Group 2 - Item 1
Initial Term: 6 months
Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Vendor #5: Sohle Express Towing, Inc.
City & State: El Paso, TX
Item(s): Group 1 - Item 1, 2 & 3
Group 2 - Item 1
Initial Term: 6 months
Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Annual Estimated Award: NA
Initial Term Estimated Award: \$489,649.75 (5 Vendors)
Option Term Estimated Award: NA
Total Estimated Award: \$489,649.75 (5 Vendors)
Account(s): 321 - 2811 - 21280 - 522070

Funding Source(s): Police Tow Lot
District(s): All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., under the exemption listed above.

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Police, Chief Peter Pacillas, (915) 212-4305

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

36. The linkage to the Strategic Plan is subsection: 4.2 Create innovative recreational, educational and cultural programs.

[24-865](#)

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0533 Career Online High School to Smart Horizons Career Online High School, LLC dba Smart Horizons Career Online Education the sole source provider for Smart Horizon Career Online Education for a term of three (3) years for an estimated amount of \$264,825.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the Library to purchase proprietary educational material necessary for the continuation of the administration of the career online high school education.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$92,700 for the full term, which represents a 53.86% increase due additional quantities of scholarships to be purchased under this contract.

Department:	Libraries
Vendor:	Smart Horizons Career Online High School, LLC. dba Smart Horizons Career Online Education
City & State:	Pace, FL
Item(s):	All
Initial Term:	3 years
Option Term:	NA

Total Contract Time: 3 years
Annual Estimated Award: \$88,275.00
Initial Term Estimated Award: \$264,825.00
Option Term Estimated Award: NA
Total Estimated Award: \$264,825.00
Funding Source: General Fund
Account: 453-1000-53010-531030
District(s): All

Non-Competitive procurement is under Local Government General Exemption: Section 252.022, (a), (7), (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing Department and Libraries Department recommend award as indicated to Smart Horizons Career Online High School LLC., dba Smart Horizons Career Online Education (SHCOE), under the exemption listed above.

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Libraries, Norma Martinez, (915) 212-3200

37. The linkage to the Strategic Plan is subsection: 4.2 Create innovative recreational, educational and cultural programs.

[24-886](#)

Award Summary:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0314 PC Time & Print Management to Comprise Technologies, Inc., the sole developer and provider of SAM, SmartALEC, SmartPAY and Smart Kiosk Payment Centers for a term of three (3) years for an estimated amount of \$120,203.59. The supplier will be required to provide an updated sole source letter and affidavit each year. This contract will provide continued services and allow purchase of additional licenses and kiosks for the Main Library.

Contract Variance:

The difference based in comparison to the previous contracts is as follows: a decrease of \$43,282.41 for a three (3) year term, which represents a 26.47% decrease due to combining contracts of integrated solutions of software and hardware functions.

Department: Libraries
Award to: Comprise Technologies Inc
City & State: Navesink, NJ
Item(s): All
Initial Term: 3 Years
Option Term: N/A

Total Contract Time: 3 Years
Annual Estimated Award: \$35,274.58 Year 1
\$40,392.22 Year 2
\$44,536.79 Year 3
Initial Term Estimated Award: \$120,203.59
Option Term Estimated Award: N/A
Total Estimated Award: \$120,203.59
Account(s): 239-1000-15240-522020-P1506
Funding Source(s): General Fund
District(s): All

Non-Competitive Procurement under Local Government General Exemption:
Section 252.022 - (7) a procurement of items that are available from only one
source (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing Department and Libraries Department
recommend award as indicated to Comprise Technologies Inc., under the
exemption listed above.

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

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
Libraries, Norma Martinez, (915) 212-3200

REGULAR AGENDA - OTHER BUSINESS:

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

38. Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso, Texas and Notes Live Inc, in support of the construction of a 12,500 seat amphitheater at Northeast Corner of Cohen Avenue and Gateway Boulevard North, El Paso, Texas. Subject to the terms and conditions of the Agreement and provided that Company expends or causes to expend a minimum of \$80,000,000 in Qualified Expenditures for the Project and secures an operator contract for a minimum 40 national touring events per year, City agrees to provide Applicant with incentives totaling \$30,900,208 over the term of this Agreement. Incentives will take the form of a Real and Business Personal Property Tax Rebate; a Sales and Use Tax Rebate; a Mixed Beverage and Gross Receipts Tax Rebate; a Development Fee Waiver; a Construction Materials Sales Tax Rebate; and an 8-year Development Note backed by the Texas Economic Development Fund. Incentives also include the conveyance of

[24-882](#)

City-owned land in accordance with Chapter 253.0125 of the Texas Local Government Code, executed via separate Contract of Sale.

District 4

Economic and International Development, Karina Brascgalla, (915) 212-0094

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

39. An Ordinance authorizing the City Manager to sign a contract of sale with Notes Live Inc, a Colorado corporation, for the sale of approximately 17 acres of property located at the Northeast corner of Cohen Avenue and Gateway Boulevard North, El Paso, TX 79924, legally described as a portion of Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas. [POSTPONED FROM 06-04-2024] [24-693](#)

District 4

Economic and International Development, Karina Brascgalla, (915) 212-0094

40. An Ordinance approving amendment number three to the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Eleven, City of El Paso, Texas; making various findings related to such Plan; providing for severability; and providing an effective date. [POSTPONED FROM 06-04-2024] [24-694](#)

District 4

Economic and International Development, Karina Brascgalla, (915) 212-0094

Goal 3: Promote the Visual Image of El Paso

41. An Ordinance changing the zoning of all of Tracts 90-A, 92, and 93, S.A. & M.G. Railroad Survey #267, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-3 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [24-686](#)

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

Subject Property: North of Thorn and West of Doniphan

Applicant: Martha M. Santana, PZRZ24-00003

[POSTPONED FROM 06-11-2024]

District 1

Planning and Inspections, Philip F. Etiwe, (915) 212-1553

Planning and Inspections, Andrew Salloum, (915) 212-1603

42. An Ordinance vacating a ten-foot Public Utility Easement (0.010 Acres of Land) located within Lot 9, Block 12, Stanton Heights Unit Three, City of El Paso, El Paso County, Texas. [24-761](#)

Subject Property: 3312 Martina Pl.
Applicant: Elizabeth Morales, SUET24-00001

District 6

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Saul J. G. Pina, (915) 212-1612

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

- 43.** An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as The North 140 ft. of Lot 7, Block 4, Buena Vista Addition, El Paso County, Texas, to the City of El Paso ("City"), in accordance with Section 34.05(h) of the Tax Code. [24-616](#)

Offer originated from The El Paso Municipal Drainage Utility, by and through El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation ("EPWater"). [POSTPONED FROM 05-21-2024 AND 06-04-2024]

District 8

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

- 44.** An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as Tract 2-P-2-B, Block 6, Ascarate Grant, El Paso County, Texas, as described in Volume 2948, Page 1719, Official Records of El Paso County, Texas, to the City of El Paso ("City"), in accordance with Section 34.05(h) of the Tax Code. [24-617](#)

Offer originated from The El Paso Municipal Drainage Utility, by and through El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation ("EPWater"). [POSTPONED FROM 05-21-2024 AND 06-04-2024]

District 7

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

- 45.** An Ordinance authorizing the City Manager to sign a deed and any other documents necessary to convey approximately 0.0061 acres of land legally described as a portion of Section 35, Block 79, Township 2, T&P R.R. Co. Survey, Abstract No. 2139, City of El Paso, El Paso County, Texas. [24-795](#)

District 5

El Paso Water, Rocio Alvarado, (915) 594-5696

- 46.** An Ordinance authorizing the City Manager to sign a purchase and sale agreement, a deed and any other documents necessary to convey approximately 16.2097 acres of land, legally described as portion of Section 9, Township 27, South Range 3 East, New Mexico Principle Meridian, Dona Ana County, New Mexico. [24-796](#)

Outside City Limits

El Paso Water, Rocio Alvarado, (915) 594-5493

REGULAR AGENDA - OTHER BUSINESS:

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

47. Discussion and action to approve a Resolution authorizing the City Manager or designee to submit FY2025 grant application for the Motor Vehicle Crime Prevention Authority (MVCPA) and to accept, alter, decline, modify, terminate and/or execute all necessary documents related to the grant. The grant period will be from September 1, 2024 to August 31, 2025. Requesting grant funding for \$2,016,853.00 for personnel salaries, travel, and operating expenses. Cash Match amount will be \$553,884.00. If awarded, the grant will provide financial support to the Police Department's Auto Theft Task Force to combat motor vehicle theft, burglary of motor vehicles and fraud-related motor vehicle crime.

[24-808](#)

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

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

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

48. Discussion and action on a Resolution authorizing the submission of an application to the U.S. Department of Transportation (USDOT) Fiscal Year (FY) 2024 Strengthening Mobility and Revolutionizing Transportation (SMART) Stage 1 Planning and Prototyping grants program requesting funds in the amount of \$2,000,000.00, with no match required from the City, for the El Paso Downtown International Ports Intelligent Transportation Systems (ITS) Design and Regional Integration Project.

[24-870](#)

All Districts

City Manager's Office, Omar Martinez, (915) 479-0341

City Manager's Office, Ian Voglewede, (915) 299-9409

49. Discussion and action on a Resolution supporting an Application by the Utah State University (USU) and University of Texas at El Paso (UTEP) Advancing Sustainability through Powered Infrastructure for Roadway Electrification (ASPIRE) National Science Foundation (NSF) Engineering Research Center to the U.S. Department of Energy (DOE) Fiscal Year (FY) 2024 Communities Taking Charge Accelerator grant program requesting up to \$2,000,000.00 in funds for the Wireless Integrated Rapid Energy Link Electric Shuttle Service-WIRELESS ("Project") and authorizing participation from City of El Paso staff and use of facilities at the El Paso International Airport (EPIA) in the Project for planning activities, with no match required from the City.

[24-873](#)

All Districts

City Manager's Office, Omar Martinez, (915) 479-0341

City Manager's Office, Ian Voglewede, (915) 299-9409

EXECUTIVE SESSION

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the City Council of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act and the Rules of City Council.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087	DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

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

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

<http://www.elpasotexas.gov/>



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-857, 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 June 11, 2024, the Agenda Review Meeting of June 10, 2024, and the Work Session of June 10, 2024.

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM CITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
JOSH ACEVEDO, 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

JUNE 11, 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 9:01 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Josh Acevedo, Joe Molinar, Isabel Salcido, and Henry Rivera. Late arrivals: Cassandra Hernandez and Chris Canales at 9:03 a.m., and Art Fierro at 9:04 a.m.

INVOCATION BY EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

National HIV Testing Day

El Paso Athletic Hall of Fame Class of 2024 and El Paso Sports Commission Week

Juneteenth Independence Day

El Paso Executive Forum Day

Phil Hatch Day

NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, 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, Acevedo, 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 Meeting of June 4, 2024, the Agenda Review Meeting of June 3, 2024, and the Work Session of June 3, 2024.

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

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 is authorized to sign an Amendment to the Air Medical Services and Support Agreement by and between the City of El Paso and Air Methods, LLC, to amend section 5.8 Base Sites extending an additional thirty (30) days to negotiate a separate lease for the Base Site in parallel with the Agreement.

.....
Goal 3: Promote the Visual Image of El Paso
.....

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

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

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

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

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

4815 Edna Ave, more particularly described as Lot 34, Block 13, Val Verde Replat Subdivision, City of El Paso, El Paso County, Texas, PID #V088-999-0130-7900

to be \$358.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of April, 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 FIFTY EIGHT AND 00/100 DOLLARS (\$358.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

147 Edith Dr, more particularly described as Lot 7, Block 10, MILLERS LAKESIDE Subdivision, City of El Paso, El Paso County, Texas, PID #M452-999-0100-1300

to be \$590.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of April, 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 AND 00/100 DOLLARS (\$590.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

3116 Flax St, more particularly described as Lot 1(10321.33 SQ FT), Block 172, EASTWOOD HEIGHTS #C Subdivision, City of El Paso, El Paso County, Texas, PID #E222-999-1720-0100

to be \$468.50, 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 April, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIXTY EIGHT AND 50/100 DOLLARS (\$468.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ANCHONDO ANA M E (LE) & ESCOBARESTEBAN E 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:

2816 Catnip St, more particularly described as Lot 19(8336.40 SQ FT), Block 5, Montclair Subdivision, City of El Paso, El Paso County, Texas, PID #M638-999-0050-3700

to be \$373.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of March, 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 SEVENTY THREE AND 00/100 DOLLARS (\$373.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

1212 Meadowview Dr, more particularly described as Lot 7(12497 SQ FT), Block 23, CIELO VISTA PARK Subdivision, City of El Paso, El Paso County, Texas, PID #C518-999-0230-1300

to be \$841.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of April, 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 FORTY ONE AND 00/100 DOLLARS (\$841.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

5660 Mickey Mantle Ave, more particularly described as Lot 16(4781.35 SQ FT), Block 7, COPPERSTOWN Subdivision, City of El Paso, El Paso County, Texas, PID #C762-999-0070-1600

to be \$309.00, 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, 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 NINE AND 00/100 DOLLARS (\$309.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LADWIG STEVEN J & DANIELLE 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:

7137 Red Man Dr, more particularly described as Lot 11, Block 41, MESQUITE HILLS #7 Subdivision, City of El Paso, El Paso County, Texas, PID #M395-999-0410-1100

to be \$347.50, 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 30th day of March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SEVEN AND 50/100 DOLLARS (\$347.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SIMONDS, ROY & GUADALUPE, 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:

11124 Loma De Color Dr, more particularly described as Lot 3(5720.00 SQ FT), Block 27, NORTH HILLS #10 Subdivision, City of El Paso, El Paso County, Texas, PID #N425-999-0270-0300

to be \$361.50, 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 March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY ONE AND 50/100 DOLLARS (\$361.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CAMPOS SAMANTHA & MUNOZ ALBERT 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:

10928 Golden Pond Dr, more particularly described as Lot 8(5312.13 SQ FT), Block 14, NORTHTOWNE VILLAGE #2 Subdivision, City of El Paso, El Paso County, Texas, PID #N490-999-0140-0800

to be \$344.50, 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 21st day of March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 50/100 DOLLARS (\$344.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

4641 George Patton Ln, more particularly described as Lot 12, Block 8, CASTNER HEIGHTS Subdivision, City of El Paso, El Paso County, Texas, PID #C231-999-0080-2300

to be \$347.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of 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 THREE HUNDRED FORTY SEVEN AND 50/100 DOLLARS (\$347.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

3135 Red Creek Dr, more particularly described as Lot 36, Block 46, VENTANAS #7 Subdivision, City of El Paso, El Paso County, Texas, PID #V639-999-0460-3600

to be \$336.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 00/100 DOLLARS (\$336.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA, SONIA Y & RIOS DAINE 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:

7940 Sunnyfields Ave, more particularly described as Lot 4(6000.96 SQ FT), Block 1, SUNNYVIEW PLACE Subdivision, City of El Paso, El Paso County, Texas, PID #S905-999-0010-0400

to be \$358.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of April, 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 FIFTY EIGHT AND 00/100 DOLLARS (\$358.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

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

to be \$685.50, 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 September, 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 SIX HUNDRED EIGHTY FIVE AND 50/100 DOLLARS (\$685.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

1000 Burgess Dr, more particularly described as Lot TR 523(7000 SQ FT), Block , LOMA TERRACE #4-C Subdivision, City of El Paso, El Paso County, Texas, PID #L536-999-001B-2700

to be \$366.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 31st 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 SIXTY SIX AND 00/100 DOLLARS (\$366.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

409 S Cotton St, more particularly described as Lot 6 & S 1/2 OF 7(4875 SQ FT), Block 63, Magoffin Subdivision, City of El Paso, El Paso County, Texas, PID #M028-999-0630-2900

to be \$1,372.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of April, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND THREE HUNDRED SEVENTY TWO AND 00/100 DOLLARS (\$1,372.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

136 Mardi Gras Dr, more particularly described as Lot 9, Block 6, FIESTA HILLS REPLAT Subdivision, City of El Paso, El Paso County, Texas, PID #F315-999-0060-5700

to be \$1,713.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of September, 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 ONE THOUSAND SEVEN HUNDRED THIRTEEN AND 00/100 DOLLARS (\$1,713.00) 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.

Ms. Patricia Osmond, citizen, commented.

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

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 two-year On-Call Agreement for Professional Services to perform appraisal services on a task order basis between the City of El Paso and each of the following three consultants:

1. CBRE, Inc.
2. Gayle-Reid Appraisal Services
3. Lowery Property Advisors

Each On-Call Agreement will be for an amount not to exceed One Hundred Thousand and No/00 Dollars (\$100,000.00). 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. Further, that the City Manager, or designee, is authorized to execute any amendments to the agreements provided such amendments do not increase the contract amounts. Further, that the City Manager, or designee, is authorized to exercise an option to extend the contracts for one year each, such option increasing each contract amount by an additional \$50,000.00 for a total contract amount, including options, not to exceed \$150,000.00.

.....
Goal 8: Nurture and Promote a Healthy, Sustainable Community
.....

6.

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

WHEREAS, on September 1, 2023, the Texas Department of State Health Services (“DSHS”) and the City of El Paso (“City”) entered into an Interlocal Agreement (“Interlocal”) pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to the Interlocal, City provides DSHS with laboratory analyses of milk samples in exchange for a fee paid by DPHS; and

WHEREAS, the parties desire to exercise their option to renew the Interlocal and to extend its expiration date to August 31, 2025; and

WHEREAS, the parties desire to amend the Interlocal to add \$34,750.00 for State Fiscal Year 2025, and accordingly increase total not-to-exceed amount to be paid to the City to \$69,500.00; and

WHEREAS, the parties agree to revise the DSHS “Contract Affirmations” to include two additional sections concerning the prohibited use of money.

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

THAT the Mayor is authorized to sign the Amended Interlocal Agreement between the City of El Paso and DSHS.

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 City Manager, or designee, be authorized to sign and submit to the Department of Housing and Urban Development (HUD) the 2024-2025 Annual Action Plan, Form SF-424 and Form SF 424 D, all certifications and assurances contained therein, and any documents necessary to comply with HUD requirements; and

That the City Manager, or designee, be authorized to sign Grant Agreements with HUD for the four entitlement grants covered by the Annual Action Plan: the Community Development Block Grant, the Emergency Solutions Grant, the HOME Investment Partnerships Program, and the Housing Opportunities for Persons with AIDS Program; and

That the City Manager, or designee, be authorized to sign all Letters of Support, Certifications of Local Government Approval, Release of Liens, Assurances, and Certifications of Consistency with the Consolidated Plan required by HUD or the State of Texas for grant applications or applications for Low Income Housing Tax Credits for programs covered by the Consolidated Plan or related Community Development programs; and

That the City Manager, or designee, subject to completion of environmental review, be authorized to sign all contracts and documents with subrecipients related to the implementation and performance of the activities contained in the 2024-2025 Annual Action Plan and corresponding programs.

The City Manager, or designee, is authorized herein to sign amendments to such contracts which add to or reduce funding, including but not limited to the de-obligation of funds by mutual termination, and extensions to the contract period; and

That the City Manager, or designee, be authorized to sign all Environmental Assessments, Requests for Release of Funds, Certifications, and Performance Reports required by the U.S. Department of Housing and Urban Development for activities covered by the 2024-2025 Annual Action Plan and related Community Development programs; and

That the City Manager, or designee, be authorized to sign agreements to secure matching funds which add to amounts allocated under the regular budget; and to sign amendments to matching fund agreements, including extensions to the contract period; and

That the City Manager, or designee, be authorized to sign all amendments, subordination agreements, loan modification agreements, release of liens, assumption agreements, and other similar documents related to transactions performed under all previous Action Plans and previous entitlement grants provided such documents are approved by the City Attorney's office as to form and comply with department policies and procedures; and That the City Manager be authorized to execute letters of support, certifications, and other similar documents, that allow third parties to secure funding from state, federal, and local agencies which further the goals of the City's Annual Action Plan.

Mayor Leeser commented.

Ms. Patricia Osmond, citizen, commented.

8.

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

WHEREAS, in 2009, funding for the Homeless Housing and Services Program (HHSP), a program administered by the Texas Department of Housing & Community Affairs (TDHCA), was established by the Texas State Legislature to address the needs of persons and families experiencing homelessness, or at risk of becoming homeless; and

WHEREAS, The City of El Paso has been allocated by TDHCA General Revenue Funds in the amount of \$493,834 to award to the Department of Community and Human Development (DCHD) under 2024-2025 HHSP funding to be executed under two contracts; one contract for general HHSP funds totaling \$355,824 for homelessness prevention, homeless assistance and case management activities; the other for youth set-aside funds totaling \$138,010 for homeless assistance and case management. The period of both contracts to run through August 31st, 2025.

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

1. That the City Manager be authorized to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas and/or TD HCA for 2024- 2025 HHSP funds.
2. That the Director of DCHD be authorized to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards from the City (Sub-Grantee Agencies) for 2024-2025 HHSP funds, as well as all certifications, performance reports, and related documents for TDHCA and Sub-Grantee Agencies.

Mayor Leeser commented.

Ms. Dionne Mack, Deputy City Manager of Quality of Life, commented.

Ms. Patricia Osmond, citizen, commented.

CONSENT AGENDA – BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

9. *Motion made, seconded, and unanimously carried to **APPOINT** Cynthia Renteria to the Historic Landmark Commission by Representative Josh Acevedo, District 2.

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

10. *Motion made, seconded, and unanimously carried to **APPOINT** Bernie Olivas to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Art Fierro, District 6.

11. *Motion made, seconded, and unanimously carried to **APPOINT** Timothy Haddox to the Parks and Recreation Advisory Board by Representative Art Fierro, District 6.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

12. *Motion made, seconded, and unanimously carried to **APPOINT** Benjamin Cohen to the City Accessibility Advisory Committee by Representative Brian Kennedy, District 1.

13. *Motion made, seconded, and unanimously carried to **APPOINT** Silvia Serna to the Fair Housing Task Force by Representative Josh Acevedo, District 2.

Representative Acevedo commented.

Ms. Patricia Osmond, citizen, commented.

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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

14. *Motion made, seconded, and unanimously carried to **APPROVE** a tax refund to CoreLogic/Dovenmuehle Mtg, in the amount of \$21,909.32 for an overpayment made on December 18, 2023 of 2023 taxes, Geo. # S373-999-0020-2050. 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.

CONSENT AGENDA – REQUEST TO ISSUE PURCHASE ORDERS:

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

15. *Motion made, seconded, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing to issue a Purchase Order to Pavement Marking LLC dba PMI Pavement Marking LLC, referencing Contract 2021-1263 Thermoplastic Striping. This will

be a change order to increase the award by \$79,750.00 for a total amount not to exceed \$743,750.00.

Department:	Streets & Maintenance
Award to:	Pavement Marking LLC dba PMI Pavement Marking LLC
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$664,000.00
Change Order Amount:	\$ 79,750.00
Total estimated Amount not to Exceed:	\$743,750.00
Account(s):	532-1000-32020-522270-P3254
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Award - Unit Price Contract.

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

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

16. RESOLUTION

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

That the City Council declares that the expenditure of District 6 discretionary funds, in an amount not to exceed \$2,000, to help sponsor the coffee breaks at this year's Mexico-USA Business Summit taking place June 26th-29th, 2024 in El Paso, Texas serves the municipal purpose of fostering local and international business growth by promoting the City of El Paso as an investment destination and presenting information to potential investors on economic incentives provided by the city for economic development; and

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

Mayor Leeser and Representative Fierro commented.

Ms. Patricia Osmond, citizen, commented.

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

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

NAYS: None

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

- 17. ITEM:** Discussion and action to direct the Interim City Manager and City Attorney to identify appropriate cross-cutting solutions to longstanding hazards related to environmental conditions in the Chamizal Neighborhood, with specific emphasis on addressing the public health concerns of residents. Further, to collaborate with affected property owners and return to Council within 30 days with proposed recommendations for remediation.

Mayor Leaser and Representatives Kennedy, Acevedo, Hernandez, Molinar, Rivera, and Canales commented.

The following City staff members commented:

- Fire Chief Jonathan Killings
- Ms. Nicole Ferrini, Climate and Sustainability Officer

Ms. Patricia Osmond, citizen, commented.

1ST MOTION

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera, and unanimously carried to **AMEND** the motion by striking out ‘**30 days**’ and inserting ‘**120 days**’ for the number of days to return to Council.

2ND AND FINAL MOTION

Motion made by Representative Canales, seconded by Representative Acevedo, and unanimously carried to **DIRECT** the Interim City Manager and City Attorney to identify appropriate cross-cutting solutions to longstanding hazards related to environmental conditions in the Chamizal Neighborhood, with specific emphasis on addressing the public health concerns of residents. Further, to collaborate with affected property owners and return to Council within 120 days with proposed recommendations for remediation.

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

NAYS: None

Goal 8: Nurture and Promote a Healthy, Sustainable Community

18. *Motion made, seconded, and unanimously carried to **POSTPONE NINE WEEKS** discussion and action on a Resolution to appoint a member to the El Paso Water Utilities Public Service Board of Trustees in the area of expertise of Environmental or Health, as recommended by the El Paso Water Utilities Public Service Board Selection Committee:

Ranked 1st: Dr. Hector Ocaranza

Ranked 2nd: Dr. Aldo Maspons

The Regular City Council meeting was **RECESSED** at 11:00 a.m.

The Regular City Council meeting was **RECONVENED** at 12:02 p.m.

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

1. Ms. Janace Walker
 2. Mr. Ron Comeau
 3. Ms. Patricia Osmond
-

REGULAR AGENDA – FIRST READING OF ORDINANCES:

Motion made by Representative Rivera, seconded by Representative Molinar, 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, Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

Goal 3: Promote the Visual Image of El Paso

19. An Ordinance vacating a ten-foot Public Utility Easement (0.010 Acres of Land) located within Lot 9, Block 12, Stanton Heights Unit Three, City of El Paso, El Paso County, Texas.

Subject Property: 3312 Martina Pl.
Applicant: Elizabeth Morales, SUET24-00001

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

20. An Ordinance authorizing the City Manager to sign a deed and any other documents necessary to convey approximately 0.0061 acres of land legally described as a portion of Section 35, Block 79, Township 2, T&P R.R. Co. Survey, Abstract No. 2139, City of El Paso, El Paso County, Texas.

21. An Ordinance authorizing the City Manager to sign a purchase and sale agreement, a deed and any other documents necessary to convey approximately 16.2097 acres of land, legally described as portion of Section 9, Township 27, South Range 3 East, New Mexico Principle Meridian, Dona Ana County, New Mexico.

Mayor Leeser commented.

Ms. Patricia Osmond, citizen, commented.

PUBLIC HEARING WILL BE HELD ON JULY 2, 2024 FOR ITEMS 19 THROUGH 21

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

22. Motion made by Representative Fierro, seconded by Representative Rivera, and unanimously carried to **AWARD** Solicitation 2024-0055 to Terminal Drive and Bridge Improvements to Jordan Foster Construction, LLC for a total estimated amount of \$1,113,593.95. This project will consist of resurfacing the inbound and outbound terminal road and employee parking lot due to cracks, potholes, and failing asphalt.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
City & State:	El Paso, TX
Item(s):	Base Bid I & II
Contract Term:	70 Consecutive Calendar Days
Base Bid I:	\$1,049,413.95
Base Bid II:	\$64,180.00
Total Estimated Award:	\$1,113,593.95
Account(s):	562-3010-62335-580270-PAP00988
Funding Source(s):	Airport Capital
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC the lowest responsive and responsible bidder.

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

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

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

Mayor Leaser commented.

Ms. Patricia Osmond, citizen, commented.

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

NAYS: None

23.

RESOLUTION

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

That the City Manager, or designee, be authorized to sign a two year On-Call Agreement for Professional Services to perform Land Development / Construction Management services on a task order basis between the City of El Paso and each of the following two (2) consultants:

1. Parkhill, Smith & Cooper, Inc.
2. Brock & Bustillos Inc.

Each On-Call Agreement will be for an amount not to exceed \$800,000.00. In addition, 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. Further, 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.

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 each On-Call Agreement.

****Attachments to the agreement available at the City Clerk's Office.**

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

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

NAYS: None

24.

RESOLUTION

WHEREAS, on July 20, 2004, the City Council adopted a resolution approving the use of design-build as an alternative procurement method for construction projects, as permitted by Section 271.113 of the Texas Local Government Code (now Section 2269 of the Texas Government Code); and

WHEREAS, on April 17, 2018 the City Council approved a resolution amending the delegation of authority from the City Engineer to the Director of Purchasing & Strategic Sourcing ("Director") to determine which alternative construction project delivery method provides the best value for the City before advertising; and

WHEREAS, the Director considered the following criteria as a minimum basis for determining the circumstances under which the Design-build method for civil works project is appropriate for a civil works project:

- (1) the extent to which the City can adequately define the project requirements;
- (2) the time constraints for the delivery of the project;
- (3) the ability to ensure that a competitive procurement can be held; and
- (4) the capability of the City to manage and oversee the project, including the availability of experienced personnel or outside consultants who are familiar with the design-build method of project delivery.

WHEREAS, the Director determined that the design-build method for the civil works project for the George Perry Boulevard Extension 2023-0576R project is appropriate and provides the best value to the City; and

WHEREAS, the City of El Paso ("City") issued a Request for Qualifications and a Request for Proposals as part of the design-build project delivery method for civil works projects through solicitation George Perry Boulevard Extension 2023-0576R ("Project"); and

WHEREAS, the City desires to select, Jordan Foster Construction, LLC a Texas Limited Liability Corporation ("Design-Builder"), as the Design-build firm for the Project after the evaluation of the combination of technical and cost proposals submitted by Design-Builder, on the basis of the published selection criteria and on the ranking evaluations; and

WHEREAS, the City negotiated a contract with Design-Builder and desires to enter into a contract for the George Perry Boulevard Extension 2023-0576R with Design-Builder; and

WHEREAS, the initial contract award will commence the work prior to the execution of the design-build amendment and the parties understand that an amendment to establish the

Guaranteed Maximum Price for the project will be subject to City Council approval.

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

THAT the City Manager is authorized to execute the Design-Build documents considered to be the agreement ("Contract") between the City of El Paso and Jordan Foster Construction, LLC ("Design-Builder"), for the project known as the George Perry Boulevard Extension 2023-0576R in an initial amount of \$1,031,681.81 for work prior to the execution of the Design- Build Amendment; and that the City Engineer is authorized to approve additional preconstruction services in the amount of \$50,000 if the services are necessary for the proper execution of the project.

Mayor Leeson commented.

Ms. Patricia Osmond, citizen, commented.

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

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

NAYS: None

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

25. Motion made by Representative Rivera, seconded by Representative Kennedy, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing to issue Purchase Order(s) for Solicitation 2024-0265 Bobcat Proprietary Parts & Services to Total Equipment & Rental of El Paso, LLC dba Bobcat of El Paso, the sole and authorized distributor for a term of three (3) years for an estimated amount of \$450,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow Streets & Maintenance to purchase parts and services for the Bobcat Proprietary Parts & Services.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$360,000.00 for the initial term, which represents a 400.00% increase due price increases and additional contract capacity to maintain parts inventory.

Department:	Streets & Maintenance
Award to:	Total Equipment & Rental of El Paso, LLC dba Bobcat of El Paso
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$150,000.00
Initial Term Estimated Award:	\$450,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$450,000.00
Account(s):	532-3600-531250-37020-P3701 (Service) 532-3600-531210-37020-P3701 (Parts)
Funding Source(s):	Internal Service Fund

District(s): All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source - (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing and Streets & Maintenance Departments recommend award as indicated to Total Equipment & Rental of El Paso, LLC dba Bobcat of El Paso under the exemption listed above.

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

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

NAYS: None

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

26. ORDINANCE 019640

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS); CHAPTER 5.12 (DEALERS IN SECONDHAND GOODS, DEALERS IN CRAFTED PRECIOUS METALS, COIN DEALERS AND PAWNBROKERS); SECTION 5.12.080 (LICENSE-DENIAL, APPEAL) TO AMEND “HEARING OFFICER” TO “MUNICIPAL ASSOCIATE JUDGE” OF THE EL PASO CITY CODE.**

Ms. Patricia Osmond, citizen, commented.

Motion duly made by Mayor Pro Tempore Kennedy, seconded by Representative Fierro, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

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

NAYS: None

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

27. ORDINANCE 019641

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS); CHAPTER 5.13 (SECURITY ALARM SYSTEMS); SECTION 5.13.120 (APPEAL FROM ASSESSMENT OF CIVIL PENALTY) AND SECTION 5.13.130 (REINSTATEMENT OF PERMIT) TO AMEND “HEARING OFFICER” TO “MUNICIPAL ASSOCIATE JUDGE” OF THE EL PASO CITY CODE.**

Motion duly made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

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

NAYS: None

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

ITEMS 28 THROUGH 30 WERE TAKEN TOGETHER

28. ORDINANCE 019642

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 6 (TRANSPORTATION FOR HIRE), CHAPTER 6.04 (TRANSPORTATION FOR HIRE), TO AMEND SECTION 6.04.140 (OPERATING AUTHORITY TO PERMIT AND TAXICAB ZONE PERMIT DENIAL, SUSPENSION, REVOCATION - APPEAL) TO AMEND "HEARING OFFICER" TO "MUNICIPAL ASSOCIATE JUDGE" OF THE EL PASO CITY CODE.**

Motion duly made by Representative Rivera, seconded by Representative Fierro, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

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

NAYS: None

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

29. ORDINANCE 019643

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.20 (SOCIAL HOST ACCOUNTABILITY ORDINANCE), SECTION 9.20.100 (HEARINGS ON THE IMPOSITION OF CIVIL PENALTY - APPEALS) TO AMEND "ADMINISTRATIVE HEARING OFFICER" TO "MUNICIPAL ASSOCIATE JUDGE" OF THE EL PASO CITY CODE.**

Motion duly made by Representative Rivera, seconded by Representative Fierro, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

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

NAYS: None

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

30.

ORDINANCE 019644

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.85 (PARKING VIOLATIONS BUREAU), SECTION 12.85.020 (HEARING OFFICERS), SECTION 12.85.030 (PARKING CITATIONS), SECTION 12.85.050 (HEARINGS), SECTION 12.85.060 (APPEAL); SECTION 12.85.065 (FINAL JUDGMENTS), AND SECTION 12.85.100 (BOOT HEARING) TO AMEND 'HEARING OFFICER' TO 'MUNICIPAL ASSOCIATE JUDGE' AND 'MUNICIPAL ASSOCIATE JUDGE' TO 'EL PASO MUNICIPAL COURT OF APPEALS' OF THE EL PASO CITY CODE.**

Motion duly made by Representative Rivera, seconded by Representative Fierro, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

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

NAYS: None

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

.....
Goal 3: Promote the Visual Image of El Paso
.....

31.

ORDINANCE 019645

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A 17.444 ACRE TRACT OF LAND SITUATED IN THE O.A. DANIELSON SURVEY, NUMBER 316, BEING A PORTION OF THAT CERTAIN 32.412-ACRE TRACT, AND 4.806 ACRE TRACT OF LAND SITUATED IN YSLETA GRANT BLOCK 56, BEING A PORTION OF TRACT 8 AND 9, OF SAID BLOCK 56, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND R-3 (RESIDENTIAL) TO C-4 (COMMERCIAL), AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

Motion duly made by Representative Fierro, seconded by Representative Salcido, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

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

NAYS: None

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

-
32. *Motion made, seconded, and unanimously carried to **REVISE AND POSTPONE THREE WEEKS** the public hearing on an Ordinance changing the zoning of all of Tracts 90-A, 92, and 93, S.A. & M.G. Railroad Survey #267, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-3 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Thorn and West of Doniphan
Applicant: Martha M. Santana, PZRZ24-00003

.....

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

.....

33. **ORDINANCE 019646**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED, AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 0.17 ACRES OF LAND DESCRIBED AS A PORTION OF TRACT 5D-1, BLOCK 1, UPPER VALLEY SURVEYS, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

Motion duly made by Mayor Pro Tempore Kennedy, seconded by Representative Fierro, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

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

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

.....

REGULAR AGENDA – OTHER BUSINESS:

.....

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

.....

34. **ITEMS 34 AND 35 WERE TAKEN TOGETHER**

R E S O L U T I O N

WHEREAS, on December 3, 2002 the City Council of the City of El Paso ("City") consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 ("Districts") in the City of El Paso's Extraterritorial Jurisdiction; and

WHEREAS, the City's consent to the creation of the Districts was subject to several conditions; and

WHEREAS, one of the City's conditions for the creation of the Districts was that the City is to review and approve the Districts' bonds and notes prior to issuance and may place restrictions on the terms and provisions of each of the District's bonds and notes issued to provide service to the land and conditions on the sale of the District's bonds and notes to the extent such restrictions and conditions do not generally render the bonds and notes of the Districts unmarketable; and

WHEREAS, Paseo Del Este Municipal Utility District No. Four ("M.U.D. No. 4") requested review and approval of the issuance of the Unlimited Tax Bonds, Series 2024 Bonds by M.U.D. No. 4 (the "Series 2024 Bonds"); and

WHEREAS, the City reviewed the proposed issuance of Series 2024 Bonds by M.U.D. No. 4 and desires to approve the issuance of the bonds.

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

That the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2024 Bonds in the estimated amount of \$2,895,000, by Paseo Del Este Municipal Utility District No. 4, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

35.

R E S O L U T I O N

WHEREAS, on December 3, 2002 the City Council of the City of El Paso ("City") consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 ("Districts") in the City of El Paso's Extraterritorial Jurisdiction; and

WHEREAS, the City's consent to the creation of the Districts was subject to several conditions; and

WHEREAS, one of the City's conditions for the creation of the Districts was that the City is to review and approve the Districts' bonds and notes prior to issuance and may place restrictions on the terms and provisions of each of the District's bonds and notes issued to provide service to the land and conditions on the sale of the District's bonds and notes to the extent such restrictions and conditions do not generally render the bonds and notes of the Districts unmarketable; and

WHEREAS, Paseo Del Este Municipal Utility District No. Two ("M.U.D. No. 2") requested review and approval of the issuance of the Unlimited Tax Bonds, Series 2024 Bonds by M.U.D. No. 2 (the "Series 2024 Bonds"); and

WHEREAS, the City reviewed the proposed issuance of Series 2024 Bonds by M.U.D. No. 2 and desires to approve the issuance of the bonds.

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

That the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2024 Bonds in the estimated amount of \$3,700,000, by Paseo Del Este Municipal Utility District No. 2, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

Mayor Leaser and Representatives Rivera and Canales commented.

Mr. Robert Cortinas, Chief Financial Officer, commented.

Ms. Patricia Osmond, citizen, commented.

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera, and unanimously carried to **APPROVE** the Resolutions.

AYES: Representatives Kennedy, Acevedo, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

.....

<u>ADJOURN</u>
.....

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Fierro, and unanimously carried to **ADJOURN** this meeting at 12:14 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM CITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
JOSH ACEVEDO, 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 REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
June 10, 2024
9:00 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:03 a.m. Mayor Oscar Leeser was present and presiding. The following Council Members answered roll call: Brian Kennedy, Josh Acevedo, Joe Molinar, Isabel Salcido, Art Fierro, and Chris Canales. Late arrivals: Henry Rivera at 9:07 a.m. and Cassandra Hernandez at 9:12 a.m.

.....
The agenda items for the June 11, 2024 Regular City Council Meeting were reviewed.

.....
Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 9:13 a.m.

AYES: Representatives Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Kennedy

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

CARY WESTIN
INTERIM CITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
JOSH ACEVEDO, 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

CITY COUNCIL WORK SESSION MINUTES
June 10, 2024
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:13 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Josh Acevedo, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Art Fierro, Henry Rivera, and Chris Canales. Late arrival: Brian Kennedy at 9:25 a.m.

.....
AGENDA
.....

1. **ORDINANCE 019638**

**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, 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 response to potential street releases and partly pursuant to Emergency Ordinance No. 019333, the El Paso City-County Office of Emergency Management ("OEM") reallocated COVID-19 Operations staff to assist as migrant shelter surge staff and 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, in the Fall of 2022, at least partly pursuant to the authority contained in Emergency Ordinance No. 019333, 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, the Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operations 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, from time to time during the migration waves, EPIA in recent past, has become saturated with migrants awaiting air travel and has needed 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 four international ports of entry between Texas and Mexico; and

WHEREAS, at times during the pendency of Emergency Ordinance No. 019333, border officials have barricaded and closed down the Paso del Norte bridge due to a breach of public safety involving hundreds of migrants present on the bridge attributed to rumors about the relaxation of immigration restrictions circulated on social media sites, which has caused significant delays at the international ports-of-entry involving trade; and

WHEREAS, the encampment of large groups of migrants on City rights of way, parks and other City property at one point led to street closures and cessation of the streetcar service and reassignment of City staff required to ensure safety and sanitary conditions in that area; and

WHEREAS, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local non-governmental organizations (“NGOs”) with surge staff, coordination of resources and supplies, and transportation in light of the continued high number of community releases; 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, at that time and subsequent to that time, tens of thousands of migrants from Latin America and around the world 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 El Paso sector of U.S. Customs and Border Patrol (“CBP”) had 482,095 land border encounters and over 174,000 community releases in the federal fiscal year 2023; and

WHEREAS, for federal fiscal year 2024, the Southwest had 1,520,502 migrant encounters and

WHEREAS, when the CBP Central Processing Center is over capacity and the NGO space is unavailable, that is when the potential for street releases arises; 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, there are significant public safety and security concerns related to the waves of migration, including but not limited to the risk of 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, 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 these waves of migrants; 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; and

WHEREAS, this document reflects the authority of the City of El Paso's Office of Emergency Management in the handling of the local mass migration and is separate and apart from any authority possessed by any other jurisdiction on migrant issues.

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.

Mayor Leeser and Representatives Acevedo and Canales commented.

Assistant Fire Chief Jorge Rodriguez commented.

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Fierro, and unanimously carried that the Ordinance be **ADOPTED**.

AYES: Representatives Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Kennedy

Mayor Leeser consented to the adoption of the Emergency Ordinance.

**AN EMERGENCY ORDINANCE
EXTENDING ORDINANCE NO. 019604 DUE TO A
HUMANITARIAN, SECURITY, AND ECONOMIC CRISIS
RESULTING FROM MASS MIGRATION WAVES THROUGH EL PASO**

WHEREAS, on February 26, 2024, City Council did not unanimously vote to pass the Motion to extend Emergency Ordinance No. 019485 renewing the May 1, 2023 migrant crisis Disaster Declaration, which resulted in the automatic repeal of Emergency Ordinance No. 019485 and its related Disaster Declaration ending in accordance with City Charter Section 3.10; and

WHEREAS, in order to address the fact that the conditions prompting issuance of the May 1, 2023 migrant crisis Disaster Declaration persisted, on February 29, 2024, March 7, 2024, March 14, 2024, and March 22, 2024, the Mayor declared a disaster under the authority of §418.108(a) of the Texas Government Code due to the conditions described below; and

WHEREAS, said conditions continue to persist; and

WHEREAS, for federal fiscal year 2024, Southwest migrant encounters are at 1,520,502; and

WHEREAS, the El Paso sector of Customs and Border Patrol (“CBP”) had 482,095 land border encounters and over 174,000 community releases in federal fiscal year 2023; and

WHEREAS, since 2018 periodic waves of mass migration have arrived to the City acutely overstressing and exceeding the limits of our shelter and transportation networks for weeks or months; and

WHEREAS, upon the migrants’ arrival into the United States, they are held by CBP which processes, sets for hearing and then releases migrants to non-governmental organizations (“NGOs”), the City and County with little to no resources; and

WHEREAS, state and federal infrastructure and support is critical to support efforts led by the City of El Paso Office of Emergency Management (“OEM”) to effectively and safely care for mass groups of migrants entering the City; and

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

WHEREAS, OEM has opened the CRC when the migrant numbers exceeded the local NGO shelter capacity with over 8,700 migrants sheltered in city facilities in 2023; and

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

WHEREAS, there are significant public safety and security concerns related to the waves of migration, including but not limited to the risk of 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, 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 criminal elements that would take advantage of vulnerable migrants; and

WHEREAS, the El Paso International Airport has at times, during the waves of mass migration, become saturated with migrants awaiting air travel and shelter, and the City of El Paso has at times taken 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 four of the international ports-of-entry on the U.S.-Mexico border; and

WHEREAS, based on mass migration events in the 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 on multiple occasions; 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, this document continues the activation of the City's Emergency Management Plans, and therefore reflects the authority of the City of El Paso's OEM in the handling of the local mass migration response and is separate and apart from any authority possessed by any other jurisdiction, including other local, state, or federal agencies.

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 March 22, 2024 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.

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried that the Ordinance be **ADOPTED**.

AYES: Representatives Acevedo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Kennedy

Mayor Leeser consented to the adoption of the Emergency Ordinance.

.....
3. Presentation by the Open Space Advisory Board Chair on the Board's Strategic Plan.

Ms. Aimee Olivas, Strategic Initiatives Coordinator, and Mr. Joe Garibay, Chairman for the Open Space Advisory Board, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Molinar, Rivera, and Canales commented.

Ms. Dionne Mack, Deputy City Manager for Quality of Life, commented.

NO ACTION was taken on this item.

.....
4. Presentation by Federal Emergency Management Agency (FEMA) on the Preliminary Flood Zone Maps

Mr. Tony De La Cruz, Building Permits and Inspections Assistant Director, and Mr. Philip Etiwe, Planning and Inspections Director, introduced the item.

Mr. Larry Voice, Senior Engineer for FEMA Region 6, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Hernandez and Canales commented.

NO ACTION was taken on this item.

.....
5. Presentation and discussion on El Paso Animal Services Expansion at Former Morehead Middle School.

Mr. Adan Parra, Animal Services Operations Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representative Canales commented.

Mr. Mario D'Agostino, Deputy City Manager for Public Safety, commented.

NO ACTION was taken on this item.

.....
EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 10:39 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Canales, and unanimously carried to **ADJOURN** the Executive Session at 1:01 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

.....
EX1. Roberto Arriola Jr. v. City of El Paso; Cause No. 2024DCV1333; 243rd District Court (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Molinar, and carried that the City Attorney's Office in consultation with the City Manager be **AUTHORIZED** to participate in Mediation of *Roberto Arriola Jr. v. City of El Paso* in Cause No.:2024DCV1333 and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority, should a settlement be reached in this case.

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

.....
EX2. Charge of Discrimination Sharon Williams; Charge No.: 453-2024-00556 and 453-2024-00858 (551.071)

NO ACTION was taken on this item.

.....
EX3. Petition for Review of Municipal Rate Action of City of El Paso's Show Cause Order Regarding Texas Gas Service Company, a Division of One Gas, Inc.'s Collection of Revenues for an Interim Rate Adjustment for Calendar Year 2021 - OS-23-00014883; HQ#UTILITY-13 (551.071)

NO ACTION was taken on this item.

.....
EX4. 2024 Texas Gas Service (TGS) Annual Gas Reliability Infrastructure Program ("GRIP") Application for Annual Interim Rate Adjustment; HQ#UTILITY-33 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, and unanimously carried that the **CITY OF EL PASO**, after review of the Interim Rate Adjustment filed by the Texas Gas Service Company, a division of ONE Gas, Inc., ("TGS") on March 8, 2024, **FINDS:**

1. That the requested interim rate adjustment is hereby **DENIED**.
2. That TGS is **ORDERED** to reimburse the City's expenses in reviewing this request within 30 days after it is invoiced.
3. That the City Attorney's Office, in consultation with the City Manager, is authorized to file an intervention in any Appeal filed by TGS from the Action of the City Council of the City of El Paso.

This Motion is intended to grant broad authority to the City Attorney's Office to take all action necessary to address these matters, including but not limited to, the initiation and response to

any, litigation, complaints, appeals, administrative or judicial proceedings or process regarding this matter.

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

NAYS: None

.....
EX5. Application of El Paso Electric Company to Update its Generation Cost Recovery Rider Related to Newman Unit 6; HQ#UTILITY-31 (551.071)

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

NO ACTION was taken on this item.

.....
EX6. Application of El Paso Electric Company for Waiver of Certain Rate Filing Package Schedules in its 2024 Rate Application; HQ#UTILITY-42 (551.071)

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

NO ACTION was taken on this item.

.....
EX7. Discussion on economic development opportunities in Northeast El Paso, Texas. HQ#24-2438 (551.072) (551.087)

NO ACTION was taken on this item.

.....
EX8. Discussion with Legal Counsel regarding Real Estate Located in Downtown El Paso; HQ #24-2171 (551.071)

NO ACTION was taken on this item.

.....
Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried to **ADJOURN** the meeting at 1:05 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-59, 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 Representative Henry Rivera from the July 2, 2024, Regular City Council Meeting.



Legislation Text

File #: 24-826, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 3

Airport, Tony Nevarez, (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 the First Amendment to Office Space Rental Agreement between the City of El Paso and ABM Aviation to increase the office space by 284 square feet to a total of 412 square feet, and increase the annual rental rate by \$6,613.76 for a total of \$19,930.52 annually.

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

DEPARTMENT: Aviation

AGENDA DATE: July 2, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Tony Nevarez, (915) 212-7301

DISTRICT(S) AFFECTED: 3

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

SUBGOAL: N/A

SUBJECT:

A Resolution that the City Manager, or designee, be authorized to sign the First Amendment to Office Rental Space Agreement between the City of El Paso and ABM Aviation to increase the office space by 284 square feet to a total of 412 square feet, and increase the annual rental rate by \$6,613.76 for a total of \$19,930.52 annually.

BACKGROUND / DISCUSSION:

ABM Aviation, Inc currently leases 284 square feet of office space at the El Paso International Airport, 6701 Convair Rd., Suite(s) ATO 2 & 10, El Paso, Texas 79925. They require an additional 128 square feet of space to provide a breakroom for their employees. The initial term of the Rental Agreement is for three years with the option to extend the Agreement for two additional one-year terms.

PRIOR COUNCIL ACTION:

Office Space Rental Agreement – November 23, 2021

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



Tony Nevarez, Interim 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 the First Amendment to Office Space Rental Agreement between the City of El Paso and ABM Aviation to increase the office space by 284 square feet to a total of 412 square feet, and increase the annual rental rate by \$6,613.76 to a total of \$19,930.52 annually.

APPROVED this _____ day of _____ 2024.

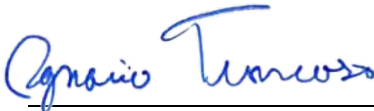
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

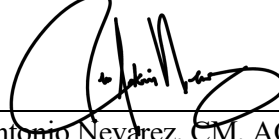
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Interim Director of Aviation

THE STATE OF TEXAS)
)
)
COUNTY OF EL PASO)

**FIRST AMENDMENT TO OFFICE SPACE RENTAL
AGREEMENT**

This First Amendment to the Office Space Rental Agreement (“**First Amendment**”) is made on _____ (“**Effective Date**”) and is between the City of El Paso, a municipal corporation under the laws of the State of Texas (the “**City**”) and ABM Aviation, Inc., a Georgia corporation (the “**Lessee**”).

WHEREAS, on November 23, 2021, the City and the Lessee entered into an Office Space Rental Agreement (the “**Agreement**”); and

WHEREAS, the parties wish to amend the Office Space Rental Agreement to increase the office space totaling 284 square feet to 412 square feet.

The parties agree as follows:

1. That **Section 2.01 (Description of the Premises)** is hereby amended to read as follows:

SECTION 2.01 Description of the Premises

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to the Lessee and the Lessee does hereby lease from Lessor the following described Premises located in the Airport terminal located at 6701 Convair, El Paso, Texas, (“Terminal”) (collectively referred to herein as the “Premises”). Which is more fully described in **EXHIBIT “A”** and which is attached hereto and incorporated herein for all purposes:

ATO 2: 96 square feet.

ATO 9: 128 square feet.

ATO 10 135 square feet.

Hallway: 53 square feet.

Total area to be leased is 412 square feet as shown on Exhibit “A-1”

2. That **Section 3.01 (Rentals)** is hereby amended in its entirety as follows:

Section 3.01 Rentals

The rental rate applicable to the Premises shall be at the following rate:

284 sf at \$43.60 per square foot per annum for Office Space (ATO2, ATO10) and Hallway

284 sf at \$3.29 per square foot per annum for Electricity Charges for Office Space (ATO 2, ATO10) and Hallway

128 sf of Office Space (ATO 9) at \$48.43 per square foot per annum

128 sf at \$3.24 per square foot per annum for Electricity Charges for Office Space (ATO9).

With the addition of Airport Terminal Office ATO 9, the new annual rate is \$19,930.52 an increase of \$6613.76 annually.

The new monthly rate is \$1660.88 and increase of \$551.15 monthly.

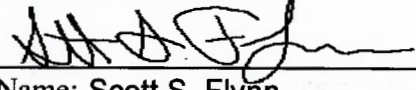
3. That **Section 3.02 (Electricity Charges)** is hereby amended as follows:

SECTION 3.02 ELECTRICITY CHARGES.

Lessee shall pay City charges for electrical power used in the Premises at the rate of \$3.29 per square foot per annum for 284 square feet of Office Space (ATO 2 , ATO 10) and Hallway, and a rate of \$3.24 square foot per annum for 128 square feet for Office Space (ATO 9), the current applicable rate as defined by City Budget Resolution. Such charges shall be paid in twelve (12) equal monthly installments on or before the first day of each month throughout the term of this Agreement, without the necessity for an invoice.

4. Except as expressly amended by this First Amendment, the Agreement remains in full force and effect as written therein

LEESEE:
ABM Aviation, Inc.


Name: Scott S. Flynn
Title: SVP & Deputy General Counsel
Date: 5.16.2024

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on this 16th day of May,
2024 by Scott Flynn, as SVP & Deputy General Counsel of ABM Aviation, Inc.
(Lessee).


Notary Public, State of Texas

My Commission Expires:

12/15/2027



Exhibit A

02/06/2024



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to **affirm** your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	ABM Aviation
Business Name	ABM Aviation
Agenda Item Type	Political Donation
Relevant Department	Land & Contracts El Paso International Airport

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: James Mahone Date: 5-29-2024



Legislation Text

File #: 24-851, 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

Airport, Tony Nevarez, (915) 212-7325

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the CITY OF EL PASO and GARVER, LLC, an Arkansas, U.S.A. foreign limited liability company authorized to transact business in Texas, for a project known as "Development of Sustainability Master Plan for the El Paso International Airport" for an amount not to exceed \$398,786.00; 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 \$498,786.00; 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: July 2, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E., City Engineer
(915) 212-0065
Tony Nevarez, Interim Airport Director
(915) 212 - 7325

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: No. 1: Cultivate an Environment Conducive to Strong, 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 GARVER, LLC, an Arkansas, U.S.A. foreign limited liability company authorized to transact business in Texas, for a project known as "Development of Sustainability Master Plan for the El Paso International Airport" for an amount not to exceed \$398,786.00; 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 \$498,786.00; 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:

The El Paso International Airport is developing a Sustainability Master Plan. This initiative aligns with the sustainability goals and initiatives of both the city of El Paso and EPIA. The planning document will set energy and sustainability goals, strike a balance between the benefits and costs of sustainability activities, and develop metrics for measuring sustainability success.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$398,786.00

Funding Source: Federal Aviation Administration Supplemental, Airport Enterprise Fund

Account: 562-3010-580270-62335

562-3080-580270-62335

Revised 04/09/2021

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? x YES NO

PRIMARY DEPARTMENT: El Paso International Airport

SECONDARY DEPARTMENT: Capital Improvement Department

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, P.E., City Engineer

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 GARVER, LLC, an Arkansas, U.S.A. foreign limited liability company authorized to transact business in Texas, for a project known as “Development of Sustainability Master Plan for the El Paso International Airport” for an amount not to exceed \$398,786.00; 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 \$498,786.00; 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 Leaser, Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department



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

EVALUATION COMMITTEE SCORESHEET SUMMARY					
SOLICITATION #2024-0392R					
DEVELOPMENT OF SUSTAINABILITY MASTER PLAN FOR THE EL PASO INTERNATIONAL AIRPORT					
Consultant	GARVER, LLC				
Rater 1	79				
Rater 2	81				
Rater 3	80	One SOQ was received for this solicitation			
Total Rater Scores	240				
References	3.2				
Overall Score:	243.2				

Rankings	Consultant
1	Garver, LLC

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
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 Garver, LLC, an Arkansas, U.S.A. foreign limited liability company 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 “Development of Sustainability Master Plan For The El Paso International Airport”, 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 **\$398,786.00** 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 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 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 INTENTIONALLY DELETED.

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”** the Notice to Proceed.

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 \$1,000,00.00 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 INTENTIONALLY DELETED.

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
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With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	GARVER, LLC Attn: Neil Gabrielson 13750 San Pedro Ave., Suite 350 San Antonio, TX 78232
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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.


(SIGNATURES ON THE FOLLOWING PAGES)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

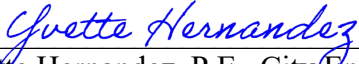
Cary Westin
City Manager

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 **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

CONSULTANT:

By: Colin Bible
Name: Colin Bible
Title: Vice President

ACKNOWLEDGEMENT

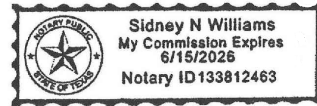
THE STATE OF Texas §
§
COUNTY OF Collin §

This instrument was acknowledged before me on this 4th day of June, 2024,
by Colin Bible, Vice President, on behalf of Consultant.

Sidney Williams
Notary Public, State of Texas

My commission expires:

6/15/24



**ATTACHMENT “A”
SCOPE OF SERVICES**



**EXHIBIT A
SCOPE OF SERVICES
EL PASO INTERNATIONAL AIRPORT
SUSTAINABILITY MASTER PLAN**

GENERAL/BACKGROUND

This scope of services details the process that will be utilized to complete a Sustainability Master Plan ("SMP" or "Plan") for the El Paso International Airport (ELP) of El Paso, Texas hereinafter referred to as "Client" or "ELP".

ELEMENT 1 – SCOPING, PROJECT ADMINISTRATION, VISIONING, AND OUTREACH

Task 1.1 – Scoping

Garver will facilitate a virtual meeting with the Client to review and discuss a scope outline for the SMP. Garver will utilize feedback collected from this meeting to build the full scope of services contained herein. Garver will provide the scope to the Client for review. One round of revisions is assumed.

Task 1.2 – Project & Grant Administration

Garver will provide grant administration support throughout this project. This will include the development of grant paperwork including progress reports and grant closeout documentation. Garver will facilitate coordination of the project team and support coordination with the Client, the City of El Paso (hereinafter referred to as "City"), the City's Climate Action Plan consultant, and/or FAA, as needed or requested by the Client. This task includes bi-weekly thirty (30) minute internal team meetings to support project implementation and bi-weekly thirty (30) minute project status meetings with the client. Six (6) additional virtual meetings and one (1) in-person meeting are also included in this phase to support coordination as needed throughout the project.

Task 1.3 – Project Steering Committee Formation

Working with the Client, Garver will support the creation of a project steering committee (PSC) to provide guidance and feedback throughout the life of the project. At project kickoff or shortly thereafter, the Client will provide to Garver a list of names, titles and email addresses of the individuals it wishes to have sit on the PSC.

Task 1.4 – Visioning

Garver will facilitate a visioning session with the Client to identify and understand existing ELP and City initiatives, goals and accomplishments relevant to the creation of the Plan. It is expected that the PSC will participate in this session, along with any other key participants the Client wishes to involve. Specific issues or needs associated with ELP that should be considered during the SMP process will also be captured during this task. Garver will also support a stakeholder mapping exercise as part of the visioning process to identify key stakeholders that should be considered or engaged in the SMP process. The visioning session will be held in-person at ELP and will be attended by three (3) members of the Garver team. The visioning session is expected to last approximately two (2) hours.



Task 1.5 – Public Website

Garver will create and host a public website to share information and updates regarding the SMP. A portal for soliciting public feedback will also be provided on the website. Content will be updated throughout the project with concurrence from the PSC. Up to five (5) total site updates are anticipated throughout the life of the project. Garver will keep this site operational for one (1) year from the end of the SMP project, or less at the direction of the Client.

ELEMENT 2 – BASELINE CONDITIONS REVIEW

Task 2.1 – Existing Documentation Review

With consideration for the information collected in Task 1.4 of this scope, Garver will review existing documents and studies that are expected to be relevant to the SMP. This review is expected to include a combination of information provided by the Client and the City. These documents are expected to include, but not limited to:

- *City Resilient El Paso* resiliency study (2018)
- El Paso Regional Climate Action Plan (in progress – hereinafter “CAP”).
- ELP Master Plan Update (2020)
- El Paso International Airport Energy Master Plan (2022)
- El Paso International Airport Energy Benchmarking Report (2022)
- Plans and designs for sustainability and resiliency projects
- Airport utility bills (to be further discussed in Task 2.6)
- Vehicle fueling records (to be further discussed in Task 2.6)

Task 2.2 – Local Considerations

Garver will capture local considerations that are expected to influence the SMP. Local considerations are expected to include the regional climate, climate change impacts, area disadvantaged communities, airport economic benefit, and the Binational Metroplex. Information related to local considerations contained in the plans referenced in Task 2.1 of this scope will be used to provide consistency and minimize duplication of effort. This task includes coordination with appropriate City staff and the City's CAP consultant to facilitate information sharing and coordination with the SMP.

Task 2.3 – Infrastructure Review

Garver will conduct a review of existing ELP infrastructure to understand current conditions of airside, landside and terminal facilities and any sustainability or resiliency features or needs. Garver will also review infrastructure projects that are under design or construction at the time of this task, as well as planned projects in the ELP capital improvement plan. This review will be conducted in part using information collected in Task 2.1 and any other applicable information provided to Garver by the Client.

Garver will also conduct a site visit at ELP to tour airport facilities and gain an understanding of specific issues, challenges, and opportunities associated with the infrastructure. As part of the site visit, Garver may conduct interviews with up to five (5) ELP staff members or teams with key responsibilities for



existing or planned infrastructure. This site visit is expected to be conducted during the same visit as the visioning effort described in Task 1.4. and is expected to last approximately eight (8) hours.

Garver will also conduct an electrical sustainability and resiliency assessment as part of this task. A comprehensive review of the airport's existing electrical systems (airside, terminal, and landside) to identify potential points of failure, opportunities for improving resiliency, and prospects for improving system efficiency. Garver will work with the airport to gather information for existing electrical infrastructure supporting the airport. These areas include airfield lighting and NAVAIDS, electrical airfield vault power and controls, terminal power and lighting systems, site and roadway lighting, parking environments, and airport gate access control. Where appropriate, Garver will also utilize electrical infrastructure information collected during past projects at the airport and the documentation review completed in Task 2.1. Garver will complete a single two (2) day site visit with (2) Garver staff to document existing electrical infrastructure conditions of the airport. Some of the data collection will need to be performed during the night hours to document existing lighting conditions throughout the airport.

Garver will also facilitate up to four (4) virtual meetings with ELP staff and other stakeholders in support of the collection of this data. These meetings are expected to be attended by two (2) Garver team members.

Task 2.4 – Workforce Engagement

Garver will collect feedback from ELP staff to assess current processes, sustainability best practices, and sustainability resources in place at the Airport. During the site visit discussed in Task 2.3 of this scope, Garver will facilitate two (2) small group discussions with representatives from front-line staff groups to discuss current training practices and any additional training that could be helpful in implementing more sustainable operational practices. These discussions are expected to last approximately one (1) hour. This group discussions will also be used to support data collection for Task 2.5.

Task 2.5 – Health and Safety of Occupants

The health and safety of airport employees and users are paramount to a successful operation. Exposure to toxic chemicals or other particulates contributing to poor indoor air quality and health outcomes can be minimized with established protocols in place. Key factors that impact health and safety of occupants will be identified as part of the front-line staff discussions referenced in Task 2.4 of this scope.

Task 2.6 – Resources Usage

To develop tangible goals and opportunities for improving resource usage throughout the airport, it is necessary to first evaluate the airport's current utilization as a baseline case. Current usage of the airport's potable water including from restrooms, drinking fountains, janitorial services, irrigation, airport maintenance, and food preparation will be collected through review of water utility bills for ELP and reviewed for potential areas of improvement. This evaluation includes determining the type of fixtures installed and corresponding flush and flow rates, if the client is able to provide this information.



Electricity consumption data from utilities, facility monitoring systems, and other available sources, including documentation referenced in Task 2.1 of this scope of services, will be compiled to generate a baseline case that can be improved upon. Similarly, natural gas usage data will be gathered from utilities, facility monitoring systems, and other sources to develop a baseline. According to the CAP, transportation is one of the largest sources of greenhouse gas emissions in the city, accounting for 40% of total emissions. The current rate of consumption for fuel types in use at the airport will be analyzed to establish a baseline. Fuel consumption data is expected to be collected through ELP records provided by the Client.

Evaluation of current waste management and recycling practices and infrastructure at ELP will be conducted as part of the site visit discussed in Task 2.3 of this scope. Garver will also facilitate a one (1) hour virtual meeting with the current ELP waste and recycling vendor(s) to understand current diversion streams and diversion rates, and reporting practices.

Collectively, resource usage data will inform the goal setting process described in Element 4 of this scope of services.

Task 2.7 – Emissions

Garver will conduct an emissions inventory for Scope 1 and Scope 2 emissions associated with ELP. Garver will use the International Council for Local Environmental Initiatives (ICLEI) ClearPath methodology for this emissions inventory to provide consistency with the emissions inventory in the CAP. To the extent possible, emissions categories will be aligned with the CAP. The City will provide Garver with access to the ClearPath tool via a license or other means that allow the analysis to be completed. One (1) virtual meeting, attended by two (2) Garver team members, is included in this scope for the purposes of coordination with the Client, City, and/or CAP consultant regarding the emissions inventory process.

ELEMENT 3 – FORECASTING

Task 3.1 – Update Select Forecasts

To support development of subsequent elements of this scope of services, Garver will review the forecasts completed as part of the most recent airport master plan (AMP) and complete updates to the following forecast elements, as needed:

- Aircraft Operations
- Aircraft Operations Fleet Mix
- Passenger Enplanements

The need for updates will be determined by comparing AMP forecasts for these elements to the most recent data available from FAA and Client sources. It is assumed that 2023 data will be used as the base year. Garver will update forecasts for the 10 year period beginning in 2024. Garver will also facilitate one (1) virtual meeting with the Client to coordinate the forecast updates and identify any key factors that should be considered when updating these forecasts. No new socioeconomic data will be



collected as part of this effort except from the CAP, if needed or requested by the Client. Garver will consider these forecasts in the development of SMP goals and implementation plan priorities and phasing in subsequent elements of this scope of services.

Task 3.2 – Interim Working Paper

Garver will present its findings from Elements 1-3 of this scope to the PSC via a one (1) hour in-person meeting. This meeting will be attended by two (2) Garver team members and will be completed during the same visit as the Client Goal Setting Workshop described in Task 4.1 of this scope. Any feedback collected from this presentation will be used to inform an interim working paper documenting the findings of Elements 1-3 of this scope. This working paper will be provided to the Client for review. One round of revisions will be completed based on any Client comments received.

ELEMENT 4 – GOAL SETTING

Task 4.1 – Client Goal Setting Workshop

Using the findings of Elements 1-3 of this scope, Garver will conduct a goal-setting workshop with the PSC to identify and determine actionable and achievable goals to be studied in the subsequent components of the SMP. Goal areas to be discussed are expected to include the following:

- Airside
- Terminal
- Landside
- Emissions
- Resource Usage
- Community
- Health & Safety of Occupants

This workshop will be held in-person at ELP during the same visit described in Task 3.2 of this scope and attended by three (3) Garver team members. It is expected to be approximately two (2) hours in length. Following this workshop, Garver will conduct additional research, as needed on the goals identified in the workshop and develop initial action plans associated with proposed goals. Up to four (4) follow-up virtual meetings will be held with the PSC or ELP staff to review this information and make revisions, as needed. These meetings are expected to be one (1) hour in length and attended by two (2) Garver team members.

Task 4.2 – Stakeholder Goal Setting Open House

Utilizing the results of Task 4.1, Garver will facilitate a stakeholder goal setting open house to collect additional feedback on goals to be considered in the SMP. The stakeholder mapping exercise completed in Task 1.4 will be utilized to identify stakeholders that should be engaged in this event. The Client will be responsible for advertising the event and inviting applicable stakeholders. Garver will provide one (1) 8.5" x 11" electronic flyer in pdf format for Client use in disseminating information about



the event. The open house is expected to be three (3) hours in length and attended by three (3) Garver team members.

Task 4.3 – Sustainability & Resiliency Goal Setting

Garver will present the collective feedback received from the events described in Tasks 4.1 and 4.2 to the Client to determine a final set of goals for each of the areas described in Task 4.1. This presentation is expected to be held virtually and attended by two (2) Garver team members. The presentation is expected to be one (1) hour in length.

ELEMENT 5 – IMPLEMENTATION PLANNING

Task 5.1 – Implementation Plan Development

Using the findings and determinations from the preceding tasks, Garver will formulate an implementation plan for achieving the goals set in Task 4.3 of this scope. The plan is expected to include a combination of capital projects and organizational initiatives. Key considerations for this plan and its goals are expected to include, but not be limited to, the following items:

- A system of prioritization for projects and initiatives
- Funding mechanisms
- Organizational support
- Communication mechanisms
- Feedback and re-evaluation mechanisms

Garver will provide recommendations for each area listed above. Additionally, high-level cost estimates, potential funding sources, and phasing (using the established prioritization criteria) will be identified as part of the funding mechanisms effort. Garver will present key aspects of the implementation plan to the Client via a one (1) hour virtual meeting, which will be attended by two (2) Garver team members. Feedback collected from this presentation will be used to inform the final draft of the implementation plan. Garver will then provide the final draft to the Client for review. One (1) round of revisions will be completed based on any Client comments received.

Task 5.2 – Final SMP Document

Upon completion of Task 5.1, Garver will finalize the full sustainability master plan, which will include the revised working paper completed in Task 3.2, the goal setting process and outcomes outlined in Element 4, and the revised implementation plan completed in Task 5.1. Garver will also develop a one-page informational document to share key information and findings from the SMP that can be used by the Client for stakeholder communication. Garver will provide the final plan documents to the Client in electronic pdf format.



Task 5.3 – ICLEI Dashboard Integration

In coordination with the City and the City's CAP consultant, if needed, Garver will integrate key data and goals into the City's ICLEI dashboard that is being built as part of the CAP. This integration may take place at various points throughout the SMP process, if requested by the Client or the City.

Task 5.4 – City Council Presentation

Once the deliverables discussed in the preceding tasks are completed, Garver will attend one (1) El Paso City Council meeting to present on the SMP. This task includes the preparation of a PowerPoint presentation, if desired, and will be attended by two (2) Garver team members.

Project Deliverables:

This section summarizes the deliverables discussed in this scope of services that will be provided to the Client:

1. Project website
2. Interim Working Paper
3. Implementation Plan
4. Final Sustainability Master Plan Document (combined revised version of interim working paper, goal setting documentation, and implementation plan)
5. One page SMP informational document
6. ICLEI Dashboard integration

Extra Work:

For clarification purposes, the proposed scope of services for this scope of service specifically does not include any of the following items/tasks stated below:

- Design services
- Revisions to the existing ELP or City of El Paso capital improvement plan
- Site visits or in person meetings not referenced in this scope of services
- Property research
- Meetings or travel not referenced in this scope of services
- Analysis or other work for the City Climate Action Plan, unless such work primarily benefits the SMP and is within the scope of services
- Certification of any project or initiative
- Facilitation of any training or training materials
- Creation of standard operating procedures or any other documents not referenced in this scope of services

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

Exhibit B

El Paso International Airport Sustainability Master Plan

FEE SUMMARY

Title I Service	Estimated Fees
Scoping, Project Administration, Visioning and Outreach	\$ 92,942.00
Baseline Conditions Review	\$ 134,389.00
Forecasting	\$ 30,213.00
Goal Setting	\$ 70,656.00
Implementation Planning	\$ 70,586.00
Subtotal for Title I Service	\$ 398,786.00
 Total All Services	 \$ 398,786.00

Exhibit B

El Paso International Airport Sustainability Master Plan

Scoping, Project Administration, Visioning and Outreach

WORK TASK DESCRIPTION	P-4	P-2	E-6	E-4	X-2	T-1
	\$269.00	\$209.00	\$296.00	\$229.00	\$103.00	\$112.00
	hr	hr	hr	hr	hr	hr
1.1 Scoping						
Client Scoping Meeting + Prep	1	3		3		
Scope Preparation	3	10		6		
Bi-Weekly Internal Team Meetings		15		15		
Bi-Weekly Project Status Meetings		15		15		
Subtotal - Scoping	4	43	0	39	0	0
1.2 Project & Grant Administration						
Grant Administration					16	
Project Administration	4	10	2	8		
Virtual Coordination Meetings (6)		6		6		
In-Person As-Needed Meeting				12		
Subtotal - Project & Grant Administration	4	16	2	26	16	0
1.3 PSC Formation						
Client Coordination		1		2		
Subtotal - PSC Formation	0	1	0	2	0	0
1.4 Visioning						
Visioning Prep	4	8		4		
Visioning Session	16	16				
Visioning Documentation	4	8			4	
Subtotal - Visioning	24	32	0	4	4	0
1.5 Public Website						
Initial Website Build		2		2		15
Site Updates		4		2		15
Public Comment Management		8		8		12
QA/QC	3					
Subtotal - Public Website	3	14	0	12	0	42

Hours	35	106	2	83	20	42
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Salary Costs	\$9,415.00	\$22,154.00	\$592.00	\$19,007.00	\$2,060.00	\$4,704.00
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SUBTOTAL - SALARIES: \$57,932.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$50.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$1,800.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$1,850.00
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SUBTOTAL:	\$59,782.00
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SUBCONSULTANTS FEE:	\$33,160.00
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HMMH	\$33,160.00
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TOTAL FEE:	\$92,942.00
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Exhibit B

El Paso International Airport Sustainability Master Plan

Baseline Conditions Review

WORK TASK DESCRIPTION	P-4	P-2	E-6	E-5	E-4	E-1	X-2
	\$269.00	\$209.00	\$296.00	\$269.00	\$229.00	\$139.00	\$103.00
	hr	hr	hr	hr	hr	hr	hr
2.1 Existing Documentation Review							
Review Documents and Plans		6			6	12	
Subtotal - Existing Documentation Review	0	6	0	0	6	12	0
2.2 Local Considerations							
Review Local Considerations		2			2	4	
CAP Coordination		6			4	6	
Subtotal - Local Considerations	0	8	0	0	6	10	0
2.3 Infrastructure Review							
Review Existing Infrastructure		16	2		12		
<u>Electrical Sustainability/Resiliency Study</u>							
-Visit Prep				16	16		
-Site Visit				16	16		
-Documentation				24	24		
Additional Virtual Meetings (4)					5		
Subtotal - Infrastructure Review	0	16	2	56	73	0	0
2.4 Workforce Engagement							
Discussion Prep/Coordination		2			6	6	
Small Group Discussions (2)		2			2		
Subtotal - Workforce Engagement	0	4	0	0	8	6	0
2.5 Health and Safety of Occupants							
Discussion Prep/Coordination		2			6	6	
Group discussion hours under Task 2.4							
Subtotal - Health and Safety of Occupants	0	2	0	0	6	6	0
2.6 Resources Usage							
Utilities Usage Baselines					4		
Subtotal - Resources Usage	0	0	0	0	4	0	0
2.7 Emissions							
ICLEI ClearPath Scope 1&2 Emissions Inventory		2			4		
Subtotal - Emissions	0	2	0	0	4	0	0
QA/QC							
Baselines QA/QC	4	6	2		8		
Subtotal - QA/QC	4	6	2	0	8	0	0

Hours	4	44	4	56	115	34	0
Salary Costs	\$1,076.00	\$9,196.00	\$1,184.00	\$15,064.00	\$26,335.00	\$4,726.00	\$0.00

SUBTOTAL - SALARIES: \$57,581.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00

Travel Costs	\$1,800.00
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SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$1,800.00
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SUBTOTAL:	\$59,381.00
SUBCONSULTANTS FEE:	\$75,008.00
HMMH	\$75,008.00
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TOTAL FEE:	\$134,389.00

Exhibit B

El Paso International Airport Sustainability Master Plan

Forecasting

WORK TASK DESCRIPTION	P-4	P-2	P-1	E-4	X-2
	\$269.00	\$209.00	\$177.00	\$229.00	\$103.00
	hr	hr	hr	hr	hr
3.1 Update Select Forecasts					
Validate AMP forecasts		6	8		
Update forecasts		6	8		
Forecasts coordination meeting + prep		6	4	2	
QA/QC	2				
Subtotal - Update Select Forecasts	2	18	20	2	0
3.2 Interim Working Paper					
Baseline and Forecast findings presentation + prep	1	4	8	6	3
Interim Working Paper		10	40	8	6
Interim Working Paper Revisions	2	4	12	6	4
QA/QC	3				
Subtotal - Interim Working Paper	6	18	60	20	13

Hours	8	36	80	22	13
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Salary Costs	\$2,152.00	\$7,524.00	\$14,160.00	\$5,038.00	\$1,339.00
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SUBTOTAL - SALARIES: \$30,213.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$0.00

SUBTOTAL: \$30,213.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$30,213.00

Exhibit B**El Paso International Airport
Sustainability Master Plan****Goal Setting**

WORK TASK DESCRIPTION	P-4	P-2	E-4	E-1	X-2	D-2
	\$269.00	\$209.00	\$229.00	\$139.00	\$103.00	\$149.00
	hr	hr	hr	hr	hr	hr
4.1 Client Goal Setting Workshop						
Workshop prep and coordination		3	6			
Goal Setting Workshop			16			
Additional Research/Action Plans	4	6	12	24		
PSC Follow-up Meetings (4)			6			
Subtotal - Client Goal Setting Workshop	4	9	40	24	0	0
4.2 Stakeholder Goal Setting Open House						
Open house prep and coordination		4	8			4
Open house electronic flyer & exhibits		2	4	4		24
Goal Setting Open House			16			
Open House Documentation		4	8	8		
Subtotal - Stakeholder Goal Setting Open House	0	10	36	12	0	28
4.3 Finalize Goal Setting						
Collective feedback presentation + prep			6	6		
QA/QC	1					
Subtotal - Finalize Goal Setting	1	0	6	6	0	0

Hours	5	19	82	42	0	28
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Salary Costs	\$1,345.00	\$3,971.00	\$18,778.00	\$5,838.00	\$0.00	\$4,172.00
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SUBTOTAL - SALARIES:	\$34,104.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel	\$1,800.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$1,800.00
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SUBTOTAL:	\$35,904.00
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SUBCONSULTANTS FEE:	\$34,752.00
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HMMH	\$34,752.00
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TOTAL FEE:	\$70,656.00
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Exhibit B

El Paso International Airport Sustainability Master Plan

Implementation Planning

WORK TASK DESCRIPTION	P-4	P-2	E-6	E-4	E-1	X-2	D-2
	\$269.00	\$209.00	\$296.00	\$229.00	\$139.00	\$103.00	\$149.00
	hr	hr	hr	hr	hr	hr	hr
5.1 Implementation Plan Development							
Develop recommendations		12	2	16	20		
Develop cost estimates		2		6	24		
Client presentation + prep		2		6	8	2	
Implementation plan		8		12	24		
QA/QC	3						
Subtotal - Implementation Plan Development	3	24	2	40	76	2	0
5.2 Final Plan Document							
Assemble full SMP		6		8	24	8	
One-page informational flyer		3		6	2	4	12
QA/QC	3		1				
Subtotal - Final Plan Document	3	9	1	14	26	12	12
5.3 ICLEI Dashboard Integration							
CAP coordination		4					
Dashboard integration		1		2			
Subtotal - ICLEI Dashboard Integration	0	5	0	2	0	0	0
5.4 City Council Presentation							
Presentation Preparation		4		6		4	
City Council Presentation		12		12			
Subtotal - City Council Presentation	0	16	0	18	0	4	0

Hours	6	54	3	74	102	18	12
Salary Costs	\$1,614.00	\$11,286.00	\$888.00	\$16,946.00	\$14,178.00	\$1,854.00	\$1,788.00

SUBTOTAL - SALARIES: \$48,554.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel	\$1,800.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,800.00

SUBTOTAL: \$50,354.00

SUBCONSULTANTS FEE: \$20,232.00

HMMH \$20,232.00

TOTAL FEE: \$70,586.00

ATTACHMENT “C”
Consultant’s Basic and Additional Services

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

For the project known as “DEVELOPMENT OF SUSTAINABILITY MASTER PLAN FOR THE EL PASO INTERNATIONAL AIRPORT ” 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.

ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “**DEVELOPMENT OF SUSTAINABILITY MASTER PLAN FOR THE EL PASO INTERNATIONAL AIRPORT**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$398,786.00** 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 compensation for each task describedn in Attachment "A". The owner shall make payments upon presentation of the Consultan's detailed invoice and accompanying summary and progress report and Owner's written approval

Scoping, Project Administration, Visioning and Outreach	\$92,942.00
Baseline Conditions Review	\$134,389.00
Forecasting	\$30,213.00
Goal Setting	\$70,656.00
Implementation Planning	\$70,586.00
Total	\$398,786.00

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

The Consultant shall complete the requested services in accordance with the Notice to Proceed.

**ATTACHMENT “E”
INSURANCE CERTIFICATE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2023

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 Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: Kathy Jones PHONE (A/C, No. Ext): 501-377-8502 FAX (A/C, No): E-MAIL ADDRESS: kathy.jones@stephens.com														
INSURED Garver LLC 221 N. Kansas Street, Suite 1208 El Paso TX 79901	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Phoenix Insurance Company (A++XV)</td><td>25623</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Company (A++XV)</td><td>25615</td></tr><tr><td>INSURER C: Farmington Casualty Company (A++XV)</td><td>41483</td></tr><tr><td>INSURER D: Travelers Property Casualty Co of Amer (A++ XV)</td><td>25674</td></tr><tr><td>INSURER E: Starr Surplus Lines Insurance Company (A XV)</td><td>23850</td></tr><tr><td>INSURER F: Tokio Marine Specialty Insurance Company (A++XV)</td><td>23850</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company (A++XV)	25623	INSURER B: Charter Oak Fire Insurance Company (A++XV)	25615	INSURER C: Farmington Casualty Company (A++XV)	41483	INSURER D: Travelers Property Casualty Co of Amer (A++ XV)	25674	INSURER E: Starr Surplus Lines Insurance Company (A XV)	23850	INSURER F: Tokio Marine Specialty Insurance Company (A++XV)	23850
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INSURER F: Tokio Marine Specialty Insurance Company (A++XV)	23850														

COVERAGES**CERTIFICATE NUMBER:** 75375899**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: -0- Deductible			P-630-1G052988-PHX-23	7/1/2023	7/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N886537-23-43-G	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP-6J09853A-22-43	7/1/2023	7/1/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			UB-7K425966-22-43-G	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
E	Professional Liability- Claims Made			1000634123231	7/1/2023	7/1/2024	Each Claim & Aggregate \$2,000,000
F	Contractor's Pollution Liability			PPK2572628	7/1/2023	7/1/2024	Occurrence & Aggregate \$2,000,000
	Maritime Employer's Liability *			PSR083745	7/1/2023	7/1/2024	Combined Single Limit \$1,000,000
	Underwriter at Lloyds NAIC AA-1122000						

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

Full Prior Acts applies under the Starr Professional Liability policy shown above.

CERTIFICATE HOLDERna

FOR INFORMATION ONLY - El Paso**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

Ted Grace

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver LLC 221 N. Kansas Street, Suite 1208 El Paso TX 79901	
POLICY NUMBER P-630-1G052988-PHX-23			
CARRIER Phoenix Insurance Company (A++XV)	NAIC CODE 25623	EFFECTIVE DATE: 7/1/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: FOR INFORMATION ONLY - El Paso

ADDRESS:

The following policy endorsements apply to the Certificate Holder and other named person or organization if you have agreed in written contract:

Certificate Holder is an Additional Insured on the General Liability if required by written contract per Blanket Endorsement CGD414 & CGD246 on a Primary & Non-contributory basis and includes Completed Operations.

Certificate Holder is an Additional Insured on a Primary & Non-contributory basis per Blanket Auto Endorsement CAT474.

Certificate Holder is an Additional Insured under the Umbrella policy on a Primary & Non-contributory basis per the follow form wording.

Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability by Blanket Endorsement CGD379.

Waiver of Subrogation applies in favor of the Certificate Holder under the Automobile by Blanket Endorsement CAT353.

Waiver of Subrogation applies under the Umbrella per follow form wording if required by written contract.

Waiver of Subrogation applies in favor of the Certificate Holder under the Worker's Compensation by Blanket Endorsement WC000313. Form WC420304 Texas. Form WC9903J9 Kansas. WC430305 Utah.

Waiver of Subrogation applies in favor of the Certificate Holder under the Professional Liability. This is provided within the Starr Professional Liability policy form.

30 day notice will be provided to the Certificate Holder in the event of Cancellation, Non-renewal, Material Change per Blanket Endorsement ILT804-General Liability & ILT354 (03/98) on the Automobile.

Notice of Cancel, Non-renewal, Material Change will be sent per WC Blanket Endorsement WC9906R5.

Notice of Cancel, Non-renewal and Reduction of Limits will be provided by the Professional Liability Carrier per Blanket Endorsement.

Notice of Cancel for non-payment of premium is provided if Certificate Holder is specifically endorsed to the Professional Liability policy (Endt to be attached with this certificate if applicable).

*** (Notice of Cancel for non-payment of premium will not be provided to the Certificate Holder by Travelers Ins. Co. (applies to the General Liability, Automobile Liability and Umbrella policies).

Valuable Papers is provided under policy P-630-1G052988-COF-22 shown above with a limit of \$500,000.

General Liability policy form CGT001 includes Severability (Separation) of Interest (Insured's) Clause and includes Work within railroad by endorsement CG D3 79.

Worker's Compensation Policy includes coverage for USL&H exposures without endorsement to the policy per endorsement WC000106.



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Garver LLC 221 N. Kansas Street, Suite 1208 El Paso TX 79901	
POLICY NUMBER P-630-1G052988-PHX-23		EFFECTIVE DATE: 7/1/2023	
CARRIER Phoenix Insurance Company (A++XV)	NAIC CODE 25623		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: FOR INFORMATION ONLY - El Paso

ADDRESS:

Cyber Policy W35352230101 with Syndicate 2623/623 at Lloyds, eff. 7/1/23-7/1/24 Limits \$5,000,000 Data & Network Liability.

List of WC Carriers by State:

Sub Carrier NAIC# AM Best State(s)

Farmington Casualty Company 41483 A++ XV AL, AR, KS, MO

The Travelers Indemnity Company of Connecticut 25682 A++ XV AZ, GA, KY, NE, WI

Travelers Property Casualty Company of America 25674 A++ XV CA, CO, FL, IN, MN, OH, OR, UT, WA

Travelers Casualty and Surety Company 19038 A++ XV CT, NY, TN, VA

The Travelers Indemnity Company of America 25666 A++ XV IL, MI

The Phoenix Insurance Company 25623 A++ XV LA

The Charter Oak Fire Insurance Company 25615 A++ XV MD, PA

The Travelers Indemnity Company 25658 A++ XV MS, NM, NC, SC

The Standard Fire Insurance Company 19070 A++ XV OK, TX

ATTACHMENT “F”

Federal Aviation Administration (FAA) 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 than 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 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.

6/11/2024

Date



Signature

Garver

Company Name

Vice President

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 than 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 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.

6/11/2024

Date



Signature

Garver

Company Name

Vice President

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. **CLEAN AIR AND WATER POLLUTION CONTROL** (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. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (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. FEDERAL FAIR LABOR STANDARDS ACT (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. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (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. TRADE RESTRICTION CLAUSE (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.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: _____



Legislation Text

File #: 24-876, 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

Police, Assistant Chief Julie Inciriaga, (915) 212-4308

AGENDA LANGUAGE:

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

That the Mayor be authorized to sign an Interlocal Agreement entered into by and between the City of El Paso and the District Attorney of the 34th Judicial District for the disposition of forfeited property in accordance with Chapter 59 of The Texas Code of Criminal Procedure.

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

DEPARTMENT: Police Department

AGENDA DATE: July 2, 2024

PUBLIC HEARING DATE: July 2, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Assistant Chief Julie Inciriaga, (915) 212-4308

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2 – Set the Standard for a Safe and Secure City

SUBGOAL:

SUBJECT:

That the Mayor be authorized to sign an Interlocal Agreement entered into by and between the City of El Paso and the District Attorney of the 34th Judicial District for the disposition of forfeited property in accordance with Chapter 59 of The Texas Code of Criminal Procedure.

BACKGROUND / DISCUSSION:

This interlocal agreement is to establish a formal relationship between the City and the DA for the disposition of forfeited property in accordance with Chapter 59, Texas Code of Criminal Procedure and all relevant laws.

PRIOR COUNCIL ACTION:

September 26, 2023

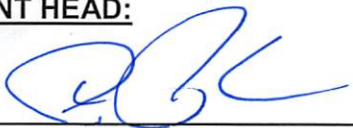
AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

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

DEPARTMENT HEAD:



Peter Pacillas, Chief, Police Department

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the District Attorney of the 34th Judicial District, for the disposition of forfeited property in accordance with Chapter 59 of the Texas Code of Criminal Procedure.

APPROVED this the _____ day of _____ 2024.

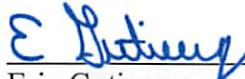
THE CITY OF EL PASO

Oscar Lesser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas, Chief
El Paso Police Department

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is entered into by and between the City of El Paso, El Paso Police Department, a law enforcement agency of the City of El Paso (“EPPD”) and the District Attorney of the 34th Judicial District, the attorney representing the State of Texas with felony jurisdiction in El Paso, Hudspeth and Culberson counties (“DA”).

WHEREAS, Chapter 59, Texas Code of Criminal Procedure, provides for the seizure and forfeiture of contraband that was used or was intended to be used in the commission of certain crimes; and

WHEREAS, the EPPD is responsible for law enforcement protection within the city limits of El Paso, Texas, and is responsible for seizure of contraband pursuant to Chapter 59, Texas Code of Criminal Procedure, as part of its law enforcement functions; and

WHEREAS, the DA is the attorney representing the State of Texas and is responsible for filing forfeiture proceedings that involve the contraband seized by the EPPD in accordance with Chapter 59, Texas Code of Criminal Procedure, and all other relevant laws; and

WHEREAS, the EPPD and the DA have previously entered into local agreements that set forth the guidelines for disposition of forfeited property in accordance with Chapter 59, Texas Code of Criminal Procedure; and

WHEREAS, the EPPD and the DA believe it to be in the best interests of the parties to enter into a new agreement that modifies the procedures and guidelines for the disposition of the value of the contraband or the contraband itself that was seized and forfeited pursuant to Texas law.

NOW, THEREFORE, THE PARTIES HEREBY ENTER INTO THIS AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1.0 PURPOSE, TERMS AND DEFINITIONS

1.1 The purpose of this Agreement is to establish a formal relationship between the EPPD and the DA for the disposition of the value of the contraband or the contraband itself that was seized and forfeited pursuant to Chapter 59, Texas Code of Criminal Procedure.

1.2 The following terms and definitions shall apply throughout this Agreement:

1.2-1 **“Court costs”** shall be defined as a taxable cost that is a litigation-related expense that the successful party is entitled to recover as part of the court’s award. Such costs shall include clerk filing fees; service fees for process and subpoenas; court-reporter fees; interpreter fees; mediation fees; witness fees for those witnesses that are subpoenaed to attend a trial or deposition (does not include expert witnesses); deposition costs; post-judgment interest on court costs; and any other fees permitted by law. Court costs will be synonymous with costs throughout this Agreement.

1.2-2 **“Fiscal year”** shall be defined as September 1 through August 31 of a given year.

2.0 CONTRACTUAL RELATIONSHIP

2.1 The parties to this Agreement are independent contractors. Except as may be expressly and unambiguously provided in the Agreement, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents, or representatives.

2.2 As an independent contractor, the DA understands and agrees that it will be responsible for its respective acts or omissions, and that the EPPD and City of El Paso shall in no way be responsible as an employer to the DA, employees, agents, or representatives who perform any service in connection with this Agreement.

2.3 As an independent contractor, the EPPD understands and agrees that it will be responsible for its respective acts or omissions, and that the DA shall in no way be responsible as an employer to the EPPD, its officers, employees, agents, or representatives who perform any service in connection with this Agreement.

2.4 The DA acknowledges and agrees that he does not have, and will not attempt to assert, the authority to make commitments for or to bind the EPPD to any obligation other than the obligations set forth in this Agreement. The EPPD also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the DA to any obligation other than the obligations set forth in the Agreement.

2.5 The parties hereby agree that the EPPD and the DA enter into the Agreement as agencies of governmental entities for the purpose of performing a governmental function.

3.0 DISTRIBUTION OF FORFEITED PROPERTY

3.1 In consideration of services provided by the EPPD and the DA in the forfeiture process, the parties hereby agree to the following terms and conditions regarding the disposition of forfeited property:

3.1-1 The EPPD shall retain seventy percent (70%) and the DA shall retain thirty percent (30%) of all forfeited money, securities, negotiable instruments, stocks or bonds, or things of value or proceeds from the sale of such items. The retention of the forfeited money, securities, negotiable instruments, stocks or bonds, or things of value or proceeds from the sale of such items by the parties shall be done in compliance with Chapter 59, Texas Code of Criminal Procedure, and any other relevant statute or ordinance.

- (a) During the pending prosecution of forfeiture money, securities, negotiable instruments, stocks or bonds, or things of value, the parties agree that the EPPD shall transfer such seized money, securities, negotiable instruments, stocks or bonds, or things of value to the management of the DA. Said money, securities, negotiable instruments, stocks or bonds, or things of value shall be deposited into an interest bearing account, as defined by Chapter 59, Texas Code of Criminal Procedure, during the pending prosecution of the civil forfeiture. Upon final judgment, after the payment of any allowable costs, the remainder of the proceeds, including interest, shall be apportioned as seventy percent (70%) to the EPPD and thirty percent (30%) to the DA.
- (b) The parties agree that the DA may retain money forfeited in amounts less than two thousand five hundred dollars (\$2,500) and such retention will not be subject to the distribution outlines above in Paragraph 3.1-1 above. In the event that the DA retains money forfeited in amounts less than \$2,500, the DA warrants that such money will only be used for the official purposes of the DA's office.

3.1-2 In terms of forfeited vehicles that are the subject of a final judgement, the EPPD shall have the right of first refusal on any forfeited vehicle and will retain said vehicle in accordance with the provisions of Chapter 59, Texas Code of Criminal Procedure. Otherwise, the DA shall have the option of retaining the forfeited vehicle in accordance with the provisions of Chapter 59, Texas Code of Criminal Procedure. The parties agree that any forfeited vehicle retained by either party shall be used only for official purposes. Title to said forfeited vehicle shall be held by the party who retains possession. If neither party wishes to retain a forfeited vehicle,

then the parties agree that the vehicle will be auctioned in accordance with the provisions of Chapter 59, Texas Code of Criminal Procedure, and distribution of the sale proceeds shall be divided as stated in Paragraph 3.1-1 above. The parties shall at all times comply with the requirements of the Servicemembers Civil Relief Act ("SCRA"), as may be amended, applicable to the towing, impoundment, and sale of vehicles.

- (a) In the event that a third party possesses a lien over a vehicle subject to forfeiture, the parties agree to confer, on a case by case basis, to determine whether to continue with the forfeiture of the vehicle. In the event the parties agree to move forward with a forfeiture lawsuit, the DA shall cause the owner and any interest holder to be named as a party and to be served with citation as provided by the Texas Rules of Civil Procedure. Upon final judgment, the lien and payment of any allowable costs will be satisfied from the proceeds of the sale and the remainder of the sale proceeds shall be divided as stated in Paragraph 3.1-1 above.

3.1-3 In terms of forfeited real property, the parties agree that the DA will be responsible for taking all actions necessary for the maintenance, insurance, liquidation and disposition of the real property subject to civil forfeiture under Texas law. Said responsibility also includes the filing of a lis pendens notice as prescribed by Chapter 59, Texas Code of Criminal Procedure. The disposition of the real properties may be made in any manner permitted by law. All sales of forfeited real property will be for cash. Upon final judgment, after allowable costs have been deducted, said sale proceeds will be apportioned as fifty percent (50%) to the EPPD and fifty percent (50%) to the DA.

- (a) In the event that real property subject to forfeiture would be sold by entering into a listing agreement with a licensed real estate broker, such sale will be for cash and any sale commission paid to such broker will be paid from the proceeds of the sale of the real property, but will not exceed seven percent (7%) of the sale proceeds unless otherwise agreed to in writing by the parties. The broker fee is to be paid from the proceeds of sale of the real property.
- (b) In the event a third party possesses a lien over the real property subject to forfeiture, the parties agree to confer, on a case by case basis, to determine whether to continue with the forfeiture of said real property. In the event the parties agree to move forward with a forfeiture lawsuit, the DA shall cause the owner and any interest holder to be named as a party and to be served with citation as provided by the

Texas Rules of Civil Procedure. Upon final judgment, the lien and payment of any allowable costs will be satisfied from the proceeds of the sale and the remainder of the sale proceeds shall be divided as stated in Paragraph 3.1-3 above.

4.0 PAYMENT OF COSTS

4.1 Court costs will not be imposed on any forfeiture less than two thousand five hundred dollars (\$2,500) pursuant to the provisions of Chapter 59, Texas Code of Criminal Procedure. Further, costs will be imposed on a civil forfeiture involving a motor vehicle when an owner or lien holder's interest is forfeited by a default judgment pursuant to Chapter 59, Texas Code of Criminal Procedure.

4.2 Costs generated in the prosecution of the civil forfeiture shall be paid from the forfeiture proceeds or proceeds from the sale of property subject to forfeiture under Chapter 59, Texas Code of Criminal Procedure. The parties agree that the payment of allowable costs will be done prior to any distribution of proceeds outlined in Paragraph 3.0 above.

5.0 TERM OF AGREEMENT

5.1 This Agreement shall become effective as of the date entered into said Agreement, and shall remain in effect until the end of the fiscal year.

5.2 Said Agreement shall automatically be extended for one (1) year periods at the beginning of the fiscal year under the same price, terms and conditions, unless terminated or amended pursuant to the terms stated herein.

6.0 TERMINATION

6.1 Either party may terminate this Agreement at any time upon thirty (30) days written notice via certified mail, return receipt requested.

6.1-1 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 terminating party prior to the date of termination. The parties acknowledge and expressly warrant that no claim of damages will exist after the date of termination.

6.1-2 In the event that a forfeiture proceeding has been commenced prior to the termination of this Agreement, said forfeiture proceeding shall not be affected by the termination or the notification of intended termination.

7.0 GENERAL PROVISIONS

7.1 This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.

7.2 The EPPD shall have the right to perform, or cause to be performed inspections of all books or records kept by the DA in connection with any civil forfeiture proceeding involving property seized by the EPPD during the term of this Agreement. The parties agree that the EPPD's right of inspection does not extend to any books or records that show how the DA distributes its share of proceeds awarded in a final judgment.

7.3 The parties may amend this Agreement only by written instrument duly executed on behalf of the EPPD and the DA. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

7.4 This Agreement shall be construed and interpreted in accordance with the law of the State of Texas.

7.5 The parties understand and warrant that it is their specific intent that this Agreement shall apply to all things forfeited pursuant to Chapter 59, Texas Code of Criminal Procedure. Money, securities, negotiable instruments, stocks or bonds, things of value, proceeds from the sale of such items, vehicles or real property.

7.6 All agreements and covenants contained in this Agreement are severable. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.

7.7 Venue shall be in the County of El Paso, State of Texas.

7.8 All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service, certified mail, return receipt requested, addressed to the respective other party at the address provided below or at such other address as the receiving party may have therefore prescribed by written notice to the sending party. The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

CITY OF EL PASO: City Manager
300 N. Campbell
El Paso, TX 79901

Copy to: Chief of Police
El Paso Police Department
911 North Raynor
El Paso, TX 79903

DISTRICT ATTORNEY: District Attorney, 34th Judicial District
500 E. San Antonio, Room 201
El Paso, TX 79901

7.9 This Agreement constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. The parties expressly acknowledge and warrant that all prior agreements regarding civil forfeitures and distribution of such are no longer valid and that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

(Signatures begin on Following Page)

THE CITY OF EL PASO

Oscar Leeser
Mayor

Date


ATTEST:

Laura D. Prine
City Clerk

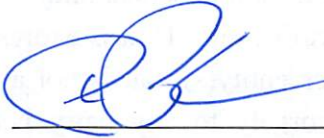
Date

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Eric Gutierrez
Senior Assistant City Attorney



Peter Pacillas
Chief of Police

DISTRICT ATTORNEY

Bill D. Hicks
34th Judicial District



Date



Legislation Text

File #: 24-879, 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

Municipal Courts, Lilia Worrell, (915) 212-5822

Municipal Courts, Annabelle Casas, (915) 212-5205

AGENDA LANGUAGE:

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

A Resolution that the City Council approve an 8% increase in compensation for Elected and Council-Appointed Judges serving as a City of El Paso Municipal Court Judge, effective date of July 28, 2024.

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

AGENDA DATE: July 2, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Lilia Worrell. (915) 212-5822 and
Annabelle Casas (915) 212-5205

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2 – Set the Standard for a Safe and Secure City

SUBJECT:

A resolution that the City Council approve an 8 % increase in compensation for Elected and Council-Appointed Judges serving as a City of El Paso Municipal Court Judge, effective date of July 28, 2024.

BACKGROUND / DISCUSSION:

The Municipal Court Elected Judges have not received an increase in compensation since September 2019. Government Code 30.0006 requires the governing body to determine the rate of compensation. There are 6 elected Judges: 1 Presiding Judge; 4 Judges (including 1 Council appointed judge currently presiding over court #4); and 1 Appellate Judge. This funding is already available in the Judiciary's general fund budget.

PRIOR COUNCIL ACTION:

August 20, 2019

AMOUNT AND SOURCE OF FUNDING:

The Municipal Court Judges are paid out of the department's general fund.

Title	Number of Judges	Current Pay	Proposed Increase 8%		
Municipal Court Presiding Judge	1	64,800.00	69,984.00	Elected	
Municipal Court Appellate Judge	1	54,000.00	58,320.00	Elected	
Municipal Court Judge	4	54,000.00	58,320.00	Elected	

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

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

DEPARTMENT HEAD:

Lilia Worrell

Lilia Worrell, Municipal Court

RESOLUTION

WHEREAS, the City of El Paso Municipal Courts consists of six elected judicial positions; and

WHEREAS, Texas Government Code Section 30.00006(h) states the governing body shall determine the salary of a municipal judge; and

WHEREAS, the City of El Paso Municipal Court Judges have not received an increase in compensation since September 2019; and

WHEREAS, the El Paso City Council supports an eight percent (8%) increase in compensation for the City of El Paso Municipal Court Judges.

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

That an eight percent (8%) increase in compensation for Elected and Council-appointed judges serving as a City of El Paso Municipal Court Judge shall be effective on July 28, 2024.

APPROVED this ____ day of July, 2024.

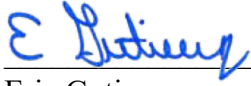
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

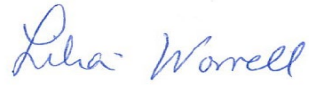
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Lilia Worrell
Municipal Court Clerk



Legislation Text

File #: 24-863, 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

Streets and Maintenance, Mary Lou Espinoza, (915) 212-1882

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager to sign a Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration, with the State of Texas, acting by and through the Texas Department of Transportation, (the "State"), granting to the State the right to possession and use of City property for purposes of constructing a portion of State Highway 178 in exchange for payment to the City in the amount of \$25,000.00. The property subject to this Agreement is described as 0.5069 acres (22,078 square feet) of land located in the Nellie D. Mundy Survey Number 241, in northwest El Paso. This Agreement is entered into pending the final sale of said property to the State of Texas for the construction of a portion of Highway 178.

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

AGENDA DATE: July 2, 2024
PUBLIC HEARING DATE: July 2, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mary Lou Espinoza, Capital Assets Manager,
(915) 867-2629

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: No. 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

SUBJECT:

A resolution authorizing the City Manager to sign a Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration, with the State of Texas, acting by and through the Texas Department of Transportation, (the "State"), granting to the State the right to possession and use of City property for purposes of constructing a portion of State Highway 178 in exchange for payment to the City in the amount of \$25,000.00. The property subject to this Agreement is described as 0.5069 acres (22,078 square feet) of land located in the Nellie D. Mundy Survey Number 241, in northwest El Paso. This Agreement is entered into pending the final sale of said property to the State of Texas for the construction of a portion of Highway 178.

BACKGROUND / DISCUSSION:

The City of El Paso desires to allow early entry and exclusive possession, to parcels identified as portions of PIDs 699312, 313987 and 125195, consisting of approximately 0.5069 acres of vacant land, that is proposed to be conveyed to the State of Texas, acting through the Texas Department of Transportation (TxDOT).

The property is located near North Desert Boulevard and Paseo Del Norte Boulevard. The proposed use is for future TxDOT right-of-way, for the construction of a portion of Highway 178. The \$25,000 payment is to allow early access to the property, pending the final sale of the 0.5069 acres to the State of Texas.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? x YES NO

PRIMARY DEPARTMENT: Streets & Maintenance

SECONDARY DEPARTMENT: Real Estate

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

DEPARTMENT HEAD: Richard J. Bristol - Streets and Maintenance Director

 6-17-24
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

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 a Possession and Use Agreement for Transportation Purposes with Additional Payment of Independent Consideration, with the State of Texas, acting by and through the Texas Department of Transportation, (the "State"), granting to the State the right to possession and use of City property for purposes of constructing a portion of State Highway 178 in exchange for payment to the City in the amount of \$25,000.00. The property subject to this Agreement is described as 0.5069 acre (22,078 square feet) of land located in the Nellie D. Mundy Survey Number 241, in northwest El Paso. This Agreement is entered into pending the final sale of said property to the State of Texas for the construction of a portion of Highway 178.

APPROVED this _____ day of _____ 2024.

THE CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

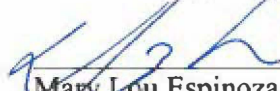
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza, Capital Assets Manager
Streets and Maintenance Department

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION

STATE OF TEXAS	§	ROW CSJ: 3592-01-012
	§	Parcel ID: P00066683
COUNTY OF EL PASO	§	Project No.: SH 178

This Possession and Use Agreement For Transportation Purposes (the “Agreement”) between the State of Texas, acting by and through the Texas Department of Transportation (the “State”), and **City of El Paso, Texas** (the “Grantor” whether one or more), grants to the State, its contractors, agents and all others deemed necessary by the State, an irrevocable right to possession and use of the Grantor’s property for the purpose of constructing a portion of State Highway 178 (the “Highway Construction Project”). The property subject to this Agreement is described more fully in field notes and plat map (attached as “Exhibit A”) and made a part of this Agreement by reference (the “Property”).

1. For the consideration paid by the State which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the State of Texas the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. This Agreement will extend to the State, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future, and all others deemed necessary by the State for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the State will tender to the Grantor the sum of zero and no/100 Dollars (\$0.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents zero percent of the State's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the State’s determination of the just compensation owed to the Grantor for the real property interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners’ award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the State has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the State, the Grantor will promptly refund the overpayment to the State.

3. As additional consideration, the State will tender to the Grantor the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), the receipt and sufficiency of which is acknowledged. The parties agree that the sum tendered under this Paragraph 3:
 - (i) is independent consideration for the possession and use of Grantor's Property and represents no part of the State's compensation to be paid for the anticipated purchase of the Property; and
 - (ii) will not be refunded to the State upon any acquisition of the Property by the State.
4. The effective date of this Agreement will be the date on which payment pursuant to Paragraphs 2 and 3 above was tendered to the Grantor by the State or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
5. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
6. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the State in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
7. This Agreement is made with the understanding that the State will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the State, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The State's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
8. In the event the State institutes or has instituted eminent domain proceedings, the State will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.
9. The purpose of this Agreement is to allow the State to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the State's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the

Highway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder.
11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the State takes possession under this agreement.
12. Notwithstanding the acquisition of right of possession to the Property by the State in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the State acquires title to the Property either by negotiation, settlement, or final court judgment.
13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
14. It is agreed the State will record this document.
15. Other conditions: N/A.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

City of El Paso, Texas

Cary Westin, Interim City Manager

Date: _____

Approval as to Form:



Roberta Brito, Assistant City Attorney

Approval as to Content:



Mary Lou Espinoza, Capital Assets Manager

Acknowledgment

State of _____
County of _____:

This instrument was acknowledged before me on _____ by _____, as City Manager of City of El Paso, Texas. The acknowledging person personally appeared by:

☐ physically appearing before me.

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

Notary Public's Signature

THE STATE OF TEXAS

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

By: _____
Ismael Hernandez
Right of Way Project Delivery Manager
El Paso District
Texas Department of Transportation

Date: _____

EXHIBIT "A"

September, 2023

P00066683.001

Page 1 of 9

COUNTY: El Paso
HIGHWAY: SH 178
LIMITS: From New Mexico and Texas State Line to IH 10
PROJECT ID: R00005569
RCSJ: 3592-01-012
CCSJ: 3592-01-009

Property Description for Parcel P00066683.001

Being 0.5069 acres (22,078 square feet) of land located in the Nellie D. Mundy Survey Number 241, El Paso County, Texas, being out of a called 1.848 acre tract of land described in deed from Scarborough ELP Development, LLC to City of El Paso, Texas, recorded in Document Number 20200026007 of the Official Public Records of Real Property of El Paso County (O.P.R.R.P.E.P.C.), executed March 30, 2020, a called 43.594 acre tract of land described in deed from FSW Investments, L.P. to City of El Paso, Texas, recorded in Document Number 20200026008 O.P.R.R.P.E.P.C., executed March 30, 2020, and Lot 1, Block 1, El Paso West, recorded in Volume 57, Page 5 of the El Paso County Plat Records (E.P.C.P.R.), said 0.5069 acres of land being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod with a cap stamped "TX 6085" for the northeast corner of a called 16.531 acre tract of land described in deed to Dick Poe Family Limited Partnership, recorded in Document Number 20070086495 O.P.R.R.P.E.P.C., executed September 06, 2007, the northwest corner of Lot 7, Block 1, El Paso West Unit Two, Replat A, recorded in Volume 65, Page 19 E.P.C.P.R., being on the south line of said City of El Paso, Texas tract and the south line of said Lot 1;

THENCE, North 86°44'10" West, along the south line of said City of El Paso, Texas tract, the south line of said Lot 1 and the north line of said Dick Poe Family Limited Partnership tract, a distance of 446.03 feet to a TXDOT Type II monument, set, for the **POINT OF BEGINNING** (N=10,704,224.18, E=358,511.54) and the southeast corner of the herein described parcel, being on the proposed east right of way line of SH 178, located 1,419.45 feet right of SH 178 Proposed Centerline Station 271+46.02;

EXHIBIT "A"

September, 2023

P00066683.001

Page 2 of 9

1. **THENCE**, North $86^{\circ}44'10''$ West, continuing along the south line of said City of El Paso, Texas tract, the south line of said Lot 1 and the north line of said Dick Poe Family Limited Partnership tract, a distance of 16.96 feet to a found 5/8 inch iron rod with a cap stamped "RPLS 4178" for the southwest corner of said City of El Paso, Texas tract, the southwest corner of said Lot 1, the northwest corner of said Dick Poe Family Limited Partnership tract and the southwest corner of the herein described parcel, being on the existing east right of way line of Interstate Highway 10 (IH 10) (width varies) described in deed to The State of Texas, recorded in Volume 1320, Page 231, Volume 1320, Page 233, Volume 1320, Page 251 and Volume 1536, Page 475 of the El Paso County Deed Records (E.P.C.D.R.);
2. **THENCE**, North $06^{\circ}50'12''$ West, along the existing east right of way line of said IH 10, passing at a distance of 1,035.02 feet a found 5/8 inch iron rod with a cap stamped "RPLS 4178", continuing for a total distance of 1,204.65 feet to a found 5/8 inch iron rod with a cap stamped "RPLS 4178" for the beginning of a non-tangent curve to the right whose center bears North $83^{\circ}09'48''$ East;
3. **THENCE**, in a northeasterly direction, continuing along the existing east right of way line of said IH 10 and along said non-tangent curve to the right, having a radius of 135.00 feet, an arc length of 98.11 feet, a central angle of $41^{\circ}38'14''$, and a chord which bears North $13^{\circ}58'55''$ East, 95.96 feet to a TXDOT Type II monument, set, for the north corner of the herein described parcel, the end of said non-tangent curve and the beginning of a non-tangent curve to the left whose center bears South $63^{\circ}56'16''$ East, being on the proposed east right of way line of SH, located 122.51 feet right of SH 178 Proposed Centerline Station 271+81.70;
4. **THENCE**, in a southerly direction, along the proposed east right of way line of SH 178 and along said non-tangent curve to the left, having a radius of 100.00 feet, an arc length of 58.09 feet, a central angle of $33^{\circ}16'55''$, and a chord which bears South $09^{\circ}25'16''$ West, 57.27 feet to a TXDOT Type II monument, set, for the end of said non-tangent curve, located 177.26 feet right of SH 178 Proposed Centerline Station 271+64.89;
5. **THENCE**, South $07^{\circ}13'18''$ East, continuing along the proposed east right of way line of SH 178, a distance of 231.35 feet to a TXDOT Type II monument, set, for an angle point on the east line of the herein described parcel, located 408.60 feet right of SH 178 Proposed Centerline Station 271+63.19;
6. **THENCE**, South $06^{\circ}20'15''$ East, continuing along the proposed east right of way line of SH 178, a distance of 315.68 feet to a TXDOT Type II monument, set, for an angle point on the east line of the herein described parcel, located 724.20 feet right of SH 178 Proposed Centerline Station 271+55.99;

7. **THENCE**, South 06°49'19" East, continuing along the proposed east right of way line of SH 178, a distance of 695.32 feet to the **POINT OF BEGINNING** and containing 0.5069 acres (22,078 square feet) of land.

Bearings and coordinates are referenced to the Texas Coordinate System of 1983, NAD83 (2011 Adj., Epoch 2010), Central Zone (4203), and the TXDOT RTN Mount point NAD83 (2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.00023100 (Surface / 1.00023100 = State Plane).

The unit of measure is the U.S. Survey Foot.

Field Surveys were performed March, 2022 through July, 2022.

Research was performed February, 2022 through March, 2022.

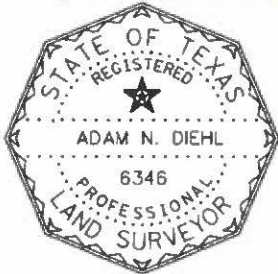
A parcel plat of even date was prepared in conjunction with this property description.

Survey Date: July 21, 2022

Access will be permitted to the remainder abutting the highway facility.

I, Adam N. Diehl, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

10/16/2023



Adam N. Diehl

Adam N. Diehl
Registered Professional Land Surveyor
Number 6346

LANDTECH

2525 North Loop West, Suite 300

Houston, Texas 77008

T: 713-861-7068

F: 713-861-4131

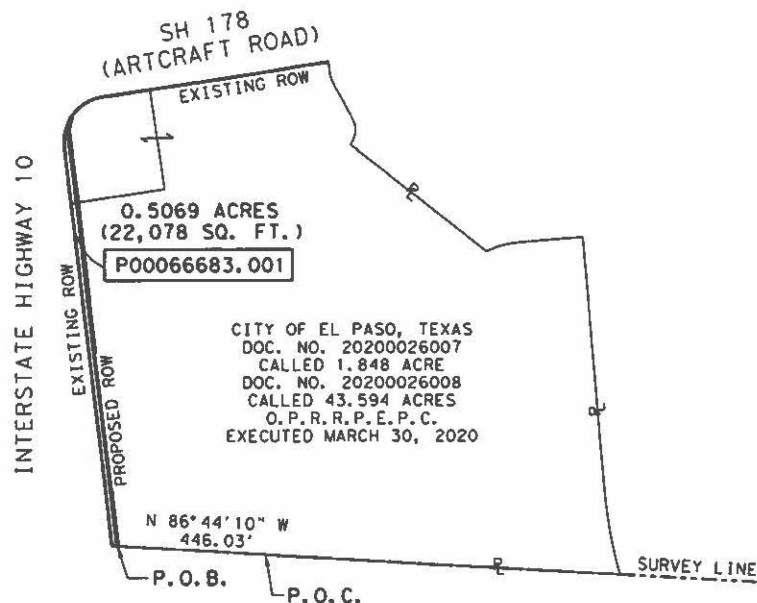
www.landtech-inc.com

TBPELS Reg No. 10019100 Houston

TBPELS Reg. No. 10019101 El Paso

LEGEND

- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- PROPOSED TEMPORARY EASEMENT
- PROPERTY LINE
- SURVEY LINE
- x—x— FENCE LINE
- O.P.R.R.P.E.P.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY
- E.P.C.P.R. - EL PASO COUNTY PLAT RECORDS
- E.P.C.D.R. - EL PASO COUNTY DEED RECORDS
- E.P.E. CO. - EL PASO ELECTRIC COMPANY
- E.P.C.W.I.D. - EL PASO COUNTY WATER IMPROVEMENT DISTRICT
- U.E. - UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- B.L. - BUILDING LINE
- I.R. - IRON ROD
- I.P. - IRON PIPE
- SET TXDOT TYPE II MONUMENT (UNLESS OTHERWISE NOTED)
- SET 5/8" I.R. W/TXDOT ALUM CAP (UNLESS OTHERWISE NOTED)
- ◎ PROPERTY CORNER (FOUND AS NOTED)
- ↑ LAND HOOK (DENOTES COMMON OWNER)



NELLIE D. MUNDY
SURVEY No. 241

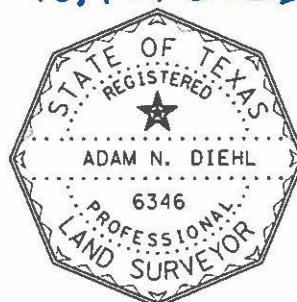
NOTES

1. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83 2011 ADJ., EPOCH 2010), CENTRAL ZONE (4203) AND BASED ON TXDOT RTN MOUNT POINT NAD83-(2010)-WEST_VRS_RTCM. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO STATE PLANE BY DIVIDING BY THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.000231.
2. THE UNIT OF MEASURE IS THE U.S. SURVEY FOOT.
3. FIELD SURVEYS WERE PERFORMED MARCH, 2022 THROUGH JULY, 2022.
4. DEED RESEARCH PERFORMED FEBRUARY, 2022 THROUGH MARCH, 2022
5. SURVEY LINES SHOWN ARE APPROXIMATE AND ARE BASED ON THE BEST EVIDENCE AVAILABLE.
6. EASEMENTS AND OTHER MATTERS OF RECORD MAY EXIST THAT ARE NOT SHOWN.
7. CONTROL PROVIDED BY TXDOT.
8. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
9. ACCESS WILL BE PERMITTED TO THE REMAINDER ABUTTING THE HIGHWAY FACILITY.

PARENT TRACT INSET FOR
PARCEL P00066683.001

N. T. S.

10/16/2023



I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

Adam N. Diehl
ADAM N. DIEHL SEPTEMBER, 2023
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6346

AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC./S.F.	REMAINDER AC.	
		LEFT	RIGHT
45.442	0.5069 22,078		44.9351



LANDTECH

surveying
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT

SHOWING
P00066683.001
SH 178 (ARTCRAFT ROAD)
EL PASO COUNTY
C.C.S.J. NO. 3592-01-009
R.C.S.J. NO. 3592-01-012
SEPTEMBER, 2023

PAGE 4 OF 9 SCALE: N. T. S.

0 25 50



MATCH LINE SHEET 6

THE STATE OF TEXAS
VOL. 1320, PG. 231
VOL. 1320, PG. 233
VOL. 1320, PG. 251
VOL. 1536, PG. 475
E.P.C.D.R.

INTERSTATE HIGHWAY 10
(WIDTH VARIES)

EXISTING ROW 1,035.02'
20' WIDE UNDERGROUND UTILITY EASEMENT
VOL. 57, PG. 5 E.P.C.P.R.
PROPOSED ROW
S 06°49'19" E 695.32'

EL PASO WEST
VOL. 57, PG. 5
E.P.C.P.R.

NELLIE D. MUNDY SURVEY No. 241

LOT 1
BLOCK 1

CITY OF EL PASO, TEXAS
DOC. NO. 20200026007
CALLED 1.848 ACRE
DOC. NO. 20200026008
CALLED 43.594 ACRES
O.P.R.R.P.E.P.C.
EXECUTED MARCH 30, 2020

P00066683.001

0.5069 ACRES
(22,078 SQ. FT.)

SUBJECT TO:
E.P.E. CO. ESMT.
VOL. 533, PG. 320
VOL. 1278, PG. 336
E.P.C.D.R.
VOL. 2054, PG. 785
O.P.R.R.P.E.P.C.

FND. TYPE I
CONC. MON.

FND. TYPE I CONC.
MON. (BROKEN)

FND. 5/8" IR
w/CAP STAMPED
"RPLS 4178"

P.O.B.
N=10,704,224.18
E=358,511.54
STA. 271+46.02
OFF. 1,419.45' RT

N 86°44'10" W 446.03'
SURVEY LINE

10' WIDE OVERHEAD UTILITY EASEMENT
VOL. 57, PG. 5 E.P.C.P.R.

SUBDIVISION LINE

DICK POE FAMILY LIMITED PARTNERSHIP
DOC. NO. 20070086495
O.P.R.R.P.E.P.C.
EXECUTED SEPTEMBER 06, 2007
CALLED 16.531 ACRES

P.O.C.
FND. 1/2" IR w/CAP
STAMPED "TX 6085"

SUBDIVISION LINE
5' WIDE UTILITY EASEMENT
VOL. 65, PG. 19
E.P.C.P.R.

W.H. LENOX SURVEY No. 432

EL PASO WEST UNIT TWO
REPLAT A
VOL. 65, PG. 19
E.P.C.P.R.

LOT 7
BLOCK 1

LINE DATA		
LINE	BEARING	LENGTH
L1	N 86°44'10" W	16.96'

© 2023



Texas
Department
of Transportation

LANDTECH
surveying
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
P00066683.001
SH 178 (ARTCRAFT ROAD)
EL PASO COUNTY
C.C.S.J. NO. 3592-01-009
R.C.S.J. NO. 3592-01-012
SEPTEMBER, 2023

PAGE 5 OF 9 SCALE: 1"=50'

0 25 50



MATCH LINE SHEET 7

THE STATE OF TEXAS
VOL. 1320, PG. 231
VOL. 1320, PG. 233
VOL. 1320, PG. 251
VOL. 1536, PG. 475
E.P.C.D.R.

P00066683.001

0.5069 ACRES
(22,078 SQ. FT.)

20' WIDE DRAINAGE EASEMENT
VOL. 3406, PG. 998
O.P.R.R.P.E.P.C.

EL PASO WEST
VOL. 57, PG. 5
E.P.C.P.R.

LOT 1
BLOCK 1

CITY OF EL PASO, TEXAS
DOC. NO. 20200026007
CALLED 1.848 ACRE
DOC. NO. 20200026008
CALLED 43.594 ACRES
O.P.R.R.P.E.P.C.
EXECUTED MARCH 30, 2020

NELLIE D. MUNDY
SURVEY No. 241

SUBJECT TO:
E.P.E. CO. ESMT.
VOL. 533, PG. 320
VOL. 1278, PG. 336
E.P.C.D.R.
VOL. 2054, PG. 785
O.P.R.R.P.E.P.C.

INTERSTATE HIGHWAY 10
(WIDTH VARIES)

N 06°50'12" W 1,204.65' EXISTING ROW
20' WIDE UNDERGROUND UTILITY EASEMENT
VOL. 57, PG. 5 E.P.C.P.R.

PROPOSED ROW
S 06°49'19" E 695.32'

MATCH LINE SHEET 5

© 2023		Texas Department of Transportation
LANDTECH surveying 2525 North Loop West, Suite 300, Houston, Texas 77008 T: 713-861-7068 F: 713-861-4131 TBPELS Registration No. 10019100		
PARCEL PLAT SHOWING P00066683.001 SH 178 (ARTCRAFT ROAD) EL PASO COUNTY C.C.S.J. NO. 3592-01-009 R.C.S.J. NO. 3592-01-012 SEPTEMBER, 2023		
PAGE 6 OF 9		SCALE: 1"=50'

0 25 50



MATCH LINE SHEET 8

INTERSTATE HIGHWAY 10
(WIDTH VARIES)

THE STATE OF TEXAS
VOL. 1320, PG. 231
VOL. 1320, PG. 233
VOL. 1320, PG. 251
VOL. 1536, PG. 475
E.P.C.D.R.

EXISTING ROW
1,035.02'

N 06°50'12" W 1,204.65'

20' WIDE UNDERGROUND UTILITY EASEMENT
VOL. 57, PG. 5 E.P.C.P.R.

PROPOSED ROW

S 06°49'19" E 695.32'

0.5069 ACRES
(22,078 SQ. FT.)

P00066683.001

STA. 271+55.99
OFF. 724.20' RT

20' WIDE DRAINAGE EASEMENT
VOL. 3406, PG. 998
O.P.R.R.P.E.P.C.

NELLIE D. MUNDY
SURVEY No. 241


EL PASO WEST
VOL. 57, PG. 5
E.P.C.P.R.

LOT 1
BLOCK 1

CITY OF EL PASO, TEXAS
DOC. NO. 20200026007
CALLED 1.848 ACRE
DOC. NO. 20200026008
CALLED 43.594 ACRES
O.P.R.R.P.E.P.C.
EXECUTED MARCH 30, 2020

SUBJECT TO:
E.P.E. CO. ESMT.
VOL. 533, PG. 320
VOL. 1278, PG. 336
E.P.C.D.R.
VOL. 2054, PG. 785
O.P.R.R.P.E.P.C.

MATCH LINE SHEET 6



Texas
Department
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PARCEL PLAT
SHOWING
P00066683.001
SH 178 (ARTCRAFT ROAD)
EL PASO COUNTY
C.C.S.J. NO. 3592-01-009
R.C.S.J. NO. 3592-01-012
SEPTEMBER, 2023

PAGE 7 OF 9 SCALE: 1"=50'

INTERSTATE HIGHWAY 10
(WIDTH VARIES)

THE STATE OF TEXAS
VOL. 1320, PG. 231
VOL. 1320, PG. 233
VOL. 1320, PG. 251
VOL. 1536, PG. 475
E.P.C.D.R.

FND. 5/8" IR w/CAP
STAMPED "RPLS 4178"

FND. 5/8" IR w/CAP
STAMPED "RPLS 4178"

N 06°50'12" W 1,204.65'
EXISTING ROW
1,035.02'

PROPOSED ROW
STA. 271+63.19
OFF. 408.60' RT

S 06°20'15" E 315.68'

20' WIDE UNDERGROUND UTILITY EASEMENT
VOL. 57, PG. 5 E.P.C.P.R.

20' WIDE DRAINAGE EASEMENT
VOL. 3406, PG. 998
O.P.R.R.P.E.P.C.

0.5069 ACRES
(22,078 SQ. FT.)

P00066683.001

NELLIE D. MUNDY SURVEY No. 241

EL PASO WEST
VOL. 57, PG. 5
E.P.C.P.R.

LOT 1
BLOCK 1

CITY OF EL PASO, TEXAS
DOC. NO. 20200026007
CALLED 1.848 ACRE
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O.P.R.R.P.E.P.C.

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PARCEL PLAT
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SH 178 (ARTCRAFT ROAD)
EL PASO COUNTY
C.C.S.J. NO. 3592-01-009
R.C.S.J. NO. 3592-01-012
SEPTEMBER, 2023

PAGE 8 OF 9 SCALE: 1"=50'

NELLIE D. MUNDY SURVEY No. 241

0 25 50

PROPOSED BASELINE SH 178

N 82° 21' 23" E 2,127.27'

275+00

SH 178 (ARTCRAFT ROAD)
(WIDTH VARIES)

THE STATE OF TEXAS
VOL. 3195, PG. 1460
O.P.R.R.P.E.P.C.
VOL. 57, PG. 5
E.P.C.P.R.

EXISTING ROW

FND. 5/8" IR w/CAP
STAMPED "RPLS 4178"

FND. 5/8" IR w/CAP
STAMPED "RPLS 4178"

THE STATE OF TEXAS
VOL. 1320, PG. 231
VOL. 1320, PG. 233
VOL. 1320, PG. 251
VOL. 1536, PG. 475
E.P.C.D.R.

P00066683.001

0.5069 ACRES
(22,078 SQ. FT.)

FND. 5/8" IR
w/CAP STAMPED
"RPLS 4178"

N 06° 50' 12" W 1,204.65'

20' WIDE UNDERGROUND
UTILITY EASEMENT
VOL. 57, PG. 5 E.P.C.P.R.

PROPOSED ROW

S 07° 13' 18" E 231.35'

20' WIDE DRAINAGE EASEMENT
VOL. 356, PG. 998
O.P.R.R.P.E.P.C.

EL PASO WEST
VOL. 57, PG. 6
E.P.C.P.R.

LOT 1
BLOCK 1

CITY OF EL PASO, TEXAS
DOC. NO. 20200026007
CALLED 1.848 ACRE
DOC. NO. 20200026008
CALLED 43.594 ACRES
O.P.R.R.P.E.P.C.
EXECUTED MARCH 30, 2020

SUBJECT TO:
E.P.E. CO. ESMT.
VOL. 533, PG. 320
VOL. 1278, PG. 336
E.P.C.D.R.
VOL. 2054, PG. 785
O.P.R.R.P.E.P.C.

STATION/OFFSET DATA

POINT	STATION	OFFSET
S1	271+64.89	177.26' RT
S2	271+81.70	122.51' RT

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	41° 38' 14"	135.00'	98.11'	N 13° 58' 55" E 95.96'
C2	33° 16' 55"	100.00'	58.09'	S 09° 25' 16" W 57.27'

MATCH LINE SHEET 8

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Texas
Department
of Transportation

LANDTECH
surveying

2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7088 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING

P00066683.001
SH 178 (ARTCRAFT ROAD)
EL PASO COUNTY
C.C.S.J. NO. 3592-01-009
R.C.S.J. NO. 3592-01-012
SEPTEMBER, 2023

PAGE 9 OF 9 SCALE: 1"=50'



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-885, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 4

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

AGENDA LANGUAGE:

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

A Resolution to authorize the City Engineer to request the relocation of El Paso Electric infrastructure to accommodate City of El Paso improvements related to the Sean Haggerty Drive Extension Project.

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

AGENDA DATE: July 2, 2024
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, (915) 212- 0065
DISTRICT(S) AFFECTED: 4
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

A resolution to authorize the City Manager, or designee, to request the relocation of El Paso Electric infrastructure to accommodate City of El Paso improvements related to the Sean Haggerty Drive Extension Project.

BACKGROUND / DISCUSSION:

The Sean Haggerty Extension project includes the construction of a four-lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street. As part of the project, El Paso Electric Company poles need to be relocated to be able to accommodate the improvements. Ordinance 16090 provides that the City can require El Paso Electric to relocate its poles at El Paso Electric's expense when the El Paso City Council approves a resolution stating that such change is necessary.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

El Paso Electric

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __ YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Streets and Maintenance

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

DEPARTMENT HEAD:


Joaquin Rodriguez, AICP, Director
CID – Grant Funded Program

Revised 04/09/2021

RESOLUTION

WHEREAS, Ordinance 16090 grants the El Paso Electric Company (“**El Paso Electric**”) a franchise to construct, reconstruct, repair, maintain, use and operate in, over, or under the present and future streets, alleys, public ways parks, and public places of the City of El Paso, facilities for the transmission and distribution of electrical energy and broadband over power line communications; and

WHEREAS, Ordinance 16090 also provides that the City shall have the power at any time to require El Paso Electric to change the route or position of its poles, lines, conduits, or other construction at El Paso Electric’s expense when the El Paso City Council finds, 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 parks and public improvements, the construction of private buildings, the construction or use of driveways, and under other conditions which the City Council shall find necessary under the lawful exercise of its police power; and

WHEREAS, the City of El Paso is currently constructing the extension of Sean Haggerty Drive (“**Property**”), including the construction of a 4-lane bridge with pedestrian facilities from Nathan Bay Drive to Dyer Street; and

WHEREAS, El Paso Electric currently has infrastructure and facilities located on the Property and on public spaces and right of ways belonging to the City of El Paso adjacent to the Property that requires relocation.

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

1. That the City Council finds that the relocation of El Paso Electric improvements located on the Property, and adjacent public areas and rights of way, is necessary for the construction of the extension of Sean Haggerty Drive and the construction of improvements on and adjacent to the Property.
2. That in accordance to Ordinance 16090. the City of El Paso requires the El Paso Electric Company to change the route or position of its poles, lines, conduits, or other construction at, and adjacent to, the Property at the El Paso Electric Company’s expense.
3. That the City Engineer is authorized, and directed, to coordinate with El Paso Electric to identify the specific El Paso Electric improvements that need to be relocated to

accommodate the construction of the city improvements to, and adjacent to, the Property.

APPROVED this _____ day of _____, 2024.


THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor

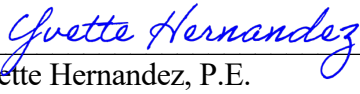
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E.
City Engineer



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-855, 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 Joe Molinar, (915) 212-0004

AGENDA LANGUAGE:

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

Gabriela Hofmeyer to the City Accessibility Advisory Committee by Representative Joe Molinar, District 4.



Board Appointment Form

City Clerk's Office

Appointing Office	Representative Brian Kennedy, District 1
Agenda Placement	Consent
Date of Council Meeting	07/02/24
Name of Board	Sun Metro Citizens Advisory Committee
Agenda Posting Language	
Appointment of Jesus Ramos to the Sun Metro Citizens Advisory Committee by Representative Brian Kennedy, District 1.	
Appointment Type	Regular
Member Qualifications	
As a committed resident of El Paso with a passion for improving community services, Mr. Ramos brings a strong dedication to the El Paso Sun Metro Citizens Advisory Committee. Mr. Ramos's qualifications include active involvement in local community organizations, a keen interest in urban development, and excellent communication skills. He is dedicated to representing the needs and concerns of our community, ensuring that our public transit system remains accessible, efficient, and responsive to the residents of El Paso. Mr. Ramos's enthusiasm for community advocacy and his collaborative mindset make him a valuable asset to the committee.	
Nominee Name	Jesus Salgado Ramos
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 1
City Employed Relatives	N/A
Board Membership	
N/A	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Vacant
Reason for Vacancy	Term Expired
Date of Appointment	07/02/24
Term Begins On	07/02/24
Term Expires On	07/02/28
Term	First Term

Jesus Salgado Ramos Bio

Jesus Salgado Ramos was born in Ciudad Juarez, Chihuahua, and migrated to the beautiful El Paso, Texas, as a young child. Growing up in El Paso, Jesus developed a strong connection to his community and a passion for public service. He currently serves as the Director of Administration for EPTX Salgado Group LLC, where he oversees operational functions and ensures the company's smooth administration. In addition, he is an Orientation Specialist for the Unaccompanied Minors Program at Estrella del Paso, where he plays a vital role in supporting and guiding vulnerable children through challenging transitions.

Jesus's dedication to civic engagement is evident through his active participation in various organizations and initiatives. He has served in multiple capacities for the El Paso Young Democrats, where he has worked to engage and mobilize young voters. His commitment to the Democratic Party extends to the El Paso County Democratic Party, where he has contributed to local political campaigns and voter outreach efforts.

In his advocacy for gun safety, Jesus has been involved with Everytown for Gun Safety, supporting initiatives to reduce gun violence and promote safe communities. His dedication to education and youth is further demonstrated by his service on various councils and committees for Canutillo Independent School District (ISD), where he has worked to improve educational outcomes and opportunities for students.

Through his diverse roles and extensive community involvement, Jesus Salgado Ramos has made a significant impact in El Paso. His leadership, dedication, and passion for public service continue to drive positive change and foster a stronger, more engaged community.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-859, 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 Josh Acevedo, (915) 212-0002

AGENDA LANGUAGE:

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

Marina Monsisvais to the Women's Rights Commission by Representative Josh Acevedo, District 2.



Board Appointment Form

City Clerk's Office

Appointing Office	Representative Josh Acevedo, District 2
Agenda Placement	Consent
Date of Council Meeting	07/02/24
Name of Board	Women's Rights Commission
Agenda Posting Language	
Re-appointment of Marina Monsisvais to the Women's Rights Commission by Representative Josh Acevedo, District 2	
Appointment Type	Regular
Member Qualifications	
<p>Ms. Monsisvais is a District 2 resident with experience in issues affecting women in the nonprofit and business sector. Additionally, Ms. Monsisvais holds interest in the needs and issues of women in the El Paso region. She has done volunteer work in many non-profit organizations and empowering women. As a business owner Ms. Monsisvais understands the needs and inequities that may confront women in various pursuits.</p>	
Nominee Name	Marina Monsisvais
Nominee Email Address	[REDACTED]
Nominee Residential Address	[REDACTED]
Nominee Primary Phone Number	[REDACTED]
Residing District	District 2
City Employed Relatives	N/A
Board Membership	
Yes: Public Art Committee 2009 and CDBG 2018	
Real estate owned in El Paso County	
[REDACTED]	
Previous Appointee	Marina Monsisvais
Reason for Vacancy	Term Expired
Date of Appointment	07/02/24
Term Begins On	09/01/24
Term Expires On	08/31/26
Term	Second Term

EXPERIENCED COMMUNICATIONS AND MARKETING PROFESSIONAL

"Delivering a Passion for Culture, Communications and Marketing in my Community"

RESULTS-DRIVEN LEADER with well-rounded culture, communications, marketing, and managerial experience. Work closely with a team of talented professionals to conceptualize, develop, and implement promotions using innovative and effective strategies. Extensive knowledge and experience in all aspects of mass media including social, web, print, radio, and television. Quick thinker with extensive background in public relations, copywriting and event coordination. Ability to meet fiscal and deadline commitments. Demonstrated team player with administrative experience (timelines, budgets, schedules, etc.). Well connected to music, arts, non-profit, and business communities. Civic-minded individual with strong networking skills. Energetic, positive, and decisive leader who is bilingual and possesses strong community relationships.

PROFESSIONAL EXPERIENCE

Founder and CEO Barracuda PR

06/10-Present
El Paso, TX

- Lead public outreach efforts for several transformational projects in El Paso, TX.
- Manage a team of talented communications professionals.
- Handle social media efforts for several non-profits and businesses (Facebook, Twitter, You Tube, etc).
- Conceptualize and execute client-specific promotions utilizing our strong media relationships.
- Develop and execute Public Relations strategies for clients and special events.
- Conceptualize and execute special events such as ground-breaking ceremonies, press conferences, fund-raisers, etc.
- Develop and send out press releases and story pitches on behalf of our clients to local and regional media.
- Develop mutually beneficial community partnerships.
- Produce copy for web, print materials, advertising, internal communications, etc.
- Participate in brainstorming/strategic planning sessions for our clients.
- Handle coordination of commercial TV shoots (casting, securing locations, scheduling, over all logistics).

PROFESSIONAL EXPERIENCE

Program Coordinator University of Texas at El Paso

01/08-06/10
El Paso, TX

- Manage Student Programs (Cinema Novo Independent Film Series, Wednesday Music Café, Union Art Gallery)
- Mentor three student coordinators and budgets for all student programs (all programs are "learning" programs).
- Public Relations and Media Buyer for Student Programs as well as events at Don Haskins Center, Magoffin Auditorium, Sun Bowl Stadium (Britney Spears, Kiss, Jay-Z, AC/DC, Shakira, Cirque Du Soleil).
- Develop social media efforts for UTEP Special Events, Cinema Novo, and Union Art Gallery.
- Work with other University Departments to coordinate special events (Minerpalooza, Homecoming, Tournées Film Festival, Redefining Walls Exhibition, The Disappeared, and Bhutan Days).
- Game Day Manager for all UTEP Women's Basketball home games (checks in officials, customer relations, manage game day activities, coordinate with security, etc).
- Handle special needs for UTEP Football season (credentials, game day passes, parking passes, game day signage, etc).
- Secure corporate sponsorship for development of student programs (Cricket Communications, What's Up Weekly)
- Write and manage grants for Student Programs (secured largest grant in history of Cinema Novo for 2009/2010 cycle)
- Be aware of the interests of our student body to provide quality of life programming that is relevant and important to them in order to book films, music and artists that resonate with UTEP's student population (We Will Rock You Music Film Series, Sleepcar Wednesday Music Café Afterhours show, All Hallow's Eve Grind).

PROFESSIONAL EXPERIENCE

Field Marketing Manager
Red Bull North America
Full Time 40+ hours weekly

06/06-07/07
El Paso/West TX

- Manage mobile energy programs in West Texas and Las Cruces, NM to ensure quality sampling.
 - Build belief in brand by personalizing it for college students (ex: Terry Adams at TTU, supported events at UTEP, KRUXfest at NMSU).
 - Build and maintain positive relationships with key opinion leaders in community/scenes.
 - Create unique Red Bull experiences for niche markets while incorporating art/culture (ex: Art of the Can at Adair Margo Gallery, Bboy Academics, Manny Mania, Illume at NMSU, Fandango movie screening at San Elizario square).
 - Bring brand image to life in on premise accounts (ex: Moto GP viewing parties at accounts, Ghost Recon tournament at Ft.Bliss).
 - Create yearly business plans and budgets for El Paso and West Texas Markets.
 - Identify and participate in existing events by creating and providing tailor made solutions to enhance the occasion (ice sculpture and floating screen at Amigo Airsho reception, soccer warm-up areas at Sun Bowl Soccer Tournament, etc)
 - Work with local media to attain coverage of local activations.
-

Promotions Director/On-Air Talent
Entravision Communications
Full Time 40+ hours weekly

07/02-07/05
El Paso, TX

- Served as mid-day host of #2 rated radio show in El Paso.
 - Conceptualized, produced, and hosted "Stepping Out," a radio show with a focus on local music scene as well as independent music/film.
 - Work closely with local colleges, UTEP, NMSU, and EPCC, to develop and establish relationships with local student population. Ex: Border Music Fest at UTEP, career days at EPCC, concert promos at NMSU
 - Developed on-premise promotions with local bars and restaurants. Ex: "Show us Your Cans," Speaking Rock B of B, "Beastie Bar-Mistvah," etc.
 - Oversee promotions staff, direct promotion programs that combine advertising with purchase incentives to increase sales and public image. Conceptualize, script, and implement all station promotions for radio, television, and print advertisements.
 - Build and maintain positive relationships with public and private sectors. Establish and maintain cooperative relationships with representatives of community, consumer, employee, and public interest groups, as well as media.
 - Promotions Director for KHRO, KOFX, and KYSE. Managed staff and budgets for all three stations.
 - Improved quality of life for young El Pasoans by promoting over 32 sold out concerts in our market. Devised creative promotions for each and every concert.
 - Actively participated in developing events relevant to niche groups with Red Bull such as Red Bull Rockjam at Hueco Tanks, "Sonic Boom" at the Rescue Mission Silo.
-

EDUCATION

Bachelor's Degree in Journalism and Mass Communications
NEW MEXICO STATE UNIVERSITY
(Emphasis in Photojournalism)

2000
Las Cruces, NM

Masters in Business Administration
UNIVERSITY OF TEXAS AT EL PASO

2020
El Paso, TX

Bilingual-written and verbal skills in Spanish

COMMUNITY INVOLVEMENT

- 2002 MUJER Festival organizer
- 2005 Member, Leadership El Paso Class 27
- 2006 Member, El Paso Creative Class Leadership Program (Richard Florida)
- 2006-Present Volunteer, FEMAP Foundation
- 2006-2014 Member, Executive Forum
- 2006-Present Curriculum Officer, Leadership El Paso
- 2008 Board President, Border Art Residency (La Union, NM)
- 2009-2012 Appointee, Cultural Affairs Advisory Board for City of El Paso Museums and Cultural Affairs Department
- 2008-2012 Member, Center Against Family Violence Board of Directors (Chair Elect 2012)
- 2009-2019 Chair, Chalk The Block Committee
- 2011-2012 Member, Governing Board of Directors, Greater El Paso Chamber of Commerce
- 2012 Chair of Leadership El Paso 2012, Member, Executive Board of Directors, Greater El Paso Chamber of Commerce
- 2012 Chair of City of El Paso Public Art Committee
- 2012 Chair of CAFV Board of Directors
- 2015-Present Board Member, YWCA Paso Del Norte
- 2015-2018 Board Member, Chair of Communications Committee, Paso Del Norte Health Foundation
- 2015-2017 Founding Board Member, Fundacion Paso Del Norte (Cd. Juarez)
- 2015-Present Host, State of the Arts, KTEP 88.5 FM
- 2017-Present Board Member, Center Against Sexual and Family Violence Foundation
- 2018-Present Board Member, Pioneers 21
- 2017-Present Board Member, YWCA
- 2019-Present Board Member, Planned Parenthood of Greater Texas
- 2019-Present Board Member, The Hospitals of Providence
- 2024-Chair, The Hospitals of Providence
- 2023-Present Director, Texas Lyceum
- 2023-Present Board Member, El Paso Chamber of Commerce
- 2024-Present Board Member, Executive Forum



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-847, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

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

AGENDA LANGUAGE:

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

Aimee Santillan to the Committee on Border Relations by Representative Josh Acevedo, District 2.



Board Appointment Form

City Clerk's Office

REVISED*1:55 pm, Jun 10, 2024*

Appointing Office	Representative Josh Acevedo, District 2
Agenda Placement	Consent
Date of Council Meeting	07/02/24
Name of Board	Committee on Border Relations
Agenda Posting Language	
Appointment of Aimee Santillan to the Committee on Border Relations by Representative Josh Acevedo, District 2.	
Appointment Type	Regular
Member Qualifications	
Aimee Santillan is a resident of El Paso with interest in border relations. She has experience and knowledge in issues affecting the border area in the El Paso community. Ms. Santillan has previously worked on advocacy and educational resources pertaining to immigration issues. Aimee has engaged in policy work and holds a Master of Arts in Philosophy.	
Nominee Name	Aimee Santillan
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	N/A
Board Membership	
N/A	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Ivan A. Teran
Reason for Vacancy	Term Expired
Date of Appointment	07/02/24
Term Begins On	06/01/23
Term Expires On	05/31/25
Term	First Term

Aimée Santillán

Policy Analyst/Policy Writer



EXPERIENCE

Hope Border Institute, El Paso, Texas — *Policy Analyst*

November 2023 - PRESENT

Responsibilities: Develop educational resources and advocacy engagement tools, represent the public policy positions of HOPE in public and in the media, develop and regularly update talking points, media statements, and policy updates for external audience.

City of El Paso, El Paso, Texas — *Legislative Aide*

February 2022 - PRESENT

Working for a member of the El Paso City Council, City Representative Alexsandra Annello. Responsibilities include: Handle constituent casework, community event planning, policy writing, social media marketing, writing press releases, and creating weekly newsletters.

University of Texas at El Paso, El Paso, Texas — *Teaching Assistant*

January 2020 - May 2023

Responsibilities: Assisting professor with grading, help students with questions about the material covered in class, hold office hours twice a week.

MEXICONOW Magazine, El Paso, Texas — *Copy Editor*

February 2018 - PRESENT

Responsibilities: Proofreading pieces for print and web publications, translating documents from English to Spanish and Spanish to English, create weekly newsletters, writing and pitching articles for monthly publication.

EDUCATION

SKILLS

Research

Excellent writing and communication skills

Policy writing

Organizational skills

Teaching

Customer service

Social media marketing

Events management

Project management

Content creation

Graphic design

LANGUAGES

Spanish - Expert

English - Expert

French - Read and Write

University of Texas at El Paso, El Paso, Texas — *Master of Arts in Philosophy*

January 2020 - May 2023

University of Texas at El Paso, El Paso, Texas — *Bachelor of Arts in Psychology and Philosophy*

August 2015 - December 2019

PROJECTS

Policy — Harm Reduction Policies

Wrote resolution to strengthen harm reduction strategies and increase access to Narcan in the City of El Paso.

Policy — Menstrual Products

Co-wrote a resolution to make free menstrual products available in all City of El Paso facilities.

Policy — Transgender Rights

Wrote a resolution to ensure transgender individuals can use bathrooms, locker rooms, etc. that align with the gender they identify with.

Policy — Transgender Safety

Wrote a resolution to implement a number of policies in the El Paso Police Department that augment the inclusion of transgender individuals in the City of El Paso and work with the private business community and organizations to create a Safe Place Program.

Policy — Abortion Decriminalization

Co-wrote a resolution for City Council to direct the El Paso Police Department to deprioritize police investigations on abortion.

Policy — City of El Paso Municipal ID Program

Co-wrote a resolution to implement a municipal ID program in the City of El Paso.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-897, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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Members of the City Council, Representative Brian Kennedy, (915) 212-1002

AGENDA LANGUAGE:

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Kim McGlone to the Historic Landmark Commission by Representative Brian Kennedy, District 1.



Board Appointment Form

City Clerk's Office

Appointing Office	Representative Brian Kennedy, District 1
Agenda Placement	Consent
Date of Council Meeting	07/02/24
Name of Board	Historic Landmark Commission
Agenda Posting Language	
Appointment of Kim McGlone to the Historic Landmark Commission by Representative Brian Kennedy, District 1.	
Appointment Type	Regular
Member Qualifications	
<p>Ms. McGlone was in the finance industry for many years before going back to school to learn Architecture. She received her undergraduate degree with Texas Tech El Paso and graduated first in Her class and also received a certification in Historic Preservation. Ms. McGlone went on to Rice University for Her Graduate Degree. She has been out of school for one year now and is working for a firm in El Paso and teaching Architecture at Texas Tech. She is very active in the community service sector and has served on several boards and volunteered in many organizations.</p>	
Nominee Name	Kim McGlone
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	N/A
Board Membership	
N/A	
Real estate owned in El Paso County	
Previous Appointee	Charles Mais
Reason for Vacancy	Term Expired
Date of Appointment	07/02/24
Term Begins On	03/13/24
Term Expires On	03/12/26
Term	Unexpired Term

KIM McGLONE



Professional Experience

Root Architects, El Paso, TX
Architectural Designer 2023 – current

Texas Tech University Huckabee College of Architecture, El Paso, TX
Lecturer - August 2023 - current

United Bank of El Paso Del Norte El Paso, TX
First Vice President for Deposit Operations 2000 -2014

Reporting to EVP for Operations. I was part of a group of bankers that started a new state regulated Community Bank. Tasked to develop and run Deposit Operations for United Bank from de novo status and going forward. Responsible for deposit compliance, security, IT Security, BSA, training, item processing, legal responses, day-to-day deposit operations and back-office deposit functions. Bank representative for the Independent Bankers Association of Texas Leadership Division – learning networking skills and political activism.

State National Bank / Continental National Bank El Paso, TX
Vice President of Operations 1996 - 2000

Reporting to SVP of Operations. Manage three first line supervisors with up to thirty-five employees in item processing and deposit operations functions, overseeing those functions for 28 branches in two states. Special projects have included the Y2K preparedness team, and the systems conversion team for converting, merging and consolidating three banks to one processing system.

Nationsbank / Sunwest Bank / First City National Bank El Paso, TX
Customer Service Manager 1992 - 1996

Reporting to the Branch Manager. Supervising up to eleven tellers in paying and receiving functions. Responsible for scheduling, training, compliance, balancing, reconciliation accounts, audits, interviewing, performance reviews, and applicant testing. Special projects include being a member of the Boatman's conversion team responsible for training and support during the first week of systems conversions for five newly acquired banks.

Siddiqi Import/Export Mainz, Germany
District Manager– Sid's Gift Shops 1990-1992

Manage two European gift shops with eight employees. Responsible for sales, interviewing, hiring, payroll, inventory, scheduling, selecting stock, reconciling cash drawers, deposits, working with customers and manufacturers for custom made products.

Texas Commerce Bank El Paso, TX
Customer Service Representative 1988 - 1989

Reporting to the Branch Operations Manager. Assisting customers with bank deposit services. Working on all functions of the reception desk.

Education:

Rice University School of Architecture – Houston, TX – Master of Architecture – May 2023

J. T. Mitchell Traveling Fellowship-2021, historical research trip to Albania - June 2021, editor PLAT 9.5 and Rice Design Alliance magazine CITE 102.

Rice University Study Abroad Program in Paris, France – August – December 2021: Included study travel throughout France, Venice, Italy and Basel, Switzerland. A design studio focus on rehabilitating a light manufacturing plant in the 18th Arrondissement, Paris, and cultural study.

Texas Tech University College of Architecture – El Paso, TX – Bachelor of Science in Architecture - May 2020: Summa Cum Laude

Historic Preservation Certification May 2020: President's List 2018, 2019: Recipient – Proven Achiever's Scholarship, 2018 & 2019: Study Abroad Competitive Scholarship 2019: Presidential Leadership Scholarship 2019: Tau Sigma Delta – 2019: Phi Kappa Phi – 2020: Gamma Beta Phi – 2020

Texas Tech Study Abroad Program in Singapore – 2019: A design studio and cultural study. Included travel to Kuala Lumpur Malaysia and Bali, Indonesia with a maker/materials design experience at Bamboo U.

El Paso Community College – Associates Degree of Science in Architecture – student: Graduated 2018: Dean’s List 2015, President’s List 2016, National Society of Collegiate Scholars, Phi Theta Kappa

New Mexico State University 2004 – various classes

Southwest Graduate School of Banking/ Independent Bankers Association of Texas - Bank Operations Institute 2007 Southern Methodist University, Cox School of Business – Dallas, TX Graduated 2007

American Institute of Banking 1992 – 1996

Durham Business College – graduated as a Certified Architectural Illustrator - 1986

Community Involvement Experience

Insights Science Discovery

Board member – 2018 current – Chair Dino-Tracks Committee

Junior League of El Paso, Inc.

President 2017-2018 Lead an organization of 500+ women; implemented a new training program; guided the league through the first year of the new Community Impact Area - promoting and embracing awareness of mental and physical health – and the associated new projects/programs; continued to research new locations for a JLEP headquarters building; work with the Communications council to reorganize the structure and focus of the Junior League of El Paso magazine, “The Yucca”; create an ad hoc committee to research the feasibility of a new ways and means event; create a committee to research and structure a Plan B to minimize the financial impact for our biggest fund-raiser, “A Christmas Fair” in the event that the planned construction of our current location causes us to hold the event elsewhere. Other positions held: President-Elect 2016-2017: “Think Tank” ad hoc committee 2016-2017: Advisory and Strategic Planning Chair 2015-2016: Vice President of Administration 2014-2015: Building ad hoc committee 2013-2016: Vice President of Finance 2013-2014: Resource Development Chair 2012-2013: Christmas Fair Merchant Assistant Chair 2011-2012: Christmas Fair Finance Chair 2010-2011: Nominating Committee 2010-2011: Provisional Committee 2009-2010: Women Leading Women Committee 2008-2009: Provisional Member 2007-2008

Junior League of El Paso, Inc., Endowment Board

President 2016-2017: Facilitated the creation of a new Distribution Policy and created a committee to review and update the investment policy. Worked to ensure achieving a goal of \$1,000,000.00 in the 2017-2018 year with the seventh annual JLEF fund-raiser – “Storytellers” and by promoting a new planned giving program to be implemented the following year. Other positions held: At Large Board member 2017-2018; Board Secretary – 2013-2014

National Society – Daughters of the American Revolution, member 2016 – current

El Dedon Verde Garden Club, member 2016 – current: Flower Show Chair 2019

FBI Citizen’s Academy Alumni Association member 2014 – current

University of Texas El Paso Women’s Auxiliary member 2014 - 2017

Texas Master Gardener Association, member 2014- 2018: Social Committee member 2015-2016.

El Paso Executive Women’s Forum 2013- current: At Large Board member 2014-2015, Treasurer 2015-2016. Board member 2023 - current

Girl Scouts of the Desert Southwest Camp CEO 2013- 2016 – Served as a mentor for girls aged 14-16 that had been identified by school counselors as potentially “at risk”.

El Paso Council for International Visitors – member 2011 – 2020: Hosting evening dinners for foreign dignitaries invited by the U.S. Department of State. We have hosted visitors from dozens of countries.

Family Readiness Group 3-133 FA 2004-2005: Chair and Advisory Committee Member - responsible for support for 600+ family members of soldiers deployed in Iraq. Achieved The Honorable Order of Molly Pitcher Award bestowed on myself and my committee by the U.S. Field Artillery Association and the Air Defense Artillery Association for the work done on this committee.

Plaza Starkeepers member 2004 – 2008: supporting the renovation and re-opening of a historic theatre.

El Paso Shelter for Battered Women 1993-1994: Intake volunteer. Receive families into the shelter and assist with their daily needs and record keeping.

American Institute of Banking 1993 – 1996: Bank representative and liaison between the school and the bank. Providing information regarding classes and degree plans for local bank employees.

Boy Scouts of America 1990 - 1991– Den leader for boys 8-9 years old.

Girl Scouts of America 1989-1992 – Troop leader for girls aged 7-9

Other relevant achievements:

Independent Bankers Association of Texas - Making A Difference Award: - in recognition of those employees who go beyond the standard in character, attitude and performance as well as investing personal time, volunteering in civic activities to make your community a better place to live. – **2009**

Yellow Rose of Texas Award: Awarded by Texas Governor Rick Perry. Given to honor Texas women who have demonstrated exceptional volunteer and community service -**2011**



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Members of the City Council, Representative Joe Molinar, (915) 212-0004

AGENDA LANGUAGE:

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Genevieve Torrez to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Joe Molinar, District 4.



Board Appointment Form

City Clerk's Office

Appointing Office	Representative Joe Molinar, District 4
Agenda Placement	Consent
Date of Council Meeting	07/02/24
Name of Board	Greater El Paso Civic, Convention and Tourism Advisory Board
Agenda Posting Language	
Appointment of Genevieve Torrez to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Joe Molinar.	
Appointment Type	Regular
Member Qualifications	
See attached resume.	
Nominee Name	Genevieve Torrez
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 2
City Employed Relatives	N/A
Board Membership	
N/A	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Deborah Zuloaga
Reason for Vacancy	Term Expired
Date of Appointment	07/02/24
Term Begins On	06/13/24
Term Expires On	06/12/26
Term	First Term

Results-oriented Certified Scrum Product Manager with comprehensive experience in driving successful product strategies, delivering innovative technology solutions that align to business strategies, and promote cross functional collaboration innovation. Demonstrated expertise in leading cross-functional teams and managing end-to-end product lifecycle. Adept at translating customer needs into actionable requirements, prioritizing feature development, and ensuring timely delivery. Excited to bring creativity, strategic product planning, and organizational expertise to drive exceptional products.

Areas of Expertise

- ♦ Data Visualization Tools
- ♦ Agile Change Management
- ♦ Product Development Lifecycle
- ♦ Customer Relationship Management
- ♦ Business Development
- ♦ Product Management
- ♦ Risk Management
- ♦ Brand Management
- ♦ Product Marketing Management
- ♦ User Experience Design
- ♦ Local-State-Federal Government
- ♦ Data and Business Analytics

Professional Experience

Booz Allen Hamilton, Charleston, SC

2022 – Present

Information Technology Business Analyst/Product Owner

Develop agile product vision that aligns customer centricity and business needs with organization's goals by building the best technical, cloud, MI/AI products for the Department of Veterans Affairs. Generate and manage technical product backlog in JIRA, including writing and prioritizing themes, epics, features, and stories, defining actionable acceptance criteria, and facilitating refinement sessions with team. Acted as voice of the customer proxy by understanding their business strategies and aligning business needs with the product strategy and road map, interact with multiple customers from different backgrounds and work styles, and resolves conflicts effectively. Engage in sprint planning and provide ongoing support to teams throughout each sprint. Uncover customer needs and insights, driving informed decision-making by user research and analysis. Maintain product lifecycle, including ideation, launch, and ongoing optimization.

- Successfully manage and launch multiple technical digital initiatives through full life cycle in support of agencies missions to improve customer service
- Translate user insights and business requirements into clear actionable UX requirements for development team
- Developing and communicating a clear UX strategy aligned with overall goals and objectives
- Acting as a bridge between stakeholders and marketing teams, facilitating discussions and decisions related to UX design and implementation
- Analyze requirements and define features, create and document user stories, epics, and acceptance criteria, and conducts backlog grooming and prioritization for each PI
- Led and collaborated extensively with engineering, UX, designers, and data science teams, employing quantitative and qualitative research efforts to drive software development.
- Create product roadmaps, create technical and non-technical user stories, and accomplished 98% of on-time delivery rate for all features and ensuring stories meet the user's needs with clearly defined acceptance criteria that comply with the Definition of Done
- Analyze IT requirements in business process through requirements elicitation, solutions identification, risk analysis to ensure features and subsequent stories meet expectations.

- Translate business needs into a workable system and articulating on specific software requirements by communicating about these requirements with technology experts and business stakeholders.
- Govern sprint planning and communicated product vision to technical team and client, leading to 99% of success rate in achieving goals and deadlines.
- Support defect triage activities by working with triage team to identify root causes through resolution, providing support, understanding technical issues, and understanding detail to coordinate multiple viewpoints into a single message.
- Involve in multiple requirement-gathering sessions to capture use cases, data, and technology requirements from subject matter experts and end users in AWS and API product initiatives.
- Create and partner in Scrum ceremonies such as iteration planning, iteration review, demos, and sprint ceremonies and UAT meetings.

Texas Tech Health Science Center of El Paso, El Paso, Texas
Business Coordinator

2021 – 2022

Collaborated with leaders to establish university-wide strategic product vision. Developed data sets and utilized software for data retrieval. Formulated impactful data visualizations to drive product decision-making and achieve key results with marketing team. Identify and elevate visibility on project risks such as delivery delays, scope creep, cost variance, etc. through regular executive and partner stakeholder engagement. Manage multiple budgets for departments along with planning for entire Texas Tech Health Science Center.

- Escalate any anticipated risks, issues and opportunities by providing presentations to team and leaders
- Effectively communicated to marketing teams, aligning efforts through a lens of user experience and data-driven insights, ensuring products catered to user needs effectively.
- Engage with local businesses to foster partnerships to promote university
- Produced engaging content such as infographics to attract and engage employees and leaders
- Conduct market research to understand prospective students preferences , demographics, and behaviors to tailor efforts accordingly
- Leveraged a strong quantitative and qualitative mindset define success metrics, consistently tracking critical metrics and driving strategies to meet or surpass defined objectives.
- Leveraged staff and public meetings to gather employee feedback, and achieved 15% increase in morale through surveys.
- Serve as a subject matter expert, providing guidance to ensure consistent experiences across teams.
- Managed Texas Tech University Health Science Center online presence through websites, social media platforms, and SEO
- Facilitated PI Planning meetings, workshops, and trainings to drive iteration content and prioritizing user stories and deadlines.

City of El Paso, El Paso, Texas

2016 – 2021

Program Supervisor- El Paso Parks and Recreation

Oversaw agile end-to-end event program developments, including opportunity identification, program creation, launch, and optimization. Utilized market analysis, competitive intelligence, and user data for data-driven product decision-making. Performed user research and market trend analysis to inform decision-making. Experience planning and analyzing local government policy in the assessment and improvement of program effectiveness and management processes and systems. Engaged in stakeholder meetings to collaborate with diverse teams and establish effective go-to strategies. Experience producing and formatting web content, articles and other online content with attention to detail. Stayed current on business trends and technological advances uses knowledge of company products and services to meet customer needs. Presented actionable Tableau insights to management for informed decision-making.

- Developed and launched revenue-generating products increasing 30% growth rate, and was delivered efficiently, on time, and on budget
- Conducted big data analytics in products and services to provide insights on design and development
- Owned the development and maintenance of Sports Division developments, including communicating key timelines and priorities for each event, and flagging and resolving potential scheduling conflicts, which resulted in a 99% improvement of success of event
- Manage strategic and business decisions related to product creation, development, positioning, and marketing
- Improved product engagement by 45% through user research interviews and metric tracking in Google Analytics
- Grew customers by 65% via coordinating with stakeholders to analyze customer decline and implement targeted solutions for product
- Develop and execute marketing campaigns to promote parks, facilitates, programs, and events to local and regional communities
- Manage the departments digital presence, including websites, social media accounts, email newsletters, advertising efforts
- Drove \$500K quarterly sales increase by bridging program gaps in Google Analytics through new program development.
- Create marketing content such as videos, photos, info graphics, and posts highlighting park amenities, upcoming events, and success stories.
- Communicated with executives to drive innovative business processes and technology initiatives, boosting operational efficiency by 40%.
- Engage with local residents, community organizations, school, businesses to foster partnerships to promote department opportunities
- Applied consumer-driven tier pricing model, generating average sales by 42% through strategic pricing restructuring.

Education & Certifications

Master of Science in Business Administration

West Texas A&M, Canyon, Texas, 2019

Master's Graduate Certificate in Business Analytics

Texas A&M, Commerce, Texas, 2020

UX/UI Certification

Deep Dive Coding Bootcamp Albuquerque, NM 2021

Technical Proficiencies

Atlassian JIRA | SQL | Tableau | Business Analytics | R | UX/UI| ServiceNow| AWS| HTML | Social Media Outlets | Mural



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**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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Nathaniel Chaney to the Bond Overview Advisory Committee 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	07/02/24
Name of Board	Bond Overview Advisory Committee
Agenda Posting Language	
Appointment of Nathaniel Chaney to the Bond Overview Advisory Committee by Representative Isabel Salcido, District 5.	
Appointment Type	Regular
Member Qualifications	
See Resume	
Nominee Name	Nathaniel Chaney
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 6
City Employed Relatives	N/A
Board Membership	
Veterans Advisory Committee 7/2019-12/2019	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Luis Ortega
Reason for Vacancy	Term Expired
Date of Appointment	07/02/24
Term Begins On	01/01/23
Term Expires On	12/31/27
Term	First Term

NATHANIEL CHANEY, MRC,VSR

Skills in Consulting | Communication | Collaboration | Risk Management | Diversity Advocacy | ERG Leadership | Mental Health Advocacy | Case Management | Ethical Decision-Making | Job Placement | Job Coaching | Team Building | Project Management | Leadership | Research | Stakeholder Engagement | MS Office Suite | Data Visualization | Counseling Skills | Technical Proficiency

EDUCATION

Completed

Master of Rehabilitation Counseling, GPA 4.0/4.0
The University of Texas at El Paso (UTEP), El Paso, Texas | Graduated: December 2019

The Texas Workforce Solutions- Vocational Rehabilitation Services (TWS-VRS) Credentials | University of North Texas
Job Skills November 2018 - Job Placement December 2019

Bachelor of Science in Health Promotion, GPA 3.3/4.0
The University of Texas at El Paso (UTEP), El Paso, Texas | Graduated: May 2017

Bachelor of Science in Health & Wellness, GPA 2.73/4.0
Kaplan University, College Park, Illinois | Graduated: February 2014

United States Army, 2004-2014
Food Service Specialist/Manager, Honorable Discharge

Current

Master of Public Administration with a concentration in Public Policy Management, GPA TBD
The University of Texas at El Paso (UTEP), El Paso, Texas | Enrolled: Graduation June 2026

CURRENT EXPERIENCE

Veteran Benefits Administration- Albuquerque Regional Office | Full-time (40 hours/week) | March 2024-Present

Veteran Service Representative (VSR)

MANAGE REVIEW AND PROCESSING OF CLAIMS: I efficiently manage the review and processing of veterans' claims, ensuring accuracy and promptness. This involves detailed verification of eligibility, thorough documentation review, and continuous updating of claim statuses in the system. My proactive management ensures that veterans receive their entitlements, such as disability, pension, and education benefits, without undue delays.

DELIVER PRECISE GUIDANCE: I provide precise and personalized guidance to veterans, helping them navigate the complexities of healthcare, education, and financial benefits. By explaining eligibility criteria, benefit utilization, and application processes in a clear and understandable manner, I ensure veterans maximize their entitled support. This guidance often involves complex cases requiring tailored advice based on specific veteran needs and circumstances.

IMPLEMENT STREAMLINED PROCEDURES: I implement streamlined procedures to facilitate easy access to benefits for veterans, significantly enhancing their experience and satisfaction. This includes optimizing internal processes, reducing bureaucratic hurdles, and introducing user-friendly digital tools for easier benefit application and tracking. These improvements lead to quicker benefit delivery and increased veteran satisfaction.

ADVOCATE FOR VETERANS' RIGHTS: As an advocate for veterans' rights and well-being, I treat each case with the highest level of respect and professionalism. This involves not only representing veterans in appeals or disputes but also engaging with policymakers to push for legislative changes that benefit the veteran community. My advocacy ensures that veterans receive the respect and support they deserve.

ENHANCE VETERANS' QUALITY OF LIFE: I contribute significantly to improving the daily lives of veterans by aligning my passion for public service with impactful support and advocacy. This includes initiating and participating in programs aimed at increasing job opportunities, mental health support, and community integration for veterans, which substantially enhances their quality of life and well-being.

PROMOTE AND DEFEND VETERANS' RIGHTS: I actively promote and defend the rights of our nation's heroes, ensuring their sacrifices are recognized and their needs are met with the highest standard of service. My role involves leading public awareness campaigns, engaging in community outreach, and liaising with veteran organizations to advocate for policy enhancements and

increased support services for veterans.

Accenture- Houston Office | Full-time (40 hours/week) | January 2020-December 2023

Senior Consulting Analyst

OPTIMIZED CLIENT WEBSITE CONTENT, DESIGN, AND RESOURCES: Spearheaded a major initiative to revamp client websites, aligning them with modern communication standards to significantly enhance user engagement and satisfaction. The strategic overhaul included a user-centered design approach, integration of cutting-edge technologies, and optimization of content for SEO, which collectively boosted client web traffic and interaction metrics by over 40%.

LED ESCALATION CALLS: Managed critical escalation protocols across global teams, effectively mitigating vulnerabilities during high-stakes client interactions. Leadership in crisis management ensured the continuity of services and safeguarded client relationships, maintaining a 95% satisfaction rate during escalated events.

ASSESSED STATES, IDENTIFIED CUSTOMER REQUIREMENTS: Conducted a detailed analysis of market conditions and client needs, which led to the development of customized business solutions that enhanced client service delivery. This strategic insight resulted in a 25% improvement in client satisfaction and a 20% increase in service renewal rates.

CONDUCTED RESEARCH AND SYNTHESIZED CLIENT DATA: Led a series of data-driven research projects that culminated in the creation of compelling business cases, influencing key strategic decisions. Translated complex data into actionable insights, resulting in the launch of three new product lines, significantly enhancing the company's market position.

DEVELOPED CREATIVE WAYS TO ENHANCE EXPERIENCE: Innovated the virtual and in-office experiences for approximately 2600 employees, implementing a series of initiatives that transformed workplace culture and productivity.

SOLVED CUSTOMER COMMUNICATION PROBLEMS: Devised and implemented communication strategies that effectively bridged gaps between employees and leadership. Enhanced understanding and cooperation across departments, fostering a cohesive work environment and boosting team morale.

MANAGED CASES IN COVID-19 SURGE PROJECT: Promoted to legislative escalation team to process and resolve highest priority unemployment claims after two weeks on the project due to high performance. Handled 40-50 calls a day, among the highest among my peers, and maintained one of the highest quality claims processing rates. Answered calls to address unemployment questions and file claims, helping dozens of callers daily. My caller satisfaction and claim totals were among the highest on my team.

STREAMLINED & MANAGED GOALS AND OBJECTIVES: Oversaw the strategic planning and execution of project goals for key oil & gas and utility clients, enhancing operational efficiency and meeting strategic targets. Reduced operational costs by 15% and improved project delivery timelines by 10%, significantly benefiting client operations.

KEY ACCOMPLISHMENT: Developed and led the Mental Wellness Employee Resource Group at Accenture. This initiative significantly enhanced the company's focus on mental health and inclusivity. I directed 16 diverse groups, creating and implementing equitable activities that markedly improved the workplace environment. This role not only increased employee engagement and well-being but also established Accenture as a leader in supporting mental wellness and fostering a supportive corporate culture.

Pride Industries El Paso, Texas | Rehabilitation Counseling Services Part-Time (30 hours/week) | JUN 2019-DEC 2019

Employment Coach | Supervised Internship by VRC Counselor and Agency Director

CASE MANAGEMENT: Managed Vocational Rehabilitation cases within a range of disabilities, from mental health issues to physical impairments and designed and delivered job-specific training for over 50 clients (persons living with physical & intellectual disabilities), enhancing their ability to perform and integrate effectively into their workplace environments. Maintained meticulous documentation of client progress and interventions, adhering to legal and professional standards to uphold ethical practices.

CONDUCTED THOROUGH ASSESSMENTS: Enabled tailored support strategies, optimizing client job performance and workplace adaptation, and provided ongoing support and adaptation while continuously supported clients, adapting resources to meet evolving challenges, thus promoting their long-term professional development and success.

COMMUNITY LIAISON: Developed relationships with businesses in El Paso and Las Cruces, New Mexico, establishing partnerships for worksite placements. Facilitated on-the-job training and employment opportunities as part of a collaboration with the Texas Workforce Commission, expanding supportive work environments for clients.

LED CAREER DEVELOPMENT WORKSHOPS: I orchestrated and led comprehensive career development workshops for individuals with disabilities, focusing on essential job-search skills and professional growth. The workshops included job

interviewing skills and role-playing sessions, resume building, and the administration of career assessments such as The Myers-Briggs Type Indicator (MBTI) and The Campbell Interest and Skill Survey (CISS). Additionally, I provided training on assistive devices and technology proficiency, covering Microsoft Office applications (OneNote, Word), Google Suite, Adobe Suite, and general computer skills. These workshops were designed to empower participants by enhancing their employability and confidence in navigating the job market.

LED CAREER DEVELOPMENT WORKSHOPS: Orchestrated and led comprehensive career development workshops for individuals with disabilities. Workshops included job interviewing skills, resume building, role-playing sessions, and administering career assessments such as The Myers-Briggs Type Indicator (MBTI) and The Campbell Interest and Skill Survey (CISS). Provided training on assistive devices and technology proficiency, enhancing employability and confidence in navigating the job market.

BUILDING SUPPORTIVE WORK ENVIRONMENTS: Trained company leaders and managers on creating inclusive and supportive work environments for people of all abilities, paving the way for organizations to access a largely untapped employee segment and for people with employment obstacles to find success.

KEY ACCOMPLISHMENT: Leveraging effective communication and problem solving, I mediated and facilitated clear and effective communication between clients and employers, resolving potential conflicts, ensuring mutual understanding, empowered clients through advocacy, and promoted client self-advocacy and independence, while actively supporting their rights, which fostered their confidence and workplace integration.

Center for Accommodations and Support Services CASS-University of Texas at El Paso | Part-Time (30 hours/week) | JAN 2019-JUN 2019

ADA Coordinator| Supervised Practicum UTEP MRC

Administered Accommodation Policies: I advocated and enforced the University's policies concerning accommodations for individuals with disabilities, ensuring compliance with Title II of the ADA, ADAAA of 2008, and Section 504 of the Rehabilitation Act of 1973. I managed the assessment and provision of necessary accommodations, promoting equitable access to university programs and services.

Delivered Presentations on ADA Compliance and Inclusion: I also delivered presentations on ADA policies and procedures, the importance of first-person language, and the principles of diversity, inclusion, and equitable opportunities for all persons living with disabilities to students, faculty, and staff at the university.

PROCESSED AND EVALUATED ACCOMMODATION REQUESTS: Carefully evaluated and processed requests for accommodations, ensuring that solutions were appropriate and effective for students, employees, and visitors. Managed detailed case files and adjusted accommodations as needed to meet evolving needs.

PROVIDED COUNSELING AND GUIDANCE ON ADA COMPLIANCE: Offered counseling and guidance to university departments and individuals, advocating for necessary adjustments to support the substantial limitations of persons with disabilities. Actively worked to enhance understanding of ADA compliance and disability awareness through training sessions and educational initiatives.

MONITORED ACCESSIBILITY COMPLIANCE: Vigilantly monitored university programs and activities for accessibility, proactively addressing any issues to ensure compliance with ADA standards. Engaged in extensive communication and outreach to effectively inform and educate stakeholders about disability services and policies.

COORDINATED CASE MANAGEMENT: Oversaw the comprehensive management of individual cases, ensuring each request for accommodations was addressed promptly and effectively. This involved detailed tracking of case progress from initial assessment through to the implementation of accommodations and follow-up. Coordinated with various university departments to ensure seamless service delivery and maintained ongoing communication with all stakeholders to adjust accommodations as needed. This meticulous management ensured that each case was handled according to the specific needs and conditions of the individuals, promoting their full participation in university life.

KEY ACCOMPLISHMENTS: Efficiently handled and resolved grievances related to disability accommodations and discrimination, ensuring equitable treatment in accordance with ADA guidelines and fostering an inclusive environment across the university campus.

Served as a Veteran Disability Liaison: I was called upon to help Student Veterans understand and navigate the VA Benefits programs (VR&E, GI Bill, Yellow Ribbon, Hazelwood Act, and more), helping them overcome barriers through counseling skills such as empathy, motivational interviewing, rapport building, and intentional networking. Additionally, I served as a bridge with the Military Student Success Center (MSSC), Military Student Association, VA VR&E Counselors, local Vet Center, and other Veteran and Family Resources.

Vocational Rehabilitation Representative | Supervised by UTEP Rehabilitation Counseling Internship Director

COLLABORATED ON ASSESSMENT AND PLANNING: Worked closely with a multidisciplinary team, including therapists, healthcare professionals, and educational staff, to evaluate and determine appropriate assessments for each client. This collaborative effort was crucial in formulating comprehensive, individualized rehabilitation plans tailored to meet specific needs and aspirations of clients. My contributions often involved synthesizing complex assessment data to develop effective strategies and plans.

GUIDED SERVICE SELECTION: Actively guided clients in selecting services that effectively supported their rehabilitation goals, ensuring that each choice was aligned with their long-term employment objectives. I utilized a consultative approach to help clients understand the benefits and potential outcomes of each service option, making optimal use of the resources available at the Rehabilitation Sciences Clinical Teaching Laboratory.

DEVELOPED REHABILITATION PLANS: Developed and implemented detailed rehabilitation plans that included specific goals, objectives, and target outcomes, custom-tailored to align with the individuals' values and interests. These plans were crafted after thorough consultations and were designed to promote personalized rehabilitation pathways, maximizing client engagement and commitment to the rehabilitation process.

DELIVERED SUPPORTIVE SERVICES: Provided a range of supportive services within the Rehabilitation Sciences Clinical Teaching Laboratory, significantly contributing to the rehabilitation and employment successes of individuals with disabilities. My role included ongoing support throughout the rehabilitation process, from initial assessment through to successful job placement, ensuring a holistic approach to each client's development and progress.

COORDINATED INTAKE AND ORIENTATION: Managed initial intake appointments and orientations for individuals referred by the Texas Department of Assistive and Rehabilitative Services (DARS). I ensured a smooth transition into the rehabilitation process by providing detailed information about available services and setting expectations. My role included the creation of welcoming and informative orientation sessions that helped reduce client anxiety and facilitated a positive start to their rehabilitation journey.

KEY ACCOMPLISHMENT: Enhanced job placement skills for individuals with disabilities by facilitating the delivery of comprehensive vocational rehabilitation services that led to successful employment outcomes. I leveraged essential counseling skills to engage directly with clients, assessing their needs and providing guidance and support as they pursued their rehabilitation goals. This role involved close interaction with clients to understand their unique challenges and aspirations, enabling me to advocate effectively on their behalf and secure necessary resources.

Executive assistant-Intern/Work Study | Supervised by Veteran Administration VR&E Counselors

MANAGED APPLICATION PROCESSES: Ensured timely and accurate handling of essential documents for service members in the Vocational Rehabilitation and Employment program. This included overseeing the entire application process to facilitate smooth and efficient program operations.

DELIVERED COMPREHENSIVE OFFICE MANAGEMENT: Performed comprehensive office management tasks, which included conducting assessments, organizing paperwork, and managing time-sensitive requirements. These efforts supported the efficient operation of the VR&E program and ensured that all administrative aspects were handled proficiently.

PROVIDED EXCEPTIONAL CUSTOMER SERVICE: Addressed service members' inquiries about benefits and guided them through the rehabilitation process. Offered support and information to ensure they received the benefits and services suited to their needs, enhancing their experience and satisfaction with the program.

CASE MANAGEMENT: Maintained meticulous records for a caseload of 150 clients, tracking their progress and outcomes. This oversight was critical in ensuring the successful management of each case and providing detailed reports on client advancements and program efficacy.

CONDUCTED GOAL-SETTING SESSIONS: Led goal-setting sessions and supported the development of personalized rehabilitation plans. These sessions were key to helping clients set realistic and achievable objectives for their rehabilitation and future employment.

KEY ACCOMPLISHMENT: Successfully managed the entry of over 100 service members into the Vocational Rehabilitation system, demonstrating effective oversight and execution of the enrollment process. This achievement highlighted the program's capacity to accommodate and support a significant number of veterans.

VOLUNTEER ACTIVITIES

I*DEA (Inclusion, Diversity, Equity, Access) Influencer, Department of Veteran Affairs: Actively promoted and championed initiatives focused on inclusion, diversity, equity, and access within the Department of Veteran Affairs. Developed and led workshops and training sessions aimed at fostering a more inclusive and supportive environment for veterans and staff members. Collaborated with various stakeholders to implement policies and practices that enhance diversity and inclusion.

Houston Office Experience Council - Volunteer Lead, Accenture: Volunteered as a leader for the Houston Office Experience Council, supporting 2600 employees by organizing and coordinating events and activities that enhanced employee engagement and workplace culture. Developed initiatives that promoted professional development, team building, and a positive work environment. Acted as a liaison between employees and management to address concerns and improve the overall employee experience through volunteer-led efforts.

President of UTEP Chapter for Delta Alpha Pi International Honor Society: Presided over the UTEP Chapter of Delta Alpha Pi International Honor Society, promoting academic excellence, leadership, and advocacy for students with disabilities. Organized events and activities that supported the academic and professional growth of members. Collaborated with university staff and external organizations to provide resources and opportunities for members.

Military Representative in UTEP Student Government Association (SGA): Represented the interests of military students within the UTEP Student Government Association. Advocated for policies and initiatives that supported the needs and well-being of military students. Collaborated with university administration and student organizations to enhance services and support for military-affiliated students.

Committee Member on Veterans Advisory Committee, El Paso Mayor's Office, District 5:

Served as a committee member on the Veterans Advisory Committee, advising the El Paso Mayor's Office on issues affecting veterans in District 5. Participated in the development and implementation of programs and initiatives aimed at improving the quality of life for veterans. Collaborated with community organizations and government agencies to address the needs and concerns of veterans.

Peer Support Group Leader and Presenter for NAMI (National Alliance on Mental Illness): Led peer support groups and delivered presentations for the National Alliance on Mental Illness (NAMI). Provided support and resources to individuals living with mental illness and their families. Facilitated discussions, shared personal experiences, and offered guidance to help group members navigate their mental health challenges. Organized and participated in community outreach events to raise awareness about mental health issues and reduce stigma.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-858, 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 Josh Acevedo, (915) 212-0002

AGENDA LANGUAGE:

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

Federico Sosa to the Regional Renewable Energy Advisory Council by Representative Josh Acevedo, District 2.



Board Appointment Form

City Clerk's Office

Appointing Office	Representative Josh Acevedo, District 2
Agenda Placement	Consent
Date of Council Meeting	07/02/24
Name of Board	Regional Renewable Energy Advisory Council
Agenda Posting Language	
Appointment of Federico Sosa to the Regional Renewable Energy Advisory Council by Representative Josh Acevedo, District 2	
Appointment Type	Regular
Member Qualifications	
Mr. Sosa is a constituent in the city of El Paso and demonstrates experience in industry, innovation, and economic development. He has led international business development through strategic planning and holds interest in matters related to renewable energy strategy and industry development.	
Nominee Name	Federico Sosa
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 1
City Employed Relatives	N/A
Board Membership	
N/A	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Joel R. Calderon
Reason for Vacancy	Term Expired
Date of Appointment	07/02/24
Term Begins On	03/03/24
Term Expires On	03/03/26
Term	First Term

Executive with over 35 years of experience, skilled in global sourcing, cross-cultural management, and strategic sales growth. Proven track record in driving market penetration and enhancing profitability through innovative strategies and effective team leadership. Seeks to apply extensive expertise in a forward-thinking government agency to advance business objectives and promote economic development.

Employment history

Business Unit Sales Manager, West Rock, 2014 - Present

El Paso, Texas

- Lead sales team to surpass volume and profit goals through new and existing account growth.
- Develop sales strategy with Business Unit Sales Manager to align with strategic goals.
- Implement processes, training, and tools to achieve business unit objectives.
- Manage sales pipeline and monthly performance reviews to drive results.
- Mentor and onboard new sales team members to ensure productivity and growth.
- Spearheaded a sales initiative that expanded market reach and enhanced client retention.
- Pioneered a data-driven sales strategy that realigned the business unit's focus and increased efficiency.
- Fostered a team-oriented environment that enhanced skill development and performance.
- Optimized sales processes through rigorous analysis of market trends and team performance metrics.
- Championed the adoption of innovative sales tools that drove revenue growth and operational excellence.
- Initiated a CRM system integration to enhance tracking and customer engagement.

Sales Manager, ReadyOne Industries, 2012 - 2014

El Paso, Texas

- Led Board meetings, improved decision-making; enhanced reporting accuracy, precise decisions.
- Negotiated vendor terms, better pricing; sourced new vendors, improved procurement.
- Hired and trained sales reps, built skilled team; elevated performance, increased market reach.
- Developed marketing strategies, drove sales; increased market penetration, brand visibility.
- Coordinated exports, ensured efficient logistics; streamlined operations, reduced costs.
- Streamlined team workflows, increasing operational efficiency by 20%.
- Introduced AI-driven analytics to enhance sales forecasting accuracy.
- Mentored junior managers, improving leadership across the department.
- Orchestrated a strategic shift towards digital markets, boosting brand presence.
- Refined customer service protocols, enhancing client satisfaction rates.
- Optimized CRM processes, boosting data accuracy and customer engagement.

Vice President, Sales, Textape, 1999 - 2012

El Paso, Texas

- Hired, supervised, and trained 40 sales and office staff, boosting team efficiency.
- Established product distribution in 5+ regions, increasing sales by 8% annually.
- Developed marketing strategies, enhancing product competitiveness and market share.
- Oversaw legal and operational setup in Mexico, ensuring compliance and smooth operations.
- Mentored foreign executives, improving cross-cultural management and collaboration.
- Drove 8% annual sales growth by spearheading market expansion strategies.
- Introduced new bonded warehousing services to boost international trade efficiency.
- Expanded company footprint in Mexico, enhancing regional market penetration.
- Optimized product lines for competitive advantage in the Mexican market.
- Mentored executives to foster cross-cultural management skills and operations.
- Pioneered integration of AI tools to refine sales tactics, leading to a 10% efficiency gain.

Employment history

Owner, Southwest International Supplier, 1996 - 1998

El Paso Texas

- Led international business development, driving annual sales from zero to \$100K through strategic planning.
- Managed US-Mexico communications, fostering cross-cultural relations and enhancing operational efficiency.
- Developed and executed comprehensive business strategies, ensuring meticulous implementation and measurable results.
- Boosted annual sales to \$100K through strategic US-Mexico partnerships.
- Introduced novel international strategies, expanding market footprint.
- Managed strategic planning with precision, ensuring flawless execution.
- Developed cross-cultural initiatives enhancing international synergy.
- Analyzed market trends to guide strategic international business decisions.
- Pioneered market entry strategies that diversified client base.

Executive Director for the Northern Mexico office, Government of the state of Chihuahua, 1993 - 1996

Cd. Juarez, Mexico

- Led HR, operations, and finance, managing 200 employees, enhancing departmental efficiency
- Promoted and selected high-level management, ensuring optimal team performance
- Developed and implemented public financial systems, increasing transparency
- Facilitated fund transfers to employee accounts, improving financial operations
- Collaborated with staff to understand capabilities, driving measurable results
- Spearheaded HR, finance, and operations integration, boosting cross-departmental synergy.
- Enhanced operational efficiency by fostering employee skills recognition and apt deployment.
- Launched transparent financial systems, increasing public trust and accountability.
- Oversaw precise fund transfers, ensuring accuracy in employee payments.
- Cultivated leadership through strategic promotions and high-level management selections.
- Pioneered initiatives for workforce digital literacy, enhancing operational agility.

Operations Manager, Industrial Park (PIMSA), 1989 - 1993

Cd. Juarez, Mexico

- Conducted socio-economic studies, ensuring financial credit for companies, fostering business growth.
- Collaborated with governmental banks to secure funding, enhancing industrial park development.
- Acted as liaison between authorities and businesses, ensuring compliance with investment requirements.
- Prepared companies for foreign investments, facilitating cross-border economic expansion.
- Boosted cross-border investment compliance, enhancing company readiness for foreign markets.
- Streamlined interactions with government banks to secure financial support for businesses.
- Fostered strategic partnerships between businesses and government, paving the way for growth.
- Monitored socio-economic trends to guide the park's strategic planning and operations.
- Provided critical liaison support, ensuring smooth negotiations between businesses and authorities.
- Analyzed financial data to optimize investment strategies, boosting park's economic health.

Education

University of Texas at El Paso (UTEP), El Paso, Texas, 1988 - 1988

BBA

Major in Economics and minor in Marketing

Skills

Business Travel	Communication	Cross-Cultural Management	Customer Relations
Economic Development	Financial Strategies	Global Sourcing	Goal Oriented

Skills

Highly Motivated

Investments Strategies

Legal Compliance

Marketing Strategies

Negotiations

Product Research

Sales Growth

Sales Training

Presentations

Languages

Spanish

Additional information

Professional Affiliations

- Partner/Founder and current board member of The Network Association of Entrepreneurs and Executives based in El Paso, Texas
- Partner/Founder member of Rotary Club Camino Real in El Paso, Texas

Computer Skills

- Proficient in Microsoft Word, Excel, and PowerPoint.
- Experience in internet research



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-878, 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 A).

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

AGENDA DATE: July 2, 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 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 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? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maria O. Pasillas

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

TAX REFUNDS

July 2, 2024

1. Diagnostic Outpatient Imaging, in the amount of \$21,016.18 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #19PP-999-8745-0050)
2. Meijiao Xu, in the amount of \$5,419.08 made an overpayment on November 21, 2023 of 2023 taxes.
(Geo. #20PP-999-8711-8034)
3. Corelogic Tax Services LLC, in the amount of \$2,890.42 made an overpayment on February 7, 2024 of 2023 taxes.
(Geo. #C518-999-1360-3100)
4. Richard N. Wolf, in the amount of \$4,492.98 made an overpayment on May 20, 2024 of 2023 taxes.
(Geo. #E054-999-0530-1290)
5. Richard N. Wolf, in the amount of \$4,492.98 made an overpayment on May 20, 2024 of 2023 taxes.
(Geo. #E054-999-0530-1290)
6. K.E. Andrews, in the amount of \$5,171.94 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #L541-999-001A-4300)
7. Juan Marquez, in the amount of \$4,621.50 made an overpayment on February 29, 2024 of 2023 taxes.
(Geo. #M028-999-0380-4300)
8. Stewart Title, in the amount of \$2,711.38 made an overpayment of February 7, 2024 of 2023 taxes.
(Geo. #V348-999-0060-5500)

Laura D. Prine
City Clerk



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

CITY TAX OFFICE

JUN 05 2024

DIAGNOSTIC OUTPATIENT IMAGING
6065 MONTANA AVE STE A6
EL PASO, TX 79925

Geo No. 19PP-999-8745-0050	Prop ID 686886
Legal Description of the Property INV FURN CMP MACH SIGN 1426 GEORGE DIETER DR	
OWNER: DIAGNOSTIC OUTPATIENT IMAGING	

2023 OVERAGE AMOUNT \$11,374.88

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: Diagnostic Outpatient Imaging				
	Address: 6065 Montana Ave Ste A6				
	City, State, Zip: El Paso, TX 79925				
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915 472-3071		E-Mail Address: mnunez@dximaging.com		
	Payment made by: Check No. Date Paid Amount Paid				
	E check		5999578	1-31-24	\$21,016.18
	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:				
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.				
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.				
	<input type="checkbox"/> I want this payment applied to next year's taxes.				
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
	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		
Junc 6/1/24		Maria Nunez 6/5/24			
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 6-7-24					

GP ✓
+2500

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

CITY TAX OFFICE

JUN 03 2024

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: Meijiao Xu ✓		Phone: HOME: WORK: 915 227-8188		Property ID# (One application per account) 697292	
Address (mail refund to :) 969 Crooked River Dr. El Paso, TX 79932 ✓		Property Address: And/or Legal Description: 6303 N Mesa St STE A, El Paso, TX 79912			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2023	11/22/23	5498882 11/21/23		5,419.08	5,419.08
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)				5,419.08	5,419.08 ✓

(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: An accidental overpayment was made for a tax delinquent fee. We would like to request a refund for the extra payment.

"I certify that information given to obtain this refund is true and correct."

Meijiao Xu

Date: 6/3/24 ✓

Requestor signature:

Meijiao Xu

6/3/24

Printed name:

Title:

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:

Date:

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:

FEB 20 2024 12



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

CITY TAX OFFICE

MAY 29 2024

CORELOGIC TAX SERVICES, LLC
3001 HACKBERRY ROAD
IRVING, TX 75063-015

OP
+2500 ✓

Geo No. C518-999-1360-3100	Prop ID 112728
Legal Description of the Property 136 CIELO VISTA PARK LOT 16 (HOMESITE) (4950 SQ FT)	
9313 DARLINA DR 79925	
OWNER: FAVELA MARIA D L A	
2023 OVERAGE AMOUNT \$2,890.42	

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

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: CORELOGIC TAX SERVICES LLC ✓			
	Address: PO BOX 9202 ✓			
	City, State, Zip: COPPELL TX 75019			
Daytime Phone No.: 817-699-2106		E-Mail Address: KIRAM@CORELOGIC.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
	Corelogic	412127338	2/7/24	
	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:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1. ✓		
	<input type="checkbox"/>	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) Ramkishore		PRINTED NAME & DATE Ramkishore 03/29/2024 ✓	

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

N/A

Date:

5-29-24 ✓



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@elpaso.texas.gov

CITY TAX OFFICE

JUN 17 2024

WOLF RICHARD N
6316 NORMANDY DR
EL PASO, TX 79925-180

Geo No. E054-999-0530-1290	Prop ID 413924
Legal Description of the Property 53 EAST GLEN #4 ELY PT OF 2 (6883 SQ FT)	
2863 ANISE DR <i>Rental</i>	
OWNER: WOLF RICHARD N	

OP
+2500

2023 OVERAGE AMOUNT \$4,492.98

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

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

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:		RICHARD N WOLF		
	Name: <i>PAID FOR RENTALS</i>		6316 NORMANDY DR		
	Address:		EL PASO TX 79925-1805		
	City, State, Zip:				
Daytime Phone No.: <i>(915) 822-9966</i>		E-Mail Address: <i>OKWOLFPACK@Juno.COM</i>			
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
	Electronic Check		CC006166382	05/20/2024	\$4,492.98
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:				
	<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/>	I want this payment applied to next year's taxes.			
	<input type="checkbox"/>	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		
	<i>Richard N Wolf</i>		<i>Richard N Wolf 6/14/24</i>		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <i>N.H.</i> Date: <i>6-17-24</i>					

Paid in
ERROR



CITY TAX OFFICE

MAY 28 2024

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

RICHARD N WOLF
6316 NORMANDY
EL PASO, TX 79925

OP ✓
+2500

Geo No. E054-999-0530-1290	Prop ID 413924
Legal Description of the Property 53 EAST GLEN #4 ELY PT OF 2 (6883 SQ FT) 2863 ANISE DR	
OWNER: WOLF RICHARD N	

2023 OVERAGE AMOUNT \$4,492.98

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

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: RICHARD N WOLF			
	Address: 6316 NORMANDY DR			
	City, State, Zip: EL PASO TX 79925-1805			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: (915) 822-9966		E-Mail Address: OKWOLFPACK@JUNO.COM	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Electronic Check	CC006166358	05/20/2024	\$4,492.98
	Electronic Check	CC006166370	05/20/2024	\$4492.98
TOTAL AMOUNT PAID (sum of the above amounts)				8985.96
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:			
	<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	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) Richard N Wolf		PRINTED NAME & DATE RICHARD N. WOLF	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: NH Date: 5-29-24				



CITY TAX OFFICE

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

JUN 17 2024

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

K.E. ANDREWS & CO
2424 RIDGE ROAD
ROCKWALL, TX 75087

RECEIVED
JUN 14 2024
KE ANDREWS

OP

+2500

Geo No. L541-999-001A-4300	Prop ID 410850
Legal Description of the Property LOMA TERRACE #5 PT OF TR 158 BEG 65.48 FT S OF NEC (55.12 FT ON ST-127.30 FT ON SLY-54.60 FT ON WLY-127.30 FT ON NLY) (0.1885 ACRE) 995 LOMALAND DR-A 79907 OWNER: BINGHAM KIDS LP	

2023 OVERAGE AMOUNT \$5,171.94

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

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: <u>KE Andrews</u> Address: <u>2424 Ridge Rd</u> City, State, Zip: <u>Rockwall Tx 75087</u> Daytime Phone No.: <u>469-298-1784</u> E-Mail Address: <u>lwatts@keatax.com</u>															
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	<table><tr><th>Payment made by</th><th>Check No</th><th>Date Paid</th><th>Amount Paid</th></tr><tr><td>Check Payment</td><td>02288</td><td>01/31/2024</td><td>\$1,445,187.47</td></tr><tr><td colspan="4">TOTAL AMOUNT PAID (sum of the above amounts)</td></tr></table>				Payment made by	Check No	Date Paid	Amount Paid	Check Payment	02288	01/31/2024	\$1,445,187.47	TOTAL AMOUNT PAID (sum of the above amounts)			
Payment made by	Check No	Date Paid	Amount Paid													
Check Payment	02288	01/31/2024	\$1,445,187.47													
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: <input type="checkbox"/> I paid this account in error and I am entitled to the refund. <input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. <input type="checkbox"/> I want this payment applied to next year's taxes. <input type="checkbox"/> 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) <u>Lisa Watts</u> PRINTED NAME & DATE <u>Lisa Watts 6/17/2024</u>															
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>NH</u> Date: <u>6-17-24</u>																

OP ✓
+2500

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

CITY TAX OFFICE

JUN 07 2024

HP

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:

M028-999-0380-4300

Refund To: Juan Marquez ✓	Phone: HOME: 915 274-3623 WORK: 915 274-3622	Property ID# (One application per account) 174981
Address (mail refund to :) 3025 Wheeling ✓ El Paso TX 79930	Property Address: And/or Legal Description 901 S Park El Paso TX 79901	
Tax year requested: 1. 2023 2. 3.	Date payment made: 02/29/24	Check No. & Date, if known.
		Amount of taxes paid: \$4621.50
		Amount of refund requested: \$4621.50 ✓
TOTAL AMOUNT (sum of the above amounts)		\$4621.50 \$4621.50

(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:

"I certify that information given to obtain this refund is true and correct."

Requester signature:

Date: 6/7/24 ✓

Printed name:

Title:

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:

Date: 6-10-24 ✓

(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:

2110069



REMOVE 2023

CITY TAX OFFICE

JUN 17 2024

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

STEWART TITLE COMPANY
2244 TRAWOOD DRIVE, SUITE 101
EL PASO, TX 79935

OP ✓
+2500

Geo No. V342-999-0060-5500	Prop ID 232856
Legal Description of the Property 6 VALLEY VIEW HEIGHTS LOT 118 (6160 SQ FT) 6431 CHEYENNE TRL 79925	
OWNER: OTT PROPERTIES & RENOVATIONS LLC	

2023 OVERAGE AMOUNT \$2,711.38

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

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: <u>Stewart Title</u>			
	Address: <u>2244 TRAWOOD #101</u>			
	City, State, Zip: <u>EL PASO, TX 79935</u>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: <u>915-225-8400</u>		E-Mail Address: <u>Cindy.Fratlick@stewart.com</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Check Payment	136880	02/07/2024	\$4,702.27
	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:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
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		
<u>C.A. Fratlick</u>		<u>C.A. FRATLICK 6/17/24</u>		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.H.</u> Date: <u>6-17-24</u>				

ATTACHMENT A

TAX REFUNDS

July 2, 2024

1. Diagnostic Outpatient Imaging, in the amount of \$21,016.18 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #19PP-999-8745-0050)
2. Meijiao Xu, in the amount of \$5,419.08 made an overpayment on November 21, 2023 of 2023 taxes.
(Geo. #20PP-999-8711-8034)
3. Corelogic Tax Services LLC, in the amount of \$2,890.42 made an overpayment on February 7, 2024 of 2023 taxes.
(Geo. #C518-999-1360-3100)
4. Richard N. Wolf, in the amount of \$4,492.98 made an overpayment on May 20, 2024 of 2023 taxes.
(Geo. #E054-999-0530-1290)
5. Richard N. Wolf, in the amount of \$4,492.98 made an overpayment on May 20, 2024 of 2023 taxes.
(Geo. #E054-999-0530-1290)
6. K.E. Andrews, in the amount of \$5,171.94 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #L541-999-001A-4300)
7. Juan Marquez, in the amount of \$4,621.50 made an overpayment on February 29, 2024 of 2023 taxes.
(Geo. #M028-999-0380-4300)
8. Stewart Title, in the amount of \$2,711.38 made an overpayment of February 7, 2024 of 2023 taxes.
(Geo. #V348-999-0060-5500)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-809, 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 April 21, 2024 - May 20, 2024 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: July 2, 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 April 21, 2024 - May 20, 2024 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:



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

**Mayor and Council
P-Card Transactions**

04/21/2024 - 05/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY ATTORNEY	Garcia Sandra	Office Depot #195	5/16/2024	\$ 389.97	Office supplies missing in office, and replacement of broken Office chair and keyboard.
CITY ATTORNEY	Garcia Sandra	Office Depot #195	5/16/2024	\$ 60.73	Office supplies missing in office, and replacement of broken Office chair and keyboard.
CITY ATTORNEY	Garcia Sandra	National Association Of L	5/8/2024	\$ 209.00	NALA conference registration for Paralegal Laura Castro
CITY ATTORNEY	Garcia Sandra	Www.Pacer.Gov	5/9/2024	\$ 83.70	Access to Court Electronic Records for the month of March 2024
CITY ATTORNEY	Garcia Sandra	National Association Of L	5/7/2024	\$ 169.00	NALA conference registration for Paralegal Salina Roman
CITY ATTORNEY	Garcia Sandra	National Association Of L	5/7/2024	\$ 99.00	NALA conference registration for Paralegal Melissa Hayden
CITY ATTORNEY	Garcia Sandra	State Bar Tx-Dues-Web	5/7/2024	\$ 4,511.00	Renewal of State Bar of Texas for the City Attorneys licenses.
CITY ATTORNEY	Garcia Sandra	Office Depot #195	4/30/2024	\$ 132.01	Emergency supplies for emerging project.
CITY ATTORNEY	Garcia Sandra	Epshrm	4/24/2024	\$ 210.00	Registration for both Kristen Hamilton and Karla Saenz to attend the conference.
CITY ATTORNEY	Garcia Sandra	Omni Shoreham	4/21/2024	\$ 1,168.76	Evan Reed hotel stay to attend the Mid-Year 2024 seminar from IMLA in Washington D.C.
CITY ATTORNEY	Garcia Sandra	National Association O	4/19/2024	\$ (400.00)	paid the non member registra on rate instead of the member/government rate. As such, I have refunded \$400 to your card on file
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	5/17/2024	\$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	5/16/2024	\$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	5/16/2024	\$ 5.00	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	5/13/2024	\$ 7.50	Fee for uploading documents to the AG portal.

**Mayor and Council
P-Card Transactions**

04/21/2024 - 05/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY ATTORNEY	Scott Belinda	National Association Of L	5/10/2024	\$ 169.00	Payment for NALA Virtual Conference
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	5/8/2024	\$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	5/8/2024	\$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	5/1/2024	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/26/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/26/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/26/2024	\$ 7.50	Fee for uploading documents to the Ag.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/24/2024	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/22/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	4/22/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY MANAGER	Argumedo Angel	Southwes	5/15/2024	\$ 167.45	Speaking engagement on immigration in America for Mr. D'Agostino.
CITY MANAGER	Beard Jackie	Corner Bakery Cafe #1543	5/14/2024	\$ 140.00	Coffee and pastries for New Employee Orientation. Receipt and Food and Beverage Report attached.
CITY MANAGER	Beard Jackie	Fsp*universal Graphics, I	5/7/2024	\$ 1,550.00	Folders for New Employee Orientation. Approved invoice and receipt attached.
CITY MANAGER	Beard Jackie	Corner Bakery Cafe #1543	4/30/2024	\$ 140.00	Coffee and pastries for New Employee Orientation on 4/29/2024.
CITY MANAGER	Cepeda Diana	Eastside Nursery	5/9/2024	\$ 53.73	Streetcar purchase of 27 plants for Mother Day Read and Ride on May 11

**Mayor and Council
P-Card Transactions**

04/21/2024 - 05/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Cepeda Diana	Dollar Tree	5/8/2024	\$ 31.25	Streetcar decor for Mother's Day event in May 11
CITY MANAGER	Cepeda Diana	Corner Bakery Cafe #1611	4/27/2024	\$ 50.00	Coffee for James (Jim) Crouch Park Name Unveiling Event
CITY MANAGER	Cepeda Diana	Facebk* 5u6zc3qll2	4/25/2024	\$ 3.65	WinterFest survey social media post boost.
CITY MANAGER	Cepeda Diana	Sams Club #8153	4/25/2024	\$ 18.91	Purchase of water and juice for Jim Crouch Park name unveiling event
CITY MANAGER	Cepeda Diana	Amzn Mktp Us	4/22/2024	\$ 67.98	Purchase of 84 LED glasses and 200 glow sticks for Live Active El Paso Neon Event
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	5/17/2024	\$ 25.00	Closed captioning for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	5/14/2024	\$ 12.60	Closed captioning for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Currency Conversion Fee	5/11/2024	\$ 6.49	
CITY MANAGER	Cruz-Acosta Laura	Curator Group Pty Ltd	5/11/2024	\$ 649.00	Social Media subscription program
CITY MANAGER	Cruz-Acosta Laura	Zoom.Us 888-799-9666	5/11/2024	\$ 15.99	Community Outreach and Media Interviews programming.
CITY MANAGER	Cruz-Acosta Laura	Facebk* Elaz938vk2	5/1/2024	\$ 16.93	Facebook promotions for Chime In Survey
CITY MANAGER	Cruz-Acosta Laura	Facebk* Ge3ad3luk2	5/1/2024	\$ 92.92	Facebook promotions for Chime in Survey
CITY MANAGER	Cruz-Acosta Laura	Facebk* 6k8dl3quk2	4/25/2024	\$ 125.00	Facebook promotions for Chime In Survey.
CITY MANAGER	D Agostino Mario M	Smk	5/7/2024	\$ 498.88	Survey monkey used to conduct community surveys for Fire. This expense was charged to DCM D'Agostino's p card by default we will request that the department change the payment method for this account
CITY MANAGER	Esquivel Luz	Fedex274652879945	5/15/2024	\$ 176.98	Shipping charges for 2 cameras we returned to B&H. explanation emails have been uploaded to backup

**Mayor and Council
P-Card Transactions**

04/21/2024 - 05/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Esquivel Luz	Fedex940938199686	5/14/2024	\$ 27.99	Shipping charges for 2 cameras we returned to B&H. explanation emails have been uploaded to backup
CITY MANAGER	Esquivel Luz	Rev.Com	5/10/2024	\$ 25.00	Closed captions
CITY MANAGER	Esquivel Luz	Eig	5/7/2024	\$ 582.00	E-Newsletter
CITY MANAGER	Esquivel Luz	Rev.Com	5/3/2024	\$ 35.00	Closed captions
CITY MANAGER	Esquivel Luz	Rev.Com	4/26/2024	\$ 30.00	Closed Captions
CITY MANAGER	Esquivel Luz	Eig	4/22/2024	\$ 582.00	E-Newsletter for the City of El Paso
CITY MANAGER	Isaias Ricardo	Gdp*xicali Inc	4/23/2024	\$ 27.96	We purchased ribbon and other materials to create a ribbon for a ribbon, cutting ceremony, announcing the opening of the sensory Sundays at the El Paso zoo
CITY MANAGER	Monsivais Rosa Maria	Southwes	5/2/2024	\$ 595.95	Travel to Austin for the TML Big Cities meeting with Lobbyist
CITY MANAGER	Monsivais Rosa Maria	Southwes	5/2/2024	\$ 595.95	Travel to Austin, TX for the Big Cities meeting with Lobbyist
CITY MANAGER	Sepulveda Denice	Target 00022160	5/13/2024	\$ 26.36	supplies needed for DEIA workshop; Roman Sanchez approved
DISTRICT 02	Ibarra Matthew	Sq *off The Grill	5/13/2024	\$ 800.00	Purchase for Mother's Day at city sponsored event.
DISTRICT 02	Ibarra Matthew	Albertsons #1006	5/10/2024	\$ 54.99	Purchased cake for Mother's Day event at city senior center.
DISTRICT 02	Ibarra Matthew	Albertsons #1006	5/9/2024	\$ (164.97)	Receipt refunded due to erroneous charging method.
DISTRICT 02	Ibarra Matthew	Albertsons #1006	5/9/2024	\$ 164.97	Purchased cake for Mother's day event at city senior centers. New receipt to comply with city reporting standards.
DISTRICT 02	Ibarra Matthew	Albertsons #1006	5/9/2024	\$ 164.97	Purchased cake for Mother's Day event at city senior center. Receipt refunded due to error receipt.

**Mayor and Council
P-Card Transactions**

04/21/2024 - 05/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
DISTRICT 02	Ibarra Matthew	Office Depot #195	5/6/2024	\$ 59.96	Office supplies purchased.
DISTRICT 02	Ibarra Matthew	Zoom.U.s 888-799-9666	5/6/2024	\$ 15.99	Office subscriptions for meeting.
DISTRICT 02	Ibarra Matthew	Canva* I04142-1704899	5/5/2024	\$ 14.99	Graphic design office subscription.
DISTRICT 02	Ibarra Matthew	Mailchimp	5/4/2024	\$ 26.50	Office subscription for newsletter.
DISTRICT 02	Ibarra Matthew	Yeonetwork.Org	5/1/2024	\$ 300.00	Registration fee for convention.
DISTRICT 02	Ibarra Matthew	Dunkin #301136 Q35	4/30/2024	\$ 68.01	Coffee and donuts for community meeting. Tax to be reimbursed.
DISTRICT 02	Ibarra Matthew	Albertsons #1936	4/24/2024	\$ 47.92	Food for community meeting.
DISTRICT 03	Hernandez Cassandra	Canva* I04151-60031956	5/14/2024	\$ 12.99	Monthly charge for graphic design making service for D3 office.
DISTRICT 03	Hernandez Cassandra	Eig	5/5/2024	\$ 52.00	Monthly charge for email distribution service for D3 office newsletter.
DISTRICT 03	Hernandez Cassandra	Region 19	5/2/2024	\$ 100.00	Support for the ESC-Region 19 hosting National Spanish Spelling Bee held on June 26-27 in District 3.
DISTRICT 03	Hernandez Cassandra	Zoom.U.s 888-799-9666	4/29/2024	\$ 15.99	Monthly charge for video conference service for D3 virtual meetings.
DISTRICT 03	Hernandez Cassandra	Hertz #0777609	4/26/2024	\$ 158.93	Car rental for Rep. for authorized travel to Austin TX to advocate for El Paso at the Texas Transportation Commission Meeting on May 23, 2023. Travel request submitted per City policy and approved.
DISTRICT 03	Hernandez Cassandra	Southwes	4/25/2024	\$ 333.95	Airfare for Rep. for authorized travel to Austin TX to advocate for El Paso at the Texas Transportation Commission Meeting on May 23, 2023. Travel request submitted per City policy and approved.
DISTRICT 03	Olivares Bettina	Sarabias Portable Jons	5/14/2024	\$ 275.00	Porta-potties and hand sanitizers for the Ralph Cloud-Bel Air neighborhood assoc. community cookout on 5.18.24 at Ralph Cloud Park.
DISTRICT 03	Olivares Bettina	Walmart.Com	5/6/2024	\$ 72.26	Light refreshments for the students from Ramona Elementary who recited the pledge at City Council on 5.7.23

**Mayor and Council
P-Card Transactions**

04/21/2024 - 05/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
DISTRICT 03	Olivares Bettina	Walmart.Com 8009666546	4/25/2024	\$ 70.19	Pastries and serving ware for the Jim Crouch Park renaming ceremony on 4.26.24 at Ponder Park.
DISTRICT 03	Olivares Bettina	Sq *meza Trophies & Plaqu	4/25/2024	\$ 60.00	Award plaque for the Jim Crouch Park renaming ceremony on 4.26.24 at Ponder Park.
DISTRICT 03	Olivares Bettina	Walmart.Com	4/23/2024	\$ 76.22	Light refreshments for the students from Scotsdale Elementary who recited the pledge at City Council on 4.23.23
DISTRICT 03	Olivares Bettina	Sq *mariachi	4/23/2024	\$ 420.00	Mariachis for the Happiness Senior Center Mothers Day celebration on 5.10.24.
DISTRICT 03	Olivares Bettina	Sq *mariachi Real Azteca	4/23/2024	\$ 312.00	Mariachis for the Eastside Senior Center Mothers Day celebration on 5.10.24.
DISTRICT 04	Ruiz-Alba Stephanie	Samsclub #6246	5/16/2024	\$ 434.12	Purchase of food and necessary items for the 2024 El Paso Police Department Memorial Ceremony, which occurred on May 17, 2024. Food purchase was for approximately 150 persons.
DISTRICT 04	Ruiz-Alba Stephanie	American Air	5/10/2024	\$ 585.94	Representative Molinar will be attending the TML Conference at North Richland Hills, TX on June 2024.
DISTRICT 04	Ruiz-Alba Stephanie	Eig	5/5/2024	\$ 704.76	Purchased Constant Contact for our newsletters. Purchased in advance in order to obtain the 25% discount. Regular price is \$81.00 per month, but with the discount it comes out to \$60.75.
DISTRICT 04	Ruiz-Alba Stephanie	Sams Club Renewal	4/23/2024	\$ 50.00	Renewal of membership card from Sam's Club, to purchase necessary items for community events/services.
DISTRICT 05	Nino Ivan	The Economist	5/18/2024	\$ 109.08	THE ECONOMIST SUBSCRIPTION - 3 MONTH RENEWAL PER REP. SALCIDO REQUEST.
DISTRICT 05	Nino Ivan	Caesars Place Adv Rsvn	5/11/2024	\$ 203.06	DEPOSIT ON HOTEL RESERVATION FOR NALEO 2024 CONFERENCE APPROVED BY COUNCIL BY RESOLUTION.
DISTRICT 05	Nino Ivan	Caesars Place Adv Rsvn	5/11/2024	\$ 176.53	DEPOSIT FOR RESERVATION FOR ONE ROOM - NALEO CONFERENCE APPROVED BY COUNCIL BY RESOLUTION.
DISTRICT 05	Nino Ivan	Zoom.U.s 888-799-9666	5/9/2024	\$ 15.99	ZOOM MONTHLY SUBSCRIPTION FOR ONLINE VIRTUAL MEETINGS/OUTREACH.
DISTRICT 05	Nino Ivan	Southwes	5/7/2024	\$ 407.96	SOUTHWEST AIRLINE ROUND TRIP FOR REP. ISABEL SALCIDO FOR THE 2024 NALEO CONFERENCE - APPROVED BY COUNCIL ON RESOLUTION.
DISTRICT 05	Nino Ivan	Southwes	5/7/2024	\$ 169.98	SOUTHWEST FLIGHT 2 FOR IVAN NINO - NALEO 2024 CONFERENCE APPROVED BY COUNCIL BY RESOLUTION.

**Mayor and Council
P-Card Transactions**

04/21/2024 - 05/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
DISTRICT 05	Nino Ivan	Southwes	5/7/2024	\$ 237.98	SOUTHWEST AIRLINE FLIGHT 1 FOR IVAN NINO - NALEO 2024 CONFERENCE APPROVED BY COUNCIL BY RESOLUTION.
DISTRICT 05	Nino Ivan	Mailchimp	5/6/2024	\$ 13.00	MAILCHIMP ONLINE SUBSCRIPTION FOR OUTREACH / NEWSLETTER.
DISTRICT 05	Nino Ivan	Www Costco Com	5/6/2024	\$ 120.00	COSTCO ANNUAL MEMBERSHIP RENEWAL PER REP. SALCIDO
DISTRICT 06	Maldonado Mariaelena	Region 19	5/6/2024	\$ 600.00	2024 National Spanish Spelling Bee Sponsorship approved by legal.
DISTRICT 06	Maldonado Mariaelena	Southwes	5/4/2024	\$ 395.96	Travel to Austin to speak at the Texas Transportation Commission on May 23rd. Approved by legal and Cortinas.
DISTRICT 06	Maldonado Mariaelena	El Paso Times	4/24/2024	\$ 11.99	Newspaper subscription for office
DISTRICT 07	Jimenez Camilo	Sams Club#6502	5/17/2024	\$ 279.86	Beef patties for the Ralph Cloud Neighborhood Association Picnic on m5/18/2024 at Ralph Cloud Park
DISTRICT 07	Jimenez Camilo	Sams Club #8280	5/10/2024	\$ 111.86	Cupcakes for the seniors at Pavo Real Senior Center's for their cupcakes during their Mother's Day/Birthday celebration on 05/10/2024
DISTRICT 07	Jimenez Camilo	Eig	5/1/2024	\$ 91.00	Newsletter Service for Rep Rivera to communicate with his constituency.
DISTRICT 07	Jimenez Camilo	Sams Club #6502	4/26/2024	\$ 81.96	Cakes for the Pavo Real Senior Center's birthday celebration on 04/26/2024
DISTRICT 08	Abbas Tatiana	Sq *cafe Con Leche: Tiny	5/14/2024	\$ 58.20	District 8 Community Meeting coffee for guests to encourage community to participate and engage in their local government outreach.
DISTRICT 08	Abbas Tatiana	Sarabias Portable Jons	5/14/2024	\$ 130.00	Restroom rental for health fair co-hosted by District 8 office at Houston Park with the PRIDE Center.
DISTRICT 08	Abbas Tatiana	Dunkin #355708	5/10/2024	\$ 39.38	South El Paso Senior Center Mother's Day Celebration to celebrate all mothers.
DISTRICT 08	Canales Jorge	Wal-Mart #1015	5/15/2024	\$ 49.36	Water, tablecloth, and candy for tabling event. Candy and tablecloth will be used for future office use as well at future tabling events
DISTRICT 08	Canales Jorge	Canva* I04141-54894557	5/4/2024	\$ 119.99	Office design tool to easily create graphics and flyers for community meetings and outreach tools to engage residents.

**Mayor and Council
P-Card Transactions**

04/21/2024 - 05/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
DISTRICT 08	Rodriguez Alma	El Paso Times	5/9/2024	\$ 15.98	Office El Paso Times newspaper subscription.
DISTRICT 08	Rodriguez Alma	Paypal	5/7/2024	\$ 300.00	Sponsorship for South Side Neighborhood Association member Osvaldo Velez to represent our city in NUSA Conference 2024 as a presenter.
DISTRICT 08	Rodriguez Alma	Paypal	5/7/2024	\$ 300.00	Sponsorship for South Side Neighborhood Association member Juan Adame to represent our city in NUSA Conference 2024 as a presenter.
DISTRICT 08	Rodriguez Alma	Bowie Bakery	5/1/2024	\$ 76.15	South El Paso Senior Center Mother's Day Celebration to celebrate all mothers.
DISTRICT 08	Rodriguez Alma	Xochitl Flowers And Gifts	5/1/2024	\$ 500.00	South El Paso Senior Center Mother's Day Celebration
MAYORS OFFICE	Mendoza Irma	Primo Water	5/18/2024	\$ 9.26	Charge is for the water dispenser rental and cc surcharge.
MAYORS OFFICE	Mendoza Irma	Primo Water	5/9/2024	\$ 69.97	Bottled water for the office and cc surcharge.
MAYORS OFFICE	Mendoza Irma	Primo Water	4/25/2024	\$ 73.57	Bottled water for the office and cc surcharge.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-853, 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.

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.

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Lily Limón, in the amount of \$5,000.00 from Oscar L. Leeser, and \$1,000.00 from José M. Limón.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**

CITY CLERK DEPT
2024 JUN 12 AM 10:04

AGENDA DATE: 6/12/24

CANDIDATE NAME: Lily Limón

OFFICE SOUGHT: DISTRICT 7 

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

SUBGOAL: 6.8 Support Transparent and Inclusive Government

SUBJECT:

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by
Lily Limón in the amount of \$ 5,000 from
Oscar L. Leaser
\$1,000 from José M. Limón

YOU MAY INCLUDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NEEDED IN THIS BOX

BACKGROUND / DISCUSSION:

Ordinance 019620 adopted on April 23, 2024 amended Section 2.92.080 (E) to require candidates to provide notice of contributions of \$500.00 or more for notation on the consent agenda of the City Council meeting in the same manner as members of City Council.

PRIOR COUNCIL ACTION:

Ordinance 019581 adopted on December 12, 2023 enacted the same requirement for City Council Members.

AMOUNT AND SOURCE OF FUNDING:

N/A

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-860, 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 Joe Molinar, (915) 212-0004

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 Joe Molinar in the amount of \$450.00 from Sherry Mowles.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-919, 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 Joe Molinar, (915) 212-0004

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 Joe Molinar in the amount of \$1,000.00 from Dr. Richard Teschner.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-917, 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) 212-0049

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 in the amounts of \$1,000 from Scott & Hulse, P.C. PAC, \$2,000 from Pablo Duran, \$500 from Heidi Avedician, and \$35,000 loan to campaign.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-923, 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 Art Fierro, (915) 212-0006

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 contribution by Representative Art Fierro in the amount of \$2,500 from Douglas A. Schwartz.



Legislation Text

File #: 24-892, 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

Human Resources, Mary L. Wiggins, (915) 212-1267

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 6.2 - Implement employee benefits and services that promote financial security.

Request that the Managing Director of Purchasing & Strategic Sourcing is authorized to terminate the award of Contract No. 2024-0233R Health Insurance & Benefits Administrators - COBRA for default, pursuant to Attribute 21, Article 8, Section B of the Solicitation documents to Health Care Service Corporation, a Mutual Legal Reserve Company dba Blue Cross Blue Shield of TX and that the termination shall be effective as of July 2, 2024.

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

AGENDA DATE: July 2, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Mary L. Wiggins, Chief Human Resources Officer, (915) 212-1267
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: 6.2 – Implement employee benefits and services that promote financial security

SUBJECT:

Request that the Managing Director of Purchasing & Strategic Sourcing is authorized to terminate the award of Contract No. 2024-0233R Health Insurance & Benefits Administrators – COBRA for default, pursuant to Attribute 21, Article 8, Section B of the Solicitation documents to Health Care Service Corporation, a Mutual Legal Reserve Company dba Blue Cross Blue Shield of TX and that the termination shall be effective as of July 2, 2024.

BACKGROUND / DISCUSSION:

Contract being terminated for default due to vendor notifying at the time of award of refusal to perform the services.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On June 4, 2024 City Council approved the award of contract 2024-0233R Health Insurance & Benefits Administrators for a three (3) year term and two, two-year option to extend for a total amount of \$42,000.00.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Human Resources

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Mary Wiggins

Mary L. Wiggins, Chief Human Resources Officer

**COUNCIL PROJECT FORM
(Termination)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the Consent Agenda for the City Council Meeting of July 2, 2024.

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

The linkage to the Strategic Plan is subsection 6.2 – Implement employee benefits and services that promote financial security.

Request that the Managing Director of Purchasing & Strategic Sourcing is authorized to terminate the award of Contract No. 2024-0233R Health Insurance & Benefits Administrators – COBRA for default, pursuant to Attribute 21, Article 8, Section B of the Solicitation documents to Health Care Service Corporation, a Mutual Legal Reserve Company dba Blue Cross Blue Shield of TX and that the termination shall be effective as of July 2, 2024.

RESOLUTION

WHEREAS, on June 4, 2024, the City of El Paso ("City") awarded Contract No. 2024-0233R - Health Insurance & Benefits Administrators - COBRA to the following vendor:

1. Health Care Service Corporation, a Mutual Legal Reserve Company dba Blue Cross Blue Shield of Texas ("BCBS")

WHEREAS, pursuant to Attribute 21, Article 8, Section B (Termination for Default) the City is authorized to terminate the Contract for default;

WHEREAS, and BCBS has confirmed, upon request for confirmation by the City, that they would not administer the COBRA coverage as awarded on June 4, 2024; and

WHEREAS, the City desires to terminate the Contract for Default.

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

That the Managing Director of Purchasing & Strategic Sourcing is authorized to terminate the award of Contract No. 2024-0233R Health Insurance & Benefits Administrators – COBRA for default, pursuant to Attribute 21, Article 8, Section B of the Solicitation documents to Health Care Service Corporation, a Mutual Legal Reserve Company dba Blue Cross Blue Shield of TX and that the termination shall be effective as of July 2, 2024.

APPROVED this _____ day of _____, 2024.

THE CITY OF EL PASO:

Oscar Lesser
Mayor

ATTEST:

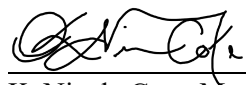
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



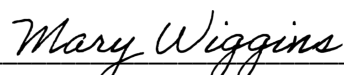
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing Department

APPROVED AS TO CONTENT:



Mary L. Wiggins, Chief Human Resources Officer
Human Resources Department



Purchasing & Strategic Sourcing Department

MAYOR

Oscar Leeser

To: Honorable Mayor and City Council Representatives

CITY COUNCIL

District 1

Brian Kennedy

Thru: Robert Cortinas
Chief Financial Officer

District 2

Dr. Josh Acevedo

From: K. Nicole Cote
Managing Director

Date: June 17, 2024

District 3

Cassandra Hernandez

Subject: Agenda Item 2024-0233R Health Insurance & Benefits Administrators

District 4

Joe Molinar

Procurement Information:

This is a Termination for Default for Contract 2024-0233R Health Insurance & Benefits Administrators.

District 5

Isabel Salcido

We are requesting that the Managing Director of Purchasing & Strategic Sourcing is authorized to terminate the award of Contract No. 2024-0233R Health Insurance & Benefits Administrators – COBRA for default, pursuant to Attribute 21, Article 8, Section B of the Solicitation documents to Health Care Service Corporation, a Mutual Legal Reserve Company dba Blue Cross Blue Shield of TX and that the termination shall be effective as of July 2, 2024.

District 6

Art Fierro

District 7

Henry Rivera

Background:

Contract being terminated for default due to vendor notifying at the time of award of refusal to perform the services.

District 8

Chris Canales

INTERIM CITY MANAGER

Cary Westin

For any Procurement related questions please contact: Paula Salas – Lead Procurement and Contract Analyst at (915) 262-9901 or SalasPX@elpasotexas.gov.



Legislation Text

File #: 24-896, 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

Human Resources, Mary L. Wiggins, (915) 212-1267

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: 6.2 Implement employee benefits and services that promote financial security

Award Summary:

The award of Solicitation No. 2024-0233R Health Insurance & Benefits Administrators for COBRA coverage to Aetna Dental Inc. - Aetna Life Insurance Company for an initial term of three (3) years for an estimated amount of \$65,502.00. The award also includes a two (2), two (2) year option for an estimated amount of \$87,336.00. The total amount of the contract, including the initial term plus the option for a total of seven (7) years, is for an estimated amount of \$152,838.00.

Contract Variance:

Not applicable

Department:	Human Resources
Award to:	Aetna Dental Inc. - Aetna Life Insurance Company
City & State:	Hartford, CT
Item(s):	COBRA
Initial Term:	3 Years
Option Term:	2 - 2 Years
Total Contract Time:	7 Years
Annual Estimated Award:	\$ 21,834.00
Initial Term Estimated Award:	\$ 65,502.00
Option Term Estimated Award:	\$ 87,336.00
Total Estimated Award:	\$152,838.00
Account(s)	522000 - 209 - 3500 - 14045 - P1414
Funding Source(s):	Self-Insured Health Insurance
District(s):	All

This was a Request for Proposals Procurement, service contract.

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

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

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

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

AGENDA DATE: July 2, 2024

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Mary L. Wiggins, Chief Human Resources Officer, (915) 212-1267
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: 6.2 – Implement employee benefits and services that promote financial security

SUBJECT:

The award of Solicitation No. 2024-0233R Health Insurance & Benefits Administrators for COBRA coverage to Aetna Dental Inc. - Aetna Life Insurance Company for an initial term of three (3) years for an estimated amount of \$65,502.00. The award also includes a two (2), two (2) year option for an estimated amount of \$87,336.00. The total amount of the contract, including the initial term plus the option for a total of seven (7) years, is for an estimated amount of \$152,838.00.

BACKGROUND / DISCUSSION:

This award is for a component of solicitation 2024-0233R Health Insurance Benefits Administrators for the continuation of COBRA benefits.

SELECTION SUMMARY:

Solicitation was advertised on January 30, 2024 and February 6, 2024. The solicitation was posted on City website on January 30, 2024. There was a total of thirty-six (36) viewers online; twenty-three (23) proposals were received; none being local.

CONTRACT VARIANCE:

Not applicable.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

Award of Solicitation No. 2024-0233R Health Insurance Benefits & Administrators for COBRA coverage to Health Care Service Corporation, a Mutual Legal Reserve Company dba Blue Cross Blue Shield of Texas on June 4, 2024.

Termination for Default of the above award due to refusal to perform by Health Care Service Corporation, a Mutual Legal Reserve Company dba Blue Cross Blue Shield of Texas on July 2, 2024.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$65,502.00

Funding Source: Self-Insured Health Insurance

Account: 522000-209-3500-14045-P1414

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☐ YES ☐ NO

PRIMARY DEPARTMENT: Human Resources
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Mary Wiggins

Mary L. Wiggins, Chief Human Resources Officer

Project Form
Request for Proposals

*****Posting Language Below*****

Please place the following item on the Consent Agenda for the City Council Meeting of July 2, 2024.

Select Strategic Goal 6 - Set the Standard for Sound Governance and Fiscal Management

The linkage to the Strategic Plan is subsection: 6.2 Implement employee benefits and services that promote financial security

Award Summary:

The award of Solicitation No. 2024-0233R Health Insurance & Benefits Administrators for COBRA coverage to Aetna Dental Inc. - Aetna Life Insurance Company for an initial term of three (3) years for an estimated amount of \$65,502.00. The award also includes a two (2), two (2) year option for an estimated amount of \$87,336.00. The total amount of the contract, including the initial term plus the option for a total of seven (7) years, is for an estimated amount of \$152,838.00.

Contract Variance:

Not applicable.

Department:	Human Resources
Award to:	Aetna Dental Inc. - Aetna Life Insurance Company
City & State:	Hartford, CT
Item(s):	COBRA
Initial Term:	3 Years
Option Term:	2 – 2 Years
Total Contract Time:	7 Years
Annual Estimated Award:	\$ 21,834.00
Initial Term Estimated Award:	\$ 65,502.00
Option Term Estimated Award:	\$ 87,336.00
Total Estimated Award:	\$152,838.00
Account(s)	522000 – 209 – 3500 – 14045 – P1414
Funding Source(s):	Self-Insured Health Insurance
District(s):	All

This was a Request for Proposals Procurement, service contract.

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

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

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

CITY OF EL PASO RFP #2020000007																			
PROBID: 2024-00300 (Public Services & Benefits Administration)																			
Description of Products																			
	Alpha Health Plan, Inc. Houston, TX	Cigna Health and Life Insurance Company Baltimore, MD	Centene Life & Accident Insurance Company Cincinnati, OH	COS Pharmacy, Inc. (DBA: CosmoPharm) Houston, TX	HealthCare Insurance Company New York, NY	One Data MSP Services, LLC San Antonio, TX	Paramount Health, Inc. El Paso, TX	Pharmacia, LLC Houston, TX	Northbrook Life and Accident Insurance Company Houston, TX	Northbrook Life and Accident Insurance Company Houston, TX	UnitedHealthcare Insurance Company Minnetonka, MN	UnitedHealthcare Insurance Company Minnetonka, MN	UnitedHealthcare Insurance Company Minnetonka, MN	UnitedHealthcare Insurance Company Minnetonka, MN	UnitedHealthcare Insurance Company Minnetonka, MN	UnitedHealthcare Insurance Company Minnetonka, MN	UnitedHealthcare Insurance Company Minnetonka, MN	UnitedHealthcare Insurance Company Minnetonka, MN	UnitedHealthcare Insurance Company Minnetonka, MN
Factor A - Plan Proposal																			
ASO Medical	\$	180,041,537.00									\$	140,887,261.00							
Pharmacy	\$	31,691,307.00			\$	32,316,604.00		\$	34,751,452.00		\$	30,416,444.00		\$	47,273,934.00				
UOE Medical	\$	28,452,816.00									\$	27,862,312.00							
Medicare Advantage	\$	2,202,228.00									\$	2,121,120.00							
COBRA	\$	65,502.00									\$	18,000.00				\$	120,087.00	\$	74,235.00
PSA	\$	3,628.00									\$	3,744.00				\$	2,079.00	\$	2,016.00
MSA	\$	80.00									\$	280,449.00				\$	35,955.00	\$	50.00
CAF	\$	309,960.00				\$	208,485.00				\$	306,096.00				\$	2		
Disability Insurance	\$	663,315.00		\$	423,638.00						\$	596,673.00				\$	78.32		
Basic Life Insurance	\$	514,530.00									\$	1,691,838.00				\$	1,691,838.00		
Voluntary Life Insurance	\$	3,034,914.00									\$	2,891,875.00				\$	3,004,914.00		
FT/Over PPO	\$	6,626,787.00	\$	6,617,625.00							\$	6,334,834.00		\$	7,918,627.00		\$	7,795,130.00	
FT/Over HMO	\$	663,315.00	\$	345,163.00							\$	588,821.00				\$	4		
ASO Dental	\$	79,979.00	\$	140,282.00							\$	162,620.00				\$	2		
FT/Vision	\$	763,679.00	\$	898,621.00		\$	718,459.00		\$	1,371,636.00		\$	817,687.00		\$	238,487.00		\$	898,621.00
ASO Vision	\$	18,793.00									\$	34,191.00				\$	6		
Factor B - Technical Solutions	10	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Factor C - Quality of Responses	15	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Factor D - Financial Stability	5	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Factor E - Experience - Comparable Contracts	10	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Factor F - References	10	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
TOTAL SCORE	100																		
ASO Medical	\$	180,041,537.00									\$	140,887,261.00							
Pharmacy	\$	31,691,307.00			\$	32,316,604.00		\$	34,751,452.00		\$	30,416,444.00		\$	47,273,934.00				
UOE Medical	\$	28,452,816.00									\$	27,862,312.00							
Medicare Advantage	\$	2,202,228.00									\$	2,121,120.00							
COBRA	\$	65,502.00									\$	18,000.00				\$	120,087.00	\$	74,235.00
PSA	\$	3,628.00									\$	3,744.00				\$	2,079.00	\$	2,016.00
MSA	\$	80.00									\$	280,449.00				\$	35,955.00	\$	50.00
CAF	\$	309,960.00				\$	208,485.00				\$	306,096.00				\$	2		
Disability Insurance	\$	663,315.00		\$	423,638.00						\$	596,673.00				\$	78.32		
Basic Life Insurance	\$	514,530.00									\$	1,691,838.00				\$	1,691,838.00		
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FT/Over PPO	\$	6,626,787.00	\$	6,617,625.00							\$	6,334,834.00		\$	7,918,627.00		\$	7,795,130.00	
FT/Over HMO	\$	663,315.00	\$	345,163.00							\$	588,821.00				\$	4		
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FT/Vision	\$	763,679.00	\$	898,621.00		\$	718,459.00		\$	1,371,636.00		\$	817,687.00		\$	238,487.00		\$	898,621.00
ASO Vision	\$	18,793.00									\$	34,191.00				\$	6		
Factor A - Plan Proposal	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Factor B - Technical Solutions	10	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Factor C - Quality of Responses	15	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Factor D - Financial Stability	5	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Factor E - Experience - Comparable Contracts	10	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Factor F - References	10	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100



CITY OF EL PASO REQUEST FOR PROPOSALS TABULATION FORM



Bid Opening Date: February 28, 2024		Solicitation #: 2024-0233R
Project Name: Health Insurance & Benefits Administrators		Department: Human Resources
OFFEROR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Aetna Dental Inc.	Hartford, CT	YES
Aetna Dental Life Insurance Company		
Cigna Health and Life Insurance Company	Hartford, CT	YES
Colonial Life & Accident Insurance Company	Chattanooga, TN	YES
Continental American Insurance Company dba AFLAC Group	Columbia, SC	YES
CuraLinc LLC dba CuraLinc Healthcare	Chicago, IL	YES
CVS Pharmacy, Inc. dba CareMarkPCS Health, L.L.C.	Woonsocket, RI	YES
Dearborn Life Insurance Company Blue Cross Blue Shield of TX	Lombard, IL	YES
Deer Oaks EAP Services, LLC	San Antonio, TX	YES
Express Scripts, Inc.	St. Louis, MO	YES
Eyetopia TPA, LLC	Sattler, TX	YES
HartfordLife and Accident Insurance Company	Hartford, CT	YES
Health Care Service Corporation, a Mutual Legal Reserve Company dba Blue Cross Blue Shield of IL or Blue Cross Blue Shield of MT or Blue Cross Blue Shield of NM or Blue Cross Blue Shield of OK or Blue Cross Blue Shield of TX	Chicago, IL	YES
Interflex Payments LLC dba Ameriflex	Carrollton, TX	YES

Approved by: /s/
244 e: 3/12/2024



CITY OF EL PASO
REQUEST FOR PROPOSALS TABULATION FORM



Bid Opening Date: February 28, 2024		Solicitation #: 2024-0233R
Project Name: Health Insurance & Benefits Administrators		Department: Human Resources
OFFEROR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Independent Eye Care MSO, Inc. dba Community Eye Care, LLC	Charlotte, NC	YES
Luxottica of America, Inc. dba Eyemed Vision Care LLC	Mason, OH	YES
Metropolitan Life Insurance Company	New York, NY	YES
Safeguard Health Plans, Inc.	Irvine, CA	YES
Minnesota Life Insurance Company	St. Paul, MN	YES
National Benefits Services, LLC	Kansas City, MO	YES
ProAct Inc.	Syracuse, NY	YES
Standard Insurance Company	Portland, OR	YES
Trustmark Insurance Company	Lake Forest, IL	YES
Webster Bank, N.A. dba HSA Bank	Sheboygan, MI	YES
WEX Health, Inc.	Portland, ME	YES
RFPs SOLICITED: 894 LOCAL RFPs SOLICITED: 254 RFPs RECEIVED: 23 NO BIDS: 9		

NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

Approved by: /s/
e: 3/12/2024

**2024-0233R Health Insurance & Benefits Administrators
Viewer's List**

<u>No.</u>	<u>Participant Name</u>	<u>Response Date</u>	<u>Response Status</u>	<u>City</u>	<u>State</u>
1	TEB Benefitts		Viewed	El Paso	TX
2	National Vision Administrators		Unsubmitted	Clifton	NJ
3	Colonial Life (Colonial Life & Accident)		Unsubmitted	El Paso	TX
4	Nodriam LLC		Unsubmitted	Katy	TX
5	Cigna Health and Life Insurance Company	02/28/2024	Submitted	Bloomfield	CT
6	Ameriflex (Interflex Payments LLC)	02/28/2024	Submitted	CARROLLTON	TX
7	Community Eye Care (Community Eye Care, LLC)	02/28/2024	Submitted	Charlotte	NC
8	CuraLinc Healthcare	02/27/2024	Submitted	Chicago	IL
9	Colonial Life and Accident Insurance Company	02/28/2024	Submitted	Columbia	SC
10	Aflac	02/28/2024	Submitted	Columbia	SC
11	The Hartford	02/28/2024	Submitted	Dallas	TX
12	Metlife Insurance	02/28/2024	Submitted	Dallas	TX
13	ProAct Inc.	02/28/2024	Submitted	East Syracuse	NY
14	Aetna, Inc.	02/27/2024	Submitted	Houston	TX
15	National Benefit Services	02/28/2024	Submitted	Kansas City	MO
16	Trustmark Insurance Company	02/27/2024	Submitted	Lake Forest	IL
17	Blue Cross and Blue Shield of Texas (Dearborn Life Insurance Company)	02/28/2024	Submitted	Lombard	IL
18	EyeMed Vision Care	02/28/2024	Submitted	Mason	OH
19	HSA Bank, a division of Webster Bank, N.A.	02/28/2024	Submitted	Milwaukee	WI
20	Eyetopia TPA, LLC	02/27/2024	Submitted	New Braunfels	TX
21	The Standard	02/27/2024	Submitted	Plano	TX
22	Blue Cross Blue Shield of Texas	02/28/2024	Submitted	Richardson	TX
23	Deer Oaks EAP Services, LLC	02/28/2024	Submitted	San Antonio	TX
24	Express Scripts, Inc.	02/28/2024	Submitted	St Louis	MO
25	Minnesota Life	02/28/2024	Submitted	St. Paul	MN
26	WEX Health, Inc	02/28/2024	Submitted	West Fargo	ND
27	CaremarkPCS Health L.L.C.	02/27/2024	Submitted	Woonsocket	RI
28	Textbook Warehouse (Textbook Warehouse, LLC)	01/30/2024	No Bid	Alpharetta	GA
29	Symetra Life Insurance Company	01/31/2024	No Bid	Bellevue	WA
30	The Ionado Group (The Ionado Group, Inc.)	02/15/2024	No Bid	Chattanooga	TN
31	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	02/16/2024	No Bid	EL PASO	TX
32	DSI Medical Services Inc	02/07/2024	No Bid	Horsham	PA
33	GC Services Limited Partnership	01/30/2024	No Bid	Houston	TX
34	Unum Life Insurance Company of America	02/20/2024	No Bid	Houston	TX
35	Lobdock, Inc.	02/20/2024	No Bid	Oklahoma City	OK
36	Group Travel Consultants, Inc	01/30/2024	No Bid	Orlando	FL

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information: Not applicable.

Full Name	Lauren Coffey
Business Name	Aetna Life Insurance Company
Agenda Item Type	2024-0233R Health Insurance & Benefits Administrators
Relevant Department	Human Resources

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Sam Cuy Date: 02/23/2024

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information: Not applicable.

Full Name Lauren Coffey

Business Name Aetna Dental Inc.

Agenda Item Type 2024-0233R Health Insurance & Benefits Administrators

Relevant Department Human Resources

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



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OR



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OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Sam Cuy Date: 02/23/2024



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-867, Version: 2

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Members of the City Council, Representative Joe Molinar, (915) 212-0004

AGENDA LANGUAGE:

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

Discussion and action to direct the Interim City Manager and City Attorney to implement both interior and exterior pickleball courts throughout recreation centers of the City of El Paso. Including parks that have existing amenities for these activities.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: July 2, 2024

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Joe Molinar, 915-212-0004

DISTRICT(S) AFFECTED: **All Districts**

STRATEGIC GOAL: (Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Environments)

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 direct the Interim City Manager and City Attorney to implement both interior and exterior pickleball courts throughout recreation centers of the City of El Paso. Including parks that have existing amenities for these activities.

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*****



City of El Paso

MAYOR
Oscar Leoser

CITY COUNCIL

District 1
Brian Kennedy

District 2
Dr. Josh Acevedo

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Art Fierro

District 7
Henry Rivera

District 8
Chris Canales

**INTERIM CITY
MANAGER**
Cary Westin

TO: Members of City Council
FROM: Parks and Recreation Advisory Board through DCM Dionne Mack
RE: Recommendation to look into Planning and
Implementing Pickleball Courts throughout El Paso
DATE: May 9, 2024

On May 8th, 2024, during the regular meeting of the City of El Paso Parks and Recreation Advisory Board, the Board discussed and took action on Agenda Item 8: Discussion and Action on Recommending that City Council direct the City Manager to look into the planning and implementing of more pickleball courts throughout the City of El Paso.

Board Members Sandra Olivar, Michael Adjemian, Benjamin Avalos, and Marcella Carrillo were present at the Board meeting and unanimously approved a motion to recommend to Council the following action:

- Recommend that City Council present and discuss this item at the Regular Council Meeting on May 21, 2024.
- If approved, Direct the City Manager to look into the planning and implementing of dedicated pickleball courts throughout the City of El Paso

These recommendations will be provided to Members of the City Council for consideration. A copy of this memo will be provided to the City Clerk for record keeping.

This memo is signed below, on behalf of the Board, by Board Chair Michael Adjemian.



Legislation Text

File #: 24-918, 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 to approve a Resolution that the City Council declares that the expenditure of District 8 discretionary funds, in an amount not to exceed \$10,000.00, to cover costs of stage rental, audio/visual equipment, entertainment, hiring of off-duty law enforcement officers or private security officers, barrier rental for vehicle pedestrian control, permitting fees, and/or portable restroom rental related to the holding of the Segundo Barrio Community Block Party by the Southside Neighborhood Association, serves the municipal purpose of fostering community pride, encouraging civic engagement, offering educational opportunities, and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history; and that the City Attorney be authorized to negotiate and the City Manager be authorized to sign an appropriate contract and contract amendment to ensure that the funds are properly expended for the municipal purpose.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 07/02/2024

CONTACT PERSON NAME AND PHONE NUMBER:

Rep. Chris Canales, 915-212-0008

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Environments

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 the City Council declares that the expenditure of District 8 discretionary funds, in an amount not to exceed \$10,000.00, to cover costs of stage rental, audio/visual equipment, entertainment, hiring of off-duty law enforcement officers or private security officers, barrier rental for vehicle pedestrian control, permitting fees, and/or portable restroom rental related to the holding of the Segundo Barrio Community Block Party by the Southside Neighborhood Association, serves the municipal purpose of fostering community pride, encouraging civic engagement, offering educational opportunities, and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history; and

That the City Attorney be authorized to negotiate and the City Manager be authorized to sign an appropriate contract and contract amendment to ensure that the funds are properly expended for the municipal purpose.

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 Segundo Barrio Community Block Party is tentatively set to be held on September 1, 2024.

PRIOR COUNCIL ACTION:

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

The City Council most recently approved District 8 discretionary funds related to the 2023 Segundo Barrio Block Party on August 15, 2023.

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?

District 8 Discretionary Funds

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

DEPARTMENT HEAD

RESOLUTION

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

That the City Council declares that the expenditure of District 8 discretionary funds, in an amount not to exceed \$10,000.00, to cover costs of stage rental, audio/visual equipment, entertainment, hiring of off-duty law enforcement officers or private security officers, barrier rental for vehicle pedestrian control, permitting fees, and/or portable restroom rental related to the holding of the Segundo Barrio Community Block Party by the Southside Neighborhood Association, serves the municipal purpose of fostering community pride, encouraging civic engagement, offering educational opportunities, and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history; and

That the City Attorney be authorized to negotiate and the City Manager be authorized to sign an appropriate contract and contract amendment to ensure that the funds are properly expended for the municipal purpose.

APPROVED this ____ day of _____ 2024.

CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Larry Phifer

Larry Phifer
Assistant City Attorney



Legislation Text

File #: 24-922, 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 That the City Council authorizes the expenditure of District 6 discretionary funds in an amount not to exceed SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) towards the costs of equipment rental, movie license fees, permits, staff time and other related items necessary for the support of the "Movies in the Park" event, a series of movie nights in parks located within District 6, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**

DEPARTMENT: Mayor and Council

AGENDA DATE: July 2, 2024

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Art Fierro, 915-212-0006

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Environments

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 City Council authorizes the expenditure of District 6 discretionary funds in an amount not to exceed SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) towards the costs of equipment rental, movie license fees, permits, staff time and other related items necessary for the support of the "Movies in the Park" event, a series of movie nights in parks located within District 6, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride.

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?

Yes, on June 20, 2023 Mayor and Council approved discretionary funds to be used for a Summer Festival.

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

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

That the City Council authorizes the expenditure of District 6 discretionary funds in an amount not to exceed SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00) towards the costs of equipment rental, movie license fees, permits, staff time and other related items necessary for the support of the “Movies in the Park” event, a series of movie nights in parks located within District 6, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride; and

That the City Manager or designee is authorized to accept donations for sponsorship of the event, to negotiate and sign contracts as approved by the City Attorney, to execute any related documents, to effectuate any budget transfers and to appropriate and ensure that the funds are properly expended for the municipal purpose.

APPROVED his ____ day of _____, 2024.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney



Legislation Text

File #: 24-881, 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

Animal Services Department, Terry K. Kebschull, (915) 212-8742

AGENDA LANGUAGE:

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

Discussion regarding the presentation of the 2023 Animal Shelter Advisory Committee (ASAC) Annual Report to City Council.

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

AGENDA DATE: July 2, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Terry K. Kebschull, Animal Services Director (915) 212-8742

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 Enhance animal services to ensure El Paso’s pets are provided a safe and healthy environment

SUBJECT:
Discussion regarding the presentation of the 2023 ASAC Annual Report to City Council.

BACKGROUND / DISCUSSION:
The presentation will provide information regarding the 2023 ASAC Annual Report to the City Council.

PRIOR COUNCIL ACTION:
N/A

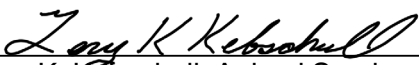
AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Animal Services
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:


Terry K. Kebschull, Animal Services Director



Legislation Text

File #: 24-903, 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

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to VTRE Development, LLC for the purchase price of \$18,720,000. Such real property legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, Page 5 of the plat records of El Paso County, Texas.

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

AGENDA DATE: July 2, 2024
PUBLIC HEARING DATE: July 16, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212-0094

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBJECT:

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to VTRE Development, LLC for the purchase price of \$18,720,000. Such real property legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, Page 5 of the plat records of El Paso County, Texas.

BACKGROUND / DISCUSSION:

The City of El Paso desires to sell a 43.594-acre parcel located at the southeastern intersection of Interstate 10 and Paseo Del Norte in El Paso's west side, to VTRE Development, LLC in accordance with Chapter 272 of TLGC. The city deems that doing so would generate economic benefits for the region, support key industry expansion, and is in accordance with the Project and Financing Plan for TIRZ #10. As part of this purchase agreement, the purchaser will agree to purchase the property for no less than \$18,600,000. The purchaser will also pay up to \$600k for traffic signal construction at Paseo Del Norte near North Desert Boulevard.

PRIOR COUNCIL ACTION:

On March 2, 2021, City Council approved a Contract of Sale with VTRE Development LLC for the same property. In late 2022, VTRE requested termination for convenience due to a change in development plans.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO VTRE DEVELOPMENT, LLC FOR THE PURCHASE PRICE OF \$18,720,000. SUCH REAL PROPERTY LEGALLY DESCRIBED AS A PORTION OF LOT 1, BLOCK 1, EL PASO WEST, AS FILED IN BOOK 57, PAGE 5 OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS.

WHEREAS, Chapter 3(c) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, Chapter 272 of the Texas Local Government Code allows a municipality to sell real property without notice and bidding requirements provided that the sale not be for less than fair market value as determined by an appraisal, the land is located in a reinvestment zone designated as provided by law and the municipality desires to have it developed under a project plan adopted by the municipality for the zone; and

WHEREAS, the City of El Paso ("Seller") has obtained an appraisal for the Property the subject of this Agreement; and

WHEREAS, the Seller has created Tax Increment Reinvestment Zone No. 10 (TIRZ 10) pursuant to Chapter 311 of the Texas Tax Code; and

WHEREAS, the Property is located within TIRZ 10; and

WHEREAS, the Seller desires to have the Property developed under the project plan adopted by the City of El Paso for TIRZ 10.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as portion of Lot 1, Block 1, El Paso West, as filed in Book 57, page 5 of the Plat Records of El Paso County, Texas. Such property being owned by the City of El Paso. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with VTRE Development, LLC for the sale of the property, (2) sign any and all documents related and/or necessary to effectuate the sale and closing of the property, (3) exercise all rights and obligations as provided in the Contract of Sale, (4) sign any contract amendments that do not affect the sale price, and (5) sign any documents necessary to effectuate any rights or obligations in relation to the sale and closing of the property.

PASSED AND ADOPTED this ____ day of _____ 2024.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
Municipal Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragaglia, Interim Director
Economic & International Development

ORDINANCE NO. _____

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE

This Contract of Sale (“**Agreement**”) is made this ____ day of _____, 2024 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Seller**”) and VTRE Development, LLC, a Delaware limited liability company (“**Buyer**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:

1. A 43.594 Acre parcel located at the SEC of Interstate 10 and Paseo Del Norte legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, page 5 of the Plat Records of El Paso County, Texas, as further described in **Attachment “A”**, the “**Property**”. The Property shall include the parcel, an assignment of written service and maintenance contracts and other written contracts affecting the Property (“**Service Contracts**”) which the Buyer elects to assume, personal property and all intangibles (including names, permits, warranties, licenses, and agreements related to the Property). Except for agreements that are terminable upon 30 days written notice, but in no event later than Closing, without penalty, Seller shall not enter into any new leases or Service Contracts, or amend, extend or renew any existing leases or Service Contracts, or otherwise modify the status of title (except to cure Buyer’s title objections), without the Buyer’s written consent. To the extent they are terminable prior to Closing, all leases and Service Contracts that the Buyer does not expressly elect to assume shall be terminated at or prior to Closing. The parties shall identify which leases and Service Contracts are not terminable at Closing prior to expiration of the Inspection Period.

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

- A. **PURCHASE PRICE.** At the Closing, the Buyer will pay the Seller a total amount of \$18,720,000 for the Property (“**Purchase Price**”). The Purchase Price above is to be paid by the Buyer to the Seller through Lone Star Title Company of El Paso, Inc. (“**Title Company**”) at the Closing of this Agreement. Buyer, working with the Title Company, has the right to select the underwriter for the title insurance.
- B. **DEPOSIT.** The Buyer will submit a check to the Title Company in the amount of \$50,000 (“**Initial Deposit**”), within seven (7) calendar days after the Effective Date. The Title Company will hold the Initial Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Initial Deposit to the Purchase Price of the Property at Closing.

- C. **TITLE COMPANY.** The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

- A. **REPRESENTATIONS AND WARRANTIES.** To the best of the Seller's knowledge the Seller represents and warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
2. No leasehold rights or interests have been granted and are currently in effect involving the Property;
3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;
5. The Seller has not received any notices of condemnation regarding the Property;
6. The Seller has not received any notices that the Property is contaminated or threatened with contamination by any hazardous substances or hazardous materials; and
7. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.
8. **LIMITATIONS ON REPRESENTATIONS AND WARRANTIES; AS IS SALE.** The representations and warranties provided in this section of the Agreement will survive for one calendar year following the date of conveyance as shown in the executed Special Warranty Deed signed by the Seller. Except for the representations and warranties made above and in the Special Warranty Deed executed by the Seller, the Buyer agrees that the conveyance of the Property is an "as is, where is and with all faults" transaction and that the Seller disclaims all other representations and warranties pertaining to the condition of the Property available under law whether express or implied including but not limited to any representations and warranties pertaining to the nature and condition of water, soil, geology, or other environmental hazards or conditions (including the presence of asbestos). Notwithstanding anything to the contrary in this Agreement, the Seller shall have no liability for breaches of any representation and warranties which are made by the Seller under this Agreement if the Buyer or its employees, managers, contractors or agents ("Buyer Parties") had actual knowledge of such breach at Closing where Buyer shall not otherwise have the right to bring any lawsuit or other legal action against Seller, nor pursue any other remedies against Seller, as a result of the breach of such Seller's representations and warranties of which the Buyer Parties had actual knowledge prior to Closing, but Buyer's sole

remedy shall be to terminate this Agreement before the Closing Date in which event the Deposit shall be returned to Buyer. The terms and provisions of this Section survive Closing.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within ten (10) business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:
 - a. Any “as-built” plans for any improvements on the Property, if any;
 - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
 - c. All environmental reports of the Property and the improvements on the Property;
 - d. All documents pertaining to the development, ownership, or operation of the Property, including but not limited to, any leases, licenses or other agreements permitting any party to possess, occupy or enter into all or any portion of the Property, service contracts, any existing survey(s); and
 - e. Any documentation or information regarding water, sanitary sewer, gas and other utilities serving the Property.
2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Title Company will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER’S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property.

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. If the Closing shall occur, then at the time of its development of the Property, the Buyer shall install a traffic signal at the approximate location indicated on **Attachment “A”**. The Buyer shall, and the Seller shall cause its Street and Maintenance Department and any other applicable departments to, cooperate and coordinate on such installation. The

Buyer shall pay the costs of installing such traffic signal up to the amount of \$600,000, and the Seller shall pay any such costs in excess of \$600,000. Prior to the Closing, the Seller shall take the necessary actions to approve the foregoing expenditure and allocate municipal funds thereto and will provide to Buyer reasonably supporting evidence that Seller has taken such actions. This Section 4(B)(1) shall survive the Closing.

2. As soon as is reasonably practicable following the Effective Date, Buyer will commence preparation of each of a Detailed Site Development Plan and a set of building permit plans for Buyer's planned development of the Property and will endeavor to submit same to the City of El Paso's Planning and Inspections Department prior to the expiration of the Inspection Period. Notwithstanding the foregoing, nothing contained in this Agreement is intended as, or may be construed as, an express or implied agreement, commitment, promise, or guarantee by Seller that any permits or approvals will be issued except in accordance with the Seller's customary review and approval process.
3. Buyer agrees to commence Development (defined below) of the Property within 5 years (60 months) following the Closing (the "**Development Deadline**"). Notwithstanding the foregoing, Seller shall have the right to extend the Development Deadline for one, 12 month period, in Seller's reasonable discretion, upon written notice to Buyer on or prior to the Development Deadline. For purposes of this section, "**Development**" or "**Developed**" shall mean (a) commencing or completing installation of the traffic signal as described in Section 4.B.1.; and/or (b) commencing construction of infrastructure improvements to the site, which may include, but is not limited to, the commencement or completion of construction of new roadways or modifications to existing roadways, installing, altering, or extending electrical, water, sewer, fiber optic and other utility connections intended to serve the Property; and/or (c) commencing on-site construction activities such as grading, landscaping, soil stabilization, or drainage. If Buyer fails to commence Development of the Property on or before the Development Deadline, Seller shall have the right, as its sole and exclusive remedy, to either (a) repurchase the Property from Buyer (the "**Springing Repurchase Right**"), in accordance with the terms and conditions set forth herein, or (b) demand payment of liquidated damages in an amount equal to \$3,000,000.00 ("**Liquidated Damages**"). The Springing Repurchase Right and Liquidated Damages are together referred to herein as the "**Seller Election Remedies**", and each as a "**Seller Election Remedy**". If, in Seller's reasonable determination, Buyer has not commenced Development of the Property by the Development Deadline (as extended, if applicable), Seller shall give written notice to Buyer of Buyer's failure to timely commence Development of the Property ("**Development Remedies Notice**"). Buyer shall have a period of sixty (60) days following receipt of the Development Remedies Notice ("**Development Cure Period**") to either negotiate with Seller a revised development plan for the Property to be memorialized by a separate written agreement ("**Revised Development Plan**") or provide sufficient evidence of Development. If, in Seller's reasonable discretion, Buyer provides sufficient evidence to Seller that Buyer has Developed the Property, or if Buyer and Seller enter into a Revised Development Plan, then Seller's right to exercise the Seller Election Remedies shall terminate and Seller shall have no further rights or remedies hereunder. If Buyer fails to commence Development of the Property within the Development Cure Period, then within thirty (30) days after the expiration of the

Development Cure Period, Seller shall give a second written notice to Buyer (the “**Election Remedies Notice**”) informing Buyer that Seller is electing either the Springing Repurchase Right or the Liquidated Damages, which notice shall state whether Seller elects to exercise either the Springing Repurchase Right remedy or the Liquidated Damages remedy (the “**Election**”). If Seller fails to provide an Election Remedies Notice on or before forty-five (45) days after the expiration of the Development Cure Period, then Seller is deemed to have elected to pursue the Liquidated Damages remedy. If Seller elects the Springing Repurchase Right in the Election Remedies Notice, the notice shall set forth the closing date on which Seller shall take title to the Property pursuant to special warranty deed (the “**Repurchase Closing Date**”), provided that the Repurchase Closing Date shall be no earlier than 60 days and no more than 120 days after Buyer’s receipt of the Election Remedies Notice. Upon the Repurchase Closing Date, Seller shall pay to Buyer, by wire transfer of valid funds, an amount equal to 100% of the Purchase Price paid by Buyer to Seller pursuant to this Agreement, as adjusted by prorations for real estate taxes in accordance with the proration terms set forth herein. If Seller elects to receive the Liquidated Damages in the Election Remedies Notice, then Buyer shall pay the Liquidated Damages to Seller by wire transfer of valid funds within 60 days of the Election Remedies Notice (the “**Damages Payment Date**”). Notwithstanding any statement to the contrary herein, if Buyer and Seller enter into a Revised Development Plan prior to the Repurchase Closing Date or the Damages Payment Date, as applicable, then the Election Remedies Notice shall be void, the Seller Election Remedies shall automatically terminate, and Seller shall not have any further right to the Springing Repurchase Right or the Liquidated Damages. The Seller Election Remedies shall automatically terminate upon the earlier of (a) Buyer commencing Development of the Property; or (b) the failure of Seller to timely deliver the Development Remedies Notice to Buyer. If requested by Seller, at Closing the parties shall each execute and deliver a memorandum evidencing Seller’s Springing Repurchase Right, which shall be filed of record in the appropriate records of El Paso County, Texas. Upon the termination or expiration of the Springing Repurchase Right, Buyer shall have the right to record a memorandum, to be executed by Seller and Buyer, confirming that such termination or expiration has occurred, and such termination memorandum may be conclusively relied upon by all interested parties as to the termination or expiration of the Springing Repurchase Right. Additionally, upon Buyer’s request, Seller agrees to provide to Buyer an affidavit in recordable form confirming that the Springing Repurchase Right has terminated or expired. **BUYER AND SELLER AGREE THAT THE LIQUIDATED DAMAGES SET FORTH IN THIS SECTION DO NOT CONSTITUTE A PENALTY BUT RATHER CONSTITUTE THE PARTIES’ BEST ESTIMATE AS TO ACTUAL DAMAGES THAT MAY BE INCURRED UPON THE FAILURE OF BUYER TO TIMELY COMMENCE DEVELOPMENT. IN THE EVENT BUYER FAILS TO COMMENCE DEVELOPMENT BY THE DEVELOPMENT DEADLINE, THE SELLER ELECTION REMEDIES SHALL BE SELLER’S SOLE AND EXCLUSIVE REMEDY AND BUYER’S SOLE LIABILITY. THE PARTIES HEREBY AGREE THAT THE LIQUIDATED DAMAGES DESCRIBED HEREIN ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES.**

4. AFTER THE CLOSING AND EXCEPT WITH RESPECT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES OF THE SELLER CONTAINED

IN THIS AGREEMENT (AS LIMITED BY THE SECOND SENTENCE OF SECTION 3(A)(8)): (A) BUYER RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY REGARDLESS OF WHETHER SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY WERE A RESULT OF THE SELLER'S NEGLIGENCE, 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; (B) THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE ACTS OR OMISSIONS OF BUYER OR ITS REPRESENTATIVES; AND (C) THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE ACTS OR OMISSIONS OF BUYER OR ITS REPRESENTATIVES.

5. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property for a period of 120 calendar days after the Effective Date of this Agreement ("Inspection Period"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least \$500,000.00 and property damage insurance of at least \$500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and is reasonably acceptable to the Seller. Except as expressly set forth in this Agreement, the Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. During the Inspection Period, the Buyer may pursue all permits, entitlements, etc., as may be necessary for its use and development, and the Seller will cooperate with the Buyer in connection with such efforts (Buyer acknowledging that these pursuits will not result in an ownership interest in the Property by Buyer until the closing of the sale of the Property. The Buyer may terminate this Agreement at any time during the Inspection Period in accordance with Section 5(A)(1). If the Agreement is not terminated under Section 5(A)(1), then the parties will proceed to close on the

sale and purchase of the Property. Failure to close on the Property is a material breach by the party responsible for the failure to close. The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. If the Closing does not occur, the Buyer will restore the Property to substantially the condition the Property was prior to any inspections or due diligence done by the Buyer. EXCEPT TO THE EXTENT ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE SELLER AND THE SELLER'S OFFICER'S AND EMPLOYEES, THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE SELLER AND THE SELLER'S OFFICER'S AND EMPLOYEES FROM ANY THIRD PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER. THE BUYER SHALL INCUR NO LIABILITY TO THE SELLER FOR THE DISCOVERY OF EXISTING CONDITIONS AT THE PROPERTY DURING ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. The Buyer may extend the Inspection Period for up to two (2) additional periods of 30 calendar days each provided that the Buyer provides the Seller advance written notice prior to the expiration of the Inspection Period and the Seller makes an additional deposit in the amount of \$25,000 with the Title Company (each, an "**Extension Deposit**" and together, the "**Extension Deposits**"; with the Initial Deposit, the "**Deposit**") which will be applied to the Purchase Price upon the purchase and sale of the Property.

2. **TITLE INSURANCE.** The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within five (5) days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.
3. **SURVEY.** The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within thirty (30) days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer is different from the legal description of the Property set forth on **Attachment "A"**, then the parties may use the new survey to describe the Property in this Agreement.
4. **TITLE REVIEW PERIOD.** The Buyer may review the commitment for title insurance, title exception documents and the survey for a period of 30 calendar days after receiving the commitment for title insurance, title exception documents and the survey ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, Buyer shall be deemed to have waived any objections and all exceptions to coverage listed in Schedule B of the title commitment will become permitted exceptions. If the Seller receives objections from the Buyer, then the Seller will perform one of the

following within 10 calendar days of receiving Buyer's objections:

- a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;
- b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to afford the Seller a reasonable period of time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance with Section 5(A)(3)(a) if the Buyer refuses to postpone the Closing Date or waive the objections. If the parties agree to postpone the Closing Date, then the parties will set a new Closing Date and proceed with the sale and purchase of the Property; or
- c. Notify the Buyer that the Seller will not cure the Buyer's objections in which case Buyer may terminate this Agreement in accordance with Section 5(A)(3)(b).

If this Agreement is not terminated under Section 5(A)(3), then the parties will proceed to close on the sale and purchase of the Property. Failure to close on the Property is a material breach by the party responsible for the failure to close. The Buyer shall not be required to object to, and the Seller shall satisfy, all requirements set forth on Schedule C of the title commitment.

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. **TERMINATION DURING INSPECTION PERIOD.** The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. If Buyer fails to terminate this Agreement in writing prior to the expiration of the Inspection Period, Buyer will be deemed to have waived its right to terminate this Agreement pursuant to this Section 5(A)(1) and the transaction will proceed in accordance with the other provisions of this Agreement. If the Agreement is terminated under this provision, then the Seller will direct the Title Company to refund half of the Deposit and, if applicable, the Extension Deposit(s), to the Buyer.
2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 10 calendar day opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposits and, if applicable, the Extension Deposit(s), made by the Buyer as Seller's sole and exclusive remedy. If Seller fails to fulfill its obligations of this Agreement and fails to cure the same within such time period, then Buyer may, as its sole remedy, either pursue specific performance of this Agreement, or terminate this Agreement and the Seller will direct the Title Company to refund the Deposit to the Buyer.

3. TERMINATION DURING TITLE REVIEW PERIOD.

- a. Termination pursuant to Section 4(C)(2)(b) of the Agreement. If the Buyer refuses to postpone the Closing Date or waive the objections, then either party may terminate this Agreement by written notification. The Seller will direct the Title Company to refund to the Buyer any Deposit made by the Buyer under this Agreement.
 - b. Termination pursuant to Section 4(C)(2)(c) of the Agreement. If the Seller refuses to cure any title objections, then the Seller will notify the Buyer and Buyer may terminate this Agreement under this Section. The Seller will direct the Title Company to refund to Buyer any Deposit made by the Buyer under this Agreement.
4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will direct the Title Company to refund the full deposit to the Buyer.

SECTION 6. CLOSING.

- A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property (“**Closing**”) on the date thirty (30) calendar days following the expiration of the Inspection Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller (“**Closing Date**”). A party’s failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.
- B. SELLER’S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:
1. A fully executed deed (“**Deed**”) conveying to the Buyer fee simple title to the Property subject to the exceptions approved or deemed approved by the Buyer pursuant to this Agreement, in the form included in this Agreement as **Attachment “B”**;
 2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;
 3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and
 4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

- C. **BUYER'S OBLIGATIONS.** At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:
1. The Purchase Price minus the Deposit that is being held by the Title Company.
 2. All Closing costs shown on the approved settlement statement. The Buyer is responsible for paying all costs and fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
 3. Any other items requested by the Title Company to finalize the closing of this Agreement.
- D. **TAXES.** General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Property. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.
- E. **POSSESSION.** Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. **RELATIONSHIP BETWEEN THE PARTIES.** This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.
- C. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or City of El Paso holiday, the date for performance thereof shall be extended to the next business day.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by (i) certified mail, or (ii) USPS Priority Mail or (iii) USPS Priority Mail Express Overnight. All notices sent by certified mail are considered received 5 calendar days after the postmark date. All notices sent by USPS Priority Mail or USPS Priority Mail Express Overnight are considered delivered when delivery is confirmed by USPS. The parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
Copy:	The City of El Paso Attn: City Attorney P.O. Box 1890 El Paso, Texas 79950-1890
Copy:	City of El Paso Attn: Capital Assets Manager P.O. Box 1890 El Paso, Texas 79950-1890
To the Buyer:	VTRE Development, LLC 5844 John Hickman Parkway Suite 150 Frisco, TX 75034 Attn: Executive Vice President
Copy:	VTRE Development, LLC 4900 Main Street, Suite 400 Kansas City, MO 64112 Attn: President

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act). The parties acknowledge that this Agreement may not be kept confidential. To the extent allowed by law, Seller agrees that upon Seller's receipt of a public records request for disclosure of any documents related to this transaction (other than this Agreement and attachments to this Agreement), the Seller will (i) give Buyer prior notice (at all of the addresses specified above) sufficient to allow Buyer to seek a protective order or other appropriate remedy, and (ii) disclose only such information as is required by applicable law.

- F. **GOVERNING LAW.** This Agreement is governed by Texas law.
- G. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. **GOVERNMENTAL FUNCTIONS.** The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- M. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the Seller and the Buyer, and their successors and assigns. Seller may not assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the Buyer. Buyer may assign this Agreement without Seller's consent to a user that has engaged Buyer to represent Buyer in connection with the development of the Property, but such assignment shall not relieve Buyer of its liability hereunder.
- N. **THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries of this Agreement.
- O. **REPRESENTATIONS AND WARRANTIES.** The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. **COUNTERPARTS.** The parties may execute this Agreement in counterparts.
- Q. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the parties to this Agreement to be bound by such change, modification or termination.
- R. **WAIVER OF CONSEQUENTIAL DAMAGES.** Neither Buyer nor Seller will be liable for consequential, indirect, or special damages in connection with this Agreement.

EXECUTED by City the ____ day of _____, 2024.

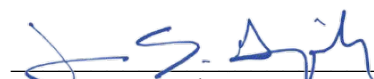
SELLER:

CITY OF EL PASO, TEXAS

By: _____

Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Interim Director
Economic and International Development

ACKNOWLEDGEMENT

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 Continue on Following Page)

EXECUTED by Buyer the 25 day of June, 2024.

VTRE DEVELOPMENT, LLC, a Delaware limited liability company

By: [Signature]
David M. Harrison, President

ACKNOWLEDGEMENT

Missouri
THE STATE OF ~~TEXAS~~ §
Jackson §
COUNTY OF ~~EL PASO~~ §

This instrument was acknowledged before me on this 25 day of June, 2024, by **David M. Harrison**, as **President** of **VTRE Development, LLC**, a Delaware limited liability company, on behalf of the company.

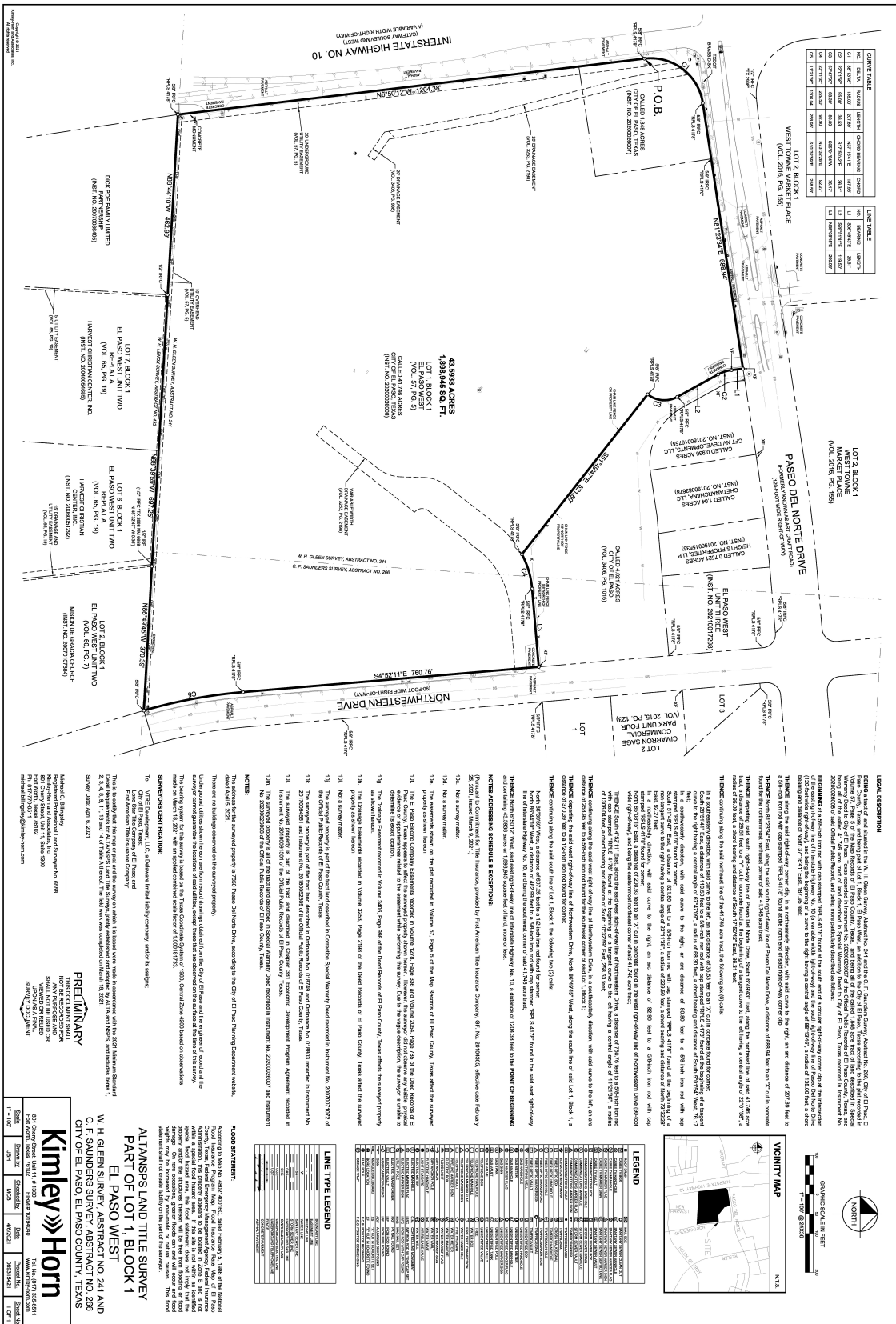
[Signature]
Notary Public, State of ~~Texas~~ Missouri

My commission expires:

12/4/27



PROPERTY DESCRIPTION



SITE PLAN



ATTACHMENT “C”

FORM OF DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, 20

Grantor: **[Grantor name]**

Grantor’s Mailing Address: [Grantor mailing address]

Grantee: **[Grantee Name]**

Grantee’s Mailing Address: [Grantee mailing address]

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A 43.594 Acre parcel legally described as a portion of Lot 1, Block 1, El Paso West, as filed in Book 57, page 5 of the Plat Records of El Paso County, Texas, as more particularly described in **Attachment “A”**.

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE

See permitted exceptions attached to this Deed as Attachment “B”

RESERVATIONS TO CONVEYANCE

None

EXCEPTIONS TO WARRANTY

Except as expressly set forth in the purchase contract between Grantor and Grantee, conveyance of the Property is an “as is, where is and with all faults” transaction and that the Seller disclaims all other warranties pertaining to the condition of the Property available under law whether express or implied including but not limited to any warranties pertaining to the nature and condition of water, soil, geology, or other environmental hazards or conditions (including the presence of asbestos or lead paint).

REVERSION

Grantor grants all the described real property to Grantee and heirs of Grantee so long as the property is timely developed in accordance with Section 4.B.3 of the Contract of Sale.

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor and Grantee, but not otherwise.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of ____
_____, 2024.

GRANTOR:

CITY OF EL PASO

By: _____
Cary Westin, Interim, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2024, by
_____, City Manager, City of El Paso.

Notary Public in and for the State of Texas
Notary's Printed Name: _____

My Commission expires: _____

AFTER RECORDING, RETURN TO:

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	David M. Harrison, Manager
Business Name	VTRE Development, LLC
Agenda Item Type	Purchase Contract
Relevant Department	Economic Development

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

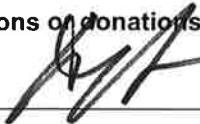
☒ I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:  Date: 6/25/24



Legislation Text

File #: 24-868, 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) 212-0192
International Bridges, Roberto Tinajero, (915) 212-7509

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: 1.5 Stimulate economic growth through transit and bridges integration.

Award Summary:

Discussion and action that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) for Solicitation 2024-0554 Restroom Maintenance to Public Facilities and Services, Inc., the sole developer and provider of Exeloo Automated Public Toilets for a three (3) year term for an estimated amount of \$270,000.00 The supplier will be required to provide an updated sole source letter and affidavit each year. This contract will enable the International Bridges Department to purchase a three-year maintenance service agreement for their automated restrooms located at the Stanton and Paso Del Norte Bridges in El Paso.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$40,320.00 which represents a 17.55%. This is due to the higher frequency of replacing parts on the automated restrooms that are over 10 years old. The increase is also attributed to wage inflation and parts price inflation.

Department:	International Bridges
Award to:	Public Facilities and Service, Inc.
City & State:	Lithia Springs, GA
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$90,000.00
Initial Term Estimated Award:	\$270,000.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$270,000.00
Account(s):	522060-564-3300-64830
Funding Source(s):	International Bridges Operations
District(s):	All

Non-competitive Procurement under Local Government General Exemption: Section 252.022 (7) a

procurement of items that are available from only one source (A) items that are available from only one source because of patents, copyrights, secret processes or natural monopolies.

The Purchasing & Strategic Sourcing Department and International Bridges recommend award as indicated to Public Facilities and Services, Inc., under the exemption listed above.

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

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

AGENDA DATE: July 2, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Roberto Tinajero, International Bridges Director (915) 212-7509
K. Nicole Cote, Managing Director of Purchasing & Strategic Sourcing (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1 – Create an Environment Conducive to Strong sustainable Economic Development.

SUBGOAL: 1.5 Stimulate economic growth through transit and bridges integration

SUBJECT:

Request that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) for solicitation 2024-0554 Restroom Maintenance to Public Facilities and Services, Inc., the sole developer and provider of Exeloo Automated Public Toilets for a three (3) year term for an estimated amount of \$270,000.00. The supplier will be required to provide an updated sole source letter and affidavit each year. This contract will enable the International Bridges Department to purchase a three-year maintenance service agreement for their automated restrooms located at the Stanton and Paso Del Norte Bridges in El Paso.

BACKGROUND / DISCUSSION:

This contract is necessary to uphold janitorial and maintenance services for the Exeloo Automated Public Toilets, ensuring optimal operation.

SELECTION SUMMARY:

This procurement is a sole-source due to maintenance, calibration and certification as a component purchase to an existing system currently in use for public restrooms. Under Texas Government Code, 252.022 (7) a procurement of items that are available from only one source, including (A) items that are available from only one source because of patents, copyrights, secret processes or natural monopolies., qualifies for non-competitive procurement. In accordance with the City of El Paso Procurement and Sourcing Policy, the requirements of this procurement will be fulfilled by a non-competitive award.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$40,320.00 which represents a 17.55% increase. This is due to the higher frequency of replacing parts on the automated restrooms that are over 10 years old. The increase is also attributed to price increasing.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$270,000.00

Funding Source: 522060-564-3300-64830

Account: International Bridges Operations

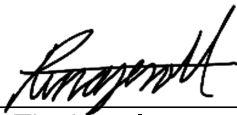
2024-0554 Restroom Maintenance

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: International Bridges
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Robert Tinajero, International Bridges Director

Project Form
Sole Source

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council of July 2, 2024.

Strategic Goal 1 – Create an Environment Conducive to Strong sustainable Economic Development.

The linkage to the Strategic Plan is subsection: 1.5 Stimulate economic growth through transit and bridges integration

Award Summary:

Discussion and action that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) for solicitation 2024-0554 Restroom Maintenance to Public Facilities and Services, Inc., the sole developer and provider of Exeloo Automated Public Toilets for a three (3) year term for an estimated amount of \$270,000.00. The supplier will be required to provide an updated sole source letter and affidavit each year. This contract will enable the International Bridges Department to purchase a three-year maintenance service agreement for their automated restrooms located at the Stanton and Paso Del Norte Bridges in El Paso.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$40,320.00 which represents a 17.55% increase. This is due to the higher frequency of replacing parts on the automated restrooms that are over 10 years old. The increase is also attributed to wage inflation and parts price inflation.

Department:	International Bridges
Award to:	Public Facilities and Service, Inc.
City & State:	Lithia Springs, GA
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$90,000.00
Initial Term Estimated Award:	\$270,000.00
Option Term Estimated Award:	NA
Total Estimated	\$270,000.00
Award: Account(s):	522060-564-3300-64830
Funding Source(s):	International Bridges Operations
District(s):	All

Non-competitive Procurement under Local Government General Exemption: Section 252.022 (7) a procurement of items that are available from only one source (A) items that are available from only one source because of patents, copyrights, secret processes or natural monopolies.

The Purchasing & Strategic Sourcing Department and International Bridges recommend award as indicated to Public Facilities and Services, Inc., under the exemption listed above.

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



May 22, 2024

Miriam Coronel
International Bridges Department
City of El Paso
300 N. Campbell
El Paso, TX 79901

Dear Miriam:

This letter verifies that Public Facilities & Services is the only company in the United States trained and qualified to service and maintain Automated Public Restrooms. As such, we are the Sole Source Agent for this service for the City of El Paso and other municipalities using Automated Public Restroom technology.

Automated Public Restrooms require technical knowledge of PLC computer systems specific to process control and low voltage systems. Additionally, they require periodic adjustments as identified by the manufacturer in a Preventative Maintenance schedule. Finally, they require a higher level of technical proficiency to provide janitorial maintenance as the person maintaining the unit must be able to operate the PLC through the control board in the service bay.

Public Facilities and Services is unique in that it trains its employees and provides its customers with a broad-based skill-set that includes both technical as well as janitorial services for the Automated Public Restrooms. Please also know that Public Facilities & Services is a minority owned business enterprise as certified by the Georgia Department of Transportation and City of Atlanta.

We appreciate the opportunity to maintain and service the Automated Public Restrooms for the City of El Paso and look forward to a continued business relationship.

Regards,

Tony Berkley

Tony Berkley
President



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Tony Berkley. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Public Facilities and Services, Inc
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Exeloo Public Toilet Service and Maintenance
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature

SUBSCRIBED AND SWORN to before me on this 22nd day of May, 2024



NOTARY PUBLIC
Sabrina Johnson

PRINTED NAME

MY COMMISSION EXPIRES

COMPANY NAME: Public Facilities and Services, Inc.

ADDRESS, CITY, STATE & ZIP CODE 1820 Lee Rd., Lithia Springs, GA 30122

PHONE: 404-925-7414

FAX NUMBER: 404-829-2297

CONTACT NAME AND TITLE: Tony Berkley President and CEO

WEB ADDRESS: www.publicfs.com

EMAIL: tony@publicfs.com

FEDERAL TAX ID NUMBER: 20-2282733

TEXAS SALES TAX NUMBER: _____



May 22, 2024

Omar Sepeda
City of El Paso
International Bridges Department
El Paso, Texas 79901

Subject: Exeloo Public Restroom Janitorial and Maintenance Services

Dear Mr. Sepeda

Public Facilities and Services, Inc. (PFS) is pleased to offer the following proposal to provide professional Janitorial and Maintenance Services for the Exeloo Automated Public Toilets (APT) located at the Stanton and Paso Del Norte Bridges in El Paso.

Scope of Work

- A. Provide complete janitorial services and furnish all materials, supplies and consumables for the operation and maintenance (O&M) of the two APT units.
- B. Respond to all as-needed service requests within 4 hours, including but not limited to, calls for "out of service". Upon receiving notice, PFS shall make all necessary repairs within 48 hours. In the event that a part must be ordered from the manufacturer, PFS will notify the City regarding the scheduled replacement date. •
- C. Any repairs needed due to vandalism or natural disaster will be submitted to the City of El Paso for approval prior to beginning work. All associated costs will be billed directly to the City of El Paso.

Schedule

Daily cleaning and maintenance for both APT units will occur twice (2x) daily.

Term

The duration of the agreement will be a three (3) year term. September 1, 2024 - August 31, 2027

Fees

The rates for the services provided are as follows: \$90,000 annually, billed monthly at \$7,500; Net 30 day terms.

Conclusion

We appreciate the opportunity to submit this proposal and look forward to continuous service with El Paso. We welcome any comments that you may have concerning our proposal. If you have any questions or require clarification, please feel free to contact Tony Berkley at 404-229-7505 or tony@publicfs.com

City of El Paso
International Bridges Department
300 N. Campbell
El Paso, Texas 79901

Public Facilities and Services, Inc.
2255 Cumberland Parkway
Atlanta, GA 30339

By: _____
Printed Name: _____
Title: _____
Date: _____

By: David C. Sorrentino
Printed Name: David C. Sorrentino
Title: Chief Financial Officer
Date: 5/24/24

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name David C. Sorjonen

Business Name Public Facilities and Services, Inc.

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:  Date: 6/12/2024



Legislation Text

File #: 24-877, 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
Capital Improvement Department, Yvette Hernandez, (915) 212-1860
Airport, Tony Nevarez, (915) 212-7325

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: 1.4 Grow the core business of air transportation.

Award Summary:

Discussion and action on the award of Solicitation 2024-0395 General Aviation Ramp Rehabilitation to Jordan Foster Construction, LLC for a total estimated amount of \$10,217,641.00. This project will consist of construction improvements to the General Aviation Ramp to address aging and failing pavement conditions and drainage deficiencies of this portion of the airfield.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
City & State:	El Paso, TX
Item(s):	Base Bid I & Additive Alternate 1
Contract Term:	310 Consecutive Calendar Days
Base Bid I:	\$9,432,868.00
Additive Alternate 1:	\$784,773.00
Total Estimated Award:	\$10,217,641.00
Account(s):	562-3010-62335-580270-G62A234902 562-3080-62330-580270-G62A234902
Funding Source(s):	Airport Enterprise Airport Infrastructure Grant - Bipartisan Infrastructure Law
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated

to Jordan Foster Construction, LLC the lowest responsive and responsible bidder.

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

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

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

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

AGENDA DATE: July 2, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Yvette Hernandez, City Engineer, (915) 212-1860
Tony Nevarez, Interim Aviation Director, (915) 474-2424
K. Nicole Cote, Managing Director (915) 212-1092

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:

Discussion and action on the award of solicitation 2024-0395 General Aviation Ramp Rehabilitation to Jordan Foster Construction, LLC for a total estimated amount of \$10,217,641.00

BACKGROUND / DISCUSSION:

The El Paso International Airport is constructing improvements to the General Aviation Ramp to address aging and failing pavement conditions and drainage deficiencies of this portion of the airfield. The project area includes the Corporate Hangar Taxi Lane, Heavy Ramp, Customs Ramp, and the fuel access road. The project includes new pavement construction, mill and overlay of select areas, associated grading, and utility adjustments where necessary and drainage improvements.

SELECTION SUMMARY:

Solicitation was advertised on March 5, 2024 and March 12, 2024. The solicitation was posted on City website on March 5, 2024. There were a total thirty (30) viewers online; one (1) bid was received from a local supplier. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$10,217,641.00

Funding Source: Airport Enterprise

Airport Infrastructure Grant – Bipartisan Infrastructure Law

Account: 562-3010-62335-580270-G62A234902

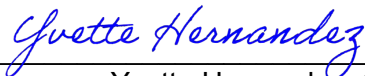
562-3080-62330-580270-G62A234902

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Yvette Hernandez, City Engineer

Project Form
Low Bid

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council of July 2, 2024

Strategic Goal 1 - Create an Environment Conducive to Strong Sustainable Economic Development

The linkage to the Strategic Plan is subsection: 1.4 Grow the core business of air transportation

Award Summary:

Discussion and action on the award of solicitation 2024-0395 General Aviation Ramp Rehabilitation to Jordan Foster Construction, LLC for a total estimated amount of \$10,217,641.00. This project will consist of construction improvements to the General Aviation Ramp to address aging and failing pavement conditions and drainage deficiencies of this portion of the airfield.

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

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

2024-0395 General Aviation Ramp Rehabilitation Bid Tab Summary				
	Bidder's Name	Base Bid I	Additive Alternate 1	Sum Total Base Bid I + Alternate 1
1	Jordan Foster Construction, LLC	\$ 9,432,868.00	\$ 784,773.00	\$ 10,217,641.00



CITY OF EL PASO
PRICE TABULATION



BID TITLE: General Aviation Ramp Rehabilitation SOLICITATION NO: 2024-0395
BID DATE: April 24, 2024 DEPARTMENT: El Paso International Airport

	Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 1	
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BASE BID I

ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)		
1	1	LS	SS-120-3.1 Construction Safety and Security	\$ 125,000.00	\$ 125,000.00		
2	1	LS	SS-130-4.1 Trench and Excavation Safety Systems	\$ 3,000.00	\$ 3,000.00		
3	14,700	SY	SS-170-5.1 Paving Mat	\$ 14.00	\$ 205,800.00		
4	12,260	SY	SS-215-4.1 Recycled Asphalt Pavement (RAP) Millings (4")	\$ 6.00	\$ 73,560.00		
5	1	LS	C-100-14.1 Contractor Quality Control Program (CQCP)	\$ 148,000.00	\$ 148,000.00		
6	1	LS	C-102-5.1 Temporary Erosion Control	\$ 38,000.00	\$ 38,000.00		
7	1	LS	C-105-6.1 Mobilization (Maximum 5% of Total Bid)	\$ 470,000.00	\$ 470,000.00		
8	1,100	SY	P-101-5.1a Asphalt Pavement Section Removal (9")	\$ 9.00	\$ 9,900.00		
9	58,560	SY	P-101-5.1b Asphalt Pavement Section Removal (13")	\$ 10.00	\$ 585,600.00		
10	500	SY	P-101-5.2a Asphalt Pavement Repair	\$ 6.00	\$ 3,000.00		
11	50	SY	P-101-5.2b Concrete Pavement Repair	\$ 10.00	\$ 500.00		
12	70,610	SY	P-101-5.3a Cold Milling (3")	\$ 3.00	\$ 211,830.00		
13	4,810	SY	P-101-5.3b Variable Depth Milling	\$ 4.00	\$ 19,240.00		
14	170	LF	P-101-5.4 Removal of Pipe	\$ 40.00	\$ 6,800.00		
15	1	EA	P-101-5.5 Removal of Buried Structures	\$ 5,000.00	\$ 5,000.00		
16	25	EA	P-101-5.6 Removal of Fence Post Footings	\$ 350.00	\$ 8,750.00		
17	9	EA	P-101-5.7 Removal of Existing Tiedown Anchors	\$ 450.00	\$ 4,050.00		
18	3,240	CY	P-152-4.1 Unclassified Excavation	\$ 32.00	\$ 103,680.00		
19	2,100	CY	P-152-4.2 Unsuitable Excavation	\$ 66.00	\$ 138,600.00		
20	63,100	SY	P-152-4.3 Subgrade Preparation	\$ 4.00	\$ 252,400.00		



CITY OF EL PASO
PRICE TABULATION



BID TITLE: General Aviation Ramp Rehabilitation

SOLICITATION NO: 2024-0395

BID DATE: April 24, 2024

DEPARTMENT: El Paso International Airport

				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 1			
ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)		
21	1,670	SY	P-209-5.1a Crushed Aggregate Base Course (7")	\$ 26.00	\$ 43,420.00		
22	60,620	SY	P-209-5.1b Crushed Aggregate Base Course (9")	\$ 28.00	\$ 1,697,360.00		
23	13,660	TON	P-401-8.1a Asphalt Surface Course (4") (Two - 2" Lifts)	\$ 189.00	\$ 2,581,740.00		
24	1,620	TON	P-401-8.1b Asphalt Surface Course (2" Overlay)	\$ 192.00	\$ 311,040.00		
25	10,200	TON	P-401-8.1c Asphalt Surface Course (3" Overlay)	\$ 184.00	\$ 1,876,800.00		
26	850	TON	P-401-8.1c Asphalt Surface Course (1" Leveling)	\$ 187.00	\$ 158,950.00		
27	800	SY	P-501-8.1 Concrete Pavement (6")	\$ 104.00	\$ 83,200.00		
28	1	LS	P-620-5.1 Pavement Marking Coordination	\$ 38,000.00	\$ 38,000.00		
29	1,500	SF	P-620-5.2 Pavement Marking Removal	\$ 8.00	\$ 12,000.00		
30	170	LF	D-701-5.1 18 inch RCP (Class III)	\$ 124.00	\$ 21,080.00		
31	112	LF	D-701-5.2 36 inch RCP (Class IV)	\$ 219.00	\$ 24,528.00		
32	4	EA	D-701-5.3 Grate Inlet	\$ 18,500.00	\$ 74,000.00		
33	860	SY	D-754-5.1 Concrete Ditch Paving (6")	\$ 114.00	\$ 98,040.00		
Sum Total – Base Bid I (Line items 1-33)					\$ 9,432,868.00		



CITY OF EL PASO
PRICE TABULATION



BID TITLE: General Aviation Ramp Rehabilitation SOLICITATION NO: 2024-0395
BID DATE: April 24, 2024 DEPARTMENT: El Paso International Airport

				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 1			
ADDITIVE ALTERNATE 1:							
ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)		
1	1	LS	SS-120-3.2 Construction Safety and Security - AA1	\$ 64,000.00	\$ 64,000.00		
2	1,650	SY	SS-215-4.1 Recycled Asphalt Pavement (RAP) Millings (4")	\$ 5.00	\$ 8,250.00		
3	1	LS	SS-300-5.1 Lockout/Tagout and Constant Current Regulator Calibration Procedures	\$ 8,950.00	\$ 8,950.00		
4	15	EA	SS-301-5.5 Existing Base Mounted Edge Light, Removed	\$ 480.00	\$ 7,200.00		
5	1	LS	C-105-6.2 Mobilization (Maximum 5% of Total Bid) - AA1	\$ 23,000.00	\$ 23,000.00		
6	200	SY	P-101-5.2a Asphalt Pavement Repair	\$ 4.00	\$ 800.00		
7	11,600	SY	P-101-5.3c Cold Milling (4")	\$ 2.00	\$ 23,200.00		
8	2,700	TON	P-401-8.1a Asphalt Surface Course (4") (Two - 2" Lifts)	\$ 165.00	\$ 445,500.00		
9	2,000	LF	L-108-5.1 No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank, or Conduit	\$ 3.00	\$ 6,000.00		
10	2,000	LF	L-108-5.2 No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	\$ 5.00	\$ 10,000.00		
11	175	SY	L-110-5.1 Concrete Encased Electrical Conduit, 1-Way 2-inch C	\$ 59.00	\$ 10,325.00		
12	2,000	LF	L-110-5.7 Flowable Fill Encased Electrical Conduit, 1-Way 2-inch C	\$ 59.00	\$ 118,000.00		
13	2	EA	L-115-5.1 Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth	\$ 1,954.00	\$ 3,908.00		
14	20	EA	L-125-5.1 L-861T(L) Base Mounted Taxiway Edge Light, Installed in New Shoulder Pavement	\$ 2,396.00	\$ 47,920.00		
15	1	EA	L-125-5.2 L-858(L) Base Mounted, 3-Module Guidance Sign, Installed	\$ 7,720.00	\$ 7,720.00		
Sum Total Additive Alternate 1 (Line Items 1-15)					\$ 784,773.00		
Bid Bond				YES		N/A	
Amendments Acknowledged				YES		N/A	

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

2024-0395 General Aviation Ramp Rehabilitation
View List

	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	Amtek USA, Austin	Houston	TX
2	Broaddus & Associates	Austin	TX
3	Brock & Bustillos Inc.	El Paso	TX
4	ConstructConnect	Cincinnati	OH
5	Construction Reporter	Albuquerque	NM
6	Delegard Tool of Texas	Houston	TX
7	DEPENDABLE TOWING (Raul Fernandez DBA Dependable Towing)	El Paso	TX
8	Dodge Data & Analytics	Hamilton	NJ
9	DYER CYCLE	El Paso	TX
10	Elias Concrete Construction LLC	El Paso	TX
11	Filterbuy Incorporated	Talladega	AL
12	Garver	Fayetteville	AR
13	Hawk Construction	El Paso	TX
14	Horizone Construction 1 LTD	El Paso	TX
15	Jordan Foster Construction, LLC	El Paso	TX
16	LOI Engineers (LEC Engineering, Inc. dba LOI Engineers)	El Paso	TX
17	Lumacurve Airfield Signs	Macedonia	OH
18	Martinez Bros. Contractors, LLC	El Paso	TX
19	Mean Clean LLC	El Paso	TX
20	North America Procurement Council Inc., PBC	Grand Junction	CO
21	Parkhill (Parkhill, Smith & Cooper, Inc. dba Parkhill)	El Paso	TX
22	Paso-Tex Industries LLC	El Paso	TX
23	PMI Pavement Marking, LLC (Pavement Marking, LLC)	El Paso	TX
24	Precision MPI (MPI Machinery and Design LLC)	El Paso	TX
25	S&T Refrigeration	El Paso	TX
26	Texas EnviroBlast LLC	El Paso	TX
27	The Plant Room	El Paso	TX
28	Vellutini Corporation dba Royal Electric Company	Dallas	TX
29	Virtual Builders Exchange	San Antonio	TX
30	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	El Paso	TX

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- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Matthew Hardison
Business Name	Jordan Foster Construction, LLC
Agenda Item Type	N/A
Relevant Department	Infrastructure

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

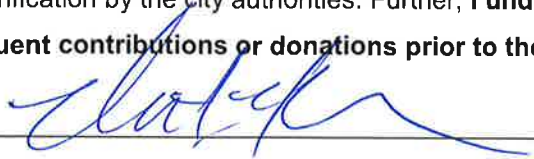
☒ I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:  Date: April 24, 2024



Legislation Text

File #: 24-864, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 5

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

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 2.3 - Increase public safety operational efficiency.

Award Summary:

Discussion and action on the award of Solicitation 2024-0291 Fire Station 38 to Dantex General Contractors, Inc., for a total estimated award of \$5,479,000.00. This contract will be used for the construction of the new Fire Station #38, which will be located within a complex and adjacent to the Eastside Regional Command Center (ERCC) at 14301 Pebble Hills Boulevard.

Department:	Capital Improvement
Award to:	Dantex General Contractors, Inc.
City & State:	El Paso, TX
Item(s):	All
Contract Term:	400 Consecutive Calendar Days
Base Bid I:	\$5,479,000.00
Total Estimated Award:	\$5,479,000.00
Account(s):	190-4820-29090-580270-PCP20FDSTATIO38
Funding Source(s):	2019 Public Safety Bond
District(s):	5

This was a Competitive Sealed Proposal Procurement lump sum contract

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

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

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

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

AGENDA DATE: July 2, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Yvette Hernandez, City Engineer, (915) 212-1860
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: 5

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 Solicitation 2024-0291 Fire Station 38 to DANTEX GENERAL CONTRACTORS, INC., for a total estimated award of \$5,479,000.00

BACKGROUND / DISCUSSION:

The voters of the City of El Paso approved a Public Safety Bond measure in November 2019. Key elements of the bond program are new and/or renovated safety facilities. With the rapid growth on the east side of El Paso, an additional fire station is necessary. The new Fire Station #38 will be located within a complex and adjacent to the Eastside Regional Command Center (ERCC) at 14301 Pebble Hills Blvd., Building B.

SELECTION SUMMARY:

Solicitation was advertised on February 20, 2024 and February 27, 2024. The solicitation was posted on City website on February 20, 2024. There was a total of twenty-five (25) views online; three (3) proposals were received; two (2) from local suppliers.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$5,479,000.00

Funding Source: 2019 Public Safety Bond

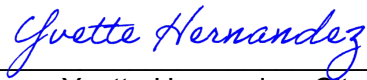
Account: 190-4820-29090-580270- PCP20FDSTATIO38

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Yvette Hernandez, City Engineer

Project Form
Competitive Sealed Proposal

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council of July 2, 2024.

STRATEGIC GOAL 2 – Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection 2.3 – Increase public safety operational efficiency

Award Summary:

Discussion and action on the award of Solicitation 2024-0291 Fire Station 38 to Dantex General Contractors, Inc., for a total estimated award of \$5,479,000.00. This contract will be used for the construction of the new Fire Station #38, which will be located within a complex and adjacent to the Eastside Regional Command Center (ERCC) at 14301 Pebble Hills Boulevard.

Department:	Capital Improvement
Award to:	Dantex General Contractors, Inc.
City & State:	El Paso, TX
Item(s):	All
Contract Term:	400 Consecutive Calendar Days
Base Bid I:	\$5,479,000.00
Total Estimated Award:	\$5,479,000.00
Account(s):	190-4820-29090-580270-PCP20FDSTATIO38
Funding Source(s):	2019 Public Safety Bond
District(s):	5

This was a Competitive Sealed Proposal Procurement lump sum contract

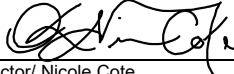
The Purchasing & Strategic Sourcing Department and Capital Improvement recommend award as indicated to Dantex General Contractors, Inc. the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET
Fire Station 38
Solicitation No. 2024-0291

Evaluation Factors	Maximum Points	Dantex General Contractors	Jaynes Corporation of Texas	LDCM Solutions, LLC
	35	34.08	28.82	35.00
Factor B - Offeror's Experience and Reputation	10	9.00	8.90	8.07
Factor C - Offeror's Project Planning and Scheduling for this Project	30	24.40	24.00	13.80
Factor D - Quality of Offeror's Goods and Services	10	7.43	8.06	6.20
Factor E - Offeror's Project Safety Program	10	7.80	7.93	5.90
Factor F – Proposed Key Personnel	5	3.62	4.80	3.37
Total Points	100	86.33	82.51	72.34
Ranking		1	2	3

APPROVED:  5/1/2024
 Managing Director/ Nicole Cote Date

APPROVED:  5/2/24
 City Engineer/Yvette Hernandez Date



City of El Paso Bid Tabulation



BID TITLE: Fire Station 38

BID NO: 2024-0291

BID DATE: March 27, 2024

DEPARTMENT: Capital Improvement

	Dantex General Contractors, Inc. El Paso TX. Bidder 1 of 3	Jaynes Corporation of Texas Albuquerque, NM Bidder 2 of 3	LDCM Solutions, LLC El Paso, TX Bidder 3 of 3	
Sum Total Base Proposal	\$5,479,000.00	\$6,479,000.00	\$5,335,000.00	
AMENDMENTS ACKNOWLEDGED:	YES	YES	YES	
BID BOND:	YES	YES	YES	

Views List 2024-0291 Fire Station 38

<u>No.</u>	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	Dantex General Contractors	El Paso	TX
2	Jaynes Corporation of Texas	El Paso	TX
3	LDCM Solutions LLC	El Paso	TX
4	ASC General Contractors	El Paso	TX
5	Banes General Contractors, Inc.	El Paso	TX
6	BELLA IRRIGATION, LLC	El Paso	TX
7	ConstructConnect	Cincinnati	OH
8	Construction Reporter	Albuquerque	NM
9	Desert Contracting LLC	El Paso	TX
10	Elias Concrete Construction LLC	El Paso	TX
11	GarCom, Inc.	El Paso,	TX
12	gst manufacturing	haltom city	TX
13	Keystone GC, LLC	EL PASO	TX
14	Longhorn Distributing (Loren Hodges & Son's Inc.)	El Paso	TX
15	North America Procurement Council Inc., PBC	Grand Junction	CO
16	Possible Missions, Inc.	Houston	TX
17	Premier Food Group, LLC (Premier Food Group)	Thibodaux	LA
18	QTO SOLUTIONS	Los Angeles	CA
19	Quantum Solar Power	El Paso	TX
20	Refrigeration Express (AS General Contractors LLC)	El Paso	TX
21	Rexcel Coatings Corporation	El Paso	TX
22	Shelby Distributions	El Paso	TX
23	The PlanIt Room	El Paso	TX
24	Vertex Contractors, LLC.	San Elizario	TX
25	Virtual Builders Exchange	San Antonio	TX

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	<u>Tyler Daniels</u>
Business Name	<u>Dantex General Contractors, Inc.</u>
Agenda Item Type	<u>Contract Award</u>
Relevant Department	<u>Capital Improvement</u>

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: _____

Date: _____

06/11/2024



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-874, 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

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 authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and Professional Service Industries, Inc., a Delaware, USA, corporation authorized to transact business in Texas, for a project known as "El Paso Public Safety and Fire Department Headquarters and Vehicle Maintenance and Logistics Center Project" for an amount not to exceed \$744,720.30; 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 \$844,720.30; 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: 7/2/2024

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL: 2: Set the Standard for a Safe and Secure City
SUBGOAL 2.3: Increase Public Safety Operational Efficiency

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Professional Service Industries, Inc., a Delaware, USA, corporation authorized to transact business in Texas, for a project known as "El Paso Public Safety and Fire Department Headquarters and vehicle maintenance and Logistics Center Project" for an amount not to exceed \$744,720.30; 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 \$844,720.30; 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 & material testing services for the El Paso Public Safety and Fire Department Headquarters and Vehicle Maintenance and Logistics Center project that was approved as part of the 2019 Public Safety Bond. These facilities will consist of a Fire Department administration headquarters, fire vehicle maintenance and logistics center, fire training academy, fire apparatus and vehicle storage, police training academy, indoor shooting range, a shared Emergency Vehicle Operations Center (EVOC) pad, running track, gymnasium, weight room and locker rooms. Supplemental facilities will consist of a residential fire training structure, commercial fire training structure, and a Hogan's Alley. In addition to these facilities, the overall site is to be developed for the future addition of the Police Department Headquarters for a seamless expansion. This project will be executed through a Design-Build (DB) contracting approach to emphasize efficiency and collaboration.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$744,720.30 – Community Progress Bond

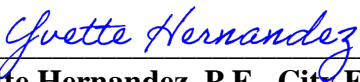
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

Revised 04/09/2021

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:


Yvette Hernandez, P.E., City Engineer

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, USA, corporation authorized to transact business in Texas, for a project known as “El Paso Public Safety and Fire Department Headquarters and vehicle maintenance and Logistics Center Project” for an amount not to exceed \$744,720.30; 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 \$844,720.30; 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.

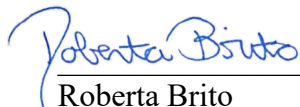
CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine
City Clerk


APPROVED AS TO FORM:



Roberta Brito

Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department



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

EVALUATION COMMITTEE SCORESHEET SUMMARY				
SOLICITATION #2024-0438R				
GEOTECHNICAL & MATERIAL TESTING SERVICES FOR THE EL PASO PUBLIC SAFETY AND FIRE DEPARTMENT HEADQUARTERS AND VEHICLE MAINTENANCE AND LOGISTICS CENTER PROJECT				
CONSULTANT	CQC	PSI	TERRACON	WSP
Rater 1	89	88	84	86
Rater 2	77	76	74	76
Rater 3	76	82	74	83
Total Rater Scores	242	246	232	245
References	10	9.7	9.9	9.9
Overall Score:	252	255.7	241.9	254.9

Rankings	Consultant
1	PSI
2	WSP
3	CQC
4	TERRACON

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
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, USA, 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 “El Paso Public Safety and Fire Department Headquarters and Vehicle Maintenance and Logistics Center Project”, hereinafter referred to as the **“Project”**, as further described in **Attachment “A”**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed \$744,720.30 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 \$78,000,000.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

- 4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.
- 4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.
- 4.3 TERMINATION.** This Agreement may be terminated as provided herein.
- 4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
- 4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS’ COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner.

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

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

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

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

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

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

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

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

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

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the

Regulations.

- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and

design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
Attn: City Engineer
P. O. Box 1890
El Paso, Texas 79950-1890

To the Consultant: PROFESSIONAL SERVICE INDUSTRIES, INC.
Ruben Barrientos Jr.
5044 Doniphan Drive - Building D
El Paso, Texas 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

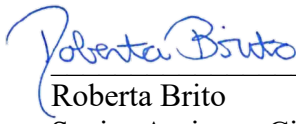
not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

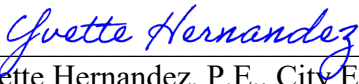
Cary Westin
City Manager

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 **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: Branch Manager

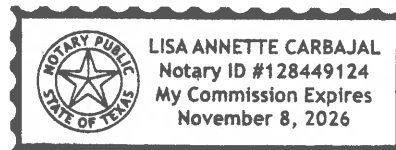
ACKNOWLEDGEMENT

THE STATE OF Texas §COUNTY OF El Paso §

This instrument was acknowledged before me on this 14th day of June, 2024,
by Ruben Barrientos Jr, Branch Manager, on behalf of Consultant.


Notary Public, State of Texas

My commission expires:

November 8, 2026

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT “A” SCOPE OF SERVICES

This contract will be used for geotechnical and materials testing services for the El Paso Public Safety and Fire Department Headquarters and Vehicle Maintenance and Logistics Center. Project specification is as follows:

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 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, number of invoices paid, total amount of purchase order and report failures.
- 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 of failed tests.
- Provide virtual depository to host all testing reports.
- 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
- Bolt Inspections
- Ultrasonic Testing of Welds

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:

- Work in conjunction with the Capital Improvement Department and project team to successfully resolve issues.
- Implement 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**



Proposal Number: 0625-426097
May 17, 2024

Professional Service Industries, Inc.
5044 Doniphan Drive, Building D
El Paso, TX 79932
Phone: (915) 584-1317

Ms. Karla Mota
CID Project Manager
Capital Improvement Department
218 N. Campbell St., 2nd Floor
El Paso, Texas 79901
MotaKE@elpasotexas.gov

Re: Construction Materials Testing and Observation Proposal
El Paso Public Safety Academy
Martin Luther King Hr. Blvd, El Paso, Texas

Dear Ms. Mota:

Professional Service Industries, Inc. (PSI) is pleased to have been selected on the basis of qualifications in accordance with the Professional Services Procurement Act, Article 2254.004 of the Texas Government Code to provide Construction Materials Testing and Observation Services on the project referenced above. In accordance with that act, we are now submitting our proposed fee schedule as the second step of the negotiation phase of the contracting process.

PSI has the technical capabilities, personnel and equipment resources, and local expertise to provide you with superior testing and observation services. We are consistently ranked by Engineering News Record magazine as one of the nation's largest consulting engineering firms and PSI is considered the leading firm of our type in the engineering and construction industry. PSI has licensed, registered, and certified professionals, and offers the comfort of using one of America's largest and respected engineering companies.

PSI El Paso carries and has maintained the following accreditations and validations since 2007: AASHTO Materials Reference Laboratory (AMRL), Cement and Concrete Reference Laboratory (CCRL), and U.S Army Corps of Engineers (USACE).

PSI proposes to provide experienced, technical personnel to perform testing services as requested in general accordance with project specifications. PSI has not reviewed the project specifications in preparation of this proposal. We have attached our "Anticipated Scope of Services and Proposal Assumptions". We propose to accomplish the work on a unit fee basis in accordance with our anticipated scope of services and assumptions, and the unit rates provided in the Rate Table below. All our work will be performed pursuant to the PSI General Conditions which are incorporated herein and made a part of this proposal. PSI's fees will be determined by the actual amount of technical time and materials expended on the project and the amount of laboratory testing performed. Our proposed services are for the typical Quality Control Services and do not include "Special Inspections" indicated in the Scope of Services. If requested, PSI will be pleased to prepare a proposal for Special Inspection Services. Special Inspection Services may be provided for the owner or the owner's representative. However, the Building Code specifically excludes the performance of Special Inspections as an agent for the contractor.





Special Inspection Services may be provided for the owner or the owner's representative. However, the Building Code specifically excludes the performance of Special Inspections as an agent for the contractor.

Please note that the fees for our services are directly related to the contractor's schedule, the quantity of service requests, the quantity and frequency of failed tests / retests, construction delays and other issues outside the control of PSI. We will work with your firm in order to control the budget for our services; however, invoices will be based on the actual service request.

Construction Hive™ is the primary report distribution platform used by PSI to provide a better experience to our clients. After you have established a project and obtained a password, you will have 24-hour access to your reports on this website from any internet enabled device with a web browser. Construction Hive™ has powerful report viewing, retrieval and searching capabilities that allow you to find the information you are looking for faster and with greater ease. An administrative fee may be assessed to accommodate other methods of report distribution.

This proposal includes our services to observe, test and report on the construction activities listed below. Please note that our services will be performed on an intermittent, call-out, as requested basis. This proposal does not include full time (continuous) on-site observation services. Scheduling will be the responsibility of our client's designated representative. Requests for services must be coordinated prior to the close of the business day preceding the requested activity. A management fee may be assessed to accommodate service requests that are not submitted prior to the close of the preceding business day.

We look forward to providing our services during construction of the above referenced project. Please do not hesitate to contact our office with any questions or concerns.

Respectfully submitted,

Professional Service Industries, Inc.

Ruben Barrientos, Jr., PE
Branch Manager

Salvador Borrego, Jr.
Project Manager

Attachments: Anticipated Scope of Services and Proposal Assumptions & Rate Table
 PSI General Notes
 Project Data Sheet

Proposal Acceptance	
Date:	Agreed to this _____ day of _____, 2024
Signature:	
Printed Name:	
Title:	
Firm:	



Anticipated Scope of Services and Proposal Assumptions	
Construction Documents	<ol style="list-style-type: none">1. PSI did not have a set of design drawings or project specifications during preparation of this proposal.2. PSI did not have a statement of special inspections during preparation of this proposal.3. PSI did not have a construction schedule during preparation of this proposal.4. Provided Documents: Bridging Documents Dated 02/24/2023 and Terracon Geotechnical Considerations Report Dated 06/16/2022.
Earthwork	<ol style="list-style-type: none">1. Assumed in-place moisture density gauge testing for structural areas estimated at 1 test per lift for every 2,500 sqft, with minimum of 2 per trip.2. Assumed in-place moisture density gauge testing for utilities estimated at 1 test per 100 LF per 8" loose lift, with minimum of 2 per trip.3. Crushed Aggregate Base Course: Assumed in-place moisture density gauge testing estimated at 1 test per lift for every 5,000 sqft, with minimum of 2 per trip.
Concrete	<ol style="list-style-type: none">1. Assumed to cast 1 set of 5, 4-inch by 8-inch concrete test cylinders for every 50 cubic yards of each specified class of concrete mixture or daily fraction thereof. 1 set per placement minimum.
Masonry	<ol style="list-style-type: none">1. Testing Frequency: One set of tests for each 5000 sq. ft. (464 sq. m) of wall area or portion thereof or daily fraction thereof.2. Mortar: For each mix provided, according to ASTM C 780.3. Grout Test: For each mix provided, according to ASTM C 1019.
Structural Steel	<ol style="list-style-type: none">1. Bolted and Welded Connections: Assumed a visual inspection shall be made of all welded and bolted connections.
Asphalt	<ol style="list-style-type: none">1. Assumed 1 bulk sample per daily placement or fraction thereof for laboratory testing.

**Anticipated Construction Materials Testing & Observation Services****Project: El Paso Public Safety Academy**

	Unit	Quantity	Unit Price	Item Total
Soils & Asphalt Testing and Observation				
Site Preparation				
Engineering Technician (In-place Density Testing) – Item No.3	Per Hour	594	\$65.00	\$38,610.00
Laboratory Moisture Density Relationship – Item No.6	Each	16	\$280.00	\$4,480.00
Atterberg Limit Determination – Item No.9	Each	16	\$120.00	\$1,920.00
Sieve Analysis including Percent Passing No. 200 Sieve – Item No.8	Each	16	\$155.00	\$2,480.00
Sample Pick-up (To obtain soil samples prior to request for density testing)– Item No.1	Per Hour	16	\$65.00	\$1,040.00
Transportation Charge – Item No.57	Per Trip	72	\$50.00	\$3,600.00
Admin/Clerical – Item No.54	Per Hour	180	\$71.69	\$12,904.20
Asphalt Pavement				
Engineering Technician (Asphalt Sampling and Testing) – Item No.26	Per Hour	90	\$65.00	\$5,850.00
Marshall Value – Item No.28	Per Sample	10	\$252.00	\$2,520.00
Extraction and Gradation – Item No.29	Per Sample	10	\$247.00	\$2,470.00
Rice – Item No.30	Per Sample	10	\$152.00	\$1,520.00
Asphalt Cores (Thickness, Voids, Density) – Item No.31	Each	0	\$75.00	\$ 0.00
Transportation Charge – Item No.57	Per Trip	10	\$50.00	\$ 500.00
Admin/Clerical – Item No.54	Per Hour	5	\$71.69	\$ 358.45
Sub-Total				\$78,252.65
Concrete and Masonry Testing and Observation				
Foundation/Slab-on-Grade, Elevated Slabs, Sitework				
Engineering Technician (Concrete Sampling and Testing) – Item No.16	Per Hour	2150	\$65.00	\$139,750.00
Concrete Cylinders (Cured and/or Tested in Compression) – Item No.18	Each	2500	\$30.00	\$75,000.00
Grout Compressive Strength – Item No.19	Each	200	\$30.00	\$6,000.00
Mortar Compressive Strength – Item No.20	Each	300	\$30.00	\$9,000.00
Specimen Recovery – Item No.14	Per Hour	375	\$65.00	\$24,375.00
Transportation Charge – Item No.57	Per Trip	375	\$50.00	\$18,750.00
Admin/Clerical – Item No.54	Per Hour	190	\$71.69	\$13,621.10
Sub-Total				\$286,496.10
Structural, Engineering & Technical Services				
Structural Inspection				
Welding /Bolting Inspection (CWI) – Item No.55	Per Hour	792	\$135.00	\$106,920.00
Welding Inspection (UT/MT) – Item No.56	Per Hour	405	\$150.00	\$60,750.00
Fireproofing Inspection – Item No.55	Per Hour	680	\$135.00	\$91,800.00
Concrete Construction Special Inspector (Reinforcing Steel Inspections) – Item No.53	Per Hour	480	\$96.40	\$46,272.00
Transportation Charge – Item No.57	Per Trip	389	\$50.00	\$19,450.00
Admin/Clerical – Item No.54	Per Trip	195	\$71.69	\$13,979.55
Technical Services				
Project Manager – Item No.49	Per Hour	180	\$160.00	\$28,800.00
Senior Registered Professional Engineer – Item No.47	Per Hour	60	\$200.00	\$12,000.00
Sub-Total				\$379,971.55
Construction Materials Testing and Observation Estimated Total				\$744,720.30



PSI General Notes

1. Unit prices/rates are in effect for the duration of this contract.
2. Services not included may be quoted upon request.
3. Testing is conducted in general accordance with ASTM procedure and project specifications.
4. All hourly testing will be on a portal to portal basis from 5044 Doniphan Dr., El Paso, TX, 79932.
5. The minimum billing increment for time is the full hour.
6. A minimum charge of 3 hours applies to field testing and observation services, and sample pick up
7. Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 2-hour charge.
8. Overtime rates will be applicable for services performed before 7:00am and after 5:00pm, over 8 hours per day Monday through Friday and for all hours worked on Saturdays, Sundays and holidays unless prior arrangements have been made and are agreed upon by the client and PSI Project Manager. The overtime rate will be 1.5 times the applicable unit rate. Services performed on Sundays and Holidays will be invoiced at 2 times the applicable hourly rate. Surcharges for laboratory services during overtime hours or for expedited results may apply (these surcharges will be 1.5 times the applicable unit rate). The minimum billing increment for overtime is the full hour.
9. Admin/Clerical to input and draft reports will be billed at a minimum of 0.3 hours per report issued.
10. Project Manager to schedule and supervise personnel and evaluate and review reports will be billed at a minimum of 0.3 hours per report issued.
11. Invoices will be billed monthly. Invoices will be mailed on or about the third business day after the month to which services were rendered.
12. Concrete test cylinder sizes will be in accordance with ASTM C31 and ACI 318.
13. ACI 301-10 section 1.6.2.2.d, states that the contractor is responsible for "[providing] space and source of electrical power on the project site for facilities to be used for initial curing of concrete test specimens as required by ASTM C31/C31M, for the sole use of the Owner's quality assurance testing agency." PSI understands the term "space" to mean "an environmentally controlled and secure space" for initial curing in the field, and the contractor is required to provide electricity and security of the space. Accordingly, this proposal does not include provisions or the associated fee for PSI to provide this service. The initial curing box can be provided by PSI at the project site for additional fees which shall include the daily rental cost and associated mobilization cost of the curing box. In the event the curing box is stolen or damaged as the site security is the responsibility of the contractor, PSI shall invoice our client the cost of the same at cost plus 10%

UFS Unit Fee Schedule 10% Profit Margin
Firm Name **Professional Service Industries, Inc. (PSI)**

		Unit	Unit Cost (\$/ea)	Description
Item #	Soils - Field and Laboratory testing			
1	Engineering Technician (Sample Pick Up)	Hour	\$65.00	Hourly rate, does not include Trip, Admin/Clerical or Project Manager Time
2	Engineering Technician (Sample Pick Up) Overtime	Hour	\$97.50	Hourly rate, does not include Trip, Admin/Clerical or Project Manager Time
3	Engineering Technician (In-Place Density Testing)	Hour	\$65.00	Hourly rate to include nuclear gauge equipment, unlimited number of tests while onsite. Does not include Trip, Admin/Clerical or Project Manager Time
4	Engineering Technician (In-Place Density Testing) Overtime	Hour	\$97.50	Hourly rate to include nuclear gauge equipment, unlimited number of tests while onsite. Does not include Trip, Admin/Clerical or Project Manager Time
5	Density of Soils by Sand Cone Method - 2 test	Each	\$85.00	Cost per test. Sampling time separate.
6	Moisture-Density Curve (proctor) ASTM D698/D1557	Each	\$280.00	Cost per test. Sampling time separate.
7	Rock correction for proctor	Each	\$70.00	Requires sieve analysis to document need for rock correction.
8	Particle Size	Each	\$155.00	Cost per test. Sampling time separate.
9	Atterberg Limits Testing	Each	\$120.00	Cost per test. Sampling time separate.
10	Moisture content	Each	\$37.00	Cost per test. Sampling time separate.
11	Specific gravity	Each	\$136.00	Cost per test. Sampling time separate.
12	LA Abrasion	Each	\$435.00	Cost per test. Sampling time separate.
13	Soil Classification - Sieve analysis and Atterberg Limits	Each	\$275.00	Cost per test. Sampling time separate.
	Concrete - Field and Laboratory Testing			
14	Engineering Technician (Specimen Recovery)	Hour	\$65.00	Hourly rate. Does not include Specimens, Trip, Clerical or Project Manager Time
15	Engineering Technician (Specimen Recovery) Overtime	Hour	\$97.50	Hourly rate. Does not include Specimens, Trip, Clerical or Project Manager Time
16	Engineering Technician (Concrete Sampling and Testing)	Hour	\$65.00	Hourly rate. Does not include Specimens, Trip, Clerical or Project Manager Time
17	Engineering Technician (Concrete Sampling and Testing) Overtime	Hour	\$97.50	Hourly rate to include concrete testing equipment. Does not include Specimens, Trip, Clerical or Project Manager Time
18	Concrete Cylinders (Cured and/or Testing in Compression)	Per Specimen	\$30.00	Each set cast requires a minimum of 5 specimens. Rate includes air entrainment, slump and temperature. Does not include Admin/Clerical or Project Manager Time.
19	Grout Prisms (Cured and/or Testing in Compression)	Per Specimen	\$30.00	Each set cast requires a minimum of 6 specimens. Rate includes air entrainment, slump and temperature. Does not include Admin/Clerical or Project Manager Time.
20	Mortar Cubes (Cured and/or Testing in Compression)	Per Specimen	\$30.00	Each set cast requires a minimum of 6 specimens. Rate includes air entrainment, slump and temperature. Does not include Admin/Clerical or Project Manager Time.
21	Concrete Cores (Tested in Compression)	Per Specimen	\$35.00	Cost per test, travel time, equipment or sampling not included. Does not include Admin/Clerical or Project Manager Time.
22	Concrete Beams (Cured and/or Testing in Compression)	Per Specimen	\$75.00	Each set cast requires a minimum of 2 specimens. Rate includes air entrainment, slump and temperature. Does not include Admin/Clerical or Project Manager Time.
23	Concrete Mix Design	Per Design	\$6,300.00	Cost is fully loaded and includes sampling and travel time within City limits, technician time, vehicle, equipment, report, clerical and review time
24	Schmidt hammer	Day	\$190.00	Cost per day for equipment only, technican time separate.
25	Windsor probe	Each	\$866.00	Cost per location tested, assumes 3 probes per location, fully loaded rate.

	Asphalt - Field and Laboratory Testing			
26	Engineering Technician (Asphalt Testing and Sampling)	Hour	\$65.00	Hourly rate to include nuclear gauge equipment, unlimited number of density tests while onsite. Does not include Trip, Clerical or Project Manager Time
27	Engineering Technician (Asphalt Testing and Sampling) Overtime	Hour	\$97.50	Hourly rate to include nuclear gauge equipment, unlimited number of density tests while onsite. Does not include Trip, Clerical or Project Manager Time
28	Marshall Value	Each	\$252.00	Cost per test. Does not include Clerical or Project Manager Time
29	Extraction and Gradation	Each	\$247.00	Cost per test. Does not include Clerical or Project Manager Time
30	Rice	Each	\$152.00	Cost per test. Does not include Clerical or Project Manager Time
31	Asphalt Core (Voids/Density/Thickness)	Per Core	\$75.00	Cost per core, Does not include coring crew, machine, generator, reporting and travel.
32	Coring Crew	Hour	\$130.00	2-Man Crew for Operating Machine
33	Asphalt Coring Machine	Per Day	\$250.00	Includes vehicle, drill bit and generator
	Geotechnical Drilling and Field Services			
34	Mobilization of Drill Rig	Per Trip	\$500.00	Rate for project with City of El Paso Limits
35	Drill Crew Mobilization	Hour	\$130.00	Hourly Rate for Travel for 2-Man Crew
36	Auger Drilling and Sampling (0-50)	Per Foot	\$20.00	Includes SPT Test
37	Auger Drilling and Sampling (50-100)	Per Foot	\$25.00	Includes SPT Test
38	Rock Coring (0-50)	Per Foot	\$52.00	Does not include air compressor
39	Rock Coring (50-100)	Per Foot	\$78.00	Does not include air compressor
40	Down the Hole Hammer Drilling (0-50)	Per Foot	\$40.00	Does not include air compressor
41	Down the Hole Hammer Drilling (50-100)	Per Foot	\$60.00	Does not include air compressor
42	Private Utility Locate	Day	\$2,000.00	If needed for soil test borings
43	Pavement Coring with Drill Rig (up to 10" Dia)	Each	\$175.00	Using drill rig for soil borings performed in asphalt and concrete areas
44	Grouting of Soil Test Borings with Flowable fill or Portland Cemen	Per Foot	\$10.00	If backfill of borings with soil cuttings not permitted
45	Air Compressor	Day	\$450.00	Equipment Needed for Rock Coring
	Professional Services			
	Labor Category			
46	Principal	Hour	\$222.47	Hourly rates to be used for report review, scheduling, geotechnical studies and city requested meetings/tasks.
47	Senior Registered Professional Engineer	Hour	\$200.00	
48	Registered Professional Engineer	Hour	\$175.00	
49	Project Manager	Hour	\$160.00	
50	Engineer in Training (EIT)	Hour	\$117.42	
51	Graduate Engineer	Hour	\$106.29	
52	Level 4 Staff Engineer/Geologist/Specialist	Hour	\$143.37	
53	Special Inspector (Reinforcing Steel and Post Tension)	Hour	\$96.40	
54	Admin/Clerical	Hour	\$71.69	Standard for routine reporting efforts
55	Welding Inspector - Visual (CWI)	Hour	\$135.00	Standard inspection, does not include equipment. Equipment rates to be agreed to prior to initiation of services on a per project basis.
56	Welding Inspector - Ultra Sonic/Magnetic Particle	Hour	\$150.00	Standard inspection, does not include equipment. Equipment rates to be agreed to prior to initiation of services on a per project basis.

	Miscellaneous			
57	Trip Charge	Per Trip	\$50.00	Includes vehicle within city limits for asphalt, soil and concrete sampling or recovery.
58	2 WD Vehicle	Day	\$87.45	for services not covered in above rate or otherwise negotiated with the City
59	4 WD Vehicle	Day	\$99.11	for services not covered in above rate or otherwise negotiated with the City
60	Printing, 8 1/2 x 11 B&W	Page	\$0.10	Cost for additional copies or those costs not covered in above fully loaded units.
61	Printing, 8 1/2 x 11 Color	Page	\$0.25	Cost for additional copies or those costs not covered in above fully loaded units.
62	Other costs	TBD	Cost+ 10%	all other costs to be negotiated with City prior to use
63	Overtime markup	Percent	50.0%	Only for City PM approved overtime. Must be accompanied by written authorization and backup that OT work was conducted.
64	Markup for outside services not included in this contract	Percent	10.0%	Outside contracted services, cannot be used for testing units listed above.

- PSI General notes
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 7. Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 2-hour charge
 8. Overtime rates will be applicable for services performed before 7:00am and after 5:00pm, over 8 hours per day Monday through Friday and for all hours worked on Saturdays, Sundays and holidays unless prior arrangements have been made and are agreed upon by the client and PSI Project Manager. The overtime rate will be 1.5 times the applicable unit rate. Services performed on Sundays and Holidays will be invoiced at 2 times the applicable hourly rate. Surcharges for laboratory services during overtime hours or for expedited results may apply (these surcharges will be 1.5 times the applicable unit rate). The minimum billing increment for overtime is the full hour.
 9. Admin/Clerical to input and draft reports will be billed at a minimum of 0.3 hours per report issued.
 10. Project Manager to schedule and supervise personnel and evaluate and review reports will be billed at a minimum of 0.3 hours per report issued.
 11. Invoices will be billed monthly. Invoices will be mailed on or about the third business day after the month to which services were rendered.
 12. Concrete test cylinder sizes will be in accordance with ASTM C31 and ACI 318.

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “**EL PASO PUBLIC SAFETY AND FIRE DEPARTMENT HEADQUARTERS AND VEHICLE MAINTENANCE AND LOGISTICS CENTER PROJECT**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.

The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval

- authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
 6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a “punch list” of minor deficiencies to be corrected prior to final payment to the construction contractor. The “**punch list**” shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) “record” drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"

PAYMENT SCHEDULE

For the project known as **"EL PASO PUBLIC SAFETY AND FIRE DEPARTMENT HEADQUARTERS AND VEHICLE MAINTENANCE AND LOGISTICS CENTER PROJECT"**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$744,720.30** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

Payment to Consultant

The compensation for each task described in attachment "B". Payment shall be made on a monthly basis after completion of each task. The owner shall make payments upon presentation of the Consultant's Detailed invoice and accompanying summary and progress report and 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 September 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

Page 1 of 2

DATE (MM/DD/YYYY)
05/10/2024

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: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com																					
INSURED Professional Service Industries, Inc. 5044 Doniphan Dr Building D El Paso, TX 79932	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>QBE Insurance Corporation</td><td>39217</td></tr><tr><td>INSURER B:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER C:</td><td>American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER D:</td><td>QBE Specialty Insurance Company</td><td>11515</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	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:		
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INSURER D:	QBE Specialty Insurance Company	11515																				
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** W33539068**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CGA1407408	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 <input checked="" type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC 7296412-03 (AOS)	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 HOLDERCity of El Paso
218 N. Campbell, 2nd Floor
El Paso, TX 79901**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 25857370

BATCH: 3457171

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: _____



Legislation Text

File #: 24-875, 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

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 authorizing the City Manager to sign an Agreement for Professional Services by and between the City Of El Paso and Dekker, LLC, a Texas Company, for a project known as "Architect and Engineering Services For The El Paso Police Department Headquarters" for an amount not to exceed \$4,058,587.00; 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 \$4,158,587.00; 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: 7/2/2024

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL: 2: Set the Standard for a Safe and Secure City
SUBGOAL 2.3: Increase Public Safety Operational Efficiency

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City Of El Paso and Dekker, L.L.C., a Texas Company, for a project known as "Architect and Engineering Services For The El Paso Police Department Headquarters" for an amount not to exceed \$4,058,587.00; 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 \$4,158,587.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

This contract is for Architect and Engineering services for the El Paso Police Department Headquarters project that was approved as part of the 2019 Public Safety Bond. This project consists of a 100,000 square feet facility that will be situated with close proximity to the Public Safety Academy. The facility will house executive PD staff and multiple specialized departments such as the Special Operations Bureau, Strategic Planning and Auxiliary Services, and Investigations Bureau which assume a pivotal role in fortifying the department's strategic posture. Administrative departments such Human Resources will also be included in the facility, cultivating a culture of professional development and well-being.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$4,058,587.00 – Community Progress Bond

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

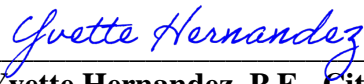
PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: N/A

Revised 04/09/2021

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

DEPARTMENT HEAD:



Yvette Hernandez, P.E., City Engineer

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Dekker, L.L.C., a Texas Company, for a project known as “Architect And Engineering Services For The El Paso Police Department Headquarters” for an amount not to exceed \$4,058,587.00; 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 \$4,158,587.00; 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.

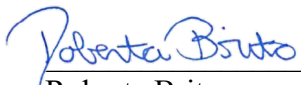
CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

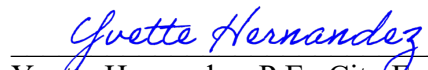
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department



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

EVALUATION COMMITTEE SCORESHEET SUMMARY															
SOLICITATION #2024-0351R															
ARCHITECT & ENGINEERING SERVICES FOR THE EL PASO POLICE DEPARTMENT HEADQUARTERS															
Consultant	ALVIDREZ	ARCHITECTS DESIGN GROUP	ASA ARCHITECTS	BRINKLEY SARGENT WIGINTON	BRW ARCHITECTS	COUNTRYMAN	DECKER PERICH SABATINI	EXIGO	HUITT ZOLLARS	INSITU	MATERIA ARCHITECTURE STUDIOS	MIJARES MORA	MNK ARCHITECTS	PARKHILL	WAINRIGHT & DALBIN
Rater 1	69	74	69	63	75	80	71	78	72	73	48	56	71	73	63
Rater 2	71	82	77	87	52	77	86	75	65	75	60	83	77	57	63
Rater 3	62	71	68	67	74	79	70	76	71	70	52	64	70	72	62
Rater 4	49	79	61	77	45	70	81	72	75	70	54	72	79	71	62
Rater 5	70	80	74	88	56	75	88	81	69	83	57	88	89	59	54
Total Rater Scores	321	386	349	382	302	381	396	382	352	371	271	363	386	332	304
References	3.3	9.9	3.3	9.9	2.7	10	6.3	3	3.3	3.3	0	9.9	3.3	2.8	6.2
Overall Score:	324.3	395.9	352.3	391.9	304.7	391	402.3	385	355.3	374.3	271	372.9	389.3	334.8	310.2

Rankings	Consultant
1	DECKER PERICH SABATINI
2	ARCHITECTS DESIGN GROUP
3	BRINKLEY SARGENT WIGINTON
4	COUNTRYMAN
5	MNK ARCHITECTS

Rankings	Consultant
6	EXIGO
7	INSITU
8	MIJARES MORA
9	HUITT ZOLLARS
10	ASA ARCHITECTS

Rankings	Consultant
11	PARKHILL
12	ALVIDREZ
13	WAINRIGHT & DALBIN
14	BRW ARCHITECTS
15	MATERIA ARCHITECTURE STUDIOS

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
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 Dekker, LLC, a Texas company, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO POLICE DEPARTMENT HEADQUARTERS”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the

performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$4,058,587.00** 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 \$60,990,000.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

- 4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.
- 4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.
- 4.3 TERMINATION.** This Agreement may be terminated as provided herein.
- 4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
- 4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS’ COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner.

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

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

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

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

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

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

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

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

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

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

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment

practices when the contract covers a program set forth in Appendix B of the Regulations.

- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control

and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the

Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	DEKKER, LLC Kurt Morton 108 S Stanton Street El Paso, Texas 79901
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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.

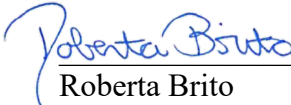
7.15 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity 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:

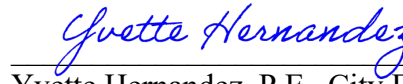
Cary Westin
City Manager

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 **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on the following page)

CONSULTANT:

By: Kurt Morton
Name: Kurt Morton
Title: Vice-President / Project Manager

ACKNOWLEDGEMENT

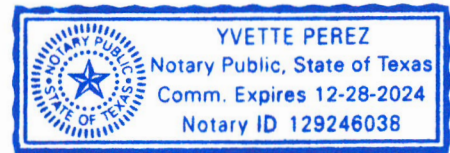
THE STATE OF TX §
COUNTY OF El Paso §

This instrument was acknowledged before me on this 17th day of June, 2024,
by Kurt Morton, Vice-President / Project Manager, on behalf of Consultant.

[Signature]
Notary Public, State of Texas

My commission expires:

12-28-24



**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT “A” SCOPE OF SERVICES

The consultant shall provide all services including but not limited to:

- Planning utilizing programming provided by the City
- Architectural design
- Site master planning
- Utility coordination
- Traffic and pedestrian control engineering
- Interior design
- Presentation drawings for City’s use including renderings
- Landscape design (hardscape and planting)
- Civil engineering
- Mechanical and plumbing engineering
- Fire protection engineering
- Electrical engineering
- Structural engineering
- Geotechnical engineering
- ADA design
- TDRL registration and RAS Inspections
- Life safety and code analysis
- Permitting support
- Public outreach – coordination, presentation, renderings and report
- Energy modeling, building systems analysis, and commissioning as required for Green Globes certification
- Building Information Modeling (BIM)
- Exterior and parking lighting design
- Furniture, fixtures, and equipment (FF&E) coordination
- Security / force protection measures including ballistic protection, access control, intrusion detection, CCTV surveillance and recording, and Kronos clock installation
- Information technology and telecommunication design, including converged network, high density Wi-Fi, neutral host DAS
- Scheduling
- Cost estimating
- Fixture, furniture and equipment, design and specification
- Fire suppression consultation
- Sustainability consultant
- Geotechnical
- Surveying
- Third party cost estimating
- Special systems
- CMAR coordination

1.0 SERVICES REQUIRED

1.1 Programming and pre-design documents and reports (Pre-Design Phase)

During this phase, the firm shall coordinate with stakeholders to validate the requirements for development of the El Paso Police Department Headquarters. The firm will be expected to produce space planning options using the programming analysis that has already been approved by user department. The space planning shall include but not limited to, room data sheets with room specific information such as finishes data, power etc. and adjacencies diagrams and, program efficiency reduction strategies. The firm will also need to coordinate with all utility services providers, as well as the ongoing El Paso Public Safety Complex project.

The program provided by The City accounts for existing square footage, the amount currently required, and the projected area to meet growth and changes that may be anticipated over the next 5, 10, 15 and 20 years.

- Developing design criteria of the new El Paso Police Department Headquarters: proposed 100,000 sq ft building and parking needs for corresponding staff.
- Exterior and vehicle spaces (e.g., open material storage, vehicle circulation, employee parking, agency vehicle parking, visitor parking).
- Site spaces (e.g., landscaping, setbacks and stormwater management). Submit preliminary space needs program for review.
- Identify Green Globes opportunities to be used for planning and designing the facility.
- Develop preliminary bubble diagrams:
 - Preliminary bubble diagrams based on the information provided by the City.
- Prepare Programming Report:
 - Prepare a Facility Program Report to include a narrative description of all functional areas and operations, staff and vehicle projections, and the space program.
 - Address strategies for flexibility, centralization versus decentralization, phasing, future growth, expansion, sustainability considerations and Green Globes certifiable.

Deliverables:

- Preliminary design concept
- Room data sheets
- Programming report (delivered electronically via pdf) including:
 - Project overview / executive summary
 - Blocking and stacking diagram
 - Operational analysis

1.2 Schematic Design (Preliminary) Phase 30%

During the schematic design phase, the firm shall complete a Basis of Design Report to include preliminary design analysis and supporting engineering calculations. It is within this phase that the firm shall survey, investigate and discover all site conditions that may affect the design or project function, permitting, budget or schedule. It is also within this phase that the firm will have had identified all requirements to commence design with accurate assumptions. The firm will be expected to produce architectural renderings.

The Schematic Design submittal shall include, but not be limited to the following:

- Cover sheet with code and permit summary (40% complete)
- Architectural plan and details (minimum 30% complete)
- Civil engineering plan and details (50% complete)
- Mechanical and plumbing plan and details (30% complete)
- Structural plan and details (30% complete)
- Electrical plan and details (30% complete)
- Horizontal control plan (90% complete)
- Construction notes (35% complete)
- Storm water pollution prevention plan (75% complete)
- Site plan (40% complete)
- Grading plan (50% complete)
- Landscape plan (30% complete)
- Typical landscape details (30% complete)
- Preliminary irrigation layout (30% complete)
- Typical irrigation details (30% complete)
- Outline of specs (90% complete)
- Construction cost estimates

2.0 DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

2.1 Design Development (Pre-Final Design) Phase

The firm shall submit the following Design Development Phase submittal as applicable:

- Coversheet/ code data (100% complete)
- Architectural plan and details (60% complete)
- Civil engineering plan and details (75% complete)
- Mechanical and plumbing plan and details (75% complete)
- Structural plan and details (75% complete)
- Electrical plan and details (75% complete)
- Horizontal control plan (100% complete)
- Construction notes (90% complete)
- Storm water pollution prevention plan (100% complete)
- Typical construction details (75% complete)
- Special construction details (75% complete)
- Site plan (60% complete)
- Grading plan (95% complete)
- Landscape plan (60% complete)
- Typical landscape details (60% complete)
- Special landscape details (60% complete)
- Pre-final irrigation layout 60% complete)
- Typical irrigation details (60% complete)
- Special irrigation details (60% complete)
- Outline of specs (100% complete)

- Technical specification (50% complete)
- Construction cost estimates

○ **2.1.1- Pre-construction services**

The department intends to implement the construction of the project through a CMAR delivery method. The City intends to procure a Construction Manager at Risk (“CMAR”) during the schematic design (30%) design phase of the project for pre-construction services. The firm is required to work directly for the City and with the CMAR selected by the City in an active and collaborative manner to address schedule, constructability and budget.

The specific services required during this phase are:

- a) Coordination with the CMAR Contractor selected for this project, and at minimum shall meet with the CMAR Contractor twice a month to discuss the status of the design and key issues.
- b) Perform site visits as necessary and attend/facilitate meetings with District staff as necessary to develop and progress Design Development Documents. This includes coordination and review with the City.
- c) Prepare detailed and coordinated drawings and specifications for bidding purposes as needed by the CMAR.
- d) Coordinate with the Owner and CMAR to recommend and develop value Engineering costs, options and solutions. Pre-construction services will continue after GMP is awarded to work with CMAR to ensure final design (100%) construction documents are completed.
- e) Review budget submittals with the Owner and CMAR and assist in addressing budget impacts and/or scope creep resulting in budget impacts.

2.2 Final Design (90% Construction Documents)

The firm shall submit, at a minimum, the following Final Design Phase Submittal, as applicable:

- Cover sheet (100% complete)
- Architectural plan and details (90% complete)
- Civil engineering plan and details (90% complete)
- Mechanical and plumbing plan and details (90% complete)
- Structural plan and details (90% complete)
- Electrical plan and details (90% complete)
- Horizontal control plan (100% complete)
- Construction notes (90% complete)
- Storm water pollution prevention plan (100% complete)
- Typical construction details (90% complete)
- Special construction details (90% complete)
- Site plan (90% complete)
- Grading plan (90% complete)
- Landscape plan (90% complete)
- Typical landscape details (90% complete)
- Special landscape details (90% complete)
- Irrigation, typical and special details (90% complete)
- Specifications (90% complete)

2.3 Final Design (100% Construction Documents)

The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover sheet (100% complete)
- Architectural plan and details (100% complete)
- Civil engineering plan and details (100% complete)
- Mechanical and plumbing plan and details (100% complete)
- Structural plan and details (100% complete)
- Electrical plan and details (100% complete)
- Horizontal control plan (100% complete)
- Construction notes (100% complete)
- Storm water pollution prevention plan (100% complete)
- Typical construction details (100% complete)
- Special construction details (100% complete)
- Site plan (100% complete)
- Grading plan (100% complete)
- Landscape plan (100% complete)
- Typical landscape details (100% complete)
- Special landscape details (100% complete)
- Irrigation, typical and special details (100% complete)
- Specifications (100% complete)

2.4 Community Engagement and Public Outreach

Consultant shall provide a comprehensive community engagement strategy document that outlines objectives, key messages, target audiences and methods of engagement. The firm shall assist the City with public outreach activities providing plans, exhibits and renderings showing the improvements. The firm shall be responsible to attend and make a presentation of the improvements and answer questions.

Consultant shall provide at least one meeting per district for planning and design phase design phase and a maximum of three public meetings with presentations renderings to be presented to the public.

2.5 Design Analysis

Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

2.6 City Design Review

At completion of each design phase, the firm shall make documents available electronically, including a copy of design review documentation (redlines), to the City and stakeholder will review via similar PDF markup and editing software. City departments will have two weeks for review. After City Design review, the city will allocate the numbers of days the consultant will have.

If the City determines that the submittal does not comply with the above-required completion percentages, the firm shall resubmit in accordance with the above requirements. After the comments have been provided by City staff and addressed by the firm, the firm shall electronically submit the revised design package to the City within five (5) business days.

Consultant will provide information and be present at City Design Review meetings to answer any questions and or concerns from City engineer and or stakeholders in order to move the project to next phase.

2.7 Document formats, distribution and ownership

Throughout the phase submittals and in advance of construction, the firm shall make available to the City at no extra charge, all electronic project document files in native format including CAD and Building Information Model files including renderings.

2.8 Bidding, permitting and Construction Administration

2.8.1 For bidding purposes, the firm shall submit to the CMAR PDFs, AutoCAD and BIM files of the construction drawings, technical specifications, and scope of work. Design firm will work with the CMAR after GMP (60%) to ensure design and specifications meets the cost of work to complete construction documents. The firm shall coordinate with the CMAR to identify and include bid alternates when applicable and/or by requested by the Owner, receive RFI's and prepare / assist in issuance of any addenda.

After bid opening and before the preconstruction meeting the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

In advance of construction the firm shall make all design phase submittals available to the City at no extra charge, in native format including CAD and Building Information Model files.

2.8.2 Permitting

The firm is responsible to submit stamped construction drawings to the Building, Planning and Inspections department and/or authorities having jurisdiction for review and approval. The firm is also responsible to provide and/or address any comments and revisions required in order to obtain BP&I (building, permitting and Inspections) stamp and approval.

2.8.3 During the construction phase, the designer shall assist the City with the following items:

- Respond to requests for information from the contractor (RFIs).
- Provide advice and recommendations to the City.
- Provide contract drawing modifications for permit revisions (as required).
- Review contractor technical submittals and shop drawings in a timely matter.
- Attend weekly construction meetings with CMAR and City Representatives (as required).
- Visit site and provide written observation reports (as required).
- Advise the City on validity of all request for change orders.
- Prepare independent cost estimates on all request for change orders.
- Participate in substantial completion inspection and provide punch list to the City.
- Participate in final completion inspection.
- Produce and provide an electronic copy (PDF and CAD) of "as-built" record drawings.

During construction project closeout the firm shall produce and provide as-built drawings in an electronic format.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

~~May 3, 2024~~
~~May 9, 2024~~
~~May 28, 2024~~
~~June 3, 2024~~

June 10, 2024 - REVISED

Marcella A. Attolini
Urban Design Manager
City of El Paso – Capital Improvement Department
City 2 – 218 N. Campbell, 2nd Floor
El Paso, TX 79901

**DEKKER
PERICH
SABATINI**
**Architecture
in Progress**

**Re: Solicitation #2024-0351R Architect and Engineering Services
for the El Paso Police Department Headquarters**

Dear Ms. Attolini:

Thank you for the opportunity to submit this fee proposal to provide architectural and engineering services for the El Paso Police Department Headquarters. The following is a description of our understanding of the requirements for the design of this new facility based on RFQ #2024-0351R and a follow-up meetings held with City of El Paso representatives on April 26 and May 23, 2024.

PROJECT UNDERSTANDING AND SCOPE OF WORK:

Dekker Perich Sabatini (DPS) understands the City of El Paso intends to construct a new Police Department Headquarters (PDHQ) on a campus with the new Public Safety Training Academy and Fire Department Headquarter (PSTA+FDHQ) complex on Martin Luther King Jr Blvd in northeast El Paso. We understand the project has a construction budget of \$60,990,000 and is to be planned as a 100,000 sf facility inclusive of the programmatic spaces shared with DPS at the conclusion of the meeting on April 26. The specifics of the facility program will be determined through programming phase meetings with the City and Police Department. We anticipate working closely with the City and the Police Department along with the Design/Build team for the PSTA+FDHQ to determine the optimal location on the new campus for the PDHQ in relationship with other functions of the PSTA+FDHQ and coordinate with the D/B team for site requirements to create a cohesive campus.

We understand the City of El Paso intends to procure a Construction Manager at Risk (CMAR) for the construction of the project. DPS will be available to assist with the selection of the CMAR, if requested, and we will work closely with the CMAR during the Pre-Construction phase of the CMAR's services to develop the design within the City's available budget.

We understand off-site utility extensions, Traffic Impact Analysis (TIA), TXDOT coordination, and clearing of unexploded ordnances (UXO) for the PSTA+FDHQ and PDHQ campus will be planned and included in the scope of the Design/Build team's work. We will fully participate in the coordination of these requirements with the planning and design requirements of the PDHQ.

SCOPE OF SERVICES:

DPS will provide as Basic Services and Supplemental Services, planning and design services as required under Section II of *Exhibit A* – RFQ Solicitation #2024-0351R inclusive of all consultants listed under Section III for the complete design of the new PDHQ. These services will include Programming (Pre-Design), Schematic Design (SD), Design Development (DD), Construction Documents (CD), Bidding & Negotiation/Permitting (BN), and Contract Administration (CA).

We anticipate CMAR Pre-Construction phase coordination to begin during Design Development and continue through the completion of Construction Documents. DPS will review CMAR cost estimates during design and work with the CMAR and City to present options and incorporate approved revisions to the project scope to keep the CMAR's GMP within the allowable budget.

We will submit stamped Construction Documents for permitting to the City's One-Stop Shop and respond to all comments required to secure a building permit for the project.

During construction phase we will provide all required services outlined under Section 2.8.3 of *Exhibit A* – RFQ Solicitation #2024-0351R.

CONSULTANTS

The following consultants are included in this proposal:

1. Public Safety Consulting Architects: Crime Lab Design + SCHRADER GROUP
2. Interior Design: Dekker Perich Sabatini
3. Structural Engineering: Dekker Perich Sabatini
4. Civil Engineering: Quantum Engineering Consulting, Inc.
5. Landscape Architecture: Dekker Perich Sabatini
6. Communications (IT / AV / Security and Surveillance): DataCom Design Group, LLC
7. MEP Engineering: DBR Engineering Consultants, Inc.
8. Cost Estimating: CRM Cost Consulting, Inc.
9. Registered Accessibility Specialist: RASADAZZLE, LLC
10. Site Survey: Souder, Miller & Associates
11. Geotechnical Engineer: Terracon Consultants, Inc.

COMPENSATION

Our compensation is based on our understanding of the programmatic spaces required for the project will be closely aligned with the program file provided to DPS following our meeting on April 26. We understand a Crime Lab and Armory are excluded from this project.

We have based our fee on an assumed construction cost of **\$60,990,000**.

	Lump Sum
Basic Design Services – Pre-Design through CD Phases*	\$ 2,491,852
Basic Services – Time and Materials BN through CA (T&M)*	\$ 912,012
Supplemental Design Services – Pre-Design through CD Phases**	\$ 369,168
Supplemental Services – Time and Materials BN through CA (T&M)**	\$ 85,545
Supplemental Engineering Services***	\$ 127,500
Subtotal	\$ 3,986,077
Reimbursable Expenses****	\$ 72,510 Not-to-Exceed
Grand Total	\$ 4,058,587

*Basic Services include: architecture, interior design, structural, mechanical, electrical, plumbing and civil engineering

**Supplemental Design Services include landscape design, telecommunications design, cost estimating, Registered Accessibility Specialist, and CMAR coordination during Pre-Construction phase.

***Supplemental Engineering Services include Geotechnical Engineering and Site Survey.

****Reimbursable expenses are additional to the fee quoted above and will be billed at cost (no mark-up). Reimbursable expenses include:

- Travel, lodging, and associated meal expenses for specialty design consultants
- Document printing for client reviews and presentations and shipping costs

BREAKDOWN OF FEE PER PHASE

	Phase Fee
Phase 1: Programming Phase (Pre-Design) -	\$ 113,645
Geotechnical Engineering & Site Survey	\$ 127,500
Phase 2: Schematic Design Phase (30% Design) -	\$ 689,489
Phase 3: Design Development Phase (60% Design) -	\$ 969,851
Phase 4: Final Design (90% Construction Documents) -	\$ 789,381
Phase 5: Final Design (100% Construction Documents) -	\$ 298,654
Phase 6: Bidding, Permitting (T&M) -	\$ 92,220
Phase 7: Contract Administration (T&M) -	\$ 840,880
Phase 8: Closeout (T&M) -	\$ 64,458
Total: 100% -	\$ 3,986,077

OVERALL PROJECT SCHEDULE

Based on the schedule provided in **Exhibit A** – RFQ Solicitation #2024-0351R, we anticipate a design schedule as follows:

Notice-to-Proceed.....	July 2, 2024
Programming (Pre-Design)	(4 weeks) July 30, 2024
City Review.....	(2 weeks) August 13, 2024
Schematic Design	(13 weeks) November 12, 2024
City Review.....	(2 weeks) November 26, 2024
Design Development.....	(17 weeks) March 25, 2025
City Review.....	(2 weeks) April 8, 2025
Construction Documents (90% Final).....	(13 weeks) July 8, 2025
City Review.....	(2 weeks) July 22, 2025
Construction Documents (100% Final).....	(4 weeks) August 19, 2025
City Review.....	(2 weeks) September 2, 2025
Bidding and Negotiation.....	(8 weeks) October 28, 2025

ASSUMPTIONS

- Clearing of unexploded ordnances (UXO) will be provided under separate contract and site will be cleared prior design team initiating site activities.
- Traffic Impact Analysis (TIA) for the PDHQ will be combined with the required TIA for the PSTA+FDHQ and all TXDOT required improvements to Martin Luther King Jr. Blvd will be improved as part of combined facility. DPS will coordinate for PDHQ with PSTA+FDHQ D/B team.
- Off-site utilities will be designed and constructed as part of the PSTA+FDHQ project and are not part of the scope of work of the PDHQ. DPS will coordinate for PDHQ with PSTA+FDHQ D/B team.
- 3rd Party Building Systems Commissioning to be contracted directly by the City of El Paso. DPS can assist in procuring these services, if needed.
- Project will be designed to be certifiable under the Green Globes program, but the City does not intend to pursue certification under any sustainability certification program.
- Cost estimates will be provided at the conclusion of each design phase.
- Time & Materials (T&M) amounts based on assumptions of 8 weeks for Bidding Phase, 70 weeks for Contract Administration Phase, and 4 weeks for Closeout Phase. If phase durations extend beyond the allotted periods, additional fee for time may be required.

EXCLUSIONS

- All activities related to locating, identifying, and clearing of potential unexploded ordnances is excluded from this scope of work.
- Resident Project Representative (RPR) services
- Traffic Impact Analysis and traffic engineering services
- Traffic signal design
- TXDOT requirements for modifications along Martin Luther King Jr. Blvd
- Re-zoning of property
- Off-site utility design
- Off-site drainage studies
- Environmental reports
- FEMA analysis and flood plain remapping, if applicable
- Permitting fees
- Commissioning of Building Systems
- Site and building wayfinding signage beyond code required signage
- Development of exhibits required for certification under any certification programs

We will invoice monthly based on our percentage of completion. Payments are due and payable thirty (30) days from the date of the invoice. All amounts unpaid one month after the invoice date shall accrue interest at a rate of 1.50% per month, but not to exceed the applicable maximum lawful interest rate in the jurisdiction in which the project is located.

We thank you for this incredible opportunity to serve the City of El Paso on this exciting and important project. Please let us know if the terms of this proposal are acceptable. Should you have any questions or additional requests, please do not hesitate to contact me on my cell at 806-236-3720.

Sincerely,
DEKKER PERICH SABATINI, LLC



C. Barry Taylor, AIA
Principal

Attachments: Exhibit A

ATTACHMENT "B"

TASKS:

										Phase Totals Basic + Supplemental Design Services
Basic Services		DPS	CLD+SG	Quantum	DBR	DataCom	CRM Cost Consulting	RASADAZZLE	Terracon	Phase Totals
Programming - Pre-Design	4 Weeks	\$47,560	\$46,510	\$13,545	\$6,030					\$113,645
Schematic Design (30% Design)	13 Weeks	\$361,530	\$181,460	\$14,195	\$67,350					\$624,535
Design Development (60% Design)	17 Weeks	\$563,040	\$123,058	\$31,235	\$135,350					\$852,683
Final Design (90% CD)	13 Weeks	\$420,160	\$79,106	\$9,790	\$133,455					\$642,511
Final Design (100% CD)	4 Weeks	\$132,880	\$27,138	\$6,310	\$92,150					\$258,478
Bidding & Permitting	8 Weeks	\$53,540	\$9,554	\$2,975	\$15,810					\$81,879
Construction Administration	70 Weeks	\$559,475	\$85,778	\$12,870	\$110,950					\$769,073
Closeout	4 Weeks	\$39,220	\$6,730	\$1,980	\$13,130					\$61,060
Consultant Totals		\$2,177,405	\$559,334	\$92,900	\$574,225				\$0	\$3,403,864
Supplemental Desgin Services		DPS	CLD+SG	Quantum	DBR	DataCom	CRM Cost Consul	RASADAZZLE		Phase Totals
Programming - Pre-Design	4 Weeks	\$0			\$0					\$0
Schematic Design (30% Design)	13 Weeks	\$44,200			\$2,100	\$15,054	\$3,600			\$64,954
Design Development (60% Design)	17 Weeks	\$83,300			\$4,060	\$24,608	\$5,200			\$117,168
Final Design (90% CD)	13 Weeks	\$63,700			\$4,200	\$75,270		\$3,700		\$146,870
Final Design (100% CD)	4 Weeks	\$19,600			\$2,800	\$14,776		\$3,000		\$40,176
Bidding & Permitting	8 Weeks	\$3,900			\$280	\$6,161				\$10,341
Construction Administration	70 Weeks	\$46,375			\$140	\$22,292		\$3,000		\$71,807
Closeout	4 Weeks	\$2,300			\$280	\$818				\$3,398
Consultant Totals		\$263,375		\$0	\$13,860	\$158,978	\$8,800	\$9,700		\$454,713
Supplemental Engineering Services		DPS	CLD+SG	Souder Miller	DBR	DataCom	CRM Cost Consulting	RASADAZZLE	Terracon	Phase Totals
Programming - Pre-Design	4 Weeks			\$25,000					\$102,500	\$127,500
Schematic Design (30% Design)	13 Weeks									\$0
Design Development (60% Design)	17 Weeks									\$0
Final Design (90% CD)	13 Weeks									\$0
Final Design (100% CD)	4 Weeks									\$0
Bidding & Permitting	8 Weeks									\$0
Construction Administration	70 Weeks									\$0
Closeout	4 Weeks									\$0
Consultant Totals				\$25,000					\$102,500	\$127,500
Basic + Supplemental Services		\$2,440,780	\$559,334	\$117,900	\$588,085	\$158,978	\$8,800	\$9,700	\$102,500	\$3,986,077
Reimbursable Expenses		\$5,000	\$57,510			\$10,000				\$72,510
Consultant Totals + Expenses		\$2,445,780	\$616,844	\$117,900	\$588,085	\$168,978	\$8,800	\$9,700		\$4,058,587

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “**ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO POLICE DEPARTMENT HEADQUARTERS**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
 - e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not

limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall

include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a “punch list” of minor deficiencies to be corrected prior to final payment to the construction contractor. The “**punch list**” shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) “record” drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT SCHEDULE**

For the project known as “**ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO POLICE DEPARTMENT HEADQUARTERS**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$4,058,587** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

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

Payment to Consultant

The compensation for each task described in attachment "B". Payment shall be made as a lump sum after completion of each task. The owner shall make payments upon presentation of the Consultant's Detailed invoice and accompanying summary and progress report and Owner's written approval

Basic Services	Phase Totals Basic + Supplemental Services
Programming - Pre-Design	\$113,645
Schematic Design (30% Design)	\$689,489
Design Development (60% Design)	\$969,851
Final Design (90% CD)	\$789,381
Final Design (100% CD)	\$298,654
Bidding & Permitting	\$92,220
Construction Administration	\$840,880
Closeout	\$64,458
Total	\$3,858,577
Supplemental Engineering Services	
Programming - Pre-Design	\$127,500
Reimbursable Expenses	\$72,510
Grand Total	\$4,058,587

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)

6/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Liability Insurers, Inc. Higginbotham Insurance Agency, Inc. 6101 Moon Street NE Ste 1000 Albuquerque NM 87111	CONTACT NAME: Eloise Hughes PHONE (A/C, No, Ext): 505-822-8114 E-MAIL ADDRESS: ehughes@higginbotham.net FAX (A/C, No): 505-822-0341
License#: 2081754 DEKKLTD-01	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Travelers Casualty And Surety Company Of America INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Dekker, LLC 108 S. Stanton St First Floor El Paso TX 79901	NAIC # 20443 31194

COVERAGES**CERTIFICATE NUMBER:** 1743837730**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		7012574490	1/1/2024	1/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		7012517254	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7012574781	1/1/2024	1/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A		N / A	6080092607	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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	Professional Liability			106644542	1/1/2024	1/1/2025	Each Claim Aggregate 3,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured with respect to General & Auto Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso
218 N. Campbell, 2nd Floor
El Paso TX 79901

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

AUTHORIZED REPRESENTATIVE

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DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: _____



Legislation Text

File #: 24-895, 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

Police, Chief Peter Pacillas, (915) 212-4305

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 2.4 Improve motorist safety and traffic management solutions.

Award Summary:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0599 Police Ordered and Non-Consent Towing to 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., for six (6) months for an estimated amount of \$489,649.75 on a rotation and as needed basis.

Contract Variance:

Not applicable.

Department:	Police
Vendor #1:	3H Towing, LLC
City & State:	El Paso, TX
Item(s):	Group 1 - Item 1 Group 2 - Item 1
Initial Term:	6 months
Option Term:	NA
Total Contract Time:	6 months
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$97,929.95
Option Term Estimated Award:	NA
Total Estimated Award:	\$97,929.95
Vendor #2:	AD Wrecker Service, Inc., dba AD Towing & Recovery
City & State:	El Paso, TX

Item(s):	Group 1 - Item 1, 2 & 3 Group 2 - Item 1
Initial Term:	6 months
Option Term:	NA
Total Contract Time:	6 months
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$97,929.95
Option Term Estimated Award:	NA
Total Estimated Award:	\$97,929.95
Vendor #3:	Raul Fernandez dba Dependable Towing
City & State:	El Paso, TX
Item(s):	Group 1 - Item 1 & 2 Group 2 - Item 1
Initial Term:	6 months
Option Term:	NA
Total Contract Time:	6 months
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$97,929.95
Option Term Estimated Award:	NA
Total Estimated Award:	\$97,929.95
Vendor #4:	Kamel Towing, Inc.
City & State:	El Paso, TX
Item(s):	Group 1 - Item 1 & 2 Group 2 - Item 1
Initial Term:	6 months
Option Term:	NA
Total Contract Time:	6 months
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$97,929.95
Option Term Estimated Award:	NA
Total Estimated Award:	\$97,929.95
Vendor #5:	Sohle Express Towing, Inc.
City & State:	El Paso, TX
Item(s):	Group 1 - Item 1, 2 & 3 Group 2 - Item 1
Initial Term:	6 months
Option Term:	NA
Total Contract Time:	6 months
Annual Estimated Award:	NA
Initial Term Estimated Award:	\$97,929.95
Option Term Estimated Award:	NA
Total Estimated Award:	\$97,929.95

Annual Estimated Award:	NA
Initial Term Estimated Award:	\$489,649.75 (5 Vendors)
Option Term Estimated Award:	NA
Total Estimated Award:	\$489,649.75 (5 Vendors)
Account(s):	321 - 2811 - 21280 - 522070
Funding Source(s):	Police Tow Lot
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., under the exemption listed above.

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

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

AGENDA DATE: July 2, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Peter Pacillas, Police Chief (915) 212-4305
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.4 – Improve motorist safety and traffic management solutions

SUBJECT:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0599 Police Ordered and Non-Consent Towing to 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., for six (6) months for an estimated amount of \$489,649.75 on a rotation and as needed basis.

BACKGROUND / DISCUSSION:

This is a Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents.

SELECTION SUMMARY:

Vendors currently providing towing services for Gross Vehicle Weight (GVW) 10,000 lbs. or less - 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., GVW 10,001 - 24,999 lbs., AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., & GVW 25,000 lbs. and over - AD Wrecker Service, Inc., dba AD Towing & Recovery, and Sohle Express Towing, Inc.

CONTRACT VARIANCE:

Not applicable.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

Not applicable.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$489,649.75
Funding Source: Police Tow Lot
Account: 321 – 2811 – 21280 – 522070

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Peter Pacillas, Police Chief

Project Form
Non-Competitive

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council Meeting of July 2, 2024.

Strategic Goal 2 - Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection: 2.4 Improve motorist safety and traffic management solutions.

Award Summary:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0599 Police Ordered and Non-Consent Towing to 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., for six (6) months for an estimated amount of \$489,649.75 on a rotation and as needed basis.

Contract Variance:

Not applicable.

Department: Police
Vendor #1: 3H Towing, LLC
City & State: El Paso, TX
Item(s): Group 1 – Item 1
Group 2 – Item 1

Initial Term: 6 months
Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Vendor #2: AD Wrecker Service, Inc., dba AD Towing & Recovery
City & State: El Paso, TX
Item(s): Group 1 – Item 1, 2 & 3
Group 2 – Item 1

Initial Term: 6 months
Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Vendor #3: Raul Fernandez dba Dependable Towing
City & State: El Paso, TX
Item(s): Group 1 – Item 1 & 2
Group 2 – Item 1
Initial Term: 6 months

Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Vendor #4: Kamel Towing, Inc.
City & State: El Paso, TX
Item(s): Group 1 – Item 1 & 2
Group 2 – Item 1
Initial Term: 6 months
Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Vendor #5: Sohle Express Towing, Inc.
City & State: El Paso, TX
Item(s): Group 1 – Item 1, 2 & 3
Group 2 – Item 1
Initial Term: 6 months
Option Term: NA
Total Contract Time: 6 months
Annual Estimated Award: NA
Initial Term Estimated Award: \$97,929.95
Option Term Estimated Award: NA
Total Estimated Award: \$97,929.95

Annual Estimated Award: NA
Initial Term Estimated Award: \$489,649.75 (5 Vendors)
Option Term Estimated Award: NA
Total Estimated Award: \$489,649.75 (5 Vendors)
Account(s): 321 – 2811 – 21280 – 522070
Funding Source(s): Police Tow Lot
District(s): All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to 3H Towing, LLC, AD Wrecker Service, Inc., dba AD Towing & Recovery, Raul Fernandez Jr. dba Dependable Towing, Kamel Towing, Inc., and Sohle Express Towing, Inc., under the exemption listed above.

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Walter Fernandez Date: _____

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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Contributor / Donor Information:

Full Name	Andy Domínguez
Business Name	AD Wrecker Service, Inc.
Agenda Item Type	2024-0599 Police Ordered and Non-Consent Towing
Relevant Department	Police Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒

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Signature: _____

Date: 6-18-24

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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Contributor / Donor Information:

Full Name

Rawl Fernandez Jr.

Business Name

Dependable Towing

Agenda Item Type

2024-0599 Police Ordered and Non-Consent Towing

Relevant Department

Police Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



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Signature: _____

Date: _____

6/17/24

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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Contributor / Donor Information:

Full Name

Andrea Villarreal

Business Name

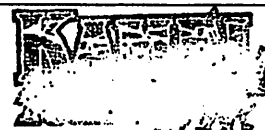
Kamel Towing, Inc.

Agenda Item Type

2024-0599 Police Ordered and Non-Consent Towing

Relevant Department

Police Department



601 MAGNOLIA ST. • EL PASO, TX 79903
Tel. (915) 772-1967
Fax (915) 533-3497

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



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Signature: _____

Date: _____



601 MAGNOLIA ST. • EL PASO, TX 79903
Tel. (915) 772-1967
Fax (915) 533-3497

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

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Contributor / Donor Information:

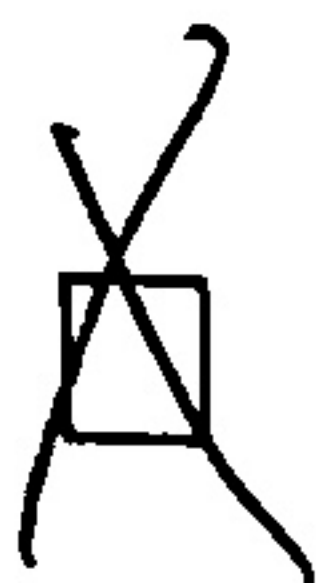
Full Name Nathaniel Sohle

Business Name Sohle Express Towing Inc

Agenda Item Type 2024-0599 Police Ordered and Non-Consent Towing

Relevant Department Police Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



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District 1		
District 2		
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Signature: _____

Date: _____

6-18-2024



Legislation Text

File #: 24-865, 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
Libraries, Norma Martinez, (915) 212-3200

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: 4.2 Create innovative recreational, educational and cultural programs.

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0533 Career Online High School to Smart Horizons Career Online High School, LLC dba Smart Horizons Career Online Education the sole source provider for Smart Horizon Career Online Education for a term of three (3) years for an estimated amount of \$264,825.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the Library to purchase proprietary educational material necessary for the continuation of the administration of the career online high school education.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$92,700 for the full term, which represents a 53.86% increase due additional quantities of scholarships to be purchased under this contract.

Department:	Libraries
Vendor:	Smart Horizons Career Online High School, LLC. dba Smart Horizons Career Online Education
City & State:	Pace, FL
Item(s):	All
Initial Term:	3 years
Option Term:	NA
Total Contract Time:	3 years
Annual Estimated Award:	\$88,275.00
Initial Term Estimated Award:	\$264,825.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$264,825.00
Funding Source:	General Fund
Account:	453-1000-53010-531030
District(s):	All

Non-Competitive procurement is under Local Government General Exemption: Section 252.022, (a), (7), (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing Department and Libraries Department recommend award as indicated to Smart Horizons Career Online High School LLC., dba Smart Horizons Career Online Education (SHCOE), under the exemption listed above.

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

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

AGENDA DATE: July 2, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Norma Martinez, Director of Library Services (915) 212-3200
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 4 – Enhance El Paso's Quality of Life through Recreational, Cultural, and Educational Environments

SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs

SUBJECT:

Discussion and action on the Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0533 Career Online High School to Smart Horizons Career Online High School, LLC dba Smart Horizons Career Online Education the sole source provider for Smart Horizon Career Online Education for a term of three (3) years for an estimated amount of \$264,825.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

The El Paso Public Library has offered the Career Online High School program since 2016. Currently, 91 students are actively enrolled in the program at different stages since the program is open enrollment. A COHS student has up to 18 months to complete the program. We have graduated 154 students from our Career Online High School Program to date. Students who complete the program receive an accredited high school diploma from Smart Horizons Career Online High School.

Smart Horizons Online High School is the only Online High School (100% online) that offers 10 Career certificates along with the high school diploma plus a career portfolio. Smart Horizons Online High School offers 10 career paths (child care, commercial driving, food and hospitality, general career preparation, home care professional, hospitality and leisure, manufacturing, office management, retail customer service and security professional) and offers a career portfolio which is preparation students in resume building, cover letter and job search help.

In addition, Smart Horizons Career Online High School is a division of Smart Horizons Career Online Education, a private school district that has been granted District Accreditation from Cognia (formerly AdvancED). Cognia is the national commission that confers the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI), North Central Association Commission on Accreditation and School Improvement (NCA CASI), and the Northwest Accreditation Commission (NWAC) accreditation seals.

This means that the Smart Horizons Career Online Education district and all of its schools are Cognia/SACS/NCA/NWAC accredited, and that Smart Horizons Career Online Education is recognized across the nation as a quality school system.

SELECTION SUMMARY:

General Exemption under Texas Local Government Code Section 252.022 Part 7 (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Smart Horizons Career Online High School, LLC is the sole and authorized provider of Smart Horizons Career Online Education.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$92,700 for the full term, which represents a 53.86% increase due to additional quantities of scholarships.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$264,825.00
Funding Source: General Fund
Account: 453-1000-53010-531030

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Library Services
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Norma P. Martinez

Norma Martinez, Director of Library Services

Project Form
Non-Competitive

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council Meeting of July 2, 2024.

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

The linkage to the Strategic Plan is subsection: 4.2 Create innovative recreational, educational and cultural programs

Award Summary:

Discussion and action on the Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2024-0533 Career Online High School to Smart Horizons Career Online High School, LLC dba Smart Horizons Career Online Education the sole source provider for Smart Horizon Career Online Education for a term of three (3) years for an estimated amount of \$264,825.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the Library to purchase proprietary educational material necessary for the continuation of the administration of the career online high school education.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$92,700 for the full term, which represents a 53.86% increase due additional quantities of scholarships to be purchased under this contract.

Department:	Library
Vendor:	Smart Horizons Career Online High School, LLC. dba Smart Horizons Career Online Education
City & State:	Pace, FL
Item(s):	All
Initial Term:	3 years
Option Term:	NA
Total Contract Time:	3 years
Annual Estimated Award:	\$88,275.00
Initial Term Estimated Award:	\$264,825.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$264,825.00
Funding Source:	General Fund
Account:	453-1000-53010-531030

Non-Competitive procurement is under Local Government General Exemption: Section 252.022, (a), (7), (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing Department and Library Department recommend award as indicated to Smart Horizons Career Online High School LLC., dba Smart Horizons Career Online Education (SHCOE), under the exemption listed above.

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



SOLE SOURCE LETTER

February 01, 2024

To Whom It May Concern,

Thank you for your interest in Career Online High School.

This letter is to confirm that Cognia/SACS/NCA/NWAC accredited Smart Horizons Career Online Education (SHCOE), as owner, creator, and deliverer, is the sole-source provider of Career Online High School (COHS). COHS must be purchased directly from SHCOE at the address listed above. There are no other agents or dealers authorized to sell COHS.

Smart Horizons Career Online Education is the first Cognia/SACS/NCA/NWAC accredited private, national online school district in the United States. Our COHS program is unique for the following reasons:

- COHS was developed specifically for public library patrons who are non-compulsory age and dropped out of high school.
- COHS's proprietary Student Information System/Learning Management Delivery System (i.e., Nexport) is specifically designed for the delivery of the COHS program.
- COHS courses utilize a competency-based, computer-assisted instructional approach (i.e., teacher-directed, student-supported)
- COHS was designed within an educational trauma framework. COHS' curricula and Student Engagement Model helps students move beyond past educational traumas (i.e., fear of failure, lack of support) that often create barriers to engagement and academic success.
- COHS is a career-based program designed to prepare students to enter postsecondary education and training or advance in the workplace. Graduates receive a Cognia/SACS/NCA/NWAC accredited entry-level workforce certificate and a Cognia/SACS/NCA/NWAC accredited high school diploma.

There is no known adult career online high school that includes all the above components in one program. The comprehensive career-based curriculum created by SHCOE is completely unique. Our program meets a specific set of needs for adult learners and older youth who have dropped out of high school and/or have experienced educational trauma.

If you have any questions, please do not hesitate to contact me via email at hliebman@shcoe.org or phone (305) 962-6489.

Sincerely,

A handwritten signature in black ink that reads "Andra Spurlock". The signature is fluid and cursive, with the first name "Andra" and last name "Spurlock" clearly distinguishable.

Andra Spurlock
VP, Finance & Contracts



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Andra Spurlock. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Smart Horizons Career Online Education
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Career Online High School (COHS)
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Andra Spurlock
Signature

SUBSCRIBED AND SWORN to before me on this 2nd day of February, 2024



Brenda G. Sides

NOTARY PUBLIC

Brenda G. Sides

PRINTED NAME

10-9-2027

MY COMMISSION EXPIRES

COMPANY NAME: Smart Horizons Career Online Education

ADDRESS, CITY, STATE & ZIP CODE: 25 E Nine One Half Mile Road, Pensacola FL 32534

PHONE: 580-583-7193

FAX NUMBER: _____

CONTACT NAME AND TITLE: Andra Spurlock, VP Finance & Contracts

WEB ADDRESS: www.shcoe.org

EMAIL: aspurlock@shcoe.org

FEDERAL TAX ID NUMBER: 80-0503940

TEXAS SALES TAX NUMBER: _____

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name

Andra Spurlock

Business Name

Smart Horizons Career Online High School dba Smart Horizons Career Online Education (SHCOE)

Agenda Item Type

2024-0533 Career Online High School

Relevant Department

Library

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: Andrea Spurluck Date: June 12, 2024



Legislation Text

File #: 24-886, 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

Libraries, Norma Martinez, (915) 212-3200

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: 4.2 Create innovative recreational, educational and cultural programs.

Award Summary:

Discussion and action that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0314 PC Time & Print Management to Comprise Technologies, Inc., the sole developer and provider of SAM, SmartALEC, SmartPAY and Smart Kiosk Payment Centers for a term of three (3) years for an estimated amount of \$120,203.59. The supplier will be required to provide an updated sole source letter and affidavit each year. This contract will provide continued services and allow purchase of additional licenses and kiosks for the Main Library.

Contract Variance:

The difference based in comparison to the previous contracts is as follows: a decrease of \$43,282.41 for a three (3) year term, which represents a 26.47% decrease due to combining contracts of integrated solutions of software and hardware functions.

Department:	Libraries
Award to:	Comprise Technologies Inc
City & State:	Navesink, NJ
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$35,274.58 Year 1 \$40,392.22 Year 2 \$44,536.79 Year 3
Initial Term Estimated Award:	\$120,203.59

Option Term Estimated Award:	N/A
Total Estimated Award:	\$120,203.59
Account(s):	239-1000-15240-522020-P1506
Funding Source(s):	General Fund
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing Department and Libraries Department recommend award as indicated to Comprise Technologies Inc., under the exemption listed above.

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

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: July 2, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Norma Martinez, Director of Library Services (915) 212-3200
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 4: Enhance El Paso's Quality of Life through Recreational, Cultural, and Educational Environments

SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs

SUBJECT:

Discussion and action that that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2024-0314 PC Time & Print Management to Comprise Technologies, Inc., the sole developer and provider of SAM, SmartALEC, SmartPAY and Smart Kiosk Payment Centers for a term of three (3) years for an estimated amount of \$120,203.59. The supplier will be required to provide an updated sole source letter and affidavit each year. This contract will provide continued services and allow purchase of additional licenses and kiosks for the Main library.

BACKGROUND / DISCUSSION:

The El Paso Public Library is a currently a licensee of SAM, SmartALEC, SmartPay and Smart Kiosk Payment Centers provided by Comprise Technologies, Inc.

SELECTION SUMMARY:

Not Applicable

CONTRACT VARIANCE:

The 3-year service for combined contracts 2021-1138 and 2021-0776 is priced at \$163,486.00. In comparison, the 3-year service price for contract 2024-0314 is \$120,203.59, reflecting a difference of \$43,282.41. This constitutes a 26.47% decrease in the annual prices.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$120,203.59
Funding Source: Libraries – General Fund
Account: 239-1000-15240-522020-P1506

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ___ NO

PRIMARY DEPARTMENT: Libraries

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Norma P. Martinez

Norma Martinez, Director of Library Services

Project Form
Non-Competitive

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council of July 2, 2024

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

The linkage to the Strategic Plan is subsection: 4.2 Create innovative recreational, educational and cultural programs

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Total Estimated Award:	\$120,203.59
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District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing Department and Libraries Department recommend award as indicated to Comprise Technologies Inc., under the exemption listed above.

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

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.



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Daniel Curtin. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
- I am an authorized representative of the following company or firm: Comprise Technologies
2. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
SAM PX (PC/Print Management on Public PCs, SmartALEC Mobile Printing, SmartPAY Online Payments and Smart Kiosks Payment Centers. All these products are already installed and in use at the library. Comprise owns the code and is the only company to support these products.
3. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
5. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Daniel Curtin
Signature

SUBSCRIBED AND SWORN to before me on this 11th day of March, 2024

BRIAN WERNER JR
NOTARY PUBLIC, NEW JERSEY
MONMOUTH COUNTY
COMM# 50111683
COMMISSION EXP ON 08/29/2024

Brian Werner Jr
NOTARY PUBLIC

Brian Werner Jr
PRINTED NAME

August 29, 2024
MY COMMISSION EXPIRES

COMPANY NAME: Comprise Technologies, Inc.

ADDRESS, CITY, STATE & ZIP CODE 1041 Rt. 36, building B, PO Box 425, Navesink, NJ 07752

PHONE: 800-854-6822 FAX NUMBER: 732-291-3600

CONTACT NAME AND TITLE: Daniel J. Curtin, President

WEB ADDRESS: https://comprisetechologies.com EMAIL: dancurtin@comprisetechologies.com

FEDERAL TAX ID NUMBER: 22-3200334 TEXAS SALES TAX NUMBER: _____



Comprise Technologies, Inc.
1041 Route 36, P.O. Box 425
Navesink, NJ 07752
Voice: 800.854.6822
Fax: 732.291.3699

Empowering Patrons – Liberating Librarians _____

March 5, 2024

El Paso Public Library
501 North Oregon Street
El Paso, TX 79901

Sole Source Certification

Comprise Technologies, Inc. (Comprise) is pleased to submit this document in support of sole source consideration for the ***Smart Kiosk Self-Service Payment System***. Comprise licenses this product on an annual fee basis.

The ***Smart Kiosk Self-Service Payment System*** is a proprietary software product of Comprise. It uses product source code that was developed and is maintained as application code by Comprise. Our proprietary code operates the kiosk PC as well as firmware installed on the component parts. Comprise does not authorize any other company to support or maintain the source or application code whether on the kiosk PC or a component part. Any attempt to reverse engineer the software is an express violation of our License Agreement.

Comprise has under its' employ, Software Developers, Technical Support Specialists, Remote Software and On-site Implementation staff to support our customers that use these products. Comprise is the only source for these products and services.

Since Comprise is the sole developer of the ***Smart Kiosk Self-Service Payment System*** software, and the only company that is authorized to maintain the software, Comprise is the only Company that can modify either application to meet the configuration requirements of each customer.

The information contained herein is submitted in support of sole source consideration. Comprise is the only company that offers their product and services as described herein. To the best of the knowledge and belief of Comprise this information is true, correct, and complete.

Please let us know if additional information is necessary. We look forward to the opportunity to serve your Library.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Curtin". The signature is fluid and cursive, with a large, stylized "D" and "C".

Dan Curtin
President
Comprise Technologies, Inc.



Comprise Technologies, Inc.
1041 Route 36, P.O. Box 425
Navesink, NJ 07752
Voice: 800.854.6822
Fax: 732.291.3699

Empowering Patrons – Liberating Librarians _____

March 3, 2024

El Paso Public Library
501 North Oregon Street
El Paso, TX 79901

Sole Source Certification

Comprise Technologies, Inc. (Comprise) is pleased to submit this document in support of sole source consideration for the ***SAM (Smart Access Manager) Public-PC Management*** and ***SmartALEC Mobile Printing Systems and self-service Smart Kiosk Payment Centers***. Comprise licenses these products on an annual fee basis.

The El Paso Public Library is a current licensee of both ***SAM, SmartALEC and Smart Kiosk Payment Centers***. The contemplated purchase is to renew the current product licenses and add a licenses for two new locations.

SAM, SmartALEC and Smart Kiosk Self-Service Payment System are proprietary software products of Comprise. Their product source code was developed and is maintained by Comprise. For the Smart Kiosk, our proprietary code operates the kiosk PC as well as firmware installed on the component parts. Comprise does not authorize any other company to support or maintain the source or application code for these products. Any attempt to reverse engineer their software is an express violation of our License Agreement.

Comprise has under its' employ, Software Developers, Technical Support Specialists, Remote Software and On-site Implementation staff to support our customers that use these products. Comprise is the only source for these products and services.

Since Comprise is the sole developer of ***SAM, SmartALEC and Smart Kiosks*** software, is the only company that is authorized to maintain the software, Comprise is the only Company that can modify either application to meet the configuration requirements of each customer.

The information contained herein is submitted in support of sole source consideration. Comprise is the only company that offers their product and services as described herein. To the best of the knowledge and belief of Comprise this information is true, correct, and complete.

Please let us know if additional information is necessary. We look forward to the opportunity to serve your Library.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Curtin". The signature is fluid and cursive, with the first and last names being clearly legible.

Dan Curtin
President
Comprise Technologies, Inc.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	<u>Daniel Curtin</u>
Business Name	<u>Comprise Technologies, Inc.</u>
Agenda Item Type	<u>2024-0314 PC Time & Print Management</u>
Relevant Department	<u>Libraries</u>

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: David Cantu Date: 4-25-24



Legislation Text

File #: 24-882, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 4

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso, Texas and Notes Live Inc, in support of the construction of a 12,500 seat amphitheater at Northeast Corner of Cohen Avenue and Gateway Boulevard North, El Paso, Texas. Subject to the terms and conditions of the Agreement and provided that Company expends or causes to expend a minimum of \$80,000,000 in Qualified Expenditures for the Project and secures an operator contract for a minimum 40 national touring events per year, City agrees to provide Applicant with incentives totaling \$30,900,208 over the term of this Agreement. Incentives will take the form of a Real and Business Personal Property Tax Rebate; a Sales and Use Tax Rebate; a Mixed Beverage and Gross Receipts Tax Rebate; a Development Fee Waiver; a Construction Materials Sales Tax Rebate; and an 8-year Development Note backed by the Texas Economic Development Fund. Incentives also include the conveyance of City-owned land in accordance with Chapter 253.0125 of the Texas Local Government Code, executed via separate Contract of Sale.

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

AGENDA DATE: July 2, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212-0094

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL: Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBJECT:

Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso, Texas and Notes Live Inc, in support of the construction of a 12,500 seat amphitheater at Northeast Corner of Cohen Avenue and Gateway Boulevard North, El Paso, Texas. Subject to the terms and conditions of the Agreement and provided that Company expends or causes to expend a minimum of \$80,000,000 in Qualified Expenditures for the Project and secures an operator contract for a minimum 40 national touring events per year, City agrees to provide Applicant with incentives totaling \$30,900,208 over the term of this Agreement. Incentives will take the form of a Real and Business Personal Property Tax Rebate; a Sales and Use Tax Rebate; a Mixed Beverage and Gross Receipts Tax Rebate; a Development Fee Waiver; a Construction Materials Sales Tax Rebate; and an 8-year Development Note backed by the Texas Economic Development Fund. Incentives also include the conveyance of City-owned land in accordance with Chapter 253.0125 of the Texas Local Government Code, executed via separate Contract of Sale.

BACKGROUND / DISCUSSION:

On April 23, 2024, City Council approved a Term Sheet with Notes Live Inc. This Chapter 380 Agreement is consistent with the terms and obligations laid out in the Term Sheet.

Under the proposed 380 Agreement, Notes Live Inc will be responsible for the development of a 12,500-seat outdoor entertainment venue. The minimum investment is \$80,000,000 and Notes Live will be responsible for securing a venue Operator for a minimum 40 national touring acts per year. The venue is set to open in 2026.

The incentive package includes rebates from Tax Increment Reinvestment Zone Number 11, an \$8 million, 8-year Development Note backed by the Texas Economic Development Fund, and the conveyance of City -owned land via separate Ordinance. Section 253.0125 of the Texas Local Government Code authorizes a municipality to transfer real property with an entity that has entered into a Chapter 380 economic development agreement.

PRIOR COUNCIL ACTION:

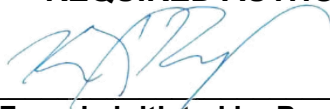
On April 23, 2024, City Council approved a Term Sheet with Notes Live Inc.

AMOUNT AND SOURCE OF FUNDING:

TIRZ #11; \$8M Development Note to be funded by Texas Economic Development Fund (TED Fund)

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, the City of El Paso, Texas (“City”) desires to provide incentives to Notes Live, Inc., a Colorado Corporation (“Applicant”), pursuant to Chapter 380 of the Texas Local Government Code (“Chapter 380”), for the construction or renovation of a development located on the Applicant’s real property, subject to concurrent approval and execution of the Purchase and Sale Agreement, located at Northeast Corner of Cohen Avenue and Gateway Boulevard North, El Paso, TX 79924; Legal Description Portion of Block 7, Castner Range Subdivision No. 1 (approximately 17 AC) and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, in 2017, the City of El Paso invited the public to reimagine Cohen Stadium and help shape a comprehensive master plan for the Cohen Stadium site; and

WHEREAS, on August 29, 2018, City Council adopted the Cohen Entertainment District Master Plan outlining a vision for a vibrant retail, entertainment, and recreation destination; and

WHEREAS, Applicant desires to construct a state-of-the-art luxury 12,500 seat amphitheater (“Development”) to host national touring acts; and

WHEREAS, the Development will support the goals of the Reimagine Cohen effort to revitalize the Cohen Stadium site, provide a catalyst for development in Northeast El Paso, create a regional project, and become destination point; and

WHEREAS, on May 29, 2018, the City Council established Tax Increment Reinvestment Zone Number 11 (“Zone”); and

WHEREAS, the Amended Final Project and Financing Plan (“Plan”) was adopted on June 4, 2024; and

WHEREAS, the proposed Chapter 380 Economic Development Program Agreement (“Agreement”) is consistent with the purpose and Plan for the Zone; and

WHEREAS, the Tax Increment Reinvestment Zone Number 11 Fund shall finance the Agreement Rebates, as defined in the Agreement, in accordance with the provisions of Chapter 311 of the Texas Tax Code and the Plan, unless otherwise stated in the Agreement; and

WHEREAS, Texas Economic Development Fund (“TED Fund”) was established on January 19, 2021 for the purpose of promoting economic development within El Paso Electric’s Texas Service Area; and

WHEREAS, the Development is considered a high-impact project within the Tourism Target Industry, and therefore is eligible for financial incentives for the TED Fund; and

WHEREAS, the City is conveying property under Section 253.0125 of the Texas Local Government Code; and

WHEREAS, the City Council has found that the conveyance of the City's Property to the Applicant is in the public interest because it will revitalize the Cohen Entertainment District, create a new tourism opportunity both regionally and internationally, provide direct and indirect benefits to the El Paso community, while also diversifying and expanding the local tax base and creating quality job opportunities; and

WHEREAS, the Chapter 380 Economic Development Program Agreement and related Purchase and Sale Agreement between the City and Applicant provide provisions therein granting the City sufficient control over the conveyance of City-owned land to ensure that the public purpose relating to economic development is accomplished; and

WHEREAS, the City concludes and hereby finds that the Agreement promotes economic development in the City and meets the requirements of Chapter 380.

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

THAT the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso, Texas and Notes Live Inc, in support of the construction of a 12,500 seat amphitheater at Northeast Corner of Cohen Avenue and Gateway Boulevard North, El Paso, Texas. Subject to the terms and conditions of the Agreement and provided that Applicant expends or causes to expend a minimum of \$80,000,000 in Qualified Expenditures for the Project and secures an operator contract for a minimum 40 national touring events per year, the City agrees to provide Applicant with incentives totaling \$30,900,208 over the term of this Agreement. Incentives will take the form of a Real and Business Personal Property Tax Rebate; a Sales and Use Tax Rebate; a Mixed Beverage and Gross Receipts Tax Rebate; a Development Fee Waiver; a Construction Materials Sales Tax Rebate; and an 8-year Development Note backed by the Texas Economic Development Fund. Incentives also include the conveyance of City -owned land in accordance with Chapter 253.0125 of the Texas Local Government Code, executed via separate Purchase and Sale Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

PASSED AND APPROVED this _____ day of _____ 2024.

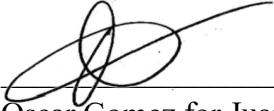
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez for Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Interim Director
Economic & International Development

This Chapter 380 Economic Development Program Agreement ("**Agreement**") is made this ___ day of _____, 2024 ("**Effective Date**") between the City of El Paso, Texas, a Texas home rule municipal corporation, (the "**City**"), and **Notes Live Inc.**, and its subsidiaries/affiliates a **Colorado Corporation** (the "**Applicant**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

RECITALS

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code ("Chapter 380") to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380, for the construction or renovation of a development located on the Applicant's real property, subject to concurrent approval and execution of the Purchase and Sale Agreement, located at **Northeast Corner of Cohen Avenue and Gateway Boulevard North, El Paso, TX 79924; Legal Description Portion of Block 7, Castner Range Subdivision No. 1 (approximately 17 AC)** and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS in 2017, the City of El Paso invited the public to reimagine Cohen Stadium and help shape a comprehensive master plan for the Cohen Stadium site; and

WHEREAS, on August 29, 2018, City Council adopted the Cohen Entertainment District Master Plan outlining a vision for a vibrant retail, entertainment, and recreation destination; and,

WHEREAS, Applicant desires to construct a state-of-the-art luxury 12,500 seat amphitheater ("**Development**") to host national touring acts; and,

WHEREAS, the Development will support the goals of the Reimagine Cohen effort to revitalize the Cohen Stadium site, provide a catalyst for development in Northeast El Paso, create a regional project, and become destination point; and,

WHEREAS, on May 29, 2018, the City Council established Tax Increment Reinvestment Zone Number Eleven ("**Zone**"); and,

WHEREAS, the Amended Final Project and Financing Plan ("**Plan**") was adopted on June 4, 2024; and,

WHEREAS, the Agreement is consistent with the purpose and Plan for the Zone; and,

WHEREAS, the Tax Increment Reinvestment Zone Number 11 Fund shall finance the Agreement Rebates, in accordance with the provisions of Chapter 311 of the Texas Tax Code and the Plan, unless otherwise stated in the Agreement; and,

WHEREAS, Texas Economic Development Fund (“TED Fund”) was established on January 19, 2021 for the purpose of promoting economic development within El Paso Electric’s Texas Service Area; and,

WHEREAS, the Development is considered a high-impact project within the Tourism Target Industry, and therefore is eligible for financial incentives for the TED Fund; and,

WHEREAS, the City is conveying property under Section 253.0125 of the Texas Local Government Code; and,

WHEREAS, the City Council has found that the conveyance of the City’s Property to the Company is in the public interest because it will revitalize the Cohen Entertainment District, create a new tourism opportunity both regionally and internationally, provide direct and indirect benefits to the El Paso community, while also diversifying and expanding the local tax base and creating quality job opportunities; and,

WHEREAS, the Chapter 380 Agreement and related Purchase and Sale Agreement between the City and Company provide provisions under which the City is granted sufficient control to ensure that the public purpose relating to economic development is accomplished as a result of the conveyance; and,

WHEREAS, the City concludes and hereby finds that this Agreement promotes economic development in the City and meets the requirements of Chapter 380.

The parties agree as follows:

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **“Agreement”** means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. **“Base Year Value”** means valuation of the real and business personal property by the El Paso Central Appraisal District on the rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value.
- C. **“Construction Materials Sales Tax Rebate”** means a one-time 100% rebate of the City’s 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development.
- D. **“Development”** means the construction of a 12,500-seat amphitheater, further described in Exhibit B, which is attached and incorporated for all purposes.
- E. **“Development Fee Waiver”** means a 100% waiver of all development, building permit, and inspections fees required for the Development under Title 18, Title 19, and Title 20 of the El Paso City Code; however, under no circumstances shall the City rebate reinspection and other building and inspection penalty fees associated with the development and construction of the Development.

- F. **“Effective Date”** means the date the El Paso City Council approves this Agreement.
- G. **“Entitlement”** Entitlement means all government authorizations required to develop and construct the Development.
- H. **“Rebate”** means each annual payment to APPLICANT under the terms of this Agreement computed as the sum of the applicable rebates; (i) Mixed Beverage Sales Tax Rebate; (ii) Sales and Use Tax Rebate; (iii) Real and Business Personal Property Tax Rebate; and (iv) the one-time payment for the Construction Materials Sales Tax Rebate.
- I. **“Rebate Submittal Package”** means the documentation required to be supplied to City as a condition of receipt of any Rebate, with such documentation more fully described in the Rebate Submittal Package, which is attached as Exhibit C to this Agreement.
- J. **“Minimum Investment”** means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment is **\$80,000,000**.
- K. **“Business Personal Property Base Year Value”** means the value of the non-inventory, personal property on the El Paso Central Appraisal District rolls as of August 29 of the year in which this Agreement is executed with respect to the Development. However, under no circumstances shall the Business Personal Property Base Year Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determine market value.
- L. **“Property Tax Rebate”** means a rebate, according to the Rebate Table found in Exhibit D of this Agreement, of the City’s portion of the incremental ad valorem real and business personal property tax revenue generated by the subject property above the Base Year Value for the Agreement Period (as defined herein).
- M. **“Mixed Beverage and Gross Receipts Tax Rebate”** means a rebate, according to the Rebate Table found in Exhibit D of this Agreement, of the City’s portion of the mixed beverage sales and gross receipts tax associated with the Applicant’s Tax ID number.
- N. **“Sales and Use Tax Rebate”** means a rebate, according to the Rebate Table found in Exhibit D of this Agreement, of the City’s portion of the sales and use tax generated by the subject property.
- O. **“Qualified Expenditures”** means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.
- P. **“Real Property”** means the real property owned by Applicant located at the Northeast Corner of Cohen Avenue and Gateway Boulevard North, El Paso, TX 79924; Legal Description Portion of Block 7, Castner Range Subdivision No. 1, El Paso, Texas, and described on Exhibit A, which is attached and incorporated by reference. The Real Property is the location for Applicant’s proposed Development.

- Q. “**Development Note**” means an 8-Year promissory note in the amount of \$8,000,000 at 0% interest to Developer to be funded by the Texas Economic Development Fund.

SECTION 2. TERM AND REBATE PERIOD.

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Rebate payments is issued; (ii) **25** years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing (“Term”).
- B. Applicant’s eligibility for Rebate payments shall be limited to **20** consecutive years within the Term of this Agreement (the “Rebate Period”). The first year of the Rebate Period shall be the first tax year after the issuance of the Certificate of Occupancy for the Development. A Temporary Certificate of Occupancy does not qualify as a Certificate of Occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) Applicant shall or construct, at its sole cost and expense, the Development and shall expend a minimum of **\$80,000,000** in Qualified Expenditures to construct the Development.
- (2) **Operator Contract.** Developer is responsible for securing a venue operator for **10 years with two 5-year extensions**, for a minimum **40 events** per year, prior to obtaining a Temporary Certificate of Occupancy.
- (3) Applicant shall commence construction and/or improvements of the Development within **90 days** following Entitlement.
- (4) Within **36** months after Entitlement, Applicant shall submit documentation to the City to verify the following:
 - (1) The expenditure of a minimum of **\$80,000,000** in Qualified Expenditures; and
 - (2) That Applicant has received **Temporary Certificate of Occupancy** for the Development.
- (5) The Applicant shall submit documentation to the City to verify the **Certificate of Occupancy** within **42** months from the date of Entitlement, or 6 months after receipt of Temporary Certificate of Occupancy unless mutually agreed upon in writing by the Developer and City.
- (6) Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.

- (7) The Director of Economic and International Development may provide an extension not to exceed 6 months of Development deadlines, provided that Applicant has made a good faith effort to fulfill its obligations.
- (8) Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.
- (9) Applicant shall demonstrate, before the receipt of any payments, that Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.
- (10) Applicant agrees that during Tax Years 1-3 subsequent to the Effective Date they shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of **\$40,000,000** or less. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, not the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development.
- (11) Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.
- (12) Applicant agrees, at the Applicant's expense, to complete and provide a final Traffic Impact Analysis and Parking Study to the City of El Paso no later than August 15, 2024 unless an extension is mutually agreed upon from both the Applicant and the City of El Paso.

B. REBATE SUBMITTAL PACKAGE.

In order to receive the disbursement of the Rebate, the Applicant must submit a Rebate Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Rebate Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Rebate Submittal Package within 60 business days of the Applicant's receipt of Certificate of Occupancy for the Development. Thereafter, the Applicant's annual Rebate Submittal Package must be submitted on or within 30 business days after the anniversary of the date of the Certificate of Occupancy of each year. A failure by the Applicant to timely submit a Rebate Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Rebate payment for that Rebate year.

- (2) Concurrent with the submittal of a Rebate Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- (3) The City's determination of the amount of the Rebate payment due to the Applicant is final pending substantial compliance documentation is provided by the Applicant or its Representative that verifies a variance in valuation

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a one time, 100% Construction Materials Sales Tax Rebate on the City's portion of the sales and use tax on the Development's construction materials due to the Developer following submission of the first Rebate Submittal Package, in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a 100% Development Fee Waiver in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide an exemption or waiver to any and all fees (e.g. Impact Fees) associated with the Development that are and/or will be subsequently approved by the City Council after the Term Sheet consideration and approval at the April 24, 2024 City Council meeting in accordance with the terms and provisions of this Agreement.
- D. The City agrees to provide a Property Tax Rebate in accordance with the terms and provisions of this Agreement, as detailed in Exhibit D.
- E. The City agrees to provide a Sales and Use Tax Rebate in accordance with the terms and provisions of this Agreement, as detailed in Exhibit D.
- F. The City agrees to provide a Mixed Beverage Sales and Gross Receipts Rebate in accordance with the terms and provisions of this Agreement, as detailed in Exhibit D.
- G. The City agrees to provide an 8-Year promissory note in the amount of \$8,000,000 at 0% interest, funded by the Texas Economic Development Fund. Development Note shall be disbursed to the Developer within 60 days of the Effective Date. Development Note shall be forgiven if Developer meets performance milestones detailed below:
 - (1) Completion of construction within 36 months from Entitlement; and,
 - (2) A minimum of 25 events per year in years 3-5 of the Rebate Period.

- H. The City will process any eligible Rebate payment within **90 days** after receipt of the Applicant's first and annual Rebate Submittal Package.

I. CITY PARTICIPATION IN DEVELOPMENT OF COMPETING VENUES:

- (1) The intent of the parties is to support the successful construction & operation of the purpose-built development as previously defined in Sections 1.D., 3.A.; and Exhibit B.
 - (2) The City agrees to not develop a new live entertainment venue within 60 miles ("Restricted Area") of the Development having a capacity of more than 4,000 persons (a "Competing Venue") and with the intent of competing with the Development; including Applicant's Operator Contract(s) associated with this Development. This shall not be construed to limit the City's pursuit of voter-approved projects, projects affirmed by judicial decree, or participation in regional projects which will not diminish the intent and operation of the purpose-built Development as defined above.
 - (3) As allowable by law; the City shall provide Applicant with a first right of refusal to develop and/or operate any voter approved project as of the Effective Date of this Agreement. Notwithstanding the foregoing, the Applicant shall have the right to pursue and enter into bookings and exclusive booking agreements for any live entertainment venue within the Restricted Area.
 - (4) The provisions of this Section 4.I. will terminate with the termination of this Agreement.
- J. The City shall guarantee parking facilities for exclusive developer use on event days through lease agreements with City entities and or interlocal partnerships. The number of spaces shall be determined by a final Traffic Impact Analysis and Parking Study for site feasibility, except that the minimum number of spaces within a 1 mile radius shall be 3,600 subject to confirmation of the results of the completed the final Traffic Impact Analysis and Parking Study to be provided to the City of El Paso by August 15, 2024.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraphs A through D shall constitute an Event of Default:

- A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and Applicant.
- B. **False Statements.** Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after Applicant learns of its false or misleading nature.

- C. **Insolvency.** Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant.
- D. **Property Taxes.** If Applicant allows its personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.
- E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide Applicant with written notice of the default and Applicant shall have 90 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past the 90 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity. Notwithstanding anything herein or elsewhere to the contrary, no termination of this Agreement shall cause a termination of, or otherwise diminish or effect, the lease agreement for parking contemplated herein and executed by the parties concurrently with closing of the Purchase and Sale Agreement.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 5 of this Agreement and provided that the cure period of 90 days for such default has expired, Rebates previously provided for the preceding 5 years from the date of the Event of Default. City pursuant to this Agreement shall be recaptured and repaid by Applicant within 180 days of the Event of Default\.

SECTION 7. MISCELLANEOUS PROVISIONS

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in mutually agreed in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created

hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.

- C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of fee ownership rights in the Development to any party that is not controlled by (or under common control with) Applicant, Applicant shall notify the City in writing of such sale or transfer 90 business days before the effective date of such sale or transfer. Nothing herein shall be interpreted to restrict the transfer of any leasehold or mortgage interest (or any transfer of rights relating to fire pit suites, owners' suites or similar investor amenities) by or require notice thereof from Applicant to the City.
- D. **Assignment.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Rebate or Rebates that are subject of this Agreement without the City's consent to assignment. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of the taxes rebated prior to the attempted transfer. Notwithstanding the foregoing, nothing herein or elsewhere shall be interpreted to restrict the transfer, assignment, sale, encumbrance or conveyance of any rights or interests hereunder from Applicant to any entity controlled by (or under common control with) Applicant.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Applicant to the same.
- F. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Rebate payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Rebate payment(s) was paid to Applicant, at the rate of seven percent (7%) per

annum. The interest will accrue from the date the Rebate payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Rebate payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.

- I. **Force Majeure.** The parties agree that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- J. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- K. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- L. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when (i) actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below; (ii) sent via electronic transmission to the email addresses set forth below; or (iii) when delivered by hand-delivery. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required Rebate Submittal Packages and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov.

To the City:

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: Economic and International Development
P. O. Box 1890
El Paso, Texas 79950-1890

To the Applicant:

Notes Live, Inc.

Attn: Robert M. Mudd
Address: 1755 Telstar, Suite 501
Colorado Springs, CO 80920

With a Copy to:

Notes Live, Inc.
Attn: W. Wade Beavers
1755 Telstar, Suite 501
Colorado Springs, CO 80920

M. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.

N. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

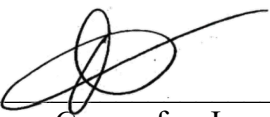
[Signatures begin on the following page]

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

CITY OF EL PASO:

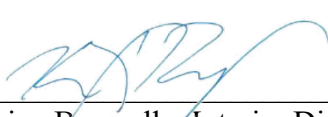
Cary Westin
Interim City Manager

APPROVED AS TO FORM:



Oscar Gomez for, Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Interim Director
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

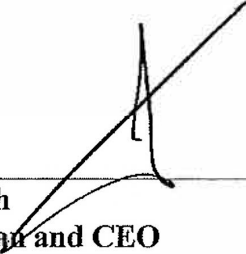
This instrument was acknowledged before me on the _____ day of _____, 2024,
by Cary Westin as Interim City Manager of the City of El Paso, Texas, on behalf of the City of El
Paso, Texas.

My Commission Expires:

Notary Public, State of Texas

[Signatures continue on the following page]

APPLICANT: NOTES LIVE, INC.




JW Roth
Chairman and CEO

ACKNOWLEDGMENT

STATE OF §
 §
COUNTY OF §

This instrument was acknowledged before me on the 24 day of June, 2024, by
JW Roth as Chairman and CEO FOR Notes Live, Inc.

 Kristen Hoskins

Notary Public, State of Colorado

My Commission Expires:

6/20/2027

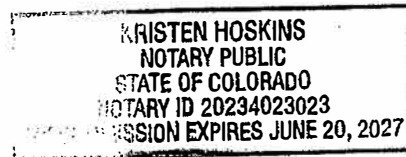


EXHIBIT A

Description of the Real Property

Address: Northeast Corner of Cohen Avenue and Gateway Boulevard North
El Paso, TX 79924

Property ID: 568428

Legal Description: Portion of Block 7, Castner Range Subdivision No. 1, El Paso County, Texas

Geographic ID: C23299900700150



EXHIBIT B

Description of Development

The proposed Project is the construction of a 12,500-seat amphitheater within the Cohen Entertainment District. Projected uses at the site include:

- The operation of the Development including the presentation and broadcasting, streaming or other transmission of concerts, live shows, theater performances, public or private exhibitions, civic events, public ceremonies, other forms of live entertainment and activities related thereto.
- Restaurants and private clubs.
- Sale of food and alcoholic and non-alcoholic beverages, souvenirs and other items customarily sold and marketed in amphitheater/outdoor entertainment facilities, subject to the requirements of Applicable Law.
- Conducting public tours of the Development Site.
- Retail uses, including such uses located in the Development, along the street level of the Development and in kiosks, carts and similar movable or temporary retail facilities.
- Educational, civic, and other public uses.
- Studio and related facilities for radio, television, and other broadcast, streaming and entertainment media within the Development, including support and production facilities.
- Storage of maintenance equipment and supplies used in connection with the operation of the Development Site.
- Presentation and broadcasting, streaming or other transmission of concerts and other entertainment events and activities related thereto, including exhibitions, promotional activities and events, community and public relations, advertising, and other marketing of concerts and events, ticket sales, and all other activities which, from time to time, are customarily conducted by or are related to the presentation and broadcasting or streaming of concerts and other entertainment events.

EXHIBIT B (continued)

Description of Development

Renderings/Building Plans:

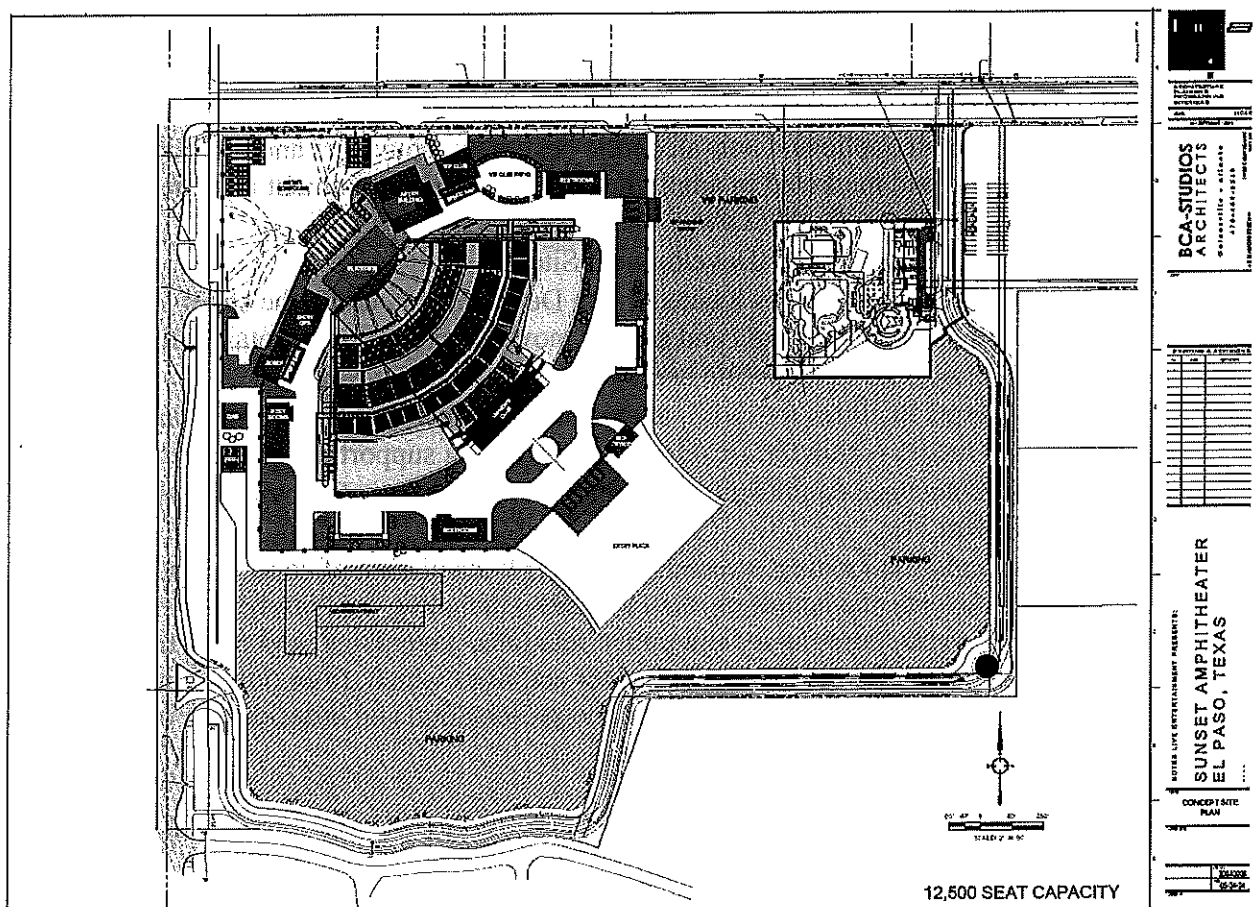


EXHIBIT C

Rebate Submittal Package Form

[Applicant] believes that it has substantially met its obligations under the Chapter 380 Agreement dated the _____ day of ____ 20__ and signed by _____ of [Applicant]. Pursuant to the Agreement, [Applicant] submits this Rebate Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Rebate payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted:

1. Electronically to Email: EDCompliance@elpasotexas.gov;
2. Completed Rebate Submittal Package Form
3. **[INITIAL SUBMITTAL ONLY]** Written confirmation of the execution of the Operator Contract.
4. **[INITIAL SUBMITTAL ONLY]** Copy of Development Permits;
5. **[INITIAL SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development (receipts, invoices, bank and/or credit card statements, checks);
6. **[INITIAL SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate (receipts, invoices, bank and/or credit card statements, checks);
7. **[INITIAL SUBMITTAL ONLY]** Documentation to evidence minimum expenditures to date and not previously verified (receipts, invoices, bank and/or credit card statements, checks)
8. **[INITIAL SUBMITTAL ONLY]** Certificate of Occupancy
9. **[INITIAL SUBMITTAL ONLY]** [1295 Form](#)
10. Real and Business Personal Property tax payment receipt showing proof of payment for calendar tax year being requested (real and personal **if applicable**):
11. Parking Reimbursement Invoice
12. Sales and Use Tax Reports, Returns, and Proof of Payment to the Texas Comptroller's Office.
13. Documentation evidencing the Mixed Beverage and Gross Receipts Tax paid.

It is understood by [Applicant] that the City of El Paso has up to ninety (90) days to process this request and reserves the right to deny the Rebate request if the Applicant has not complied with the terms of the Agreement.

[Applicant]

Name: _____

Title: _____

EXHIBIT D

Tax Rebate Table

Rebate Year	City Real and Business Personal Property	City Sales and Use	City Mixed Beverage Sales and Gross Receipts
1	100%	100%	80%
2	100%	100%	80%
3	100%	100%	80%
4	100%	100%	80%
5	100%	100%	80%
6	100%	100%	80%
8	100%	100%	80%
9	100%	100%	80%
10	100%	100%	80%
11	100%	100%	80%
12	75%	75%	50%
13	75%	75%	50%
14	75%	75%	50%
15	75%	75%	50%
16	75%	75%	50%
17	75%	75%	50%
18	75%	75%	50%
19	75%	75%	50%
20	75%	75%	50%

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name Robert B. Mudd

Business Name Notes Live, Inc and Sunset at El Paso, LLC

Agenda Item Type _____

Relevant Department _____

or term(s)

☒

City Council member(s) during their campaign(s) or term(s) of City office:

[illegible]

Signature: _____

Date: 6-19-2024

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

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- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name

JW Roth

Business Name

Notes Live dba VENU Holding Corporation

Agenda Item Type

Relevant Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: _____

Date: _____

6/24/24



Legislation Text

File #: 24-693, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 4

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to sign a contract of sale with Notes Live Inc, a Colorado corporation, for the sale of approximately 17 acres of property located at the Northeast corner of Cohen Avenue and Gateway Boulevard North, El Paso, TX 79924, legally described as a portion of Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas. [POSTPONED FROM 06-04-2024]

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

AGENDA DATE: May 21, 2024

PUBLIC HEARING: June 4, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Braggalla, (915) 212-0094

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL: Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBJECT:

An ordinance authorizing the City Manager to sign a contract of sale with Notes Live Inc, a Colorado corporation, for the sale of approximately 17 acres of property situated at the Northeast corner of Cohen Avenue and Gateway Boulevard North, El Paso, TX 79924, legally described as a portion of Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

This ordinance would authorize the City Manager to effectuate the conveyance of approximately 17 acres of City-owned property located in Northeast El Paso, at the northeast corner of Cohen Avenue and Gateway North.

Section 253.0125 of the Texas Local Government Code authorizes a municipality to transfer real property with an entity that has entered into a Chapter 380 economic development agreement. Under the proposed terms of the 380 Agreement, Notes Live Inc will develop a 12,500-seat outdoor entertainment venue. The minimum investment is \$80,000,000 and Notes Live will be responsible for securing a venue Operator for a minimum 40 national touring acts per year. The venue is set to open in 2026.

PRIOR COUNCIL ACTION:

On April 23, 2024 City Council approved a Term Sheet with Notes Live Inc for the development of a 12,500-seat amphitheater within the boundaries of TIRZ #11, necessitating the PFP revision.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE WITH NOTES LIVE INC, A COLORADO CORPORATION, FOR THE SALE OF APPROXIMATELY 17 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF COHEN AVENUE AND GATEWAY BOULEVARD NORTH, EL PASO, TX 79924, LEGALLY DESCRIBED AS A PORTION OF BLOCK 7, CASTNER RANGE SUBDIVISION NO. 1, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the City of El Paso (“**City**”) is a municipal corporation organized and existing under the laws of the State of Texas and is the owner of approximately 17 acres of real property situated in Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas (the “**Property**”); and

WHEREAS, the City entered into a Chapter 380 Economic Development Program Agreement (the “**380 Agreement**”) with Notes Live Inc., a Colorado Corporation (“**Company**”) on or about the 4th day of June, 2024 in order to facilitate the construction of a 12,500-seat outdoor live entertainment venue, which will revitalize the Cohen Entertainment District, create a new tourism opportunity both regionally and internationally, and provide direct and indirect benefits to the El Paso community, and;

WHEREAS, Section 253.0125 of the Texas Local Government Code (the “**Code**”) authorizes a municipality that has entered into an economic development agreement with an entity, as authorized by Chapter 380 of the Code, to transfer to that entity real property or interest in real property for consideration; and

WHEREAS, such consideration must be provided in the form of an agreement between the parties that requires the entity to use the property in a manner that primarily promotes a public purpose of the municipality relating to economic development (the “**Contract of Sale**”); and further requires that the Contract of Sale include provisions under which the municipality is granted sufficient control to ensure that the public purpose is accomplished and the municipality receives the return benefit; and

WHEREAS, the City Council has found that the conveyance of the City’s Property to the Company is in the public interest because it will revitalize the Cohen Entertainment District, create a new tourism opportunity both regionally and internationally, provide direct and indirect benefits to the El Paso community, while also diversifying and expanding the local tax base and creating quality job opportunities; and

WHEREAS, the Contract of Sale and related Chapter 380 Agreement between the City and Company provide provisions under which the City is granted sufficient control to ensure that the public purpose relating to economic development is accomplished as a result of the conveyance; and

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

That the City Manager is authorized to sign, on behalf of the City of El Paso, the Contract of Sale between the City and Company, for the sale of approximately 17 acres of real property situated in Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas; and that the City Manager is further authorized to sign all documents necessary to effectuate this transaction, as approved by the City Attorney's Office.

PASSED AND ADOPTED on this the _____ day of _____, 2024.

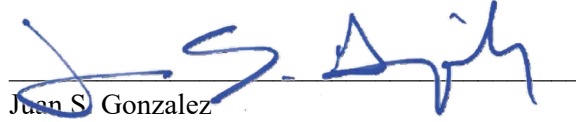
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic & International Development

PURCHASE AND SALE AGREEMENT

[*17+/-*] Acres, Cohen Entertainment Center -- El Paso, Texas

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), made and entered into as of the 24 day of June, 2024 (the "Effective Date"), by and between **THE CITY OF EL PASO**, a political subdivision of the State of Texas ("Seller"), and **NOTES LIVE, INC.**, a Colorado corporation ("Purchaser").

WITNESSETH:

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00), in hand paid, and other good and valuable consideration, including without limitation, the parties' respective covenants and undertakings set forth in that certain Chapter 380 Economic Development Program AGREEMENT dated of even date herewith (the "380 Agreement"), the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree and covenant as follows:

PURCHASE AND SALE. Upon all the terms and conditions hereinafter set forth, Seller convey to Purchaser: (a) all that tract or parcel of land lying and being in El Paso County, city of El Paso, Texas, the same containing approximately 17 acres and being more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof, together with all rights, easements, appurtenances and hereditaments thereunto belonging; and (b) a leasehold interest in certain parking facilities sufficient to accommodate not fewer than 3,600 vehicles within a one mile radius in connection with events to be conducted on the Property by Purchaser (collectively, the "Property") subject to a final Traffic Impact Analysis and Parking Study and approval by Operator. Said leasehold interests shall be conveyed at Closing pursuant to a lease agreement (the "Lease") to be negotiated as to form by Seller and Purchaser prior to expiration of the Inspection Period (defined below). The Lease and the parking rights granted thereunder shall survive any termination of the 380 Agreement and shall have a term of 99 years.

2. **CONSIDERATION.** The consideration for the Property shall be the covenants and undertakings of Purchaser set forth herein and in the 380 Agreement, all of which Seller hereby acknowledges are of substantial and material benefit to Seller.

3. **SURVEY.** Prior to expiration of the Inspection Period (as defined below), Purchaser shall have the right, at Purchaser's expense, to cause an accurate survey to be made of the Property by a surveyor registered and licensed as such under the laws of the State of Texas. The legal description derived from said survey shall be the legal description used to describe the Property on the conveyance deed.

4. **TITLE.** Seller shall furnish marketable and insurable title to the Property ("insurable" as used herein is defined to mean title which is insurable by a Texas licensed title company at its standard rates without exception, other than those exceptions acceptable to Purchaser). Purchaser shall examine title to the Property and, no later than (15) days prior to the expiration of the Inspection Period, furnish Seller with a written statement of any objections to Seller's title. If Seller shall fail to cure such legal objections within five (5) days prior to Closing, then Purchaser shall have the right to terminate this Agreement upon written notice to Seller, and upon any such termination the 380 Agreement also shall be deemed automatically

terminated without additional action required of each party, and thereafter neither party shall have any further rights or obligations under this Agreement or under the 380 Agreement except as to those rights and obligations that expressly survive termination. Notwithstanding anything herein to the contrary, Purchaser and Seller agree that the Special Warranty Deed delivered to Purchaser at Closing, as set forth in Section 5 below, shall include the following two (2) restrictive covenants (the "Restrictive Covenants"): (a) the Property shall be used exclusively as an entertainment venue as contemplated in the 380 Agreement; and (b) in the event Seller elects to terminate the 380 Agreement in accordance with terms thereof following a Purchaser default thereunder, Purchaser, within thirty (30) days following such termination, shall either (i) reconvey the Property to Seller or (ii) pay to Seller, in cash, the sum of \$5,091,075 (said amount to be adjusted following receipt of the final survey to equal: (x) the total square feet within the Property multiplied by (y) \$7.41.)

5. CLOSING. Purchaser and Seller shall consummate and close the sale contemplated by this Agreement (the "Closing") on or before the date forty-five (45) days following expiration of the Inspection Period.

At Closing hereunder, Seller shall convey the Property to Purchaser by Special Warranty Deed, which deed shall be in a form recordable in the county in which the Property is located. Seller shall also deliver to Purchaser at Closing a lease conveying to Purchaser the parking rights set forth in Section 1(b) above in reasonable form and substance to be negotiated in good faith by the parties prior to expiration of the Inspection Period (the "Parking Lease") and such other documents (including without limitation a standard title affidavit) as may be required by Purchaser's title insurer to cause such insurer to issue in favor of Purchaser a standard ALTA Owner's Policy of Title Insurance containing no exceptions other than those accepted by Purchaser (but expressly including the Restrictive Covenants).

6. INSPECTION. Commencing upon the date of this Agreement and extending through the date sixty (60) days following the Effective Date (the "Inspection Period"), Purchaser shall have the right to enter the Property personally or through agents, employees and contractors for the purpose of making boundary line and topographical surveys of same, making soil tests thereon and in general conducting tests, analyses and investigations of the Property. Purchaser hereby agrees to indemnify and save Seller harmless from any claim or liability that may arise against Seller by reason of such surveys, tests, analyses and investigations. Purchaser further agrees that any test performed or work done shall not unreasonably disturb the Property from its present condition.

7. CONDITION OF PROPERTY. Commencing upon the date of this Agreement and extending through Closing hereunder, the Property and title to the Property shall remain in the same condition as on the date hereof, except, however, for natural wear and tear. Seller shall not alter either the condition of the Property or the status of the title to the Property without the prior written consent of Purchaser.

8. PURCHASER'S DEFAULT. If the sale and purchase is not consummated because of Purchaser's default, then Seller shall have as its exclusive remedy the right to terminate this Agreement upon written notice to Purchaser.

9. SELLER'S DEFAULT. If the purchase of the Property is not consummated in accordance with the terms and conditions of this Agreement on account of default or breach by Seller, Purchaser may thereafter avail itself of all remedies available at law or in equity including, without limitation, the right to specific performance of this Agreement.

10. CONDITIONS PRECEDENT. The Purchaser's obligation to close hereunder is expressly conditional and contingent upon Purchaser's successful testing and inspection of the Property. Purchaser's inspections are solely for the benefit of Purchaser and may be relied upon or waived by Purchaser at its sole option. In the event that Purchaser determines, on or before the expiration of the Inspection Period, that its tests are not acceptable to Purchaser in its sole discretion, then, Purchaser shall have the right to terminate this Agreement upon written notice to Seller, and upon such termination, the 380 Agreement shall be automatically terminated. Upon any such termination, neither party shall have any further rights or obligations hereunder or under the 380 Agreement, except only as to those rights and obligations that expressly survive termination.

11. EMINENT DOMAIN. If, after the date hereof and prior to Closing, Seller receives notice of the commencement or threatened commencement of any eminent domain, condemnation, or other like proceeding against the Property or any portion thereof, Seller shall immediately notify Purchaser, and Purchaser shall elect, by written notice to Seller at any time prior to Closing, either (i) not to close the transaction contemplated hereby, or (ii) to close the transaction contemplated hereby in accordance with its terms, but subject to such proceedings, in which event the Purchase Price shall not be reduced and Seller shall assign to Purchaser all of Seller's rights in and to any condemnation award or proceeds.

12. NOTICE. Any notice required or permitted to be given hereunder shall be sufficient if in writing and delivered in person, by overnight courier, or by email transmission to the party being given such notice at the following addresses:

Seller: City of El Paso
Attn: City Manager
PO Box 1890
El Paso, Texas 79950-1890
Email: CMO@elpasotexas.gov

Copy to: City of El Paso
Attn: Economic Development
PO Box 1890
El Paso, Texas 79950-1890
Email: ED@elpasotexas.gov

Purchaser: Notes Live, Inc.
1755 Telstar Drive, Suite 501
Colorado Springs, Colorado 80920
Attention: Mr. Bob Mudd
Email: bmudd@noteslive.vip

Any party may change said address by giving the other parties hereto notice of such change of address. Notice given as hereinabove provided shall be deemed given at the time of personal delivery or completed email transmission, as the case may be.

13. ENVIRONMENTAL TESTS. At any time prior to Closing, Purchaser may conduct such environmental tests at its expense as it may desire on and about the Property. Seller will give Purchaser reasonable access to the Property during normal business hours in order to conduct such tests.

14. ASSIGNMENT. Purchaser shall have the right to assign this agreement, without Seller's consent, to any party controlled by, or under common control with, Purchaser. Purchaser may not otherwise assign this Agreement without the written consent of Seller, which consent may be granted or denied in Seller's sole discretion.

15. MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Agreement constitutes the entire agreement between the parties hereto, and no modification hereof shall be binding unless set forth in a writing signed by Seller and Purchaser. Purchaser shall have the right to assign this Agreement either in whole or in part, subject to the provisions of paragraph 14. The paragraph titles are inserted herein only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement. The laws of the State in which the Property is located shall govern the interpretation, validity and enforcement of this Agreement, and if any provision herein shall be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have set their hands under seal from and after the date and year of the full execution thereof.

PURCHASER:

NOTES LIVE, INC,
a Colorado corporation

By: _____

Name: 4 JW Roth

Title: CEO / Chairman

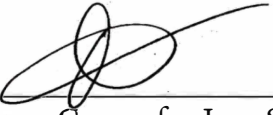
[SIGNATURES CONTINUE ON NEXT PAGE]

SELLER:

THE CITY OF EL PASO,
a Texas home rule municipal corporation

Cary Westin
City Manager

APPROVED AS TO FORM:



Oscar Gomez for Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragaglia, Interim Director
Economic & International Development

[END OF SIGNATURES]

EXHIBIT "A"

LEGAL DESCRIPTION

Portion of Block 7, Castner Range Subdivision No. 1, El Paso County, Texas

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution"** A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor"** A person making a contribution, including the contributor's spouse.
- "Donation"** Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor"** An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting"** Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name Robert B. Mudd

Business Name Notes Live, Inc and Sunset at El Paso, LLC

Agenda Item Type _____

Relevant Department _____

or term(s)

☒

☒☐

City Council member(s) during their campaign(s) or term(s) of City office:

[illegible]

Signature: _____

Date: 6-19-2024

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name

JW Roth

Business Name

Notes Live dba VENU Holding Corporation

Agenda Item Type

Relevant Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: _____

Date: _____

6/24/24



Legislation Text

File #: 24-694, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 4

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

AGENDA LANGUAGE:

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

An Ordinance approving amendment number three to the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Eleven, City of El Paso, Texas; making various findings related to such Plan; providing for severability; and providing an effective date. [POSTPONED FROM 06-04-2024]

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

AGENDA DATE: May 21, 2024

PUBLIC HEARING: June 4, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Braggalla, (915) 212-0094

DISTRICT(S) AFFECTED: 4

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 three to the Final Project and Financing Plan for Tax Increment Reinvestment Zone Number Eleven, City of El Paso, Texas; making various findings related to such Plan; providing for severability; and providing an effective date.

BACKGROUND / DISCUSSION:

The proposed amendment would update the Project and Financing Plan for Tax Increment Reinvestment Zone #11 (TIRZ #11). The amendment will update revenue projections and project costs to align with the expected entertainment venue development.

PRIOR COUNCIL ACTION:

On May 29, 2018, City Council approved Ordinance No. 018792, creating TIRZ #11 on the former Cohen Stadium Site. TIRZ #11 was expanded in 2019 and the City added a contribution of sales and use tax.

On April 23, 2024 City Council approved a Term Sheet with Notes Live Inc for the development of a 12,500-seat amphitheater within the boundaries of TIRZ #11, necessitating the PFP revision.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



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

ORDINANCE NO. ____

AN ORDINANCE APPROVING AMENDMENT NUMBER THREE TO THE FINAL PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ELEVEN, CITY OF EL PASO, TEXAS; MAKING VARIOUS FINDINGS RELATED TO SUCH PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code (the “**Act**”) and pursuant to Ordinance No. 018792, adopted by the City Council of the City of El Paso, Texas (the “**City**”) on May 29, 2018, the City created Tax Increment Reinvestment Zone Number Eleven, City of El Paso, Texas (the “**Zone**”); and

WHEREAS, on June 12, 2018, the board of directors of the Zone (the “**Board**”) adopted a Project and Financing Plan (the “**Plan**”) for the Zone as required by Section 311.011(a) of the Act; and

WHEREAS, on June 26, 2018, City Council, pursuant to Chapter 311 of the Code, approved Ordinance No. 018805 approving a Plan for the Zone as adopted by the Board and as required by Section 311.011(d) of the Act; and

WHEREAS, on March 19, 2019, City Council, pursuant to Chapter 311 of the Code, approved Ordinance No. 018913 which amended Ordinance No. 018792 by expanding the boundaries of the Zone; establishing the City’s tax increment contribution in regards to the expanded area; amending the language of the Zone’s duration provision; and amending the Zone’s Plan; and

WHEREAS, on October 29, 2019, the City Council of the City of El Paso, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 018996 approving a second amendment to the Zone’s Plan, and the establishment of a sales and use tax increment contribution by the City to the Zone’s tax increment fund.; and

WHEREAS, as authorized by Section 311.011(e), and 311.008, of the Act, on May 21, 2024 the Board recommended that the Plan be amended as presented in Exhibit “A” and be approved by the City Council:

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

Section 1. Findings.

That the City Council hereby makes the following findings of fact:

- 1.1** The statements and facts set forth in the recitals of this Ordinance are true and correct.

- 1.2 That the Plan includes all information required by Sections 311.003(b) and (c) of the Act.
- 1.3 That the Plan is feasible and the project plan conforms to the City's master plan.

Section 2. Approval of Plan.

That based on the findings set forth in Section 1 of this Ordinance, the Plan is hereby approved.

Section 3. Severability.

That if any portion, section or part of a section of this Ordinance is subsequently declared invalid, inoperative or void for any reason by a court of competent jurisdiction, the remaining portions, sections or parts of sections of this Ordinance shall be and remain in full force and effect and shall not in any way be impaired or affected by such decision, opinion or judgment.

Section 4. Effective Date.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND ADOPTED on this ___ day of _____ 2024.

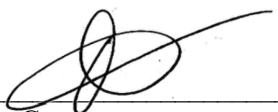
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

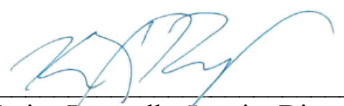
Laura Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Interim Director
Economic and International Development



Legislation Text

File #: 24-686, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 1

Planning and Inspections, Philip F. Etiwe, (915) 212-1553

Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of all of Tracts 90-A, 92, and 93, S.A. & M.G. Railroad Survey #267, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-3 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Thorn and West of Doniphan

Applicant: Martha M. Santana, PZRZ24-00003

[POSTPONED FROM 06-11-2024]

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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Definitions:

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- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name

MARTHA M SANTANA

Business Name

ABM CONSTRUCTION CO.

Agenda Item Type

Relevant Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____

Date: _____

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

AGENDA DATE: May 21, 2024
PUBLIC HEARING DATE: June 11, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 1

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of all of Tracts 90-A, 92, and 93, S.A. & M.G. Railroad Survey #267, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-3 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Thorn and West of Doniphan
Applicant: David Ballard, PZRZ24-00003

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-3 (Residential) to C-3 (Commercial) to allow for a proposed office and self-storage facility. City Plan Commission recommended 8-0 to approve with conditions of the proposed rezoning on April 4, 2024. As of May 6, 2024, the Planning Division has received an email in support of the rezoning request from the public. 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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF ALL OF TRACTS 90-A, 92, AND 93, S.A. & M.G. RAILROAD SURVEY #267, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO C-3 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of All of Tracts 90-A, 92, and 93, S.A. & M.G. Railroad Survey #267, *located in the City of El Paso, El Paso County, Texas*, and as more particularly described by metes and bounds on the attached Exhibit “A”, incorporated by reference, be changed from **R-4 (Residential)** to **C-3 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
2. *That semi-truck parking area shall be located no closer than 20 ft. to any residential lots.*
3. *That major motor vehicle repair and car sale lot uses be prohibited on the subject property.*
4. *That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the detailed site development plan review, the traffic engineer shall review and determine if a Traffic Impact Analysis (TIA) will be required. If required, the TIA shall be approved prior to the issuance of any certificates of occupancy or certificates of completion.*

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, **2024.**

THE CITY OF EL PASO

Oscar Leaser
Mayor

(Additional Signatures following page)

ORDINANCE NO. _____

Zoning Case No: PZRZ24-00003

ATTEST:

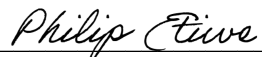
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ24-00003

EXHIBIT "A"

PROPERTY DESCRIPTION

5313-5317 MACE STREET

Description of a parcel of land being all of Tracts 90-A, 92 and 93, S.A. & M.G. Railroad Survey #267, City of El Paso, El Paso County, Texas, being those same parcels recorded in Clerk's File #20220046226 (and individually: Tract 90-A in book 1193, page 605; Tract 92 in book 455, page 273; Tract 93 in book 590, page 281), El Paso County Clerks Records, and described as follows;

Commencing for reference at a chiseled "V" on concrete, found at the corner of Tract 72-B-1, said "V" also lying on the easterly R.O.W. of Doniphan Drive (80' wide); Thence, with said easterly R.O.W. of said Doniphan Drive, North 18°16'00" West a distance of 164.04' to the most westerly corner of Tract 94 (also described in said book 455, page 273), also being the most southerly corner of Tract 89 (recorded in clerk's file #20210053659); Thence, with the common line between said Tracts 89 and 94, North 71°44'00" East a distance of 403.00' (381.00' shown on tax map in error) to a 1/2" rebar found at the most easterly corner of said Tract 89, also being the most southerly corner of said Tract 90-A, and being the "Point Of Beginning";

Thence, along the common boundary between said Tracts 89 and Tract 90-A, North 18°16'00" West a distance of 125.00' to a 5/8" rebar with cap stamped "5372" found at the most westerly corner of said Tract 90-A, and also lying on the southeasterly boundary line of Selden Place (recorded in clerk's file #20200022308);

Thence, with said southeasterly boundary line of Selden Place, North 71°44'00" East a distance of 299.90' to a 5/8" rebar with cap stamped "5372" found at the most northerly corner of said Tract 90-A and also being the most easterly corner of Tract 85 (recorded in volume 3385, page 186), and lying on the southwesterly R.O.W. of Mace Street (dedicated in book 43, page 18, Plat Records of El Paso County);

Thence, with said southwesterly R.O.W. of Mace Street, the following three courses:

- South 18°16'00" East a distance of 66.40' to a 5/8" rebar with cap stamped "5372" found for an angle point of said ROW;
- with the boundary line of that parcel recorded in book 427, page 336, South 71°44'00" West a distance of 17.34' to a 5/8" rebar with cap stamped "5372" found for an angle point of said ROW;
- continuing with said boundary line of that parcel recorded in book 427, page 336, South 18°16'00" East a distance of 58.60' to a 5/8" rebar with cap stamped "5372" found at the most easterly corner of said Tract 90-A, and also lying on the northwesterly boundary line of Tract 91 (recorded in book 673, page 300);

Thence, with the common boundary line between said Tracts 90-A and 91, South 71°44'00" West a distance of 99.76' to a 5/8" rebar with cap stamped "5372" found at the most westerly corner of said Tract 91, and also being the most northerly corner of said Tract 92;

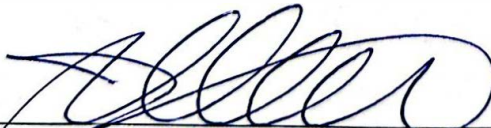
Thence, with the common boundary line between said Tracts 91 and 92, South 18°16'00" East a distance of 53.00' to a 5/8" rebar with cap stamped "5372" found at the most easterly corner of said Tract 92, and also being the most southerly corner of said Tract 91;

Thence, with the southeasterly boundary line of said Tract 92, South 71°44'00" West a distance of 177.00' (178.50' shown on tax map in error) to a 5/8" rebar with cap stamped "5372" found at the most southerly corner of said Tract 93, also being the most easterly corner of said Tract 94;

Thence, with the common boundary line between said Tracts 93 and 94, North 18°16'00" West a distance of 53.00' to a 5/8" rebar with cap stamped "5372" found for the most westerly corner of said Tract 93, and also being the most northerly corner of said Tract 94;

Thence, with the northwesterly boundary line of said Tract 94, South 71°44'00" West a distance of 5.80' to the "Point Of Beginning" and containing 45,852 sq. ft. or 1.0526 acres.

Based on a field survey performed under my supervision and dated 08/16/2022 and updated on 12/06/2023


John A. Eby, Texas R.P.L.S. 5372 NM PLS 17779

Paso Del Norte Surveying Inc.
13998 Bradley Road
El Paso, TX. 79938
915-241-1841
TBPELS FIRM #10001200



North of Thorn and West of Doniphan

City Plan Commission — April 4, 2024



CASE NUMBER: PZRZ24-00003
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: Martha M. Santana
REPRESENTATIVE: TJ Karam
LOCATION: Generally North of Thorn Ave. and West of Doniphan Dr. (District 1)
PROPERTY AREA: 1.05 acres
REQUEST: Rezone from R-4 (Residential) to C-3 (Commercial)
RELATED APPLICATIONS: None
PUBLIC INPUT: Received an email in support as of March 28, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone from R-4 (Residential) to C-3 (Commercial) to allow for proposed office and self-storage warehouse.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The proposed zoning district is compatible with the commercial uses in the surrounding area and consistent with *Plan El Paso*, the City's Comprehensive Plan, and the G-3, Post-War future land use designation. The recommended conditions are the following:

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
2. *That commercial truck loading and unloading area for deliveries shall be located no closer than 20 feet to any residential lots.*
3. *That major motor vehicle repair and car sale lot uses be prohibited on the subject property.*
4. *That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the detailed site development plan review, the traffic engineer shall review and determine if a Traffic Impact Analysis (TIA) will be required. If required, the TIA shall be approved prior to the issuance of any certificates of occupancy or certificates of completion.*

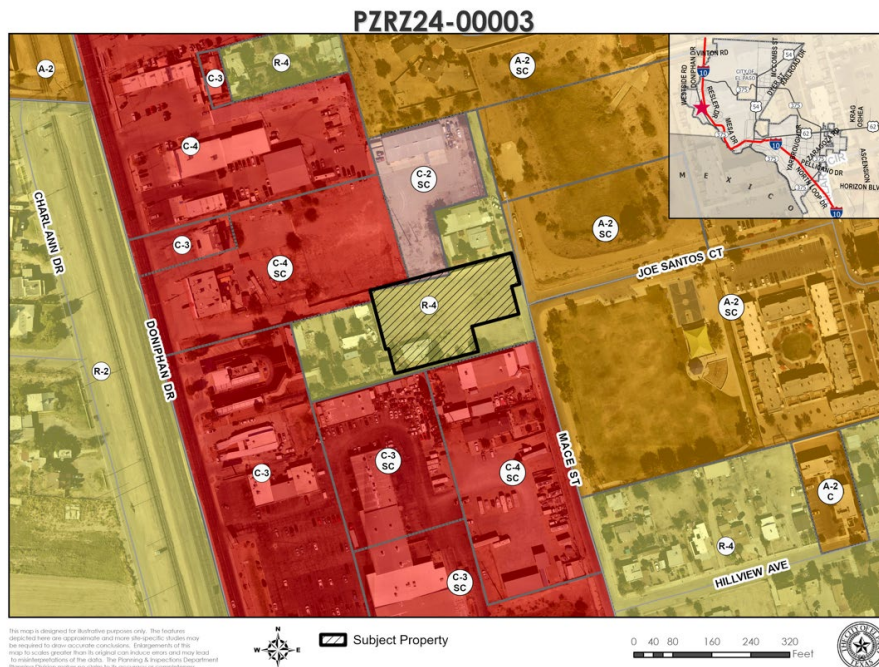


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from R-4 (Residential) to C-3 (Commercial) to allow for proposed office and self-storage warehouse. The size of the property is 1.05 acres. The property is currently vacant. The conceptual site plan shows a proposed building on the property. Main access to the property is proposed from Mace Street.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development is permitted by right in the C-3 (Commercial) zoning district. Properties to the north are zoned R-4 (Residential), C-2 (Commercial), and C-4 (Commercial). The existing uses consist of multi-family dwelling, office warehouse, and a vacant lot; to the south are zoned R-4 (Residential) and C-4 (Commercial) and consist of vacant lot, contractor's yard, and major motor vehicle repair; to the east is zoned A-2 (Apartment) and consist of ponding area and park; and to the west is zoned R-4 (Residential) and consist of single-family dwellings. The closest school is St. Mark's Middle School located 0.51 mile away and the closest park is Thorn Park located 0.01 mile away.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property is proposed to be developed into commercial development, which is in character with the future land use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-3 (Commercial) District: The purpose of these districts is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes. The proposed C-3 (Commercial) zoning district will provide for the integration of commercial uses with adjacent C-2, C-3, and C-4 (Commercial) zoning districts in the surrounding area. Conditions are recommended to safeguard single-family uses allowed in the proximity.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property has access to Mace Street, which is designated as local street in the City's Major Thoroughfare Plan. In addition, it is close to Doniphan Drive to the west and Thorn Avenue to the south, which are designated as freeway and collector, respectively.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
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 plan, including land-use maps in those plans.	None. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezonings within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Mace Street which is designated as local street in the City's Major Thoroughfare Plan. Mace Street connects to Thorn Avenue to the south designated as a collector located 0.18 miles. Additionally, Doniphan to the west is also designated as a freeway located 0.13 miles. The classification of these roads is appropriate for the proposed development. Although pursuant to requirements for this rezoning request, a Traffic Impact Analysis deferral letter has been submitted and is under review by the City of El Paso's Streets and Maintenance Department as well as by the Texas Department of Transportation at the time of the subdivision platting stage. Prior to development, the subject property will need to be formally subdivided and necessary infrastructure will be addressed at that time. There are at least five (5) bus stops within walkable distance (0.25 mile) of the subject property. The closest bus stop is 0.20 miles away along Doniphan Drive.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: The subject property is located within the boundary of Upper Valley Neighborhood Association, which were notified of the rezoning request by the applicant. As required, public notices were mailed to property owners within 300 feet on March 21, 2024. As of March 28, 2024, the Planning Division has received an email in support of the request from the public.

RELATED APPLICATIONS: None.

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

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.

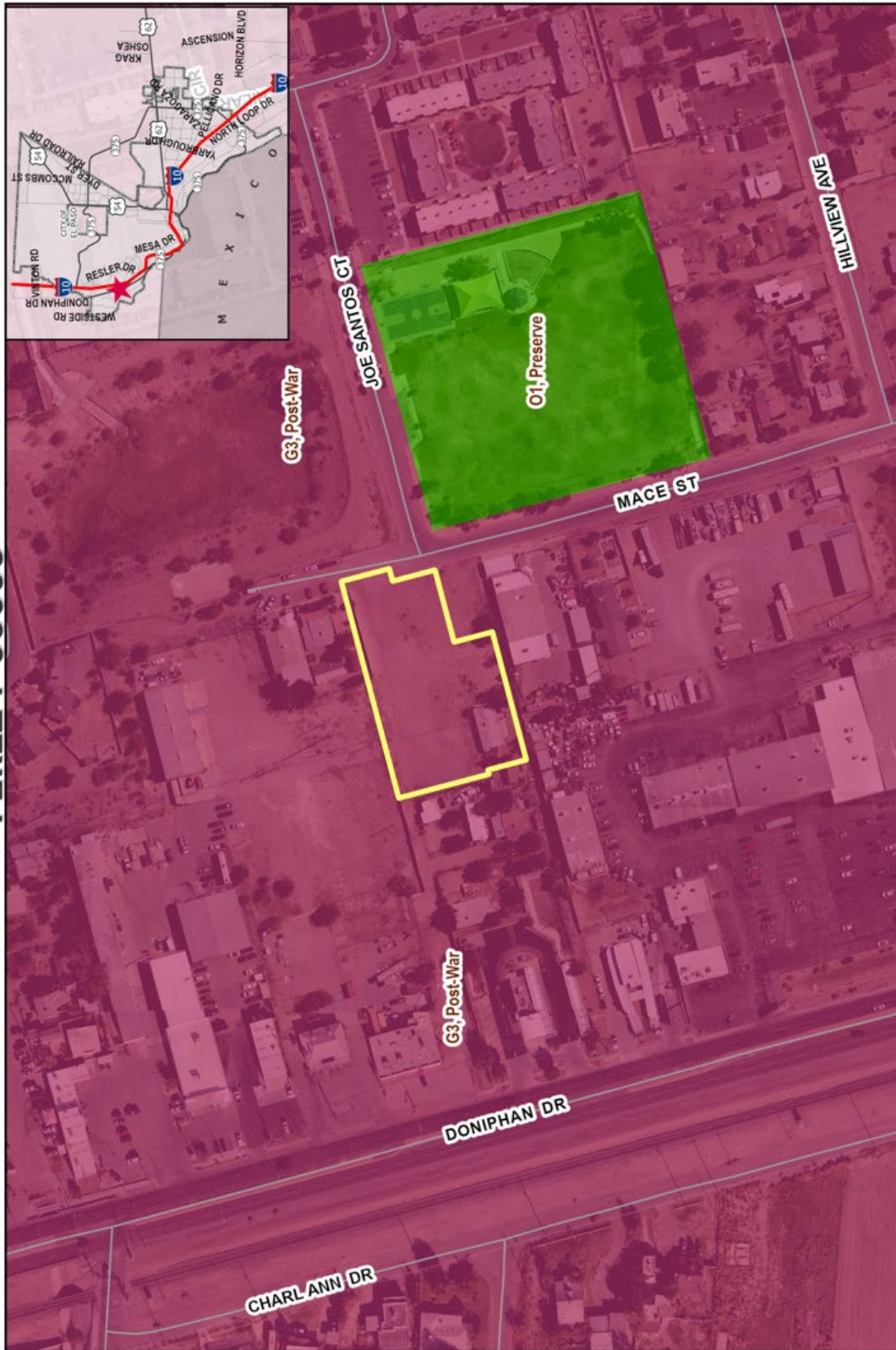
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Email in Support

ATTACHMENT 1

PZR24-00003

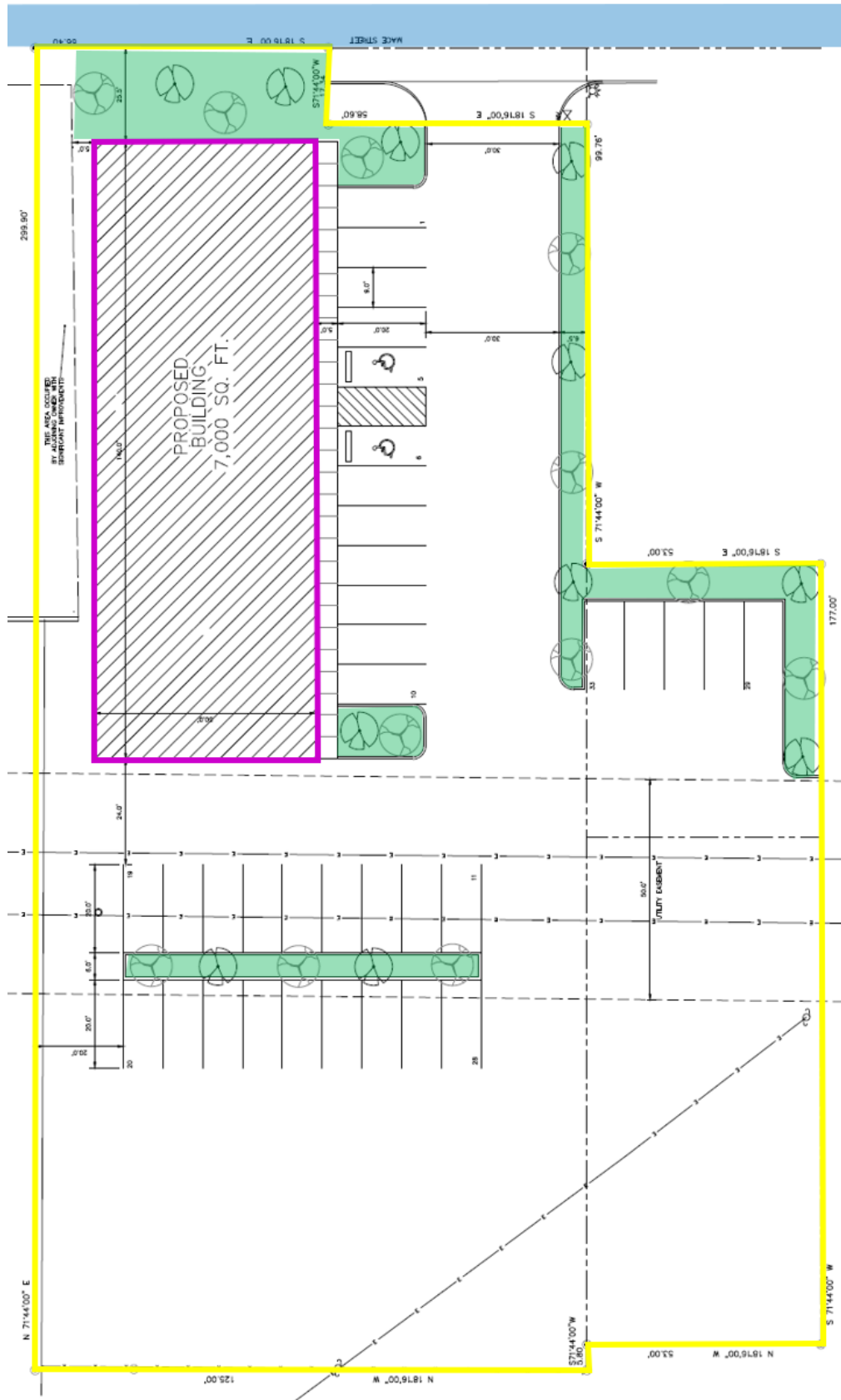


Subject Property



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map may be made for informational purposes only and are not to be used for interpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.

ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends approval of the rezoning request from R-4 to C-3 with the following conditions:

The conditions are the following:

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
2. *That commercial truck loading and unloading area for deliveries shall be located no closer than 20 feet to any residential lots.*
3. *That major motor vehicle repair and car sale lot uses be prohibited on the subject property.*
4. *That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion. At the time of the detailed site development plan review, the traffic engineer shall review and determine if a Traffic Impact Analysis (TIA) will be required. If required, the TIA shall be approved prior to the issuance of any certificates of occupancy or certificates of completion.*

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

1. A portion of the property area will be in the Flood zone according to the preliminary future FEMA maps. Meaning; that according to current maps from FEMA, the property is not in the flood zone area, but the property will be in the flood zone area in the future when new maps become effective. It is recommended to build 1 foot above the preliminary BFE for the affected lots.
2. There are three separate properties in this project, coordinate with planning to comply.
3. The properties 5317, 5313, 5325, 5329, and 5321 are landlocked, provide access, utilities, and drainage easements if required.
4. A portion of Mace St. is not completed (paving, curb and gutter, and sidewalk), they have to complete their portion of the property at the time of Building permit .

Note: Comments will be addressed at the subdivision platting stage.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Streets and Maintenance Department

Streets and Maintenance traffic engineering has no objections to the rezoning request. Traffic Impact Analysis (TIA) is required. Your request for TIA deferment for the subject application is approved.

Note: TIA is deferred to Subdivision platting stage.

Sun Metro

No comments received.

El Paso Water

EPWater-PSB does not object to this request.

The site plan shall show the existing 20-foot PSB easement and the existing 6-inch diameter water main within the property, described below.

Water:

There is an existing 6-inch diameter water main that extends within the property in a 20-foot PSB easement. The alignment of the line varies. First, the line extends 270-feet west of Mace St. The line then extends 105-feet north. Finally, the line extends 225-feet west. This main is available for service.

There is an existing 8-inch diameter water main that extends along Mace St., located approximately 19-feet west of the east right-of-way line. This main is available for service.

EPWater-PSB records indicate two vacant ¾-inch water service connections (inactive meters) serving the subject property. The address for these services is 5313 Mace St. and 5317 Mace St., respectively.

Previous water pressure readings from fire hydrant #7573, located at the intersection of Mace St. and Joe Santos Ct., have yielded a static pressure of 70 (psi), a residual pressure of 62 (psi), and a discharge flow of 1,061 (gpm).

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends within a 20-foot PSB easement. The main extends east of Doniphan Dr. and dead ends at the northwestern corner of the property. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Mace St., located approximately 10-feet east of the west right-of-way line. This main is available for service.

There is an existing 24-inch diameter dual force main that extends along Mace St., located approximately 20-feet east of the west right-of-way line. No direct service connections are allowed to this main.

General:

No building, reservoir, structure, parking stalls, or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, trees, buildings, curbs, or any structure that will interfere with the access to the PSB easement(s). There shall be at least a 5-foot setback from the easement line to any building, sign, or structure. All easements dedicated to public water and/or sanitary sewer facilities shall comply with EPWater-PSB Easement Policy. The PSB easement(s) shall be improved to allow the operation of EPWater-PSB maintenance vehicles. EPWater-PSB requires access to the proposed water facilities, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

During the site improvement work, the Owner/Developer shall safeguard all existing water mains, sanitary sewer mains, and appurtenant structures located within the subdivision. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing EPWater-PSB facilities and is responsible for the costs of setting appurtenant structures to final grade.

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

No comments received.

Texas Department of Transportation

Not abutting on TXDOT ROW.

El Paso County Water Improvement District No. 1

No comments received.

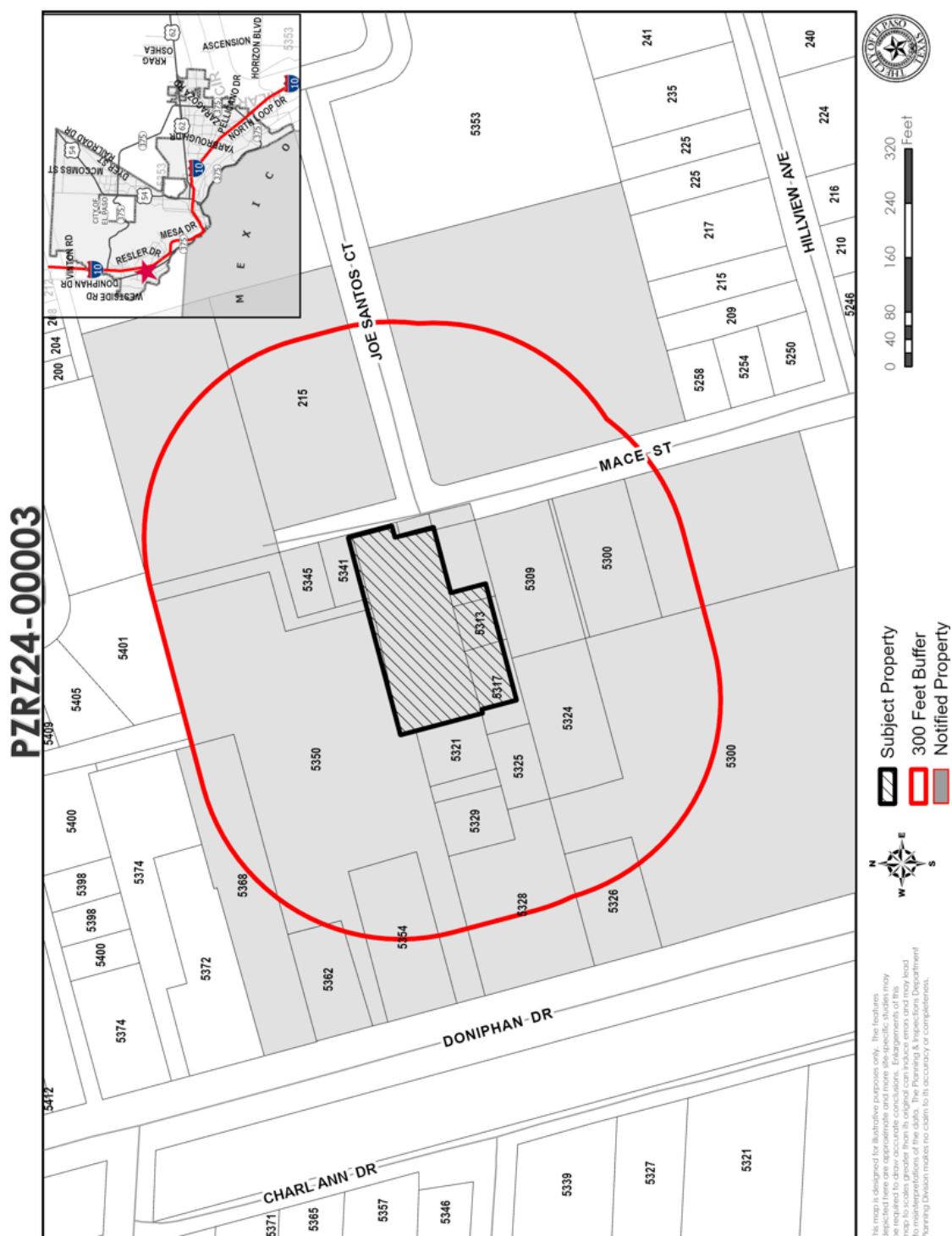
Texas Gas Service

No objections.

911 District

No comments/concerns regarding this re-zoning.

ATTACHMENT 4



ATTACHMENT 5

3/20/24, 8:02 AM

Gmail - MACE STREET IMPROVEMENTS



TJ Karam <tjkaram1@gmail.com>

MACE STREET IMPROVEMENTS

2 messages

Luis Munoz <munozluis5345@yahoo.com>
To: "tjkaram1@gmail.com" <tjkaram1@gmail.com>

Tue, Mar 19, 2024 at 8:53 PM

Dear Mr. Karam, I am writing this email to inform your office that I am in favor of the proposed zone changes to Mace street properties as posted. I am the owner of the house located at 5345 Mace street. I have resided on this property since 1994. It is my opinion that this change will improve our neighborhood in many ways. You can count on me for support in favor of a zone change. Sincerely, Luis Munoz.

TJ Karam <tjkaram1@gmail.com>
To: Luis Munoz <munozluis5345@yahoo.com>

Wed, Mar 20, 2024 at 8:40 AM

Thank you Luis. I appreciate your support.

Thank you,

TJ Karam
Karam Development
915-204-0095

This e-mail including any attachments is confidential and may be legally privileged. If you have received it in error please advise the sender immediately by return email and then delete it from your system. The unauthorized use, distribution, copying or alteration of this email is strictly forbidden.

On Mar 19, 2024, at 8:53 PM, Luis Munoz <munozluis5345@yahoo.com> wrote:

[Quoted text hidden]

<https://mail.google.com/mail/u/0/?ik=32e108fcf3&view=pt&search=all&permthid=thread-f:1794012049702989592&simpl=msg-f:1794012049702989592&simpl=...> 1/1



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-761, Version: 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 6

Planning and Inspections, Philip F. Etiwe, (915) 212-1553

Planning and Inspections, Saul J. G. Pina, (915) 212-1612

AGENDA LANGUAGE:

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

An Ordinance vacating a ten-foot Public Utility Easement (0.010 Acres of Land) located within Lot 9, Block 12, Stanton Heights Unit Three, City of El Paso, El Paso County, Texas.

Subject Property: 3312 Martina Pl.

Applicant: Elizabeth Morales, SUET24-00001

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

AGENDA DATE: June 11, 2024
PUBLIC HEARING DATE: July 2, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Saul J. G. Pina, (915) 212-1612

DISTRICT(S) AFFECTED: District 6

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance vacating a ten-foot public utility easement (0.010 acres of land) located within Lot 9, Block 12, Stanton Heights Unit Three, City of El Paso, El Paso County, Texas.

Subject Property: 3312 Martina Pl.
Applicant: Elizabeth Morales, SUET24-00001

BACKGROUND / DISCUSSION:

The applicant is requesting to vacate a ten (10) foot utility easement located on the front of Lot 9, Block 12, Stanton Heights Unit Three, 3312 Martina. The vacation would address an encroachment of an existing 395.65 square foot carport situated at the front of the property. No appraisal is required for vacation of a public easement, in all cases the market value of the city interest in a public easement is the equivalent value of twenty-five dollars. The City Plan Commission recommended 7-1 to approve the proposed vacation request on April 4, 2024. As of April 23, 2024, the Planning Division has not received any communication in support or opposition to the vacation 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? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE VACATING A TEN-FOOT PUBLIC UTILITY EASEMENT (0.010 ACRES OF LAND) LOCATED WITHIN LOT 9, BLOCK 12, STANTON HEIGHTS UNIT THREE, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the property owner has requested vacation of a ten-foot public utility easement located within Lot 9, Block 12, Stanton Heights Unit Three, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission on April 4, 2024 has recommended a vacation of a ten-foot public utility easement located within Lot 9, Block 12, Stanton Heights Unit Three, City of El Paso, El Paso County, Texas; and

WHEREAS the El Paso City Council finds that said easement is not needed for public use and should be vacated as recommended.

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

That, in consideration of the receipt by the City of El Paso of TWENTY-FIVE DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, a ten-foot public utility easement located within Lot 9, Block 12, Stanton Heights, Unit Three, City of El Paso, El Paso County, Texas, as further described in the attached metes and bounds description identified as Exhibit "A" and in the attached survey identified as Exhibit "B" made a part hereof by reference, be and is hereby vacated, closed and abandoned.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated easement to **Elizabeth Morales**.

PASSED AND APPROVED this _____ day of _____, 2024.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine City Clerk

Additional signatures on following page

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

COUNTY OF EL PASO

}
}
}

QUITCLAIM DEED

That, in consideration of the receipt by the City of TWENTY-FIVE AND NO/100THS DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, THE CITY OF EL PASO has released and quitclaimed and by these presents does release and quitclaim unto **ELIZABETH MORALES** all of its right, title, interest, claim and demand in and to the property which was vacated, closed and abandoned by **Ordinance No. _____**, passed and approved by the City Council of the city of El Paso and described as located within **LOT 9, BLOCK 12, STANTON HEIGHTS UNIT THREE** to the City of El Paso, El Paso County, Texas, more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and incorporated herein for any and all purposed.

WITNESS the following signatures and seal this _____ day of _____ 2024.

THE CITY OF EL PASO

Cary Westin, Interim City Manager

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

HQ24-2570|Trans#515934|P&I
EASEMENT VACATION SUET24-00001
ORDINANCE NO. _____
RTA

Acknowledgement

THE STATE OF TEXAS)
)
COUNTY OF TEXAS)

 This instrument is acknowledged before me on this _____ day of _____, **2024** by
Cary Westin as Interim City Manager of THE CITY OF EL PASO, a municipal corporation.

My Commission Expires:

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

AFTER FILING RETURN TO:
ELIZABETH MORALES

HQ24-2570|Trans#515934|P&I
EASEMENT VACATION SUET24-00001
ORDINANCE NO. _____
RTA

EXHIBIT "A"

**10 ft Utility Easement
3312 Martina Place, EP, TX
METES AND BOUNDS**

Description of a parcel of land being a portion of lot 9, block 12, Stanton Heights Unit Three, City of El Paso, El Paso County, Texas; recorded in volume 73, page 56, El Paso County records and being more particularly described by metes and bounds as follows: BEGINNING at the Southwest corner of said lot 9, said point being on the North ROW line of Martina Place;

THENCE due East along said North ROW line of Martina Place, distance of 44.18 feet to a point that marks the Southeast corner of lot 9;

THENCE, due North along the boundary line of lot 9 and lot 10, a distance of 10.00 feet to a point;

THENCE, due West a distance of 44.18 ft. to a point on the West boundary line of lot 9;

THENCE, along the boundary line of said lot 9 and lot 8, block 12, Stanton Heights Unit Three due South a distance of 10.00 feet to the POINT OF BEGINNING OF THIS DESCRIPTION, Said parcel of land contains 441.80 square feet or 0.0101 acres plus or minus.

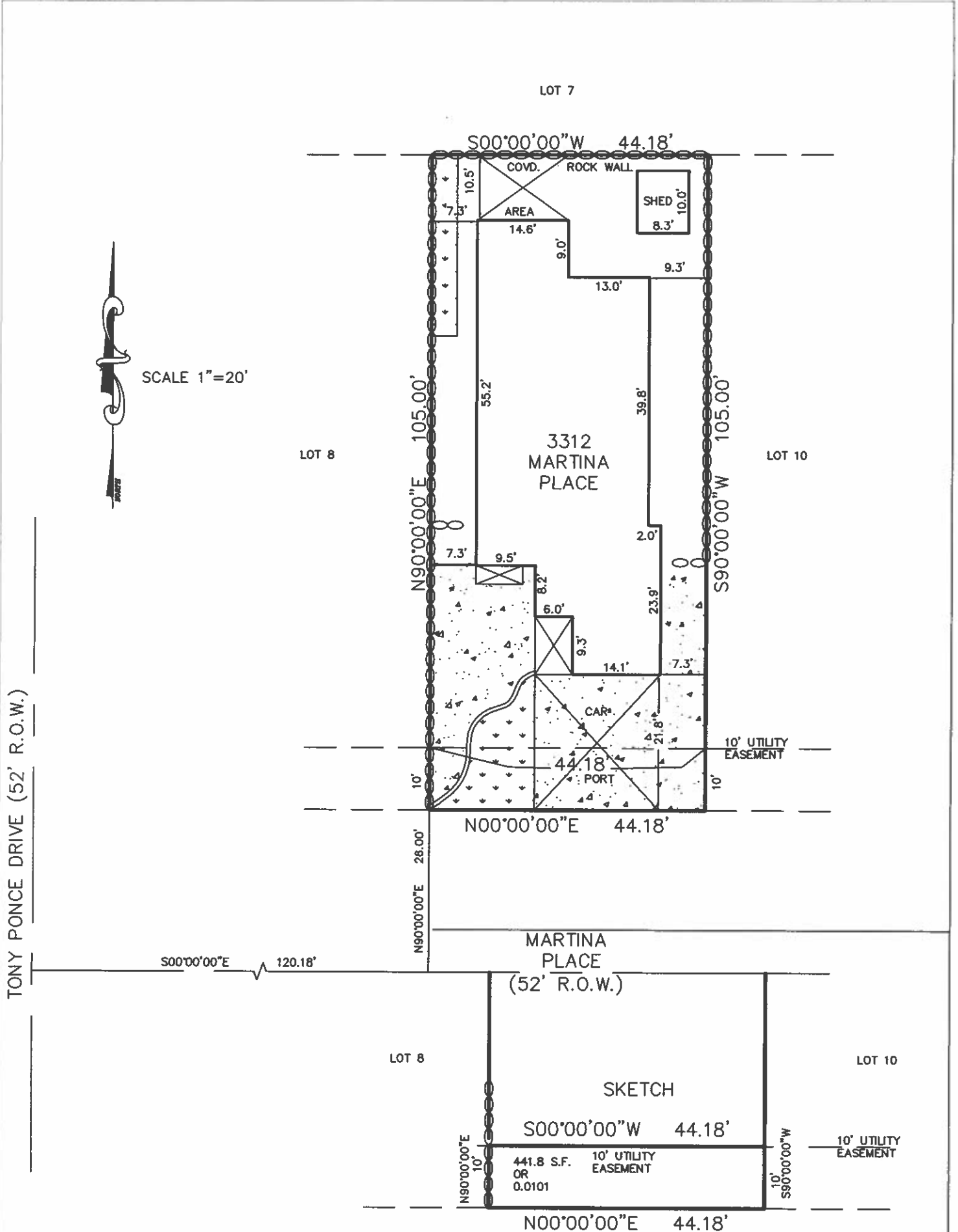


REY ENGINEERING INC.
9434 VISCOUNT STE. 148
EL PASO TEXAS, 79925
(915) 633-8070
R.P.L.S. TX 3505
TX FIRM REG # F-3368



El Paso, Texas Friday, December 8, 2023

EXHIBIT "B"



PLAT OF SURVEY BEING
ALL OF LOT 9, BLOCK 12
STANTON HEIGHTS UNIT THREE
CITY OF EL PASO, EL PASO COUNTY, TEXAS
RECORDED IN VOLUME 73, PAGE 56
EL PASO COUNTY RECORDS

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NOTE:

THIS PROPERTY LIES IN ZONE C, AS DESIGNATED BY THE
F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL
NO.480214 0037B, DATED, OCTOBER 15, 1982 EL PASO
COUNTY, TEXAS

D.M.	OCTOBER, 2023
JOB NO. 2023-	ARMANDO ROJAS

REY ENGINEERING INC.
CONSULTING ENGINEERING—SURVEYING—LAND PLANNING
9434 VISCOUNT DR. SUITE 148 EL PASO TEXAS, 79925
PH. (915)309-1889 FAX (915) 633-8060
TEXAS FIRM REGISTRATION F-3368

3312 Martina Easement Vacation



City Plan Commission — April 4, 2024 **(Revised)**

CASE NUMBER/TYPE:	SUET24-00001 – Easement Vacation
CASE MANAGER:	Saul J. G. Pina, (915) 212-1612, PinaSJ@elpasotexas.gov
PROPERTY OWNER:	Elizabeth Morales
REPRESENTATIVE:	Elizabeth Morales
LOCATION:	South of Edgemere Blvd. and East of Lee Blvd. (District 6)
PROPERTY AREA:	0.11 acres
ZONING DISTRICT(S):	R-3A/sp (Residential/special permit)
RELATED APPLICATIONS:	PZBA22-00088 – Zoning Board of Adjustment

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the 3312 Martina Easement Vacation.



Figure A: Portion of easement to be vacated

DESCRIPTION OF REQUEST: The applicant is requesting to vacate a ten (10) foot utility easement located on the front of Lot 9, Block 12, Stanton Heights Unit Three, 3312 Martina. The vacation would address an encroachment of an existing 395.65 square foot carport situated at the front of the property.

CASE HISTORY/RELATED APPLICATIONS: This subdivision case is related to the Zoning Board of Adjustment case PZBA22-00088, which involved the review and approval of a carport encroachment. The Zoning Board of Adjustment granted approval of the case on May 1, 2023.

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	R-3A/sp (Residential/special permit), R-3 (Residential) / Single-family dwellings
South	R-3A/sp (Residential/special permit) / Single-family dwellings
East	R-3A/sp (Residential/special permit) / Single-family dwellings
West	R-3A/sp (Residential/special permit) / Single-family dwellings
Nearest Public Facility and Distance	
Park	Stanton Heights Park (0.2 miles)
School	Bill Sybert School (0.5 miles)
Plan El Paso Designation	
G-3, Post-War	
Impact Fee Service Area	
N/A	

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission has the authority to advise City Council on easement vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

ATTACHMENTS:

1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments

ATTACHMENT 1

3312 Martina Easement Vacation

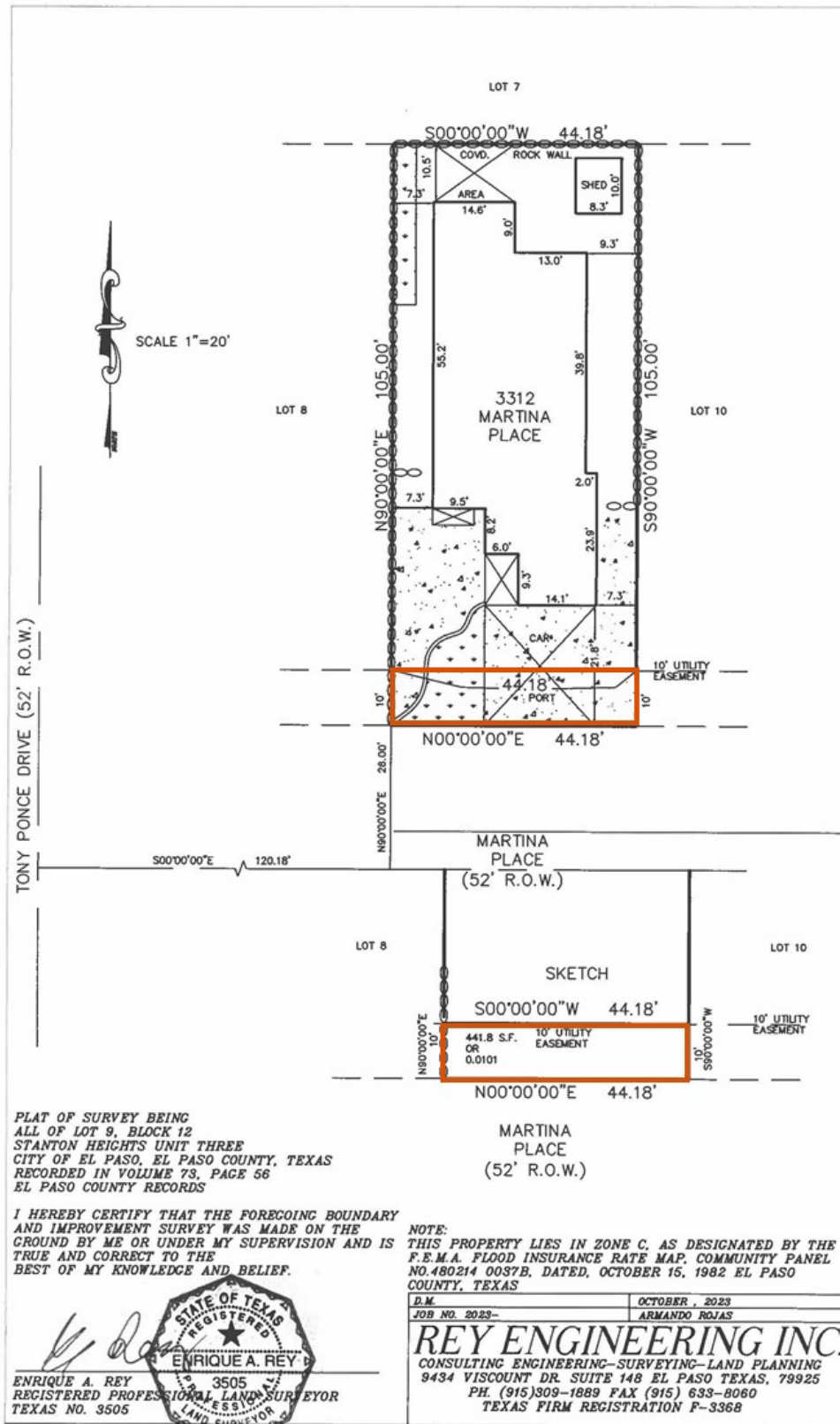


0 50 100 200 300 400 Feet



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

ATTACHMENT 2



ATTACHMENT 3

**10 ft Utility Easement
3312 Martina Place, EP, TX
METES AND BOUNDS**


Description of a parcel of land being a portion of lot 9, block 12, Stanton Heights Unit Three, City of El Paso, El Paso County, Texas; recorded in volume 73, page 56, El Paso County records and being more particularly described by metes and bounds as follows: BEGINNING at the Southwest corner of said lot 9, said point being on the North ROW line of Martina Place;

THENCE due East along said North ROW line of Martina Place, distance of 44.18 feet to a point that marks the Southeast corner of lot 9;

THENCE, due North along the boundary line of lot 9 and lot 10, a distance of 10.00 feet to a point;

THENCE, due West a distance of 44.18 ft. to a point on the West boundary line of lot 9;

THENCE, along the boundary line of said lot 9 and lot 8, block 12, Stanton Heights Unit Three due South a distance of 10.00 feet to the POINT OF BEGINNING OF THIS DESCRIPTION, Said parcel of land contains 441.80 square feet or 0.0101 acres plus or minus.


REY ENGINEERING INC.
9434 VISCOUNT STE. 148
EL PASO TEXAS, 79925
(915) 633-8070
R.P.L.S. TX 3505
TX FIRM REG # F-3368



El Paso, Texas Friday, December 8, 2023

ATTACHMENT 4



VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: _____ File No. _____

1. APPLICANTS NAME Elizabeth Morales
ADDRESS 3312 Martina Pl. ZIP CODE 79936 TELEPHONE (915) 356-8470

2. Request is hereby made to vacate the following: (check one)

Street ☐ Alley ☐ Easement ☒ Other ☐

Street Name(s) _____ Subdivision Name _____

Abutting Blocks _____ Abutting Lots _____

3. Reason for vacation request: _____

4. Surface Improvements located in subject property to be vacated:

None ☒ Paving ☐ Curb & Gutter ☐ Power Lines/Poles ☐ Fences/Walls ☐ Structures ☐ Other ☐

5. Underground Improvements located in the existing rights-of-way:

None ☐ Telephone ☐ Electric ☐ Gas ☐ Water ☒ Sewer ☐ Storm Drain ☐ Other ☐

6. Future use of the vacated right-of-way:

Yards ☐ Parking ☒ Expand Building Area ☐ Replat with abutting Land ☐ Other ☐

7. Related Applications which are pending (give name or file number):

Zoning ☐ Board of Adjustment ☐ Subdivision ☐ Building Permits ☒ Other ☐

8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE: _____ REPRESENTATIVE SIGNATURE: _____

REPRESENTATIVE (PHONE): _____

REPRESENTATIVE (E-MAIL): _____

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

Planning & Inspections Department
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

litzym47@yahoo.com.

ATTACHMENT 5

Planning and Inspections Department- Planning Division

Staff recommends approval of the 3312 Martina Easement Vacation.

Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend ***approval***.

The Developer/Engineer shall address the following comments:

- No objections to proposed vacation of easement.

Parks and Recreation Department

We have reviewed **3312 Martina Pl – Easement Vacation**, and on behalf of Parks & Recreation Department we offer “No” objections to this proposed easement vacation request.

El Paso Water

EPWater does not object to this request.

EPWater records does not show existing water and sewer mains within the 10-feet utility easement.

Water:

There is an existing 8-inch diameter water main that extends along Martina Place. This water main is available for service.

Previous water pressure from fire hydrant #7806 located at the intersection of Edward James Ave. and Martina Pl. has yielded a static pressure of 50 psi, a residual pressure of 42 psi, and a discharge of 822 gallons per minute.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main along Martina Place. This main is available for service.

General:

An application for additional water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Texas Gas

Texas Gas Service has an existing service line at 3312 Martina Pl. **The gas lines are located outside the easement being vacated.** If you need to do work in this area please reach out to opsrim@onegas.com.

El Paso County Water Improvement District #1

The proposed easement vacation is not within the boundaries of EPCWID1.

Fire Department

Recommend approval. No adverse comments.

Streets and Maintenance Department

Streets and Maintenance traffic engineering has no objections.

El Paso Electric

No comments received.

Spectrum

No comments received.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name

Elizabeth Morales

Business Name

Agenda Item Type

Relevant Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: [Signature] Date: 05-13-24



Legislation Text

File #: 24-616, 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

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.

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as The North 140 ft. of Lot 7, Block 4, Buena Vista Addition, El Paso County, Texas, to the City of El Paso ("City"), in accordance with Section 34.05(h) of the Tax Code.

Offer originated from The El Paso Municipal Drainage Utility, by and through El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation ("EPWater").
[POSTPONED FROM 05-21-2024 AND 06-04-2024]

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

AGENDA DATE: May 7, 2024
PUBLIC HEARING DATE: May 21, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: District No. 8

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to the City of El Paso, to the following and described parcel:

The North 140 ft. of Lot 7, Block 4, Buena Vista Addition, an addition to the City El Paso, El Paso County, Texas, as described as Parcel 2, in Volume 2451, Page 1456, Official Public Records of Real Property of El Paso County, Texas; SAVE & EXCEPT however, that certain 0.138-acre tract described in Volume 1719, Page 299, Deed Records of El Paso County, Texas, leaving herein a residue of 0.1607 acres, more or less.

Offer originated from The El Paso Municipal Drainage Utility, by and through El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation ("EPWater").

In accordance with Section 34.05 (h) of the Tax Code. Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

BACKGROUND / DISCUSSION:

The property being sold is referred to as a "struck off" property because it was bid off to the City at a tax sale when no bids were received. An offer has been made to purchase the properties for the full amount of the opening bid at the time of sale.

PRIOR COUNCIL ACTION:

Council has considered this type of item previously.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maria O. Pasillas

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

ORDINANCE NO. _____

AN ORDINANCE authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as The North 140 ft. of Lot 7, Block 4, Buena Vista Addition, El Paso County, Texas, to the **City of El Paso ("City")**, in accordance with Section 34.05(h) of the Tax Code.

WHEREAS, by Sheriff's Sale conducted on November 1, 2011, the below described property was struck off to the City of El Paso, as Trustee, pursuant to a delinquent tax foreclosure decree of the **County Court at Law No.6**, El Paso County, Texas and

WHEREAS, the sum of TWO THOUSAND SIX HUNDRED FORTY-THREE and 00/00 DOLLARS (\$2,643.00) has been tendered by the **City** for the purchase of said property pursuant to Section 34.05(h)(2), Texas Tax Code Ann. (Vernon, 1996),

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

That the City Manager is hereby authorized to execute a Quitclaim (Tax Resale) Deed conveying to **City**, all of the right, title, and interest of the City of El Paso as Trustee, and all other taxing units interested in the tax foreclosure judgment in the following described real property:

The North 140 ft. of Lot 7, Block 4, Buena Vista Addition, an addition to the City El Paso, El Paso County, Texas, as described as Parcel 2, in Volume 2451, Page 1456, Official Public Records of Real Property of El Paso County, Texas; SAVE & EXCEPT however, that certain 0.138-acre tract described in Volume 1719, Page 299, Deed Records of El Paso County, Texas, leaving herein a residue of 0.1607 acres, more or less.

PASSED AND APPROVED THIS _____ day of _____, 2024.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Maria O. Pasillas
Tax Assessor-Collector

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from any instrument that transfers an interest in Real Property before it is filed for record in the public records: your social security number or your driver's license number.

TAX RESALE DEED

STATE OF TEXAS

X

X

**KNOW ALL MEN BY THESE
PRESENTS**

COUNTY OF EL PASO

X

That the **City of El Paso, Trustee**, acting through its City Manager, hereunto duly authorized by resolution and order of the governing body of said City, which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of **\$2,643.00** cash in hand paid by

**City of El Paso
P.O. Box 1890
El Paso, TX 79950**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor as Trustee and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Cause No. 2018DTX0480**; in the district court of said county, said property being located in El Paso County, Texas, and described as follows:

The North 140 ft. of Lot 7, Block 4, Buena Vista Addition, an addition to the City of El Paso, El Paso County, Texas, as described as Parcel 2, in Volume 2451, Page 1456, Official Public Records of Real Property of El Paso County, Texas; SAVE & EXCEPT however, that certain 0.138 acre tract described in Volume 1719, Page 299, Deed Records of El Paso County, Texas, leaving herein a residue of 0.1607 acres, more or less.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this

sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, IN THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.

IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

ESTA VENTA SE LLEVA ACABO DE CONFORMIDAD CON LOS REQUISITOS JUDICIALES O ESTABLECIDOS POR LA LEY. EL CONDADO DE EL PASO Y EL DEPARTAMENTO DEL SHERIFF SOLO ACTUAN COMO VÍA DE INFORMACIÓN. LOS INTERESADOS HARAN OFERTAS SOBRE LOS DERECHOS, TÍTULO, E INTERESES, SI ES QUE LOS HAY, EN EL INMUEBLE OFRECIDO.

LA PROPIEDAD SE VENDE COMO ESTA, DONDE ESTA, Y SIN GARANTÍA ALGUNA, YA SEA EXPRESA O IMPLÍCITA. NI EL CONDADO NI EL DEPARTAMENTO DEL SHERIFF GARANTIZA O HACE ALGUNA REPRESENTACIÓN ACERCA DEL TÍTULO DE LA PROPIEDAD, SU CONDICIÓN, HABITABILIDAD, COMERCIALIZACIÓN, O SU ADECUACIÓN PARA ALGÚN PROPÓSITO EN PARTICULAR. LOS COMPRADORES ASUMEN TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES SE ASUME QUE UN LOTE DE 5 ACRES O MENOS ES PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE AGUA O SERVICIO DE DESAGÜE, LA

**PROPIEDAD NO CALIFICA PARA USO RESIDENCIAL. EL POSIBLE
COMPRADOR QUE QUIERA MÁS INFORMACIÓN DEBERÁ HACER
MÁS INDAGACIONES O CONSULTAR CON UN ABOGADO PRIVADO.**

IN TESTIMONY WHEREOF the City of El Paso, Trustee, has caused these presents to be
executed this _____ day of _____, 20_____.

CITY OF EL PASO, TRUSTEE

BY: _____
Printed Name: Cary Westin
Interim City Manager

STATE OF TEXAS **X**

COUNTY OF EL PASO **X**

This instrument was acknowledged before me on this _____ day of
_____, 20_____, by Cary Westin, Interim City Manager, of the City of El
Paso.

Notary Public, State of Texas
Commission Expires: _____

After recording return to:

**City of El Paso
P.O. Box 1890
El Paso, TX 79950**



Legislation Text

File #: 24-617, 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

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.

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as Tract 2-P-2-B, Block 6, Ascarate Grant, El Paso County, Texas, as described in Volume 2948, Page 1719, Official Records of El Paso County, Texas, to the City of El Paso ("City"), in accordance with Section 34.05(h) of the Tax Code.

Offer originated from The El Paso Municipal Drainage Utility, by and through El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation ("EPWater").
[POSTPONED FROM 05-21-2024 AND 06-04-2024]

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

AGENDA DATE: May 7, 2024
PUBLIC HEARING DATE: May 21, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: District No. 7

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to the City of El Paso, to the following and described parcel:

Tract 2-P-2-B, Block 6, Ascarate Grant, El Paso County, Texas, as described in Volume 2948, Page 1719, Official Records of El Paso County, Texas.

Offer originated from The El Paso Municipal Drainage Utility, by and through El Paso Water Utilities Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation ("EPWater").

In accordance with Section 34.05 (h) of the Tax Code. Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

BACKGROUND / DISCUSSION:

The property being sold is referred to as a "struck off" property because it was bid off to the City at a tax sale when no bids were received. An offer has been made to purchase the properties for the full amount of the opening bid at the time of sale.

PRIOR COUNCIL ACTION:

Council has considered this type of item previously.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maria O. Pasillas

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

ORDINANCE NO. _____

AN ORDINANCE authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as Tract 2-P-2-B, Block 6, Ascarate Grant, El Paso County, Texas, as described in Volume 2948, Page 1719, Official Records of El Paso County, Texas, to the **City of El Paso ("City")**, in accordance with Section 34.05(h) of the Tax Code.

WHEREAS, by Sheriff's Sale conducted on November 1, 2011, the below described property was struck off to the City of El Paso, as Trustee, pursuant to a delinquent tax foreclosure decree of the **County Court at Law No.6**, El Paso County, Texas and

WHEREAS, the sum of FOUR THOUSAND ONE HUNDRED AND THIRTY-EIGHT and 00/00 DOLLARS (\$4,138.00) has been tendered by the **City** for the purchase of said property pursuant to Section 34.05(h)(2), Texas Tax Code Ann. (Vernon, 1996),

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

That the City Manager is hereby authorized to execute a Quitclaim (Tax Resale) Deed conveying to the **City**, all of the right, title, and interest of the City of El Paso as Trustee, and all other taxing units interested in the tax foreclosure judgment in the following described real property:

Tract 2-P-2-B, Block 6, Ascarate Grant, El Paso County, Texas, as described in Volume 2948, Page 1719, Official Records of El Paso County, Texas.

PASSED AND APPROVED THIS _____ day of _____, 2024.

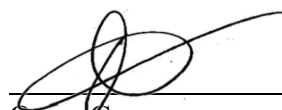
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas, RTA
Tax Assessor-Collector

ORDINANCE NO. _____
24-2147-TRAN -511025-Tax Resale Offer w EPWater - OG

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from any instrument that transfers an interest in Real Property before it is filed for record in the public records: your social security number or your driver's license number.

TAX RESALE DEED

STATE OF TEXAS

X

X

**KNOW ALL MEN BY THESE
PRESENTS**

COUNTY OF EL PASO

X

That the **City of El Paso, Trustee**, acting through its City Manager, hereunto duly authorized by resolution and order of the governing body of said City, which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of **\$4,138.00** cash in hand paid by

**City of El Paso
P.O. Box 1890
El Paso, TX 79950**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor as Trustee and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Cause No. 2009TX941**; in the district court of said county, said property being located in El Paso County, Texas, and described as follows:

**Tract 2-P-2-B, Block 6, Ascarate Grant, El Paso County, Texas, as described
in Volume 2948, Page 1719, Official Records of El Paso County, Texas.**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, IN THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.

IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

ESTA VENTA SE LLEVA ACABO DE CONFORMIDAD CON LOS REQUISITOS JUDICIALES O ESTABLECIDOS POR LA LEY. EL CONDADO DE EL PASO Y EL DEPARTAMENTO DEL SHERIFF SOLO ACTUAN COMO VÍA DE INFORMACIÓN. LOS INTERESADOS HARAN OFERTAS SOBRE LOS DERECHOS, TÍTULO, E INTERESES, SI ES QUE LOS HAY, EN EL INMUEBLE OFRECIDO.

LA PROPIEDAD SE VENDE COMO ESTA, DONDE ESTA, Y SIN GARANTÍA ALGUNA, YA SEA EXPRESA O IMPLÍCITA. NI EL CONDADO NI EL DEPARTAMENTO DEL SHERIFF GARANTIZA O HACE ALGUNA REPRESENTACIÓN ACERCA DEL TÍTULO DE LA PROPIEDAD, SU CONDICIÓN, HABITABILIDAD, COMERCIALIZACIÓN, O SU ADECUACIÓN PARA ALGÚN PROPÓSITO EN PARTICULAR. LOS COMPRADORES ASUMEN TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES SE ASUME QUE UN LOTE DE 5 ACRES O MENOS ES PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE AGUA O SERVICIO DE DESAGÜE, LA PROPIEDAD NO CALIFICA PARA USO RESIDENCIAL. EL POSIBLE COMPRADOR QUE QUIERA MÁS INFORMACIÓN DEBERÁ HACER MÁS INDAGACIONES O CONSULTAR CON UN ABOGADO PRIVADO.

IN TESTIMONY WHEREOF the City of El Paso, Trustee, has caused these presents to be executed this _____ day of _____, 20_____.

CITY OF EL PASO, TRUSTEE

By: _____

Printed Name: Cary Westin
Interim City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS **X**

COUNTY OF EL PASO **X**

This instrument was acknowledged before me on this ____ day of _____, 20_____, by **Cary Westin, Interim City Manager**, of the City of El Paso.

Notary Public, State of Texas
Commission Expires: _____

After recording return to:

**City of El Paso
P.O. Box 1890
El Paso, TX 79950**



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-795, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 5

El Paso Water, Rocio Alvarado, (915) 594-5696

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 deed and any other documents necessary to convey approximately 0.0061 acres of land legally described as a portion of Section 35, Block 79, Township 2, T&P R.R. Co. Survey, Abstract No. 2139, 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 - _____.**
 Public Hearing - _____.

CONTACT PERSON/PHONE: **Rocio Alvarado, Real Estate Manager (915) 594-5496.**

DISTRICT(S) AFFECTED: **5**

SUBJECT: **APPROVE the following Ordinance**

Authorizing the City Manager to sign a Deed and any other documents necessary to convey to the State of Texas acting by and through the Texas Transportation Commission, approximately 0.0061 acres of land legally described as a portion of Section 35, Block 79, Township 2, T&P R.R. Co. Survey, Abstract No. 2139, City of El Paso, El Paso County, Texas.

(District 5) EPWater, Rocio P. Alvarado, Real Estate Manager (915) 594-5496.

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, wastewater and stormwater systems (the “System”). On February 14, 2024, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of EPWater to proceed with the sale.

PRIOR COUNCIL ACTION:

Yes, the City Council approved a closely item related to this one.

On August 15, 2023, the City Council approved the sale of 37.9194 acres of land to the State of Texas acting by and through the Texas Transportation Commission for \$2,535,688.98, as part of the Highway Spur 320.

AMOUNT AND SOURCE OF FUNDING: **N/A**

BOARD / COMMISSION ACTION:

On February 14, 2024, the El Paso Water Utilities Public Service Board declared the property inexpedient to the system and authorized the President/CEO to sell the property in accordance with state law.

**AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT
ROCIO P. ALVARADO TO PICK UP THE DOCUMENTS @ 915.594.5496.
THANK YOU.**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 0.0061 ACRES OF LAND LEGALLY DESCRIBED AS A PORTION OF SECTION 35, BLOCK 79, TOWNSHIP 2, T&P R.R. CO. SURVEY, ABSTRACT NO. 2139, 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, wastewater and stormwater systems (collectively the "**System**"); and,

WHEREAS, at its regular meeting on February 14, 2024 the Public Service Board determined approximately 0.0061 acres of land legally described as a portion of Section 35, Block 79, Township 2, T&P R.R. Co. Survey, Abstract No. 2139, City of El Paso, El Paso County, Texas (the "**Property**"), to be inexpedient to the system and that the Property should be sold in accordance with state law; and,

WHEREAS, the State of Texas acting by and through the Texas Transportation Commission, has agreed to purchase the Property for the amount of \$1,690.00; and,

WHEREAS, Section 272.001(b)(5) of the Texas Local Government Code Provides that a political subdivision of the state may convey real property to a governmental entity that has the power of eminent domain without giving notice and requesting sealed bids; and,

WHEREAS, the State of Texas acting by and through the Texas Transportation Commission, is a governmental entity that has the power of eminent domain; and,

WHEREAS, the El Paso City Council finds that it is in the public interest to convey the Property to the State of Texas; and

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 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 0.0061 acres of land legally described as portion of Section 35, Block 79, Township 2, T&P R.R. Co. Survey, Abstract No. 2139, City of El Paso, El Paso County, Texas.

(Signatures begin on following page)

PASSED AND APPROVED this _____ day of _____, 2024.


CITY OF EL PASO

Oscar Leeser,
Mayor

ATTEST:

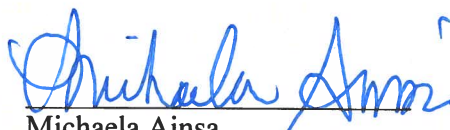
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

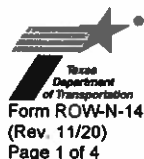
APPROVED AS TO FORM:



Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NUMBER _____
Sale of Land – 0.0061 Acres - TxDOT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



DEED

TxDOT ROW CSJ: 0374-02-104

TxDOT Parcel ID: P000540019.001

Grantor(s), whether one or more:

EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation

Grantor's Mailing Address (including county):

1154 Hawkins
El Paso, El Paso County, TX 79925

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
125 E. 11th Street
Austin, Travis County, Texas 78701

Consideration:

The sum of ONE THOUSAND SIX HUNDRED NINETY and 00/100 Dollars (\$1,690.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in El Paso County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of El Paso County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: None.

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, 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 it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against

every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTORS: EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation

By: _____

Printed Name: John E. Ballieu

Title: President / CEO

THE CITY OF EL PASO

By: _____

Printed Name: _____

Title: _____

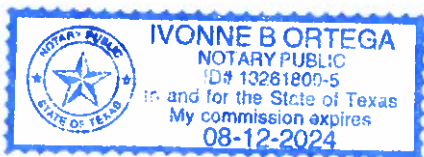
Corporate Acknowledgment

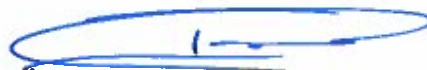
State of Texas
County of El Paso

This instrument was acknowledged before me on May 29, 2024
by John E. Ballieu, as President / CEO
of EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a
Texas municipal corporation, on behalf of said entity. The acknowledging person personally appeared by:

☒ physically appearing before me.

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





Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of El Paso

This instrument was acknowledged before me on _____, 2024
by Cary Westin, as Interim City Manager of CITY OF EL PASO. The acknowledging person personally appeared
by:

☐ physically appearing before me.

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

Notary Public's Signature

AFTER RECORDING, RETURN TO:
Stewart Title Company
415 North Mesa Street
El Paso, TX 79901

EXHIBIT A

- 2) **THENCE**, North 02 degrees 28 minutes 15 seconds East, along the west line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acre River Oaks Properties tract, a distance of 9.33 feet to a point at the northwest corner of said 0.7744 of one acre City of El Paso tract, being at an angle point in the north line of said 34.824 acre River Oaks Properties tract, and being in the south line of that tract described as 11.795 acres (Parcel 45) conveyed to the State of Texas by deed, as recorded in Volume 1170, Page 151, Deed Records, El Paso County, Texas, and the existing south right-of-way line of U.S. 62/180 (Montana Avenue, 200 foot width);
- 3) **THENCE**, North 84 degrees 19 minutes 51 seconds East, along the north line of said 0.7744 of one acre City of El Paso tract, the south line of said 11.795 acre State of Texas tract, and the existing south right-of-way line of U.S. 62/180, a distance of 30.31 feet to a point at the northeast corner of said 0.7744 of one acre City of El Paso tract, being an angle point in the north line of said 34.824 acre River Oaks Properties tract;
- 4) **THENCE**, South 02 degrees 28 minutes 15 seconds West, along the east line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acre River Oaks Properties tract, a distance of 8.39 feet to the **POINT OF BEGINNING** and containing 266 square feet (0.0061 of one acre) of land, more or less.

The bearings and coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983, 2014 Adjustment EPOCH 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.000231.

Access is permitted to the highway facility from the remainder of the abutting property.

EXHIBIT A

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

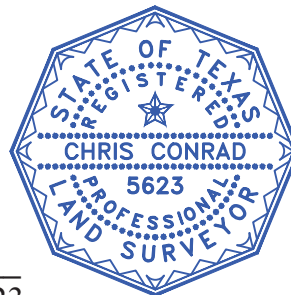
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 8th day of September, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



Chris Conrad, Reg. Professional Land Surveyor No. 5623

M:/TxDOT El Paso~US 62-Tierra Este to FM 659/Descriptions/Parcel 76

Issued 09/08/2020

MONTANA AVE./U.S. 62/180
(200' R.O.W.)

EXISTING R.O.W.

76

0.0061 AC.
266 SQ. FT.

PROPOSED
R.O.W.

P.O.B.
PARCEL 76

N02°28'15"E 389.04'

CITY OF EL PASO
NOVEMBER 29, 1996
VOL. 3157, PG. 2297
O.P.R.P.E.P.C.T.
(0.7744 ACRES)

P.O.C.
PARCEL 76

PROPERTY INSET
NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO
THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE
PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE
ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Chris Conrad

9/8/2020

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.000231.
2. ABSTRACTING WAS PERFORMED FROM FEBRUARY 2019 THROUGH MAY 2020.
3. FIELD SURVEYING WAS PERFORMED FROM FEBRUARY 2019 THROUGH JUNE 2020.
4. RIGHT-OF-WAY MAPS COMPLETED IN JUNE 2020.
5. THIS MAP IS AN INTERNAL TxDOT DOCUMENT. ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE. INACCURACIES SHALL BE REPORTED TO THE DISTRICT AND RIGHT-OF-WAY PROJECT DELIVERY SECTION FOR CORRECTIONS.

REVISIONS

DEED	ACQUISITION	REMAINING RT
0.7744 AC. 33,733 SQ. FT.	0.0061 AC. 266 SQ. FT.	0.7683 AC. 33,467 SQ. FT.



McGRAY & McGRAY
LAND SURVEYORS, INC.

TPBELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PARCEL 76

U.S. 62/180 (MONTANA AVENUE)
EL PASO COUNTY, TEXAS
R.C.S. J.: 0374-02-104

EL PASO COUNTY, TEXAS
SEPTEMBER 18, 1928
VOL. 501 PG. 148
D.R.E.P.C.T.
(5.71 AC.)

COUNTY OF EL PASO, TEXAS
OCTOBER 5, 1928
VOL. 497 PG. 636
D.R.E.P.C.T.
(12.27 AC.)

SEC. 25, BLK. 79, TSP. 2
T&P R.R. CO. SURVEY, A-2134

700+00 ENGINEER'S BASELINE

703+00

702+43.16

SEC. 26, BLK. 79, TSP. 2
T&P R.R. CO. SURVEY,
A-7874 (W.I. NEWTON)

MONTANA AVE./U.S. 62/180
(225' R.O.W.)

STATE OF TEXAS
APRIL 29, 1954
VOL. 1170 PG. 151
D.R.E.P.C.T.
(PARCEL 47 3.227 AC.)

STATE OF TEXAS
JANUARY 30, 1958
VOL. 1388 PG. 349
D.R.E.P.C.T.
PARCEL 46
(0.52 AC.)

STATE-STATE OF TEXAS
MARCH 27, 1954
VOL. 1164 PG. 413
D.R.E.P.C.T.
PARCEL 46A
(0.146 AC.)

STATE OF TEXAS
APRIL 29, 1954
VOL. 1170 PG. 151
D.R.E.P.C.T.
(PARCEL 47 3.227 AC.)

LINE TABLE			
LINE	BEARING	DISTANCE	
L1	N02°28'15"E	9.33'	
L2	N84°19'51"E	30.31'	
L3	S02°28'15"W	8.39'	

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	30.45'	6,875.00'	01°15'14"	15.23'

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	30.45'	6,875.00'	01°15'14"	15.23'

EXISTING R.O.W.

APPROXIMATE SURVEY LINE

APPROXIMATE SURVEY LINE

SEC. 35, BLK. 79, TSP. 2
T&P R.R. CO. SURVEY,
A-2139

P.O.B. PARCEL 76
N=10,673,877.63
E=469,819.91
STA. 701+20.17
119.30' RT

RIVER OAKS PROPERTIES, LTD
JANUARY 3, 2006
DOC. NO. 2006001936
O.P.R.P.E.P.C.T.
(17.086 AC.)

SEC. 36, BLK. 79, TSP. 2
T&P R.R. CO. SURVEY, A-7877
(W.I. NEWTON)

ENGINEER'S BASELINE U.S. 62/180 CURVE DATA
PI NORTHING = 10,674,030.59
PI EASTING = 470,152.91
PI STATION = 704+66.66
DELTA = 1° 47' 27" (LT)
DEGREE OF CURVE = 0° 24' 02"
TANGENT LENGTH = 223.50'
RADIUS = 446.96'
CHORD BEARING = N 83° 25' 58" E
CHORD = 446.94'
PC STATION = 702+43.16
PT STATION = 706+90.12

RIVER OAKS PROPERTIES, LTD
JULY 20, 2005
DOC. NO. 20050065295
O.P.R.P.E.P.C.T.
(34.824 ACRES)

CITY OF EL PASO
NOVEMBER 29, 1996
VOL. 3157, PG. 2297
O.P.R.P.E.P.C.T.
(0.7744 ACRES)

P.O.C. PARCEL 76
N02°28'15"E 389.04'
A-2139
A-7877

LEGEND

- APPROXIMATE SURVEY LINE
- FOUND TxDOT TYPE I MONUMENT
- FOUND TxDOT TYPE II MONUMENT
- FOUND IRON ROD WITH CAP 1/2" UNLESS NOTED
- FOUND IRON ROD 1/2" UNLESS NOTED
- FOUND IRON PIPE 1/2" I.D. UNLESS NOTED
- ⊗ FOUND CHISEL MARK
- ▲ FOUND MAG NAIL (UNLESS NOTED)
- △ CALCULATED POINT, NOT SET
- IRON ROD SET W/ TxDOT ALUMINUM CAP
- △ MAG NAIL SET (UNLESS NOTED)
- ⊗ CHISEL MARK SET

- (XXX) RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
- DEED LINE (OWNERSHIP IN COMMON)
- DISTANCE NOT TO SCALE
- RIGHT-OF-WAY
- R.O.W. NOT TO SCALE
- N.T.S. PUBLIC UTILITY EASEMENT
- P.U.E. PLAT RECORDS EL PASO COUNTY, TEXAS
- P.R.E.P.C.T. DEED RECORDS EL PASO COUNTY, TEXAS
- D.R.E.P.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, EL PASO COUNTY, TEXAS
- O.P.R.P.E.P.C.T.



Texas Department of Transportation

McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PARCEL 76
U.S. 62/180 (MONTANA AVENUE)
EL PASO COUNTY, TEXAS
R.C.S. J.: 0374-02-104

DATE: SEPTEMBER 2020 SCALE: 1" = 50'

PAGE 5 OF 5



August 23, 2023

File No.: 2118572

Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Thank you for your business.

Sincerely,
Stewart Title Company

Ron Rush

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901
(915) 225-8200 main (915) 225-8290 fax
Ron.Rush@stewart.com



COMMITMENT FOR TITLE INSURANCE

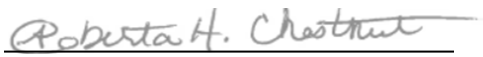
ISSUED BY
STEWART TITLE GUARANTY COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.


This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

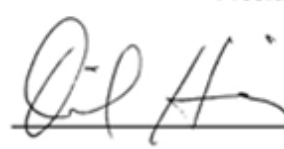
In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.


Authorized Countersignature

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing,. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

STEWART TITLE GUARANTY COMPANY

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE

P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS

P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2118572	Effective Date: April 28, 2024 at 8:00AM
CLOSER: Ron Rush	Issued: May 7, 2024 5:10PM

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED: State of Texas, acting by and through the Texas Transportation Commission
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: \$
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER:
Policy Amount: \$
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

City of El Paso

4. Legal description of land:

See Exhibit "A" Attached Hereto

COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2118572

Being a 266 square foot (0.0061 of one acre) parcel of land situated in the T&P R. R. Co. Survey, Abstract No. 2139, Section 35, Block 79, Township 2, El Paso County, Texas; said 266 square foot (0.0061 of one acre) tract being more particularly described by metes and bounds on attached Exhibit "A".

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

September 2020
Parcel 76
Page 2 of 5

EXHIBIT A

- 2) **THENCE**, North 02 degrees 28 minutes 15 seconds East, along the west line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acre River Oaks Properties tract, a distance of 9.33 feet to a point at the northwest corner of said 0.7744 of one acre City of El Paso tract, being at an angle point in the north line of said 34.824 acre River Oaks Properties tract, and being in the south line of that tract described as 11.795 acres (Parcel 45) conveyed to the State of Texas by deed, as recorded in Volume 1170, Page 151, Deed Records, El Paso County, Texas, and the existing south right-of-way line of U.S. 62/180 (Montana Avenue, 200 foot width);
- 3) **THENCE**, North 84 degrees 19 minutes 51 seconds East, along the north line of said 0.7744 of one acre City of El Paso tract, the south line of said 11.795 acre State of Texas tract, and the existing south right-of-way line of U.S. 62/180, a distance of 30.31 feet to a point at the northeast corner of said 0.7744 of one acre City of El Paso tract, being an angle point in the north line of said 34.824 acre River Oaks Properties tract;
- 4) **THENCE**, South 02 degrees 28 minutes 15 seconds West, along the east line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acre River Oaks Properties tract, a distance of 8.39 feet to the **POINT OF BEGINNING** and containing 266 square feet (0.0061 of one acre) of land, more or less.

The bearings and coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983, 2014 Adjustment EPOCH 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.000231.

Access is permitted to the highway facility from the remainder of the abutting property.

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

September 2020
Parcel 76
Page 3 of 5

EXHIBIT A

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 8th day of September, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591
TBPELS Survey Firm# 10095500



Chris Conrad, Reg. Professional Land Surveyor No. 5623
M:/TxDOT El Paso-US 62-Tierra Este to FM 659/Descriptions/Parcel 76
Issued 09/08/2020

COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE DECLINED ADJUSTMENT FACTOR OF 1.000231.
- ABSTRACTING WAS PERFORMED FROM FEBRUARY 2019 THROUGH MAY 2020.
- FIELD SURVEYING WAS PERFORMED FROM FEBRUARY 2019 THROUGH JUNE 2020.
- RIGHT-OF-WAY MAPS COMPLETED IN JUNE 2020.
- THIS MAP IS AN INTERNAL TADOT DOCUMENT. ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE. INACCURACIES SHALL BE REPORTED TO THE DISTRICT AND RIGHT-OF-WAY PROJECT DELIVERY SECTION FOR CORRECTIONS.

DEED	ACQUISITION	REMAINING RT
0.7744 AC. 33,733 SQ. FT.	0.0061 AC. 266 SQ. FT.	0.7683 AC. 33,467 SQ. FT.

Texas Department of Transportation

**McGRAY & McGRAY
LAND SURVEYORS, INC.**
TBP'S SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PARCEL 76
U.S. 62/180 (MONTANA AVENUE)
EL PASO COUNTY, TEXAS
R.C.S.J. 0374-02-104

DATE: SEPTEMBER 2020 SCALE: N.T.S.

**PROPERTY UNIT
NOT TO SCALE**

CITY OF EL PASO
NOVEMBER 29, 1996
VOL. 3157, PG. 2297
O.P.R.P. E.P.C.T.
(5,7744 ACRES)

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Chris Conrad
CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623
DATE 9/8/2020

STATE OF TEXAS
REGISTERED
PROFESSIONAL LAND SURVEYOR
CHRIS CONRAD
5623

PAGE 4 OF 5

ISSUED BY
STEWART TITLE GUARANTY COMPANY



**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

**Calculation Sheet
Parcel 76 (266 Square Feet)
County: El Paso
Highway: U.S. 62/180 (Montana Avenue)
From Tierra Este to F.M. 659
ROW CSJ: 0374-02-104
September 2020**

Parcel 76

Point of Commencement

Northing: 10673488.9517'
Easting: 469803.1382'
Direction: N02°28'15"E Distance: 389.0400'

Point of Beginning

Northing: 10673877.6300'
Easting: 469819.9100'

Side 1: Curve

Curve direction: Clockwise
Radius: 6875.0000'
Arc length: 30.4500'
Delta angle: 0°15'14"
Chord direction: S82°34'33"W Chord distance: 30.4500'
Northing: 10673873.6954'
Easting: 469789.7153'

Side 2: Line

Direction: N02°28'15"E Distance: 9.3300'
Northing: 10673883.0168'
Easting: 469790.1175'

Side 3: Line

Direction: N84°19'51"E Distance: 30.3100'
Northing: 10673886.0109'
Easting: 469820.2792'

Side 4: Line

Direction: S02°28'15"W Distance: 8.3900'
Northing: 10673877.6287'
Easting: 469819.9175'

Closure Summary

Precision, 1 part in: 10255.0628'
Error distance: 0.0077'
Error direction: S80°19'53.94"E
Area: 0.0061 Ac.
Square area: 266.14915
Perimeter: 78.4800'

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

- ~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a) Rights of parties in possession. (Owner Title Policy only)
- b) Any and all leases, recorded and unrecorded, and rights of parties therein.
- c) Easement dated May 18, 1946, executed by Spencer Treharne to American Telephone and Telegraph Company, of record in [Volume 830, Page 473](#), Deed Records of El Paso County, Texas.
- d) Pole Line Easement dated September 24, 1953, executed by George C. Fraser, et al to El Paso Electric Company and Mountain States Telephone and Telegraph Company, of record in [Volume 1138, Page 493](#); with Mountain States interest being transferred to Bell Telephone by instrument of record in [Volume 1231, Page 646](#), both Deed Records of El Paso County, Texas.
- e) Easement dated November 23, 1992, executed by Michael Shearn and Sol West III to El Paso Electric Company, of record in Volume [2597, Page 1881](#), Official Records of El Paso County, Texas.
- f) Permanent Easement dated November 29, 1996, executed by Sol West III and Michael Sheran to the City of El Paso, of record in [Volume 3157, Page 2306](#), Official Records of El Paso County, Texas.
- g) Oil, Gas and Mineral Reservation dated June 10, 1985, executed by Texas Pacific Land Trust to Michael Sheran and Sol West III, recorded in [Volume 1564, Page 517](#), Deed Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)
- h) Mineral Deed dated January 25, 1955, executed by Texas Pacific Land Trust to TXL Oil Company, of record in [Volume 1212, Page 143](#), Official Records of El Paso County, Texas; said interest transferred to Texaco, Inc. by instrument of record in [Volume 1667, Page 21](#), Official Records of El Paso County, Texas.
- i) 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 interests that are not listed.
- j) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, 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 the geothermal energy and associated resources below the surface of the land that are not listed.

COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of deed recorded in [Volume 3157, Page 2297](#), Official Records of El Paso County, Texas.
7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in [Volume 2553, Page 1958](#), Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.
8. Company requires for its review satisfactory documentation from the City of El Paso authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.
9. NOTE TO CLOSER: No outstanding liens of record, please inquire,
10. File to be updated prior to closing.

COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2118572

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022**:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Frederick H. Eppinger	Chairman, Chief Executive Officer and President
David C. Hisey	Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea	Executive Vice President, Chief Legal Officer
Julie Warnock	Secretary, Assistant Treasurer
Scott Gray	Treasurer, Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	TBD
Loan Policy	
Endorsement Charges	\$0.00
Other	
Total	TBD

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount			To Whom	For Service
\$	(or	%)		
\$	(or	%)		
\$	(or	%)		

"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

T-7 Commitment Schedule D Revised 1/1/2022



DISCLOSURE REGARDING FUNDS FOR CLOSING

(to be provided with or within the Commitment for Title Insurance)

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

EXHIBIT A

- 2) **THENCE**, North 02 degrees 28 minutes 15 seconds East, along the west line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acre River Oaks Properties tract, a distance of 9.33 feet to a point at the northwest corner of said 0.7744 of one acre City of El Paso tract, being at an angle point in the north line of said 34.824 acre River Oaks Properties tract, and being in the south line of that tract described as 11.795 acres (Parcel 45) conveyed to the State of Texas by deed, as recorded in Volume 1170, Page 151, Deed Records, El Paso County, Texas, and the existing south right-of-way line of U.S. 62/180 (Montana Avenue, 200 foot width);
- 3) **THENCE**, North 84 degrees 19 minutes 51 seconds East, along the north line of said 0.7744 of one acre City of El Paso tract, the south line of said 11.795 acre State of Texas tract, and the existing south right-of-way line of U.S. 62/180, a distance of 30.31 feet to a point at the northeast corner of said 0.7744 of one acre City of El Paso tract, being an angle point in the north line of said 34.824 acre River Oaks Properties tract;
- 4) **THENCE**, South 02 degrees 28 minutes 15 seconds West, along the east line of said 0.7744 of one acre City of El Paso tract and the north line of said 34.824 acre River Oaks Properties tract, a distance of 8.39 feet to the **POINT OF BEGINNING** and containing 266 square feet (0.0061 of one acre) of land, more or less.

The bearings and coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983, 2014 Adjustment EPOCH 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.000231.

Access is permitted to the highway facility from the remainder of the abutting property.

EXHIBIT A

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 8th day of September, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



Chris Conrad, Reg. Professional Land Surveyor No. 5623

M:/TxDOT El Paso~US 62-Tierra Este to FM 659/Descriptions/Parcel 76

Issued 09/08/2020

MONTANA AVE./U.S. 62/180
(200' R.O.W.)

EXISTING R.O.W.

76

0.0061 AC.
266 SQ. FT.

PROPOSED
R.O.W.

P.O.B.
PARCEL 76

N02°28'15"E 389.04'

CITY OF EL PASO
NOVEMBER 29, 1996
VOL. 3157, PG. 2297
O.P.R.P.E.P.C.T.
(0.7744 ACRES)

P.O.C.
PARCEL 76

PROPERTY INSET
NOT TO SCALE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO
THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE
PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE
ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Chris Conrad

9/8/2020

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.000231.
2. ABSTRACTING WAS PERFORMED FROM FEBRUARY 2019 THROUGH MAY 2020.
3. FIELD SURVEYING WAS PERFORMED FROM FEBRUARY 2019 THROUGH JUNE 2020.
4. RIGHT-OF-WAY MAPS COMPLETED IN JUNE 2020.
5. THIS MAP IS AN INTERNAL TxDOT DOCUMENT. ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE. INACCURACIES SHALL BE REPORTED TO THE DISTRICT AND RIGHT-OF-WAY PROJECT DELIVERY SECTION FOR CORRECTIONS.

REVISIONS

DEED	ACQUISITION	REMAINING RT
0.7744 AC. 33,733 SQ. FT.	0.0061 AC. 266 SQ. FT.	0.7683 AC. 33,467 SQ. FT.



McGRAY & McGRAY
LAND SURVEYORS, INC.

TPBELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com

PARCEL PLAT SHOWING
PARCEL 76

U.S. 62/180 (MONTANA AVENUE)
EL PASO COUNTY, TEXAS
R.C.S. J.: 0374-02-104

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

STEWART TITLE GUARANTY COMPANY PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES

H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose.

Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Your Consumer Rights and Choices Under CCPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
2. Emailing us at Privacyrequest@stewart.com; or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

February 14, 2024 PSB Meeting: Executive Session Item a.

- a. The Board will deliberate regarding whether the following property can be declared inexpedient to the water, wastewater and stormwater system, the property is legally described as portion of land situated in the T&P R. R. Co. Survey. Abstract No. 2139, Section 35, Block 79, Township 2, in El Paso County, consisting of approximately 0.0061 acre. (551.071) (551.072)

MOTION

“FOR EXECUTIVE SESSION ITEM A, I MOVE that that the property be declared inexpedient to the water, wastewater and stormwater systems, and the President/CEO be authorized to proceed with the sale of the property under the terms and conditions specified and sign any and all documents necessary, and that any portions of the property reserved or excepted from the sale shall remain a part of the System.”

Motion made by: _____Lisa Saenz_____ and seconded by: _____Bryan Morris_____

AYES:_____2_____

NAYS:_____



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-796, 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.

Outside City Limits

El Paso Water, Rocio Alvarado, (915) 594-5493

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 16.2097 acres of land, legally described as portion of Section 9, Township 27, South Range 3 East, New Mexico Principle Meridian, Dona Ana County, New Mexico.

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

DEPARTMENT: El Paso Water Utilities Public Service Board (EPWater)

AGENDA DATE: Introduction - _____.
Public Hearing - _____.

CONTACT PERSON/PHONE: Rocio P. Alvarado, Real Estate Manager, 915.594.5493

DISTRICT(S) AFFECTED: NA

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 Tyson and Megan Strain, approximately 16.2097 acres of land, legally described as portion of Section 9, Township 27, South Range 3 East, New Mexico Principle Meridian, Doña Ana County, New Mexico

EPWater, Rocio P. Alvarado, Real Estate 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 system (*the “System”*). On December 9, 2020, 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 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 49.156 acres of New Mexico land to Terry Taylor and Susan K. Taylor 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 through the real estate broker.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT ROCIO P. ALVARADO TO PICK UP THE DOCUMENTS @ 594.5493. THANK YOU.

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 16.2097 ACRES OF LAND, LEGALLY DESCRIBED AS PORTION OF SECTION 9, TOWNSHIP 27, SOUTH RANGE 3 EAST, NEW MEXICO PRINCIPLE MERIDIAN, DOÑA ANA COUNTY, NEW MEXICO

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 systems (collectively the "*System*"); and,

WHEREAS, at its regular meeting on December 9, 2020, the Public Service Board determined approximately 16.2097 acres of land legally described as a portion of Section 9, Township 27, South Range 3 East, New Mexico Principle Meridian, Doña Ana County, New Mexico (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 Tyson and Megan Strain, for the sales price of \$360,000.00 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 being was appraised at its fair market value and the purchaser has agreed to pay above the appraised value;

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:

16.2097 acres of land, legally described as portion of Section 9,
Township 27, South Range 3 East, New Mexico Principle Meridian, Doña
Ana County, New Mexico

(Signatures begin on following page)

PASSED AND APPROVED this _____ day of _____.


CITY OF EL PASO

Oscar Leeser,
Mayor

ATTEST:

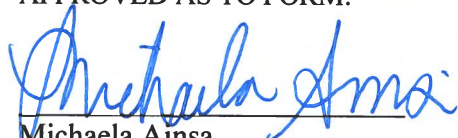
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO FORM:



Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NUMBER _____
Sale of NM Land - 16.2097 Acres – Strain

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 behalf of the CITY OF EL PASO, TEXAS, a Texas municipal corporation**
1154 Hawkins
El Paso, Texas 79925

Grantee: Tyson and Megan Strain
345 Heavenly Lane
Anthony, NM 88021
Attn: Tyson Strain
Phone: (575)313-6290

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 16.2097 acres of land legally described as a portion of Section 9, Township 27, South Range 3 East, New Mexico Principle Meridian, Doña Ana County, New Mexico, such portion being legally described by metes and bounds in **Exhibit A**, attached hereto.

All permitted water rights under permit LRG-4936 for irrigation, domestic use, livestock use, industrial use, and any other purpose of use recognized by the New Mexico Office of the State Engineer and the Courts of New Mexico, and otherwise appurtenant to or in any manner associated with the Land and its use, including but not limited to all vested or unvested surface and groundwater rights, either declared, licensed, permitted, adjudicated or undeclared with the New Mexico Office of the State Engineer (the "Water Rights") (collectively, the "Property")

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.

INSPECTION OF THE PROPERTY

Grantor, 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.

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: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2024
by Cary Westin, Interim City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

EXHIBIT A



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

A 16.2097 acres parcel situate northeast of La Union, Doña Ana County, New Mexico as a portion of Section 9, Township 27 South, Range 3 East, N.M.P.M., and being more particularly described by metes and bounds as follows.

COMMENCING at a Texas-New Mexico State Line Monument No. 9, concrete monument brass disk found; **THENCE**, following the Texas-New Mexico State Line, South 52°40'31" East, a distance of 561.58 feet to a 1/2 inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of Doña Ana County Road A-49 (50 feet wide) for the northeasterly corner and the **POINT OF BEGINNING** of the parcel herein described, identical to the northwesterly corner of Tract 1, Block 20, Upper Valley Grant Surveys as described in Book 2093, Page 691, El Paso County Deed Records;

THENCE, leaving the south right-of-way line of said Doña Ana County Road A-49 and continuing along the Texas-New Mexico State Line, South 52°40'31" East (South 52°50'02" East-record), a distance of 49.21 feet to a Texas-New Mexico State Line Monument No. 10, broken concrete monument found for an angle point of the parcel herein described;

THENCE, continuing along the Texas-New Mexico State Line, South 46°44'35" East (South 46°56'20" East-record), a distance of 1,070.23 feet (1,069.80 feet-record) to an 8 inch diameter concrete monument stamped "1963" found for the southeasterly corner of the parcel herein described, identical to the southwesterly corner of said Tract 1;

THENCE, leaving the Texas-New Mexico State Line, South 68°16'51" West (South 68°06'00" West-record), a distance of 529.58 feet (524.65 feet-record) to an 8 inch diameter concrete monument stamped "1963" found for the southwesterly corner of the parcel herein described, identical to the southeasterly corner of a 8.186 acres parcel as described in Instrument No. 1707880, Doña Ana County Deed Records;

THENCE, North 45°40'27" West (North 46°07'00" West-record), a distance of 881.42 feet (882.68 feet-record) to an old 5/8 inch rebar found for an angle point of the parcel herein described, identical to the northeasterly corner of said 8.186 acres parcel;

THENCE, South 82°58'38" West (South 82°48'00" West-record), a distance of 380.10 feet (380.17 feet-record) to an old 5/8 inch rebar found on the westerly right-of-way line of the La Union Main Canal for an angle point of the parcel herein described, identical to the northwesterly corner of said 8.186 acres parcel;

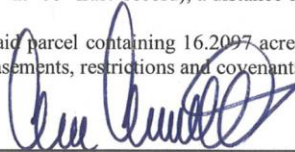
THENCE, following the easterly right-of-way line of said La Union Main Canal, North 19°34'50" West (North 19°51'03" West-record), a distance of 455.34 feet to a 1/2 inch rebar with survey cap

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No. "NM 21400" set on the southerly right-of-way line of said Doña Ana County Road A-49 for the northwesterly corner of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said La Union Main Canal and following the southerly right-of-way line of said Doña Ana County Road A-49, South 87°18'29" East (South 87°29'00" East~record), a distance of 834.74 feet to the **POINT OF BEGINNING**.

Said parcel containing 16.2097 acres (706,093.4 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



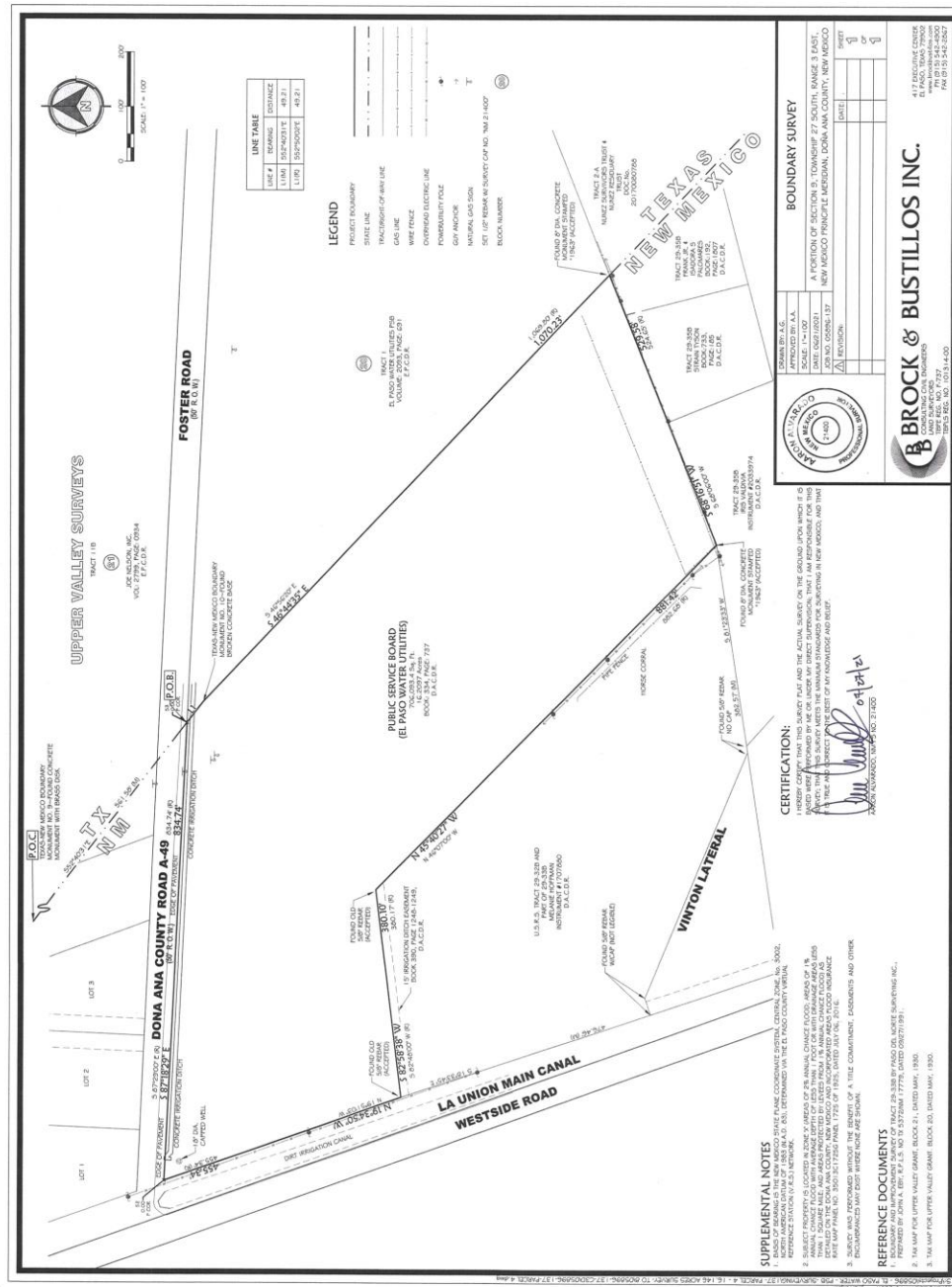
Aaron Alvarado, NM P.S. No. 21400

Date: July 27, 2021

05896-137-16.2097 AC-DESC



Sale of NM Land - 16.2097 Acres – Strain



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 Tyson and Megan Strain, as husband & wife (together, 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 Dona Ana County, New Mexico:

- i) An approximately 16.2097 acres of land, legally described as portion of Section 9, Township 27, South Range 3 East, New Mexico Principal Meridian, Doña Ana County, New Mexico, such portion being legally described by metes and bounds 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, 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**").
- ii) All permitted water rights under LRG-4936 for irrigation, domestic use, livestock use, industrial use, and any other purpose of use recognized by the New Mexico Office of the State Engineer and the Courts of New Mexico, and otherwise appurtenant to or in any manner associated with the Land and its use, including but not limited to all vested or unvested surface and groundwater rights, either declared, licensed, permitted, adjudicated or undeclared with the New Mexico Office of the State Engineer (collectively, the "**Water Rights**")

1.1 **Seller's Reservations & Disclosures.** The Property will be conveyed to the Buyer at Closing subject to certain exceptions, if any, 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, if any, 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 **[Intentionally Deleted]**

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 Three Hundred Sixty Thousand U.S. Dollars and Zero Cents, (\$360,000.00) (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 Ten Thousand U.S. Dollars and Zero Cents, (\$10,000.00) (the “*Earnest Money*”) with Darlene Bernal of Las Cruces Abstract & Title Company (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 U.S. Dollars and Zero Cents (\$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 ten(10) 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, Seller will, at Buyer’s expense, deliver or cause to be delivered to Buyer a title commitment covering the Property from Las Cruces Abstract & Title Company (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 Seller will provide copies of the Title Binder and all recorded documents affecting the Property to Buyer no later than three (3) days after the Seller’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. The taxes for the year 2023 and/or pro-rata 2024 will be paid by Seller. Any taxes, fees, and assessments imposed after the date of Closing shall be the responsibility of Buyer.

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 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 Dona Ana County, New Mexico.

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 to such changes 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 Blvd.
El Paso, Texas 79925

Copy to: El Paso Water Utilities Public Service Board
Attn: Alma De Anda
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, TX 79925
ADeAnda@epwater.org

BUYER: Tyson Strain and Megan Strain
345 Heavenly Lane
Anthony, NM 88021
Attn: Tyson Strain
Phone: (575)313-6290
Email: megan.kuykendall@ymail.com; tstrain53@gmail.com

Copy to: Gordon Davis Johnson & Shane P.C.
4695 N. Mesa Street
El Paso, Texas 79912
Attn: Josh Rhoads
Phone: (915) 545-1133
Email: jrhoads@eplawyers.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 New Mexico with jurisdiction in courts of competent jurisdiction of Dona Ana County, New Mexico.

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 **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.

10.10 **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.

10.11 **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.

10.12 **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: [Signature]
John E. Balliew
President/CEO

Executed on: 3/22/24

APPROVED AS TO FORM:

[Signature]
Melinda Becker
Assistant General Counsel

APPROVED AS TO CONTENT:

[Signature]
Alma De Anda
Utility Land and Water Rights Manager

ACKNOWLEDGEMENT

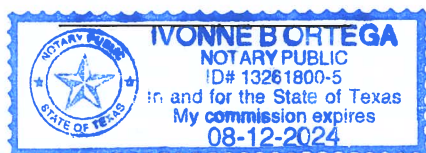
STATE OF TEXAS §

COUNTY OF EL PASO §

This instrument was acknowledged before me on the 27th day of March, 2024, by John E. Balliew, President/CEO of the El Paso Water Utilities Public Service Board.

[Signature]
Notary Public, State of Texas

My Commission Expires:



[Signatures Continue on the Following Page]

BUYER:

TYSON STRAIN

Tyson W Strain

Executed on: March 25, 2024

ACKNOWLEDGEMENT

STATE OF Texas

§

COUNTY OF El Paso

§

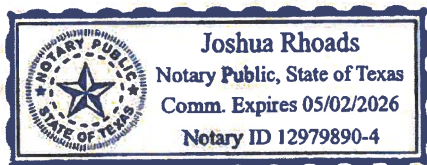
§

This instrument was acknowledged before me on the 25th day of March, 2024, by Tyson Strain.

Joshua Rhoads
Notary Public, State of Texas

My Commission Expires:

05-02-2026



MEGAN STRAIN

Megan Strain

Executed on: March 25, 2024

ACKNOWLEDGEMENT

STATE OF Texas

§

COUNTY OF El Paso

§

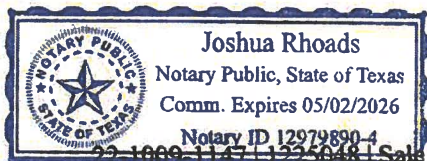
§

This instrument was acknowledged before me on the 25th day of March, 2024, by Megan Strain.

Joshua Rhoads
Notary Public, State of Texas

My Commission Expires:

05-02-2026



22-1000-1147-1225048 | Sale to Tyson & Mega Strain

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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 _____, 202__, which shall be the *Approval Date* for the purpose described herein.

THE CITY OF EL PASO, TEXAS,
a Texas municipal corporation,

By: _____
Cary Westin
City Manager

APPROVED AS TO FORM:

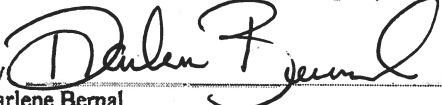


Roberta Brito
Senior Assistant City Attorney

This Agreement has been received and reviewed by the Title Company this the 2nd day of April, 2024. 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:

Las Cruces Abstract & Title Company

By 

Darlene Bernal
Escrow Officer

EXHIBIT A



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY F. BRULIN, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
ALEXON ALVARADO, R.P.L.S.
Vice President - Surveying
TSPS Reg. No. F-737
TSPS Reg. No. 101314 00

METES AND BOUNDS DESCRIPTION

A 16.2097 acres parcel situate northeast of La Union, Doña Ana County, New Mexico as a portion of Section 9, Township 27 South, Range 3 East, N.M.P.M, and being more particularly described by metes and bounds as follows.

COMMENCING at a Texas-New Mexico State Line Monument No. 9, concrete monument brass disk found; **THENCE**, following the Texas-New Mexico State Line, South 52°40'31" East, a distance of 561.58 feet to a 1/2 inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of Doña Ana County Road A-49 (50 feet wide) for the northeasterly corner and the **POINT OF BEGINNING** of the parcel herein described, identical to the northwesterly corner of Tract 1, Block 20, Upper Valley Grant Surveys as described in Book 2093, Page 691, El Paso County Deed Records;

THENCE, leaving the south right-of-way line of said Doña Ana County Road A-49 and continuing along the Texas-New Mexico State Line, South 52°40'31" East (South 52°50'02" East-record), a distance of 49.21 feet to a Texas-New Mexico State Line Monument No. 10, broken concrete monument found for an angle point of the parcel herein described;

THENCE, continuing along the Texas-New Mexico State Line, South 46°44'35" East (South 46°56'20" East-record), a distance of 1,070.23 feet (1,069.80 feet-record) to an 8 inch diameter concrete monument stamped "1963" found for the southeasterly corner of the parcel herein described, identical to the southwesterly corner of said Tract 1;

THENCE, leaving the Texas-New Mexico State Line, South 68°16'51" West (South 68°06'00" West-record), a distance of 529.58 feet (524.65 feet-record) to an 8 inch diameter concrete monument stamped "1963" found for the southwesterly corner of the parcel herein described, identical to the southeasterly corner of a 8.186 acres parcel as described in Instrument No. 1707880, Doña Ana County Deed Records;

THENCE, North 45°40'27" West (North 46°07'00" West-record), a distance of 881.42 feet (882.68 feet-record) to an old 5/8 inch rebar found for an angle point of the parcel herein described, identical to the northeasterly corner of said 8.186 acres parcel;

THENCE, South 82°58'38" West (South 82°48'00" West-record), a distance of 380.10 feet (380.17 feet-record) to an old 5/8 inch rebar found on the westerly right-of-way line of the La Union Main Canal for an angle point of the parcel herein described, identical to the northwesterly corner of said 8.186 acres parcel;

THENCE, following the easterly right-of-way line of said La Union Main Canal, North 19°34'50" West (North 19°51'03" West-record), a distance of 455.34 feet to a 1/2 inch rebar with survey cap

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Page 2 of 2

No. "NM 21400" set on the southerly right-of-way line of said Doña Ana County Road A-49 for the northwesterly corner of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said La Union Main Canal and following the southerly right-of-way line of said Doña Ana County Road A-49, South 87°18'29" East (South 87°29'00" East-record), a distance of 834.74 feet to the **POINT OF BEGINNING**.

Said parcel containing 16.2097 acres (706,093.4 square feet), more or less, and being subject to all easements, restrictions and covenants of record.


 Aaron Alvarado, NM P.S. No. 21400

Date: July 27, 2021

05896-137-16.2097 AC-DESC



Project: 05896 - EL PASO WATER - P39 SURVEYING: 137 PARCEL 4 - 16.148 ACRES SURVEY TO PROPERTY DESCRIPTION: 05896-137-16.2097 AC-DESC 4/11

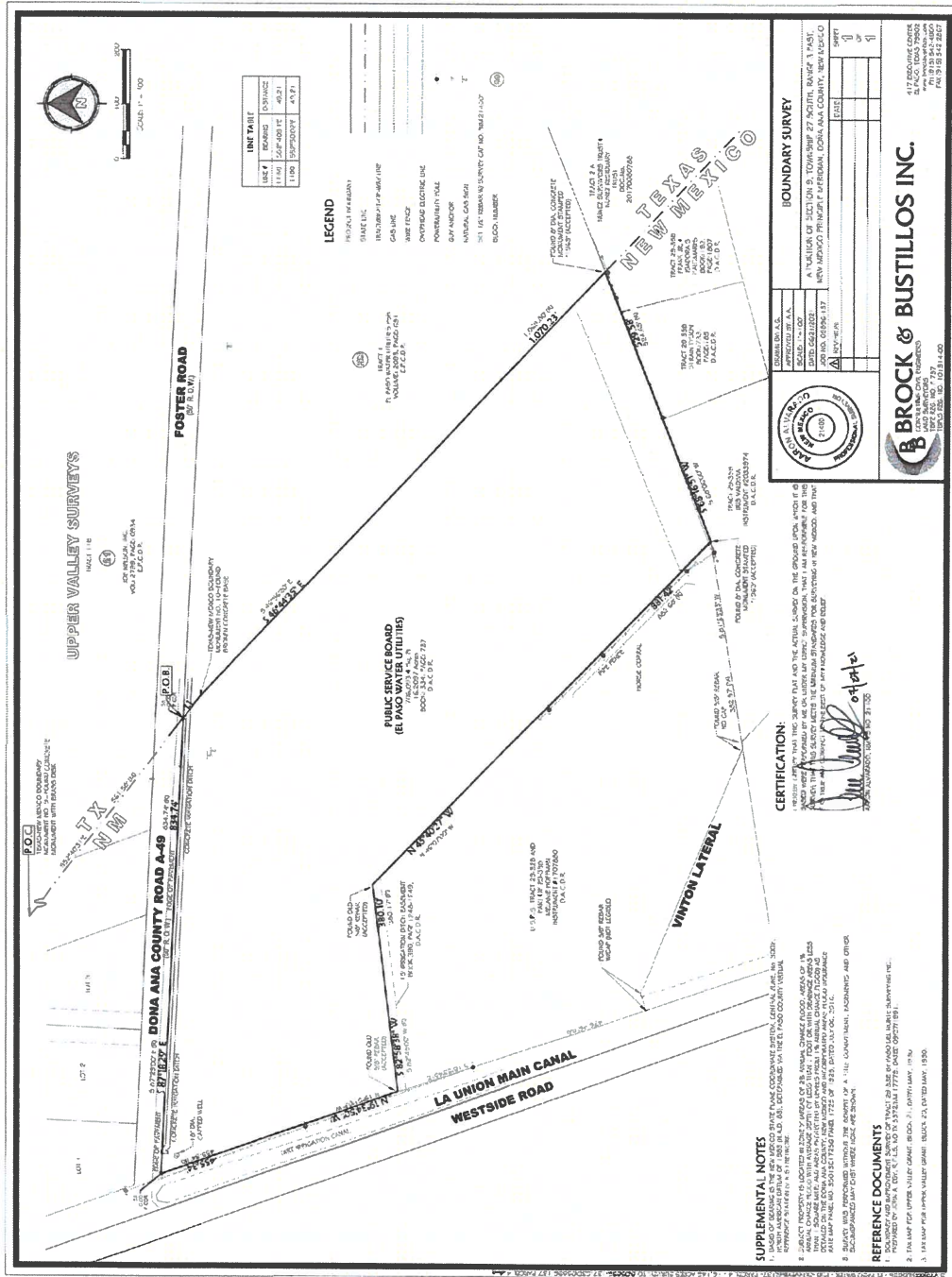


EXHIBIT B
Seller's Reservations & Disclosures

Reservations: N/A

Disclosures: Water Rights 16.15 acres – La Union East Lateral
Elephant Butte Irrigation District under permitted water rights LRG-4936

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: Tyson and Megan Strain
345 Heavenly Lane
Anthony, NM 88021
Attn: Tyson Strain
Phone: (575)313-6290

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 16.2097 acres of land legally described as a portion of Section 9, Township 27, South Range 3 East, New Mexico Principal Meridian, Doña Ana County, New Mexico, such portion being legally described by metes and bounds in **Exhibit A**, attached hereto.

All permitted water rights under permit LRG-4936 for irrigation, domestic use, livestock use, industrial use, and any other purpose of use recognized by the New Mexico Office of the State Engineer and the Courts of New Mexico, and otherwise appurtenant to or in any manner associated with the Land and its use, including but not limited to all vested or unvested surface and groundwater rights, either declared, licensed, permitted, adjudicated or undeclared with the New Mexico Office of the State Engineer (the "***Water Rights***") (collectively, the "**Property**")

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, 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..

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 _____,
2024 by Cary Westin, Interim City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas



13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature
TCNM, LLC DBA Las Cruces Abstract
and Title Company
119 S Campo Street
Las Cruces, NM 88001



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2151996

13.14.18.13 NM Form 6 Commitment for Title Insurance 8-1-16 Modified 7-1-18

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AMERICAN
LAND TITLE
ASSOCIATION



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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I - Requirements;
 - (f) Schedule B, Part II - Exceptions; and
 - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No.: 2151996

13.14.18.13 NM Form 6 Commitment for Title Insurance 8-1-16 Modified 7-1-18

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AMERICAN
LAND TITLE
ASSOCIATION



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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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13.14.18.13 NM Form 6 Commitment for Title Insurance 8-1-16 Modified 7-1-18

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AMERICAN
LAND TITLE
ASSOCIATION



630

Pursuant to the New Mexico title insurance law Section 59A-30-4 NMSA 1978, and title insurance rule 13.14.18.9 NMAC, no part of any title insurance commitment, policy or endorsement form promulgated by the New Mexico superintendent of insurance may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico superintendent of insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico superintendent of insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located, except as authorized by law.

13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: TCNM, LLC DBA Las Cruces Abstract and Title Company
Issuing Office: 119 S Campo Street, Las Cruces, NM 88001
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2151996
Issuing Office File Number: 2151996
Property Address: 16.2097 acres SE Corner of Foster Road & Westside Road, Dona Ana, NM 88032
Revision Number:

1. Commitment Date: October 23, 2023 at 6:00AM
2. Policy to be issued: Proposed Policy Amount

(a) ALTA Owner's Standard \$360,000.00
Proposed Insured: Tyson Strain and Megan Strain

(b) ALTA Loan Standard
Proposed Insured: This title commitment is not effective until schedule A is completed and the company reserves the right to amend and supplement this commitment with additional information, requirements and exceptions based upon the provision of additional information.
3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:

Public Service Board (El Paso Water Utilities)
5. The Land is described as follows:

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature
TCNM, LLC DBA Las Cruces Abstract and Title Company
119 S Campo Street
Las Cruces, NM 88001

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13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE A

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AMERICAN
LAND TITLE
ASSOCIATION



13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2151996

A tract of land northeast of La Union, Dona Ana County, New Mexico as a portion of Section 9, Township 27 South, Range 3 East, N.M.P.M. and being more particularly described by metes and bounds as follows:

COMMENCING at a Texas-New Mexico State Line Monument No. 9, concrete monument brass disk found; Thence, the following Texas-New Mexico State Line, South 52°40'31"E., a distance of 561.68 feet to a 1/2 inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of Dona Ana County Road A-49 (50 feet wide) for the northeasterly corner and the POINT OF BEGINNING of the parcel herein described, identical to the northwesterly corner of Tract 1, Block 20, Upper Valley Grant Surveys as described in Book 2093, Page 691, El Paso County Deed Records;

THENCE, leaving the south right-of-way line of said Dona Ana County Road A-49 and continuing along the Texas-New Mexico State Line, South 52°50'02"E (South 52°50'02" East-record), a distance of 49.21 feet to a Texas-New Mexico State Line Monument No. 10, broken concrete monument found for an angle point of the parcel herein described;

THENCE, continuing along the Texas-New Mexico State Line, South 46°44'35"E (South 46°56'20" East-record), a distance of 1,070.23 feet (1,069.80 feet-record) to an 8 inch diameter concrete monument stamped "1963" found for the southeasterly corner of the parcel herein described, identical to the southwesterly corner of said Tract 1;

THENCE, leaving the Texas-New Mexico State Line, South 68°16'51"W (South 68°6'00" West-record), a distance of 529.58 feet (524.65 feet record) to an 8 inch diameter concrete monument stamped "1963" found for the southwesterly corner of the parcel herein described, identical to the southeasterly corner of a 8.186 acre parcel as described in Instrument No. 1707880, Dona Ana County Deed Records;

THENCE, North 45°40'27"W (North 46°07'00" West-record), a distance of 881.42 feet (882.68 feet-record) to an old 5/8 inch rebar found for an angle point of the parcel herein described, identical to the northeasterly corner of said 8.186 acre parcel;

THENCE, South 82°58'38"W (South 82°48'00" West-record), a distance of 380.10 feet (380.17 feet-record) to an old 5/8 inch rebar found on the westerly right-of-way line of the La Union Main Canal for an angle point of the parcel herein described, identical to the northwesterly corner of said 8.186 acre parcel;

THENCE, following the easterly right-of-way line of said La Union Main Canal North 19°34'50"W (North 19°51'03" West-record), a distance of 455.34 feet to a 1/2 inch rebar with survey cap No. "NM 21400" set on the southerly right-of-way line of said Dona Ana County Road A-49 for the northwesterly corner of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said La Union Main Canal and following the southerly right-of-way line of said Dona Ana County Road A-49, South 87°18'29"E (South 87°29'00" East-record), a distance of 834.74 feet to the POINT OF BEGINNING.

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13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

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13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2151996

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
6. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
8. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record, to wit:
9. Provide this Company with official identification of all parties involved in this transaction before or at closing.
10. Provide Las Cruces Abstract and Title Company with a fully executed Purchase Agreement.
11. Payment of property taxes for the year 2023.
12. Affidavit signed by the parties to the transaction as to the accuracy of the existing survey by Brock & Bustillos Inc., dated July 27, 2021.
13. Secure and file for record a Warranty Deed from PUBLIC SERVICE BOARD (EL PASO WATER UTILITIES) to TYSON STRAIN AND MEGAN STRAIN, HUSBAND AND WIFE.
14. Secure and file for record a Mortgage/Deed of Trust from TYSON STRAIN AND MEGAN STRAIN, HUSBAND AND WIFE to PROPOSED LENDER.

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13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

15. This title commitment is not effective until schedule A is completed and the company reserves the right to amend and supplement this commitment with additional information, requirements and exceptions based upon the provision of additional information.

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13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2151996

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Standard exceptions 1, 2, 3, and or 4, may be deleted from any policy upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the named insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. Except for the issuance of a U.S. policy form (NM form 7 or NM form 34), any policy to be issued pursuant to this commitment will be endorsed or modified in Schedule B by the company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to schedule B of the policy shall read: "In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American Land Title Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured."

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Right or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy)
6. Water rights, claims or title to water.
7. Taxes for the year 2023, and thereafter.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the Effective Date hereof but prior to the date the

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13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE

SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Reservations contained in the Patent Deed from the United States of America.
11. Agreement, Public Service Board of the City of El Paso, Texas and Harry J. Stone, Jr., filed of record July 17, 1989, in Book 241, Pages 684-686, Records of Dona Ana County, New Mexico.
12. Concrete Irrigation Ditch inside property line as shown on Plat of Survey by Brock & Bustillos Inc., dated July 27, 2021.

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RESOLUTION

A RESOLUTION OF THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD TO AWARD THE SALE OF APPROXIMATELY 16.2097 ACRES OF LAND, LEGALLY DESCRIBED AS PORTION OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 3 EAST, NEW MEXICO PRINCIPLE MERIDIAN, DOÑA ANA COUNTY, NEW MEXICO, TO TYSON AND MEGAN STRAIN, WHO SUBMITTED THE HIGHEST PURCHASE PRICE, AND AUTHORIZING THE PRESIDENT/CEO TO FORWARD THE RECOMMENDATION TO THE CITY AND SIGN ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, the El Paso Water Utilities Public Service Board holds certain real properties comprising the water system in its land inventory (collectively the “System”); and,

WHEREAS, on December 9, 2020, the El Paso Water Utilities 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 amended; and

NOW, THEREFORE, BE IT RESOLVED BY THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:

Section 1. The recitations as set out in the preamble above are found to be true and correct and are hereby adopted by the El Paso Water Utilities Public Service Board and made a part of this Resolution for all purposes.

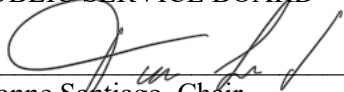
Section 2. That the El Paso Water Utilities Public Service Board recommends that the land described below be sold to Tyson and Melanie Strain, with the highest purchase offer for a total amount of \$360,000.00:

Approximately 16.2097 acres of land, legally described as Portion of Section 9, Township 27 South, Range 3 East, New Mexico Principle Meridian, Doña Ana County, New Mexico

Section 3. That the El Paso Water Utilities Public Service Board authorize the President/CEO to forward the resolution of the El Paso Water Utilities Public Service Board that the above-described land is to be sold in accordance with state law and sign any and all documents necessary to complete the sale of the property to Tyson and Melanie Strain.

PASSED, ADOPTED and APPROVED at a Regular Meeting of the El Paso Water Utilities Public Service Board of the City of El Paso, Texas, this 8th day of November 2023, at which meeting a quorum was present and which meeting was held in accordance with the provisions of V.T.C.A. Government Code, Sections 551.001, et. seq.

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD


Ivonne Santiago, Chair

ATTEST:


Charlie Intebi, Secretary-Treasurer

APPROVED AS TO FORM:


Daniel Ortiz, General Counsel



Legislation Text

File #: 24-808, 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

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

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 authorizing the City Manager or designee to submit FY2025 grant application for the Motor Vehicle Crime Prevention Authority (MVCPA) and to accept, alter, decline, modify, terminate and/or execute all necessary documents related to the grant. The grant period will be from September 1, 2024 to August 31, 2025. Requesting grant funding for \$2,016,853.00 for personnel salaries, travel, and operating expenses. Cash Match amount will be \$553,884.00. If awarded, the grant will provide financial support to the Police Department's Auto Theft Task Force to combat motor vehicle theft, burglary of motor vehicles and fraud-related motor vehicle crime.

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

AGENDA DATE: July 2, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Humberto Talamantes, (915) 212-4309,

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Set the Standard for a Safe and Secure City

SUBGOAL: Maintain standing as one of the nation's top safest cities.

SUBJECT:

Approve a resolution authorizing the City Manager or designee to submit FY2025 grant application for the Motor Vehicle Crime Prevention Authority (MVCPA) and to accept, alter, decline, modify, terminate and/or execute all necessary documents related to the grant. The grant period will be from September 1, 2024 to August 31, 2025. Requesting grant funding for \$2,016,853.00 for personnel salaries, travel, and operating expenses. Cash Match amount will be \$ 553,884.00. If awarded, the grant will provide financial support to the Police Department's Auto Theft Task Force to combat motor vehicle theft, burglary of motor vehicles and fraud-related motor vehicle crime.

BACKGROUND / DISCUSSION:

The FY25 MVCPA grant will fund personnel salaries, fringe benefits, travel, supplies, and direct operating expenses for the Police Department's Auto Theft Task Force. El Paso Police Department has received this grant since 1991.

PRIOR COUNCIL ACTION:

The FY24 MVCPA grant was approved by City Council on June 15, 2023. The FY23 MVCPA grant was approved by City Council on June 6, 2022. The FY22 MVCPA grant was approved by City Council on June 9, 2021.

AMOUNT AND SOURCE OF FUNDING:

Cash Match of \$553,884.00 will be funded through the Police Department General Fund. Accounting string 560000-321-1000-21060

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Exec. A/C Victor Zayas #1515

for Chief P. Pacillas

RESOLUTION

WHEREAS, the City of El Paso is eligible to receive grants from the Texas Department of Motor Vehicles through the Motor Vehicle Crime Prevention Authority (MVCPA) grant program to provide financial support to the El Paso Police Department for automobile theft enforcement teams and to combat automobile burglary in El Paso, pursuant to the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57; and

WHEREAS, the El Paso City Council finds that the MVCPA FY2025 grant program will assist the City of El Paso to combat motor vehicle theft, burglary of motor vehicles and fraud-related motor vehicle crime; and

WHEREAS, the El Paso City Council agrees that in the event of loss or misuse of the MVCPA grant funds, the City of El Paso assures that the grant funds will be returned in full to MVCPA; and

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

1. That the City Manager, or designee, be authorized to submit an MVCPA FY2025 grant application in the amount of \$2,016,853 and to accept, alter, decline, modify, terminate and/or execute all necessary documents related to the grant.
2. That the City of El Paso agrees to provide a cash match in the amount of \$553,884 and in-kind match of salaries and benefits for sworn officers and civilian positions and contractual obligations.
3. That the El Paso Police Department Auto Theft Task Force Lieutenant or designee is designated as the Program Director.
4. That the City of El Paso's Chief Financial Officer, or designee, is designated as the Financial Officer for this grant.

ADOPTED this ____ day of _____ 2024

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:


Exec. A/C Victor Zarur #1515

for _____
Peter Pacillas
Chief of Police

City of El Paso Taskforce Grant Application for Fiscal Year 2025

[Request for Application \(RFA\)](#) (need link to rfa)Primary Agency / Grantee Legal Name: *City of El Paso*Organization Type: *Law Enforcement*Organization ORI (if applicable): *TX0710200: EL PASO PD (MIP)***Program Title** Please enter a short description of the proposed program that can be used as the title.*El Paso Police Department's Auto Theft Task Force***Application Category** (See [Request for Applications \[RFA\]](#) for category details and descriptions RFA Priority Funding Section):**New Grant** - 2025 is the first year of the MVCPA Taskforce Grants. All 2025 grant applicants use the new grant category.**MVCPA Program Category** (see RFA and TAC 43, 3 §57.14). Check all that apply.

- Law Enforcement, Detection and Apprehension
- Prevention, Anti-Theft Devices and Motor Vehicle Registration
- Reduction of the Sale of Stolen Vehicles or Parts
- Education Programs and Marketing

Taskforce Grant Participation and Coverage Area**Provide a General Description of the Participating and Coverage Area of this Grant Application**

The El Paso Police Department's Auto Theft Task Force is the participating agency and provides coverage to all the listed agencies that are located within the City and County of El Paso, Texas. To Include the Native American tribe of Ysleta del Sur Pueblo and the Fort Bliss Military Base.

Define in the tables below the grant relationships and geographic area of the taskforce:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the taskforce. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX0710200 EL PASO PD (MIP)	TX0710000 EL PASO CO (MIP) (AE)
	TX0710100 ANTHONY PD (AE)
	TX0710400 UT EL PASO PD (AE)
	TX0711100 EL PASO COMM COLLEGE PD
	TX0711300 EL PASO ISD PD (AE)
	TX0711400 HORIZON CITY PD (AE)

• **Other Coverage** (Use if ORI not listed or explanation is necessary.):

Ysleta Del Sur Tribal Police; Fort Bliss, Texas CID and Military Police; Clint Police Department [TX0711200]; Texas Tech University Police Department (El Paso Campus); San Elizario Police Department [TX 0712800]; Canutillo ISD Police Department [TX07112700]; (7) Constable Precincts within the City and County of El Paso, Texas; City of El Paso Fire Marshalls Division [TX0711500]; and, El Paso County Fire Marshalls Office [TX0712600].

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

Enter MVCPA and Cash Match Amounts

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$1,646,756	\$0	\$1,646,756	\$933,286
Fringe	\$0	\$553,884	\$553,884	\$309,341
Overtime	\$100,000	\$0	\$100,000	
Professional and Contract Services				
Travel	\$40,275	\$0	\$40,275	
Equipment	\$26,100	\$0	\$26,100	
Supplies and Direct Operating Expenses (DOE)	\$203,722	\$0	\$203,722	
Total	\$2,016,853	\$553,884	\$2,570,737	\$1,242,627
Cash Match Percentage		27.46%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Police Lieutenant	Investigator/LEO	100			\$0	\$126,876
Police Sergeant	Investigator/LEO	100			\$0	\$117,244
Police Sergeant	Investigator/LEO	100			\$0	\$108,399
Police Officer	Investigator/LEO	100			\$0	\$103,515
Police Officer	Investigator/LEO	100			\$0	\$103,515
Police Officer	Investigator/LEO	100			\$0	\$92,855
Police Officer	Investigator/LEO	100			\$0	\$69,145
Police Officer	Investigator/LEO	100			\$0	\$76,232
Police Detective	Investigator/LEO	100			\$0	\$103,515
Senior Administrative Assistant	Administrative / Support	100			\$0	\$31,990
Police Sergeant	Investigator/LEO	100	\$117,244	\$0	\$117,244	
Police Officer	Investigator/LEO	100	\$103,515	\$0	\$103,515	
Police Officer	Investigator/LEO	100	\$91,026	\$0	\$91,026	
Police Officer	Investigator/LEO	100	\$101,485	\$0	\$101,485	
Police Officer	Investigator/LEO	100	\$72,602	\$0	\$72,602	
Police Officer	Investigator/LEO	100	\$103,515	\$0	\$103,515	
Police Officer	Investigator/LEO	100	\$84,046	\$0	\$84,046	
Police Officer	Investigator/LEO	100	\$103,515	\$0	\$103,515	
Police Officer	Investigator/LEO	100	\$103,515	\$0	\$103,515	
Police Officer	Investigator/LEO	100	\$91,936	\$0	\$91,936	
Police Officer	Investigator/LEO	100	\$91,936	\$0	\$91,936	
Police Officer	Investigator/LEO	100	\$92,855	\$0	\$92,855	
Police Detective	Investigator/LEO	100	\$95,631	\$0	\$95,631	

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Police Detective	Investigator/LEO	100	\$101,485	\$0	\$101,485	
Police Detective	Investigator/LEO	100	\$80,044	\$0	\$80,044	
Police Detective	Investigator/LEO	100	\$97,544	\$0	\$97,544	
Auto Theft Senior Office Assistant	Administrative / Support	100	\$46,410	\$0	\$46,410	
Auto Theft Prevention Awareness Manager	Administrative / Support	100	\$68,452	\$0	\$68,452	
Total Personnel		2800	\$1,646,756	\$0	\$1,646,756	\$933,286
Fringe						
Police Lieutenant	Investigator/LEO				\$0	\$43,855
Police Sergeant	Investigator/LEO				\$0	\$40,525
Police Sergeant	Investigator/LEO				\$0	\$35,780
Police Officer	Investigator/LEO				\$0	\$35,780
Police Officer	Investigator/LEO				\$0	\$32,095
Police Officer	Investigator/LEO				\$0	\$28,177
Police Officer	Investigator/LEO				\$0	\$23,900
Police Officer	Investigator/LEO				\$0	\$26,350
Police Detective	Investigator/LEO				\$0	\$35,780
Senior Administrative Assistant	Administrative / Support				\$0	\$7,099
Police Sergeant	Investigator/LEO		\$0	\$40,525	\$40,525	
Police Officer	Investigator/LEO		\$0	\$35,780	\$35,780	
Police Officer	Investigator/LEO		\$0	\$31,463	\$31,463	
Police Officer	Investigator/LEO		\$0	\$35,078	\$35,078	
Police Officer	Investigator/LEO		\$0	\$18,362	\$18,362	
Police Officer	Investigator/LEO		\$0	\$35,780	\$35,780	
Police Officer	Investigator/LEO		\$0	\$29,051	\$29,051	
Police Officer	Investigator/LEO		\$0	\$26,180	\$26,180	
Police Officer	Investigator/LEO		\$0	\$35,780	\$35,780	
Police Officer	Investigator/LEO		\$0	\$31,778	\$31,778	
Police Officer	Investigator/LEO		\$0	\$31,778	\$31,778	
Police Officer	Investigator/LEO		\$0	\$32,095	\$32,095	
Police Detective	Investigator/LEO		\$0	\$33,055	\$33,055	
Police Detective	Investigator/LEO		\$0	\$35,078	\$35,078	
Police Detective	Investigator/LEO		\$0	\$27,667	\$27,667	
Police Detective	Investigator/LEO		\$0	\$33,716	\$33,716	
Auto Theft Senior Administrative Assistant	Administrative / Support		\$0	\$16,452	\$16,452	
Auto Theft Prevention Awareness Manager	Administrative / Support		\$0	\$24,266	\$24,266	
Total Fringe			\$0	\$553,884	\$553,884	\$309,341
Overtime						
25 Taskforce Peace Officers	Investigator/LEO		\$100,000	\$0	\$100,000	
Total Overtime			\$100,000	\$0	\$100,000	
Professional and Contract Services						
Total Professional and Contract Services						
Travel						
Taskforce Training	Training In-State		\$18,000	\$0	\$18,000	
MVCPA Board Meetings/Workshops	Law enforcement In-State		\$10,275	\$0	\$10,275	
TAVTI	Training In-State		\$10,000	\$0	\$10,000	
Taskforce Training	Training Out-of-State		\$2,000	\$0	\$2,000	
Total Travel			\$40,275	\$0	\$40,275	

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
	Equipment					
6 Getac B360 Fully Rugged Laptop Computers			\$26,100	\$0	\$26,100	
Total Equipment			\$26,100	\$0	\$26,100	
Supplies and Direct Operating Expenses (DOE)						
Office Supplies			\$2,750	\$0	\$2,750	
Promotional Supplies			\$10,000	\$0	\$10,000	
Vehicle Leases (20)			\$166,800	\$0	\$166,800	
Vigilant			\$4,500	\$0	\$4,500	
Paging and Communication (41)			\$19,672	\$0	\$19,672	
Total Supplies and Direct Operating Expenses (DOE)			\$203,722	\$0	\$203,722	

Budget Narrative

A. Personnel

Police Lieutenant: Under minimal supervision oversees the operations of the Auto Theft Task Force and serve as the Taskforce's Program Director. Administers and executes the MVCPA grant. Is responsible for writing the MVCPA grant. Commands the unit to assure department goals and objectives are met. Is directly involved with the unit's budget preparation. Is responsible for monitoring the budget, supplies, and equipment during the grant cycle. Commonly interacts with Departmental Command Staff, Accounting Staff, Grant Staff as well as Local, State, and Federal Law Enforcement partners. Requires frequently changing work schedules, must be available for callout duties and occasional rotating shift work. The Taskforce Commander is deputized by the El Paso County District Attorney's Office to investigate automobile crimes that are committed within the City and County of El Paso, Texas. **Police Sergeant:** Under general supervision directly supervises auto theft investigators or a tactical field team, to ensure quality, and accurate work methods are followed through. Makes assignments and coordinates activities of the unit. Ensures assignments are completed in a timely manner. Monitors and reviews cases, prepares reports as assigned. Develops and implements action plans. Provides training and ensures logistical needs of the unit are met. Assists in budget preparation, monitors budget, supplies and equipment. Interacts frequently with department supervisors, public, business community, civic organizations, as well as local, state, and federal law enforcement agencies. Requires frequently changing schedules, including callout duty, and rotating shift work. Sergeants are deputized by the El Paso County District Attorney's Office to investigate automobile crimes that are committed within the City and County of El Paso, Texas. **Police Investigator (Officer/Detective):** Under direct and indirect supervision, prepares quality and accurate investigations of auto related offenses. Prepares fully investigated cases for Presentation to the District Attorney's Office. Collaborates with the District Attorney's Office regarding case packets, sentencing, and addressing repeat offenders. Develops and works with informants. Conducts surveillance in plain-clothes capacity checking for on-view vehicle thefts and other automobile crimes while remaining responsive to the patrol division. The Investigator will use a proactive approach regarding auto thefts through participation of any related duties to include, but not limited to Crime Prevention Presentations, Border Partners (Mexican Liaison), Surveillance, and Investigations. Investigators are deputized by the El Paso County District Attorney's Office to investigate automobile crimes that are committed within the City and County of El Paso, Texas. The investigator interacts frequently with department supervisors, the public, the business community, other law enforcement agencies (Local, State, and Federal), and civil and regulatory governmental entities. Once the investigator is appointed to the taskforce, the investigator acknowledges and agrees unconditionally that he or she will be required to frequently change work schedules, rotating days off, be on continuous call-out status, travel, and/or work rotating shifts. The investigator further agrees that if at any moment that he or she is no longer able or willing to accept and abide by the position requirements, that he or she will forfeit his or her position with the Auto Theft Task Force. **Police Field Team Officer (Officer/Detective):** Under direct and indirect supervision, prepares quality and accurate investigations of auto related offenses. Field Team Officers are deputized by the El Paso County District Attorney's Office to investigate automobile crimes that are committed within the City and County of El Paso, Texas. Field team officers develop and work with informants, conduct surveillance in plain-clothes capacity, checking for on-view vehicle thefts and other crimes, while remaining responsive to the patrol division. Field team officers utilize a proactive approach regarding auto thefts through participation of any taskforce related duties. Taskforce duties include, but are not limited to Crime Prevention Presentations, Border Partners (Mexican Liaison), Surveillance, and automobile crime Investigations. Field team officers frequently interact with department supervisors, the public, the business community, other law enforcement agencies (Local, State, and Federal), and civil & regulatory governmental entities. Once appointed to the taskforce, the field team officer acknowledges and agrees unconditionally that he or she will be required to frequently change work schedules, rotating days off, be on continuous call-out status, travel, and/or work rotating shifts. The field team officer further agrees that if at any moment that he or she is no longer able or willing to accept and abide by the position requirements, that he or she will forfeit his or her position with the Auto Theft Task Force. **Senior Administrative Assistant:** Greets and assist city personnel, officials, and the public in person and over the phone. Greets and responds to visitors and personnel in a professional manner. Provides appropriate information and documents to city personnel and the public related to area of responsibility. Exercise of proper telephone etiquette, responding to inquiries to the appropriate party. Prepares and edits specialized documents and correspondence for review. Reviews and enters sensitive and complex data, maintains records, files, databases, and record keeping sources. Updates and prepares spreadsheets. Performs a broad variety of related office clerical activities and support functions. **Auto Theft Prevention & Awareness Manager (ATPAM):** Is responsible for the planning and implementation of auto theft related public awareness presentations and law enforcement auto theft training events. The ATPAM is responsible for the all logistics associated with the planning and coordination of all taskforce trainings held and/or sponsored within the City and County of El Paso, TX. The ATPAM writes and composes auto theft informational presentations for the dissemination to local newspapers, news outlets, radio stations, and social media. The ATPAM actively participates in the social media platform of Facebook and participates in a variety of social media activities such as blogging, commenting, community development and management, and social bookmarking. The ATPAM coordinates and participates in public

Budget Narrative

speaking events, conferences exhibits, and various activities that support the statewide goal of vehicle crime prevention and the "Watch Your Car" or "Lock It Down!" Campaigns. The ATPAM coordinates and participates in VIN etching events, to include catalytic converter etching events, and is the primary contact for such events. The ATPAM prepares and compiles monthly statistical information of the different types of events attended and the number of attendees that participated during the events that is reported to MVCPA. The ATPAM works in conjunction with the private sector, insurance companies, and local businesses for the distribution of auto theft prevention and awareness information to vehicle owners and operators within the City and County of El Paso, TX. The ATPAM serves as Public Information Officer (PIO) for the taskforce and provides information to the media via the El Paso Police Department's Public Information Office (PIO) and conducts interviews with the media. The ATPAM establishes and maintains an effective working relationship with community, to include, new and used car dealers, in order to implement auto theft awareness and prevention programs designed to educate customers purchasing new and used vehicles. Auto Theft Senior Office Assistant: Types memorandums, correspondence, reports, forms, and other related materials from rough copies, audible recordings and other sources. Composes routine correspondence for the Taskforce Program Director's signature. Establishes and maintains MVCPA and taskforce files, records and reviews documents for accuracy and completeness. Compiles information for the MVCPA quarterly and yearly reports, maintains balances on budget accounts, maintains the unit inventory list, and related property records. Greets visitors, provides information, and refers visitors to the appropriate taskforce personnel. Takes and relays messages, information and instructions to designated taskforce personnel. Schedules appointments for the program director and taskforce staff. Arranges MVCPA sponsored travel itineraries and travel reservations for taskforce personnel. Arranges dates, times, and locations of taskforce staff meetings and notifies all interested parties. Interprets and translates from Spanish to English and vice-versa, official police department reports for recovered stolen vehicles in Mexico. Translates for Spanish speaking automobile crime victims and/or witnesses when they meet with an auto theft investigator at the office to provide a statement and translates Mexican authorities' reports for taskforce personnel.

B. Fringe

Sworn Law Enforcement Officer Fringe Benefits include FICA (1.45%), Unemployment (.10%), Pension (18.5%), and Workers Compensation (4.66%). Standard insurance benefits such as Health Insurance, Life Insurance, Vision and Dental Fringe Benefits were calculated using current year expenditures. Civilian Fringe Benefits include FICA (7.65%), Unemployment (.10%), Pension (14%), and Workers Compensation (.29%). Standard insurance benefits such as Health Insurance, Life Insurance, Vision and Dental Fringe Benefits were calculated using current year expenditures. Fringe benefits for grant funded salaries will be covered 100% by cash match.

C. Overtime

The taskforce will conduct auto theft operations on an overtime basis for all taskforce officers, regardless of how they are funded (Grant, Cash Match, or In-kind), as long as they are active members of the current MVCPA Grant. Overtime funds will also be used to conduct egress operations at US Ports-of-Entry leading into Mexico; salvage yard inspections during unsuspecting times; surveillance and directed patrol operations of high crime areas according to crime trends and patterns; and, warrant round-ups of known automobile crime thieves. Any planned operation will require an action plan and approval by the Taskforce Commander or his designated OIC. Overtime will also be used for impromptu automobile crime operations that include, but are not limited to, automobile crimes investigated by the taskforce, apprehension of known or suspected wanted subjects, or operations that occur after normal business hours as a callout. Impromptu operations will require the notification and approval of a taskforce supervisor as per the El Paso Police Department's overtime policy.

E. Travel

Travel funds will be used to pay for active taskforce members (regardless of funding) of the El Paso Police Department's (EPPD) Auto Theft Task Force and for personnel assigned the EPPD Grant Section, who financially manage the grant. Travel fund will be used to attend automobile crime courses, conferences, meetings, and workshops related to taskforce functions, both within the State of Texas and outside of the State of Texas, with prior MVCPA approval as mandated by the Grant Administrative Manual. Administrative In-State Travel may include, but is not limited to, any or all MVCPA Board Meetings, Workshops, MVCPA Committees that a taskforce member is appointed to, conferences, and Intel Meetings with other agencies or other taskforces [\$10,275.00]. Law Enforcement In-State Travel may include, but is not limited to, MVCPA or NICB sponsored automobile investigation courses and/or other courses that have a nexus to automobile crimes (Theft of Vehicles, Burglary of Vehicles, Fraud, Organized Crime, Informants, Chop Shop Investigations, Gangs, Cartels, etc.) [\$18,000.00]. Taskforce officers to attend the Texas Association of Vehicle Theft Investigators (TAVTI) Annual Training Conference [\$10,000.00]. Law Enforcement Out-of-State Travel may include, but is not limited to, various automobile training courses that have a nexus to automobile crimes that are being offered in a venue close to El Paso, TX. For example, some of the exact courses that are being offered in Central and East Texas, are also offered in Albuquerque, NM, which is only a 4-hour drive from El Paso [\$2,000.00]. Taskforce members, regardless of funding source (MVCPA or In-Kind), as recommended by the Taskforce Program Director/Commander, and upon approval by the department, may travel to training courses, meetings, and conferences that are reasonable and related to the taskforce's function. Attendance to the aforementioned will be beneficial to the taskforce's mission and will be done in accordance with the MVCPA Grant Administrative

F. Equipment

6-Getac B360 Fully Rugged Laptop computers with the ability to use VPN and that are CJIS compliant to obtain access to essential information such as TLETS, NCIC/TCIC, and departmental databases are needed for taskforce field team members. The laptop computers will allow the field teams to be proactive and productive while working out in the field. Each laptop costs \$4,350.00 each [Total \$26,100.00].

G. Supplies and Direct Operating Expenses (DOE)

Office Supplies: Supplies are necessary for the taskforce's daily operations and will assist with an efficient and proficient work environment. The following office supplies will assist the taskforce with their administrative mission during the current fiscal year. The following office supplies may include, but are not limited to, pens, pencils, pocket notebooks, legal size notebooks, high lighters, flashlight batteries, erasers, paperclips, manila envelopes, legal size envelopes, regular envelopes, scotch tape, staplers, staples, thumb drives, business cards, binders, sticky notes, rulers, and binding machine materials (Plastic clips, clear cover sheets, and cardboard backing). Other office supplies include hand soap, hand sanitizer, sanitizing spray, latex gloves, and face masks to prevent the catching and/or spreading of the COVID-19 virus [\$2,750.00]. Promotional Supplies: With crime prevention being a component to

Budget Narrative

the program, this budget will be used to purchase materials, supplies aimed at public awareness, to include but not limited to: stickers, pencils, key chains, shirts, vests, jackets and any other items promoting the, "Watch Your Car" and "Lock it Down" campaigns, as well as any other MVCPA program. This budget will cover VIN window etching supplies that are used to VIN etch vehicles during events. [\$10,000]. Vehicle Leasing: The taskforce requires the use of unmarked vehicles for daily tactical and field operations. The nature of the undercover work makes it necessary for taskforce members to blend in with the vehicles of the public. The City of El Paso has a contract with ACME car rentals to provide vehicles for the taskforce to use. The cost for cost for 20 lease vehicles is \$695.00 per vehicle, for a total of \$166,800.00 for a 12-month period. Vigilant: The taskforce has integrated the use of License Plate Recognition (LPR) technology and has contracted with Vigilant Solutions, a company that specializes in providing video content analysis algorithms and data distribution networks. The Vigilant license is a necessity in order to keep running the License Plate Readers out in the field. LPR's are used to detect stolen vehicles via the reading of license plates that have been entered into NCIC as stolen. LPR's enhance the recovery rate of stolen vehicles and turn the taskforce from being reactive to proactive. Proactive in the sense that surveillance can be initiated immediately upon detection of the stolen vehicle, with the ultimate goal of arresting the auto thief, when he or she returns for the stolen vehicle [\$4,500.00]. Paging/Communication Devices: In order to maintain communication with the sworn taskforce officers, taskforce supervisors require cell phone communications to relate information, and receive updates as to the status of any active callout cases that taskforce officers are sent to investigate out in the field. Bait vehicle equipment and LPR's are used as part of the taskforce's functions to combat automobile related crimes. As a result, the utilization of this equipment, requires monitoring of equipment by using laptops with the use of MIFI's. Officers also use their assigned cell phones as mobile LPRs. This allows taskforce officers to detect, get alerted, and respond accordingly to LPR alerts. Lastly, MIFI's allow taskforce officers the ability to connect to departmental secured servers that allow access to various law enforcement databases, such as NCIC/TCIC through laptops equipped with VPN. MIFI's allow the taskforce members the opportunity to complete criminal or administrative reports out in the field and enhances the productivity of the taskforce. One dedicated cell phone with international capability is required to maintain International communication with Mexican authorities in Mexico, and is used solely by the taskforce's Mexican liaison officer. 24 cell phones and 17 MIFI's were purchased with FY2022 grant funds for sworn taskforces officers to use and to enhance officer safety while out in the field. It will cost approximately \$19,672.00 dollars for FY2025 to maintain cell services for 17 MIFI's and the 24 cell phones.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Source of Cash Match

Fringe	Grantee	\$553,884
Total Cash Match		\$553,884

Source of In-Kind Match

Personnel	Grantee	\$933,286.00
Fringe	Grantee	\$309,341.00
Total In-Kind Match		\$1,242,627.00

Statistics to Support Grant Problem Statement

Reported Cases	2022			2023		
	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
El Paso PD	1,258	1,206	3	1,502	1,411	3

Application Narrative**Grant Introduction (Executive Summary) and General Information**

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

Safety and security continues to be an essential part of the economic growth and prosperity of the City of El Paso, TX. In order to achieve this, the El Paso Police Department must continue to maintain a strong relationship with its citizens; it must establish and maintain new and continued law enforcement partners through constant teamwork with all stakeholders. The El Paso Police Department's Auto Theft Task Force program will efficiently use Motor Vehicle Crime Prevention Authority (MVCPA) grant funding to combat and reduce automobile crimes, which includes theft of vehicles, motor vehicle burglaries, and fraud related motor vehicle crimes. MVCPA grant funding will ensure the sustainment of the highly specialized Auto Theft Task Force officers and support staff. Taskforce officers are who respond and investigate motor vehicle offenses that occur throughout the City of El Paso. Furthermore, the MVCPA grant will assist with the enhancement of automobile crime measures such as surveillance, fugitive roundups, international bridge operations, and automobile business inspections governed by the Texas Transportation Code and the Texas Occupation Code. The goal of the program is the reduction of theft of vehicles, motor vehicle burglaries, and automobile fraud offenses occurring within the City of El Paso. The accomplishment of this goal will be contingent upon the collaboration between the citizens of El Paso and all local, state and federal law enforcement partners.

- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical

target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The El Paso Police Department's Auto Theft Task Force unit is part of the El Paso Police Department's Organized Crime Division. The Organized Crime Division is one of five bureaus within the large police department. Assistant Chief (A/C) H. Talamantes, who reports directly to the Interim Chief of Police Peter Pacillas, heads the Field Operations & Investigations Bureau. A/C Talamantes is in charge of the Organized Crimes Division. Commander R. Moton is the Division Commander of the Organized Crime Division. The Organized Crime Division consist of five investigative units: The Auto Theft Task Force, the Fusion Center, the Gang Unit, the Narcotics Unit, and the Special Investigative Unit (SIG). All five of the investigative units have their own assigned unit commanders. Lieutenant R. Porras, Jr. is the Unit Commander for the Auto Theft Task Force. The motor vehicle theft problem in the City of El Paso is unique due to the geographical positioning of the city. The City of El Paso has four International Bridges connecting the City of El Paso, with a population of approximately 867,947, with the City of Juarez, Mexico, that has a population of approximately 1.6 million (Source: U.S. Census Bureau and State of Chihuahua CIES). The El Paso-Ciudad Juarez community is the largest metropolitan area on the border between the United States and Mexico. It is estimated that this metropolitan area, comprised of El Paso, Texas and Ciudad Juarez, Mexico has a combined population of approximately 2.5 Million inhabitants. The City of El Paso borders the State of New Mexico, which lends to criminal groups crossing state lines, between New Mexico and Texas, and ultimately crossing stolen vehicles into Juarez, Mexico. Also bordering the City of El Paso is one of the largest Army Posts in the Country, Fort Bliss, TX. Criminal activities initiated in El Paso cross into Fort Bliss military jurisdiction and vis-versa. The taskforce is in consistent contact with local, state, and federal authorities in Las Cruces, NM; Albuquerque, NM; Fort Bliss, TX; all smaller adjoining municipalities of the City of El Paso; and Juarez, Mexico. The El Paso Police Department's Auto Theft Task Force is an exclusive auto theft authority that exists in the West Texas Region of the State of Texas. The taskforce uses established partnerships with local, state, and federal law enforcement officers, as well as Mexican authorities to accomplish its local mission. The taskforce provides services to all Texas citizens, as well as to all visitors of the City of El Paso, that become a victim of an automobile crime.

Grant Problem Statement

- 2.1 Provide an assessment of the burglary from a motor vehicle (including theft of parts) problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Opportunistic offenders, prolific repeat offenders, and citizens leaving their vehicles unlocked, with items in plain sight, appear to be the driving factors for motor vehicle burglaries within the City of El Paso, TX. Opportunistic offenders tend to be younger persons within the age group of 15 years old to their early 20's. This category of burglar tends to prey on unsecured vehicles. The opportunistic offender participates in a criminal ritual called, "Car hopping." Car hopping occurs when an opportunistic offender targets areas with a large selection of vehicles, such as apartment complexes, movie theaters, shopping centers, malls, etc. The opportunistic offender simply walks through the parking lot, checking vehicle door handles, until an unlocked vehicle is located. These offenders quickly take advantage of the situation by gaining entry into the vehicle and burglarizing any valuables that are easily observed and located. Prolific repeat offenders tend to be habitual drug users and commit burglaries to support their drug habits. Both the opportunistic offender and prolific repeat offenders prey on citizens that leave their vehicles unlocked and leave high dollar items unsecured and in plain sight.

- 2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Taskforce officers have seen a trend of opportunistic offenders that begin with car hopping, advancing to stealing the entire vehicle. Car Hoppers are locating unlocked vehicles and in addition to burglarizing the unlocked vehicles, they will check for the vehicles keys and/or key fobs and take the entire vehicle. In addition to the car hopping theft, El Paso is still experiencing theft of vehicles by well-organized, professional theft rings, which operate in both the United States and Mexico. These thieves illegally export stolen vehicles from El Paso, TX to Juarez, Mexico. The sophisticated rings are notorious for crossing geographical boundary lines into El Paso from the neighboring New Mexico Counties of Dona Ana and Otero, to include the City of Albuquerque, NM, and Fort Bliss, TX. As international restrictions that were enacted during the pandemic are being lifted, an increase in demand for stolen vehicles has been observed. The taskforce has identified a nexus between criminal activities associated with Mexican Drug Cartels and Transnational Gangs operating on both sides of the United States and Mexico border.

The program will make modifications of previous taskforce tactics as needed and continue to utilize proficient proactive strategies in an effort to address theft of vehicles in El Paso, TX. The program will continue to use strategies (i.e. working with all local, state, and federal law enforcement agencies and provide training to law enforcement personnel in the investigation of theft of vehicles and automobile fraud). The program will complement existing patrol personnel strategies with regards to theft of vehicle and burglary of vehicle surveillance operations. The program will continue to combine efforts with U.S. Customs and U.S. Border Patrol through use of Southbound Bridge Operations designed to identify stolen vehicles being crossed into Mexico. A direct correlation between auto thefts, narcotics, homicides, human trafficking, and other smuggling operations have been identified in the City of El Paso. As a result, auto theft has developed into a significant source of major criminal activity. The demographics indicate that organized criminal activity, re-organization, and homeland security responsibilities demand substantial staff to manage intensive time consuming operations to successfully target ongoing criminal activity that involves stolen vehicles and related automobile crimes within the City of El Paso.

A median amount of \$20,000 dollars was established using a random sample of thirty-two stolen vehicle amounts. The median amount was then multiplied by the total number of vehicle thefts that were reported to TX DPS as index crimes for FY2023 (1502 Motor Vehicle Thefts). The outcome shows that citizens of the City of El Paso experienced an approximate monetary loss of \$30,040,000.00 dollars when they became victims of motor vehicle theft.

- 2.3 Provide an assessment of the fraud-related motor vehicle crime problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Taskforce officers have come across fraud cases involving False Reports and Fraudulent Transfer of a Motor Vehicles. Most False Report cases being investigated by the taskforce are resulting from cases that are filed as either a Theft of Vehicle or an Unauthorized Use of Vehicle (UUV) case. The common factors attributed to the offense of False Report is that most reporters in these types of

cases are trying to cover up wrongdoing that their vehicle was or may be possibly involved with. For example, taskforce investigators have uncovered several cases where these unscrupulous reporters loan out, usually in trade for drugs, to a fellow drug addict, their vehicle and the vehicle is not returned at the agreed upon time. The reporter simply calls the police, in an attempt to cover himself/herself, by filing a UUV police report. The main reason being that they know or suspect, that the person they loaned their vehicle to, could possibly involve their vehicle in criminal activity. Taskforce investigators investigate a second type of False Report that usually involves a person that is involved in a DWI crash. The person flees the scene of the crash and subsequently reports their vehicle as stolen to avoid fault. Taskforce officers also investigate cases where a person steals a relative's identity and uses it to purchase a motor vehicle by fraudulent means. For example, a person uses his own father's identity to obtain credit, purchases a vehicle, and then sells the vehicle to an unsuspecting person. The offender in this type of case is then charged with the offenses of Identity Theft, Forgery, False Statement to Obtain Credit, and Fraudulent Transfer of a Motor Vehicle.

2.4 Provide an assessment of motor vehicle crime not covered above like insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port stolen vehicle export crime, disruption of cartels and organized criminal enterprises related to motor vehicle crime, etc...

Taskforce officers occasionally investigate cases involving insurance fraud. Insurance fraud usually occurs when a vehicle owner can no longer afford payments on a vehicle that he/she purchased, so the person commits what is referred to as an, "Owner Give-Up." Investigators have discovered multiple methods that these deceitful people use. A few examples are when the owner of a vehicle purposefully leaves their vehicle unlocked, with the keys attached, with hopes that it be stolen, and alleviate them from a car payment. Some people take the vehicle out into the desert and torch the vehicle, while others simply drive their vehicle into Mexico, abandon it, and then usually walk back into the United States. In all the insurance fraud examples, these dishonest people then file a fraudulent insurance claim.

Taskforce officers participate in proactive measures to prevent stolen vehicles from being taken into Juarez, Mexico. According to recent NICB data, the Bridge of the Americas (BOTA), which is an international port-of-entry that is located in El Paso, TX, is responsible for the highest recorded numbers of illegally exported stolen vehicles taken south of the border into Juarez, Mexico. Taskforce officers routinely conduct joint southbound bridge operations with officers of Customs and Border Protection (CBP) and US Border Patrol at all three international port-of-entries that lead into Mexico, to include BOTA, and check for stolen vehicles that may be in the process of being illegally exported into Juarez, Mexico. When taskforce officers begin conducting southbound bridge operations, the criminal element quickly spreads the word that Auto Theft Task Force officers are working at the bridges, via their cell phones and/or Social Media. This allows auto thieves time to store any stolen vehicles in neighborhoods adjacent to the ports-of-entry. Having prior knowledge of such tactics, taskforce officers conduct LPR operations in areas that are known drop-off sites for stolen vehicles. The auto thieves have lookouts that monitor the different ports, in anticipation that taskforce officers are no longer conducting Southbound bridge operations, and resume the illegal exportation of stolen vehicles into Mexico.

Past and present intelligence indicates a nexus between stolen vehicles, narcotics, homicides, human trafficking, and other smuggling operations that are being directed by Mexican drug cartels and transnational gangs working on both sides of the border. In an effort to disrupt the criminal enterprises of Mexican drug cartels and transnational gangs operating within the City of El Paso, the taskforce works closely with the El Paso Police Department's Gang unit and maintains a database of known auto thieves, some of whom are known to have gang affiliations, and links to Mexican cartels. The taskforce routinely conducts warrant round-ups of these same known auto theft offenders. Vital information is constantly being shared between Auto Theft Task Force officers and the El Paso, Texas Anti-Gang Center (TAG) that houses local, state, and federal law enforcement gang investigators.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the proposed program related to burglary from a motor vehicle (including theft of parts)

The El Paso Police Department's Auto Theft Task Force unit is part of the El Paso Police Department's Organized Crime Division. The Organized Crime Division is one of five bureaus within the large police department. Due to the large metropolitan area and complexity of the multiple different units of the police department that are designated to investigate an array of different offenses. The offense of burglary of vehicle is one such offenses that is generally handled at the regional command level. Each of the five regional command centers have TAC Units that handle all burglary of habitations and burglary of vehicles as designated by the Chief of Police. Each of the five (5) regional command centers and have set geographical boundaries within the City of El Paso.

Many of the burglary suspects cross the city's geographical boundaries established by the regional commands and the taskforce plays the integral role of bridging the gap of criminal investigation mobility. The taskforce assists the different regional command centers with bait car operations, surveillance, and intelligence gathering for burglary investigations. All taskforce supervisors, detectives and officers are deputized to investigate and follow-up in the three West Texas Counties of El Paso, Hudspeth, and Culberson. The taskforce has the flexibility to move around the City and County of El Paso, to follow and surveil offenders, and to follow-up on major crime trends and patterns associated with burglary of vehicles. The mission of the taskforce is to participate and assist with the holistic approach of targeting all areas of automobile crimes that include burglary of vehicles and theft of motor vehicle parts, to include Catalytic Converter Thefts that are within the capability of the unit. The taskforce conducts salvage check operations

at junk yards, metal recycling businesses, mechanic shops, and body shops. The salvage checks are used to check for stolen parts that could be used as replacement parts or sold as metal.

The taskforce has created a collaborative effort that involves a weekly Intel sharing meeting every Wednesday. The Intel meetings are devised to allow representatives of each of all the regional command TAC units to come together and discuss crime trends and patterns involving automobile crimes. The meetings are held at the Auto Theft Task Force Office as it is a centrally located place to meet. It allows all the police department stakeholders the opportunity to ensure that investigative efforts are not duplicated and facilitates working together to address automobile crimes.

3.2 Functions of the proposed program related to motor vehicle theft.

The El Paso Police Department's Auto Theft Task Force is a unit which is part of the El Paso Police Department's Organized Crime Division. The taskforce pursues auto theft initiatives concentrating in the prevention of automobile crimes by public awareness and criminal investigations. The taskforce's objectives include the disruption and dismantling of criminal organizations with a special interest in auto theft as part of its domestic and international efforts. A multifaceted law enforcement approach to the regional area consisting of local, state, federal, and Mexican authorities has been integrated by the taskforce. The strategy was incorporated into the taskforces functions, as the taskforce is the only auto theft authority for the Southwest region of Texas. As part of the taskforce's efforts, it involves all local stakeholders, and serves as the contact for the exchange of information and planning of criminal investigation initiatives related to auto thefts.

The taskforce has a Crime Prevention & Awareness Manager, who is responsible for the planning and implementation of auto theft related public awareness presentations and law enforcement auto theft training events. The Crime Prevention & Awareness Manager also serves as the taskforce's Public Information Officer (PIO) and puts out public awareness information to the public, via the media, as it pertains to automobile crimes investigated by the taskforce.

The taskforce is a well-structured unit consisting of three investigative teams. The first team is made up of CID Investigators who frequently collaborate with the District Attorney's Office regarding case presentations, investigations, and addressing repeat offenders. The second and third teams are made up of highly trained officers whose primary mission is to conduct field operations; furthermore, as part of their duties, they conduct surveillance, initiate field investigations, recover stolen vehicles, and conduct business/salvage inspections. The taskforce incorporates street level enforcement as part of the daily mission and acts in both a proactive and reactive capacity to address crime. Assigned taskforce officers, regardless of team assignment, routinely conduct surveillance operations at high target areas that have been identified as hot spots by crime analysis.

Taskforce officers routinely use non-paid informants as a source of information pertaining to automobile crimes. The taskforce conducts bait operations with the use of a bait (decoy) vehicle, with hopes of affording the would-be thief the opportunity to steal the bait (decoy) vehicle, and catch the would-be thief in the process. The taskforce conducts salvage check operations at junk yards, metal recycling businesses, mechanic shops, and body shops. The salvage checks are used to check for stolen vehicles and stolen parts that could be used as replacement parts or sold as metal. The duty of the taskforce is to take a holistic approach of targeting all areas of automobile crimes that include burglary of vehicles, motor vehicle fraud related crimes, and theft of motor vehicle parts that are within the purview of the unit's investigative responsibilities.

3.3 Functions of the proposed program related to fraud-related motor vehicle crime (such as title and registration fraud)

Taskforce officers investigate fraud-related motor vehicle crimes associated with identity theft, forgery, false statement to obtain credit, fraudulent transfer of a motor vehicle, false report, insurance fraud, and tampering with a governmental record (registration fraud) that usually stem from a theft of vehicle investigation. Taskforce officers consistently conduct bi-weekly 68-A inspections of motor vehicles and encounter motor vehicles that a person is trying to inspect to have the vehicle registered. Some vehicles are involved with a deceptive transactions stemming from insurance fraud, fraudulent transfer of a motor vehicle, as well as VIN fraud, usually involving a VIN switch. Some vehicles also have stolen components that were installed by fraudulent means. Taskforce officers take possession of these vehicles, find all interested parties, and set the vehicle up for a Right of Possession Hearing with a Magistrate. The judge then reviews all the facts associated with the case and awards the vehicle or stolen parts of the vehicle to the rightful owner. Taskforce officers routinely work in conjunction with TX DMV enforcement investigator(s) and conduct business checks at various suspected used car dealerships that are suspected of committing fraud-related motor vehicle crimes. Taskforce officers and investigators also team-up with the TX DPS investigators and conduct business checks at various suspected used car dealerships and automobile repair shops that are suspected of committing fraud-related motor vehicle crimes. Taskforce officers investigate identity fraud sales of motor vehicles, as well as vehicle rentals, where a vehicle was rented by fraudulent means by using someone else's identity.

3.4 Functions of the proposed program related to preventing motor vehicle crime (motor vehicle theft, burglary from a motor vehicle and fraud-related motor vehicle crime)

The El Paso Police Department's Auto Theft Task Force uses an all-inclusive approach of addressing and preventing motor vehicle crimes from occurring within the City and County of El Paso, Texas. The geographic boundaries of El Paso is an exclusive problem to the area as it offers criminals the means to cross state and international boundaries to avoid prosecution and quickly transport stolen property out of jurisdictional reach. Law enforcement partnerships with local, state, federal, and Mexican stakeholders has been a successful way to bridge that gap that has been created by this criminal mobility. The taskforce conducts a plethora of joint operations with local, state, federal, and Mexican stakeholders. Joint operations consist of surveillance, bait operations, warrant round-ups, international bridge checks, LPR operations, and business inspections. The taskforce has an officer assigned as a Mexican Liaison and has been instrumental in coordinating the location and recovery of numerous stolen vehicles that were illegally exported into Mexico. The Mexican liaison officer and the auto theft senior office assistant, who serves as a Spanish translator for the taskforce, have been very helpful in assisting victims repatriate their stolen vehicles from Mexico. The El Paso Police Department employs a crime analyst who is assigned to assist the taskforce, but is housed at the department's Fusion Center. The crime analyst tracks criminal activity involving motor vehicle crimes. The crime analyst provides a weekly summary of all cases that are being committed

within the City of El Paso and quickly informs the taskforce of any significant criminal activity patterns that are noted. Taskforce investigators routinely share information on crime trends and patterns that are being investigated with local, state, and federal law enforcement stakeholders. The taskforce shares a hot sheet of all vehicles stolen within the City of El Paso, with all law enforcement shareholders on a weekly basis via the TX DPS Join Intelligence Operations Center (JOIC) that is assigned to El Paso and housed at the El Paso Police Department's FUSION Center. The taskforce sends out bulletins to all local, state, and federal stakeholders, via the El Paso Police Department's Fusion Center, on wanted subjects and stolen vehicles.

The taskforce has a prevention and awareness manager that manages the taskforce's public awareness program. The public awareness manager develops specific marketing and communication programs regarding motor vehicle crime prevention through planning and implementing public awareness and training events. The public awareness manager coordinates and participates in public speaking engagements, conference exhibits, auto theft prevention training, and various activities that support the statewide goal of vehicle crime prevention and the "Watch Your Car" campaign. The public awareness manager works with the private sector, insurance companies, and local businesses for resources to aid in distribution of auto theft prevention information to vehicle owners and operators in the program area. The public awareness manager conducts security surveys upon request of businesses that are experiencing a problem with auto thefts or burglary of vehicles. He makes recommendations of the placement of security surveillance cameras or the installation of parking lighting. The public awareness manager works with the local business community to place "Hide, Lock, and Take" warning signs in their parking lots, in furtherance of promoting the message of not becoming a victim of an automobile crime. The public awareness manager regularly attends presentations at various schools, universities, colleges, businesses, and community watch programs. The public awareness manager regularly conducts VIN etching services as part of his presentations. The public awareness manager puts to full use all brochures and printed literature materials that are provided by the MVCPA at his scheduled events. The public awareness manager shares any concerns or issues that are related to him, or that he observes, to his taskforce supervisors for future follow-up. The public awareness manager also serves as the taskforce's Public Information Officer and is responsible for disseminating automobile crime information to the media. The public awareness manager does an outstanding job educating the public through public presentations and public service announcements through local and social media. The public awareness program has been very effective in empowering citizens to protect themselves from becoming victims of a motor vehicle crime.

3.5 Functions of the proposed program for other motor vehicle crimes investigations and activities consistent with the statutory requirements (preventing stolen vehicles from entering Mexico, stopping illegal export of stolen vehicle from bridge/ outbound port operations, disruption of cartel or organized criminal enterprises using stolen motor vehicles or fraud related motor vehicle crime, insurance fraud, etc...)

MVCPA funds the taskforce to conduct prevention strategies and criminal investigations as they relate to theft of vehicles, burglary of vehicles, and fraud related motor vehicle crime cases. The taskforce frequently encounters cases where a person files a false report and/or commits insurance fraud because he or she can no longer afford their vehicle payments. The taskforce coordinates with the National Insurance Crime Bureau (NICB) and Insurance Investigators of the different insurance companies, in order to conduct a thorough investigation for presentation to the District Attorney's Office. The taskforce conducts southbound port operations at the International ports-of-entry that are located within the City of El Paso. The focus of these types of operations are the identification and recovery of stolen vehicles being illegally exported into Mexico. The taskforce has developed partnerships with the Mexican Law Enforcement Authorities, due to the taskforce not having any type of criminal investigation authority in Mexico, once the stolen vehicle crosses the United States-Mexico Border. The taskforce has an officer who is assigned as a Mexican Liaison and carries the title of Border Partner. The taskforce's Mexican Liaison contacts the Mexican Law Enforcement Authorities, via phone, on a consistent basis, in order to maintain a working relationship, and for the exchange of invaluable information. The taskforce in conjunction with area stakeholders (TX DPS, BATF, TX DMV, the County Tax Assessors Office, and NICB) began offering auto theft classes to their Mexican Law Enforcement counterparts. Training is hosted by the taskforce at one of the El Paso Police Department's facilities located within the City of El Paso. The goal of the training was to educate and empower the Mexican Law Enforcement Authorities, to extend auto theft investigations into Mexico, with the hopes of disrupting and dismantling Mexican Cartels and transnational Gangs involved in auto theft activities, on both sides of the United States-Mexico Border.

3.6 Collaboration Effort – Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The El Paso Police Department's Auto Theft Task Force recognizes that it must conduct and support multi-agency, multi-jurisdictional investigations to disrupt and dismantle criminal organizations involved in auto burglary, auto theft, and fraud related motor vehicle crimes. To facilitate the goal, the taskforce members are in steady contact with local, state, and federal law enforcement authorities in Las Cruces, NM; Dona Ana County, NM; Albuquerque, NM; Fort Bliss, TX; El Paso County including the smaller municipalities; and Mexican Law Enforcement Authorities of Juarez, Mexico. In addition to the coverage agencies listed at the onset of this application, the taskforce also collaborates with the following agencies: Ysleta Del Sur Tribal Police; Clint Police Department, TX; San Elizario Police Department, TX; Canutillo ISD Police Department, TX; Seven (7) Constable Precincts; and the Fire Marshall Offices of both the City and County of El Paso, TX. One example of collaboration is the sharing of local Auto Theft Hot Sheets between all the listed agencies, to include the Las Cruces Police Department, the Albuquerque Auto Theft Task Force on a weekly basis. The local TX DPS Join Intelligence Operations Center (JOIC) that is housed at the El Paso Police Department's Fusion Center collaborates and assists the taskforce in sending the taskforce's weekly hot sheet to the various Texas Fusion Centers around the State of Texas. The JOIC forwards the hot sheets, at the request of the taskforce, on a weekly basis, in order to share current auto theft information, and to keep all Texas peace officers informed of stolen vehicles from El Paso for their own situational awareness.

The taskforce has created an Intel sharing initiative that includes all the five different Regional Command Center's CID sections and TAC Units. A weekly Intel meeting is held at the ATTF office where all El Paso Police Department stakeholders from the different Regional Command Centers come together and discuss automobile crimes involving Catalytic Converters, Burglary of Vehicles, and Theft of Vehicles. The Intel sharing initiative is a way to bridge the gap of being a decentralized department and improve on better

communication to effectively address crime trends and patterns occurring within the City of El Paso. It also serves as a way to prevent all local stakeholders from duplicating enforcement efforts and work more efficiently.

- 3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rationale for the request.

No exceptions or deviations requested.

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
Statutory Motor Vehicle Theft Measures Required for all Grantees.			
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered by taskforce	
1.1.16	Increase the clearance rate of MVTs	Report the number of MVT cases cleared	
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft by taskforce	
Statutory Burglary of a Motor Vehicle Measures Required for all Grantees			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of BMV including parts cases cleared	
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary by taskforce	
Statutory Fraud-Related Motor Vehicle Crime Measures Required for all Grantees			
8.1.1	Increase the clearance rate of fraud-related motor vehicle crime cases.	Report the number of fraud-related motor vehicle cases cleared	
8.1.2	Increase the number of persons arrested for fraud-related motor vehicle crimes.	Report the number of persons arrested for fraud-related motor vehicle crimes	
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of MVT groups identified. Include gangs, cartels or other criminal enterprise with two or more members	25
1.1.2	Identify and document/record prolific MVT offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	20
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3.3 to report the number of vehicles inspected in these businesses)	Number of businesses inspected	10
1.1.6	Conduct bait vehicle operations that target MVT offenders	Number of bait vehicle deployments. Include BMV bait operations here.	10
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	500
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	100
1.1.12	Conduct covert operations targeting MVT offenders	Number of covert operations	250
1.1.13	Conduct warrant "round-up" operations targeting motor vehicle crime offenders, including people wanted for MVTs, motor	Number of warrant round-up operations performed for MVT, BMV and FRMVC.	10

ID	Activity	Measure	Target
	vehicle burglaries, theft of vehicle parts and motor vehicle fraud related crime.		
1.1.20	Number of Altered Vehicles Recovered	Report the total number of vehicles recovered with altered Vehicle Identification Number. Note: Please remember that a vehicle recovered must be reported in 1.1.15	
1.2	Strategy 2: Conduct Collaborative Efforts that Result in Reduction of Incidents of Motor Vehicle Theft		
1.2.1	Provide Agency Assists for MVT and motor vehicle related fraud	Number of agency assists related to MVT. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	500
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where a motor vehicle was used in the commission of the crime (includes identification of vehicles). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	80
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of MVTs. Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of MVT theft investigations.	200
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	15
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	75
1.2.7	Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in MVT, BMV and FRMVC.	
1.3	Strategy 3: Prevent and Reduce the Incidence of Fraud-Related Motor Vehicle Activities		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud and FRMVC	Number of collaborations	25
1.3.2	Conduct confidential 68(A) inspections (for TxDMV assignment or reassignment of VIN required by Tx Trans. Code §501.032)	Number of vehicles inspected to complete a TxDMV 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	80
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected by taskforce to identify the vehicles not reported in confidential (68A) or bridge and port sections.	400
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations with TxDMV HQ, TxDMV Regional Service Centers or County Tax Assessor Collector offices.	25
2	Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies		
2.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	15
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	2
2.2	Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle		
2.2.1	Provide Agency Assists BMV.	Number of agency assists related to BMV or stolen parts. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally	40

ID	Activity	Measure	Target
		does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	
2.2.2	Collaborate with other units or divisions within the taskforce department(s) (i.e. homicide, vice, narcotics, etc.) where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of BMV theft investigations.	80
2.2.3	Collaborate with all other outside LE agencies and other organizations where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	40
3 Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories			
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	25
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	50
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Include windows, component parts, VIN stamps and catalytic converters.	15
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees (Vehicles Marked)	
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.). Describe in 6.1.1.	
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	500
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	10
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	25
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	10
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	1
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	15

Grant Evaluation

- 4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

The taskforce documents and maintains monthly statistics that are reported to MVCPA on required quarterly progress reports. Each individual officer or detective is responsible for maintaining his or her own case assignment log. The administrative sergeant is responsible for daily case assignment in the department's Web-RMS system. The assignment of cases and the final disposition is recorded by the system, when the administrative sergeant assigns the case for investigation, and then when the case is returned to the administrative sergeant with a final disposition. A team meeting is held every month at shift change, when both of the taskforce's field teams change work hour shifts (Days-to-Nights and Nights-to-Days). During the team meetings, all taskforce members exchange information on all active cases and brief each other of any crime trends and patterns that are being observed. A crime analyst, which

is housed at the El Paso Police Department's Fusion Center, is assigned to assist the taskforce and is in charge of tracking crime trends and patterns involving automobile crimes. The crime analyst provides taskforce supervisors a weekly Auto Theft Intel Assessment Report and a weekly Catalytic Converter Theft Report. The report provides data on most common days of auto thefts and catalytic converter thefts, based on "Days Occurred" during the last six (6) weeks. The report lists trend analysis charts, percentage charts, time occurred charts, and a citywide heat maps. The report also includes, Top Stolen Vehicles, In-Town Recoveries, Out-of-Town Recoveries, Auto Theft Arrests, UUV Arrests, Mexican Cartel Nexus Information, the Top-5 Prolific Auto Theft Offenders, and Violent Crimes Involving Auto Thefts. Taskforce supervisors also receive a weekly crime summary report that is constructed by an El Paso Police Department's crime analyst using the Data-Drive Approaches to Crime and Traffic Safety (DDACTS). DDACTS is a law enforcement operational model supported by a partnership among the Department of Transportation's National Highway Traffic Safety Administration and two agencies of the Department of Justice: The Bureau of Justice Assistance and the National Institute of Justice. DDACTS integrates location-based crime and traffic crash data to determine the most effective methods for deploying law enforcement and other resources. Drawing on the deterrent value of highly visible traffic enforcement and the knowledge that crimes often involve motor vehicles, the goal of DDACTS is to reduce crime, crashes, and traffic violations across the country. The department's executive staff determines the effectiveness of the taskforce based on crime analysis data that is provided on a weekly basis. The crime analysis data compares current Part-I offense numbers, with a category for auto thefts and burglary of vehicles. The comparison does a four-week trend analysis, a year-to-week comparison, and a year-to-year month comparison.

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

No suggested measures are being made at this time.

TxGMS Standard Assurances by Local Governments

☒ We acknowledge reviewing the [TxGMS Standard Assurances by Local Governments](#) as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

Certifications

The certifying official is the authorized official, Elda Rodriguez-Hefner, City of El Paso Grants Administrator.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.

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Legislation Text

File #: 24-870, Version: 3

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

City Manager's Office, Omar Martinez, (915) 479-0341

City Manager's Office, Ian Voglewede, (915) 299-9409

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the submission of an application to the U.S. Department of Transportation (USDOT) Fiscal Year (FY) 2024 Strengthening Mobility and Revolutionizing Transportation (SMART) Stage 1 Planning and Prototyping grants program requesting funds in the amount of \$2,000,000.00, with no match required from the City, for the El Paso Downtown International Ports Intelligent Transportation Systems (ITS) Design and Regional Integration Project.

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

AGENDA DATE: July 2, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Omar Martinez, Assist. Director of Legislative Affairs, 915-479-0341
Ian Voglewede, Strat. and Legislative Affairs Director, 915-299-9409

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: No 7: Enhance and Sustain El Paso's Infrastructure Network

SUBJECT:

Discussion and action on a Resolution authorizing the submission of an application to the U.S. Department of Transportation (USDOT) Fiscal Year (FY) 2024 Strengthening Mobility and Revolutionizing Transportation (SMART) Stage 1 Planning and Prototyping grants program requesting funds in the amount of \$2,000,000.00, with no match required from the City, for the El Paso Downtown International Ports ITS Design and Regional Integration Project.

BACKGROUND / DISCUSSION:

The Project will fund the design of Intelligent Transportation Systems (ITS) for the Paso Del Norte and Stanton International ports of entry and integrate the Ysleta and Bridge of the Americas (BOTA) Ports ITS systems. The Project will also fund the design of automation and energy resilience solutions for City-owned ports.

The Project is necessary to improve efficiency for nationally-significant trade infrastructure and improve the flow of traffic along priority transportation corridors. The Project will leverage \$32M in state funding for ITS for Ysleta and BOTA ports, included completed off-system ITS design documents.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Strategic and Legislative Affairs

SECONDARY DEPARTMENT: International Bridges

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

DEPARTMENT HEAD: Ian Voglewede

Stephen Ian Voglewede

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

RESOLUTION

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

THAT the City of El Paso City Council authorizes the submission of a grant application to the U.S. Department of Transportation Fiscal Year 2024 Strengthening Mobility and Revolutionizing Transportation Stage 1 Planning and Prototyping grants program requesting funds in the amount of \$2,000,000.00, with no match required from the City, for the Stanton-Texas Active Transportation Project Development Study (“Application”);

THAT the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application;

THAT the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from the Application, after consultation with the City Attorney’s Office;

THAT the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the Application, including, but not limited to, revisions to the project scope of work, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant;

THAT the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

APPROVED this _____ day of _____ 2024.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Ian Voglewede, Director
Strategic and Legislative Affairs



Legislation Text

File #: 24-873, 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, Omar Martinez, (915) 479-0341

City Manager's Office, Ian Voglewede, (915) 299-9409

AGENDA LANGUAGE:

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

Discussion and action on a Resolution supporting an Application by the Utah State University (USU) and University of Texas at El Paso (UTEP) Advancing Sustainability through Powered Infrastructure for Roadway Electrification (ASPIRE) National Science Foundation (NSF) Engineering Research Center to the U.S. Department of Energy (DOE) Fiscal Year (FY) 2024 Communities Taking Charge Accelerator grant program requesting up to \$2,000,000.00 in funds for the Wireless Integrated Rapid Energy Link Electric Shuttle Service -WIRELESS ("Project") and authorizing participation from City of El Paso staff and use of facilities at the El Paso International Airport (EPIA) in the Project for planning activities, with no match required from the City.

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

AGENDA DATE: July 2, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Omar Martinez, Assist. Director of Legislative Affairs, 915-479-0341
Ian Voglewede, Strat. and Legislative Affairs Director, 915-299-9409

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: No 7: Enhance and Sustain El Paso's Infrastructure Network

SUBJECT:

Discussion and action on a Resolution supporting an Application by the Utah State University (USU) and the University of Texas at El Paso (UTEP) ASPIRE NSF Engineering Research Center to the U.S. Department of Energy (DOE) Fiscal Year (FY) 2024 Communities Taking Charge Accelerator grant program requesting up to \$2,000,000.00 in funds for the Wireless Integrated Rapid Energy Link Electric Shuttle Service-WIRELESS ("Project") and authorizing participation from City of El Paso staff and use of facilities at the El Paso International Airport (EPIA) in the Project for planning activities, with no match required from the City.

BACKGROUND / DISCUSSION:

The Project will create a blueprint for the increasing demand for multimodal transportation solutions that move people via shuttle bus from the long-term parking lot to the terminal of the EPIA. This demand can be met via the installation of automated shuttles utilizing dynamic wireless charging (DWPT) at key points along the route. The deliverable is a planning document and cost estimate outlining how electrified paving and shuttles can work at the EPIA. The ASPIRE NSF Engineering Research Center will act as fiscal agent for the Project.

On May 20, 2024, the ASPIRE NSF Engineering Research Center submitted a concept paper outlining the project scope of work and potential project partners including the City of El Paso. On June 11, 2024, the U.S. Department of Energy sent a Letter of Encouragement to Submit a Full Application.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

PRIMARY DEPARTMENT: ~~El Paso International Airport~~ **SECONDARY DEPARTMENT:** El Paso International Airport
IF ANOTHER DEPARTMENT HAS BEEN NOTIFIED: ☒ YES ☐ NO

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

DEPARTMENT HEAD: Ian Voglewede

Stephen Ian Voglewede

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

RESOLUTION

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

WHEREAS, the City of El Paso supports the Application by the Utah State University (USU) and the University of Texas at El Paso (UTEP) to the U.S. Department of Energy (DOE) Fiscal Year (FY) 2024 Communities Taking Charge Accelerator grant program requesting up to \$2,000,000.00 in funds for the Wireless Integrated Rapid Energy Link Electric Shuttle Service-WIRELESS (“Project”); and

THAT, the City of El Paso City Council authorizes participation from City of El Paso staff and use of facilities at the El Paso International Airport in the Project for planning activities, with no match required from the City; and

THAT, the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application; and

THAT, the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from the Application, after consultation with the City Attorney’s Office; and

THAT, the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the Application, including, but not limited to, revisions to the project scope of work, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant; and

THAT, the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

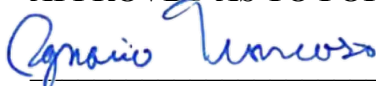
APPROVED this _____ day of _____ 2024.
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

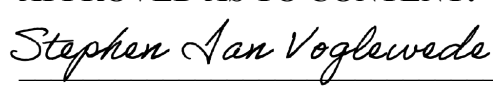
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



Ian Voglewede, Director
Strategic and Legislative Affairs

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: _____