

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**

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**July 16, 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: 756-680-738#**

**AND**

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

**July 15, 2024**

**9:00 AM**

**Teleconference phone number: 1-915-213-4096**

**Toll free number: 1-833-664-9267**

**Conference ID: 317-897-588#**

Notice is hereby given that an Agenda Review Meeting will be conducted on July 15, 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 16, 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 15, 2024 Conference ID: 317-897-588#**



**Regular Council Meeting, July 16, 2024 Conference ID:756-680-738#**

**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>**

**A quorum of City Council must participate in the meeting.**

**ROLL CALL**

**INVOCATION BY EL PASO POLICE CHAPLAIN AND SUN VALLEY BAPTIST PASTOR  
DENNIS COFFMAN**

**PLEDGE OF ALLEGIANCE**

**MAYOR'S PROCLAMATIONS**

**Sunset Heights Garden Club 100th Anniversary**

**Ray Mancera 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 July 2, 2024, the Agenda Review Meeting of July 1, 2024, and the Work Session of July 1, 2024.

**[24-954](#)**

**All Districts**

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



## **CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:**

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

[24-60](#)

## **CONSENT AGENDA - RESOLUTIONS:**

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

3. A Resolution that the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located in the vicinity of El Paso International Airport, said easement more particularly described as:

[24-949](#)

A portion of Lot 2, Block 4, El Paso International Airport Tracts Unit 10, El Paso County, Texas, and more particularly described on Exhibit "A" of the agreement, more commonly referred to as 1820 American Drive.

#### **All Districts**

Airport, Tony Nevarez, (915) 212-7325

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

4. That the Mayor be authorized to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso and the Town of Horizon, for the El Paso Fire Marshals Office to provide assistance to the Horizon City Police Department with arson investigations occurring within the Town of Horizon.

[24-889](#)

#### **All Districts**

Fire, Chief Jonathan P. Killings, (915) 212-5665

5. That the City Manager be authorized to sign an Independent Contractor Agreement (the "Agreement") between the City of El Paso, Texas ("City of El Paso") and Dr. Russell N. Baker for the latter to provide Medical Director services to the emergency medical staff of the City of El Paso, for the monthly amount of \$7000.00 from September 1, 2024 through August 31, 2026, for a total amount of ONE HUNDRED AND SIXTY-EIGHT THOUSAND DOLLARS AND NO/100 (\$168,000), with the City Manager being authorized to administratively extend the Agreement for an additional twelve-month period, for the monthly amount of \$7000.00 from September 1, 2026 through August 31, 2027 for a total amount of EIGHTY-FOUR THOUSAND DOLLARS AND NO/00 (\$84,000).

[24-929](#)

#### **All Districts**

Fire, Chief Jonathan P. Killings, (915) 212-5665



### **Goal 3: Promote the Visual Image of El Paso**

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

[24-916](#)

**Districts 2, 3, 4, 7, 8**

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

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

7. The linkage to the Strategic Plan is subsection 7.2 - Enhance regional comprehensive transportation system.

[24-930](#)

Request that the Managing Director of Purchasing and Strategic Sourcing be authorized to notify Mirador Enterprises, Inc. that the City is terminating Contract No. 2022-0003 Janitorial Services - Fire Facilities and NW Corral for convenience, pursuant to the provisions and requirements of Part 4, Contract Clauses, Article 8, Section A of the contract, and that the termination shall be effective as of July 16, 2024.

**All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092  
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

8. A Resolution authorizing the City Manager, or designee, on behalf of the City of El Paso as the Local Government, to execute an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to waive, in its entirety, the City of El Paso's local match requirement for the Alps Drive Bridge Replacement Project. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.

[24-942](#)

**District 4**

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

9. A Resolution authorizing the City Manager, or designee, on behalf of the City of El Paso as the Local Government, to execute an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to waive, in its entirety, the City of El Paso's local match requirement for the Concepcion Street Bridge Replacement Project. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.

[24-943](#)

**District 2**

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

10. A Resolution authorizing the City Manager, or designee, on behalf of the City of El Paso as the Local Government, to execute an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to waive, in its entirety, the City of El Paso's local match requirement for the Hollings Street SB Bridge Replacement Project. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.

[24-944](#)

**District 4**



**CONSENT AGENDA - BOARD RE-APPOINTMENTS:**

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

11. Holt Grambling to the Tax Increment Reinvestment Zone Number 5 by Mayor Oscar Leeson. [24-963](#)

Members of the City Council, Mayor Oscar Leeson, (915) 212-0021

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

12. Martha E. Piekarski to the Tax Advisory Committee by Mayor Oscar Leeson. [24-978](#)

Members of the City Council, Mayor Oscar Leeson, (915) 212-0021

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

13. Lilia B. Limon to the Fair Housing Task Force by Mayor Oscar Leeson. [24-958](#)

Members of the City Council, Mayor Oscar Leeson, (915) 212-00021

14. Lisa Turner to the Women's Rights Commission by Mayor Oscar Leeson. [24-962](#)

Members of the City Council, Mayor Oscar Leeson, (915) 212-0021

**CONSENT AGENDA - BOARD APPOINTMENTS:**

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

15. Elsa Borrego to the Committee on Border Relations by Mayor Oscar Leeson. [24-979](#)

Members of the City Council, Mayor Oscar Leeson, (915) 212-0021

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

16. Sandy Azcona to the Women's Rights Commission by Representative Joe Molinar, District 4. [24-971](#)

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

17. Angela C. Ochoa to the Fair Housing Task Force by Mayor Oscar Leeson. [24-973](#)

Members of the City Council, Mayor Oscar Leeson, (915) 212-0021



18. Mary Bardouche to the Animal Shelter Advisory Committee by Representative Henry Rivera, District 7. [24-980](#)
- Members of the City Council, Representative Henry Rivera, (915) 212-0007

**CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:**

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

19. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B) [24-937](#)
- 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**

20. For notation only, the P-Card Transactions for the period of May 21, 2024 - June 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. [24-947](#)
- 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**

21. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Alan M. Serna in the amount of \$1,000.00 from The Law Office of Steve Ortega, PLLC. [24-952](#)
- City Clerk's Office, Laura D. Prine, (915) 212-0049
22. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Cassandra Hernandez in the amount of \$1,000 from Bettina Olivares Campaign. [24-974](#)
- Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003
23. 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 [24-982](#)



Dr. Richard Teschner.

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

## **CONSENT AGENDA - BEST VALUE PROCUREMENTS:**

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

24. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

[24-938](#)

#### **Award Summary:**

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Ace Government Services, LLC, referencing Contract 2022-0375 Janitorial Services - Police Facilities. This will be a change order to increase the award by \$162,202.50 for a total amount not to exceed \$2,058,116.70. This change order will add capacity to provide janitorial services for Eastside Regional Command Center, Fire Facilities and North West Corral.

Department:	Streets & Maintenance
Award to:	Ace Government Services, LLC
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$1,895,914.20
Change Order Amount:	\$ 162,202.50
Total estimated Amount not to Exceed:	\$2,058,116.70
Account(s):	532-1000-522260-31040-P3120
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Award - Unit Price Contract.

#### **All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092  
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

25. The linkage to the Strategic Plan is subsection 7.5 Set one standard for infrastructure across the city.

[24-940](#)

#### **Award Summary:**

The Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Delta Unlimited, LLC dba Delta Pest Control & Lawn Service referencing Contract 2019-869, Grounds Maintenance-City Facilities. This will be a change order to increase the award by \$6,950.00 resulting in a revised not to exceed total contract amount of \$1,042,003.00. This change order will add capacity to provide grounds maintenance for Eastside Regional Command Center.

Department:	Streets & Maintenance
Award to:	Delta Unlimited, LLC dba



	Delta Pest Control & Lawn Service
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$1,035,053.00
Change Order Amount:	\$ 6,950.00
Total estimated Amount not to Exceed:	\$1,042,003.00
Account(s):	532-1000-522260-31040- P3120
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Award - Unit Price Contract.

**All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092  
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

26. The linkage to the Strategic Plan is subsection 7.5 Set one standard for infrastructure across the city.

[24-955](#)

**Award Summary:**

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Rio Valley BioFuels, LLC., Brewer Oil Co and James River Solutions, LLC referencing Contract 2020-166 Automotive Fuel - Unleaded. This will be a change order to increase the award by \$252,797.95 resulting in a revised not to exceed total contract amount of \$14,252,797.95. This change order will add capacity to provide unleaded fuel for Eastside Regional Command Center.

Department:	Streets & Maintenance
Award to:	Rio Valley Biofuels, LLC
City & State	Anthony, New Mexico
	Brewer Oil Co
	Artesia, New Mexico
	James River Solutions, LLC
	Ashland, Virginia
Current Contract Estimated Amount:	\$14,000,000.00
Change Order Amount:	\$ 252,797.95
Total estimated Amount not to Exceed:	\$14,252,797.95
Account(s):	532-3600-531240-37020-P3701
Funding Source(s):	Internal Service Fund
District(s):	All

This was a Best Value Bid Award - Unit Price Contract.

**All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1090  
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

**CONSENT AGENDA - BIDS:**

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



27. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

[24-939](#)

**Award Summary:**

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized 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 \$86,250.00 for a total amount not to exceed \$830,000.00. This change order will allow to continue the application of thermoplastic striping and markings on City owned right-of-way.

Department:	Streets & Maintenance
Award to:	Pavement Marking LLC dba PMI Pavement Marking
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$743,750.00
Change Order Amount:	\$ 86,250.00
Total estimated Amount not to Exceed:	\$830,000.00
Account(s):	532-1000-32020-522270-P3254
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Award - Unit Price Contract.

**All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092  
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

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

28. The linkage to the Strategic Plan is subsection: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

[24-945](#)

**Award Summary:**

The award of Solicitation 2024-0247 Leashes and Collars (Re-Bid) to the following suppliers: 1) Campbell Pet Company, 2) Heather Collette Ivy dba A2Z Supplies for a total estimated amount of \$152,535.00. This contract will allow the Animal Services Department to provide leashes and collars for all animals in their care.

**Contract Variance:**

N/A

Department:	Animal Services
Award to Supplier 1:	Campbell Pet Company
City & State:	Vancouver, WA
Item(s):	1 & 2
Initial Term:	3 Years



Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$39,600.00
Initial Term Estimated Award:	\$118,800.00
Total Estimated Award:	\$118,800.00

Award to Supplier 2:	Heather Collette Ivy dba A2Z Supplies
City & State:	El Paso, TX
Item(s):	3 & 4
Initial Term:	3 Years
Option Terms:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$6,747.00
Initial Term Estimated Award:	\$20,241.00
Option Term Estimated Award:	\$13,494.00
Total Estimated Award:	\$33,735.00

Total Annual Estimated Award:	\$46,347.00
Total Initial Term Estimated Award:	\$139,041.00
Total Option Term Estimated Award:	\$13,494.00
Total Estimated Award:	\$152,535.00
Account(s)	225 - 2580 - 25120 - 531120
Funding Source(s):	Animal Services Special Fund
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Animal Services Department recommend award as indicated to Campbell Pet Company and Heather Collette Ivy dba A2Z Supplies the lowest responsive and responsible bidders.

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

**REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL**

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



29. Discussion and action to authorize the expenditure of District 5 discretionary funds, as an amendment in an additional amount of \$158.32, for the office of District 5 to cover costs associated with attending and participating in the 2024 National Association of Latino Elected and Appointed Officials (NALEO) 41st Conference, serving a municipal purpose by enhancing education and government participation, covering our municipal vision and strategic goals. [24-975](#)

**District 5**

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

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

30. Discussion and action to direct the City Attorney to prepare an ordinance ordering an election on the November 5, 2024 uniform election date to permit voters to determine whether to revoke the City's authority to issue the 2012 Quality of Life bonds that have not yet been sold or delivered; and to direct the City Manager and City Attorney to undertake all actions necessary to defease and/or redeem all or a portion of the outstanding 2012 Quality of Life bonds issued to fund the Multipurpose Performing Arts and Entertainment Facility project. [24-976](#)

**All Districts**

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

Members of the City Council, Representative Brian Kennedy, (915) 212-0001

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

**REGULAR AGENDA - OPERATIONAL FOCUS UPDATES**

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

31. Presentation by Strategic and Legislative Affairs and the National Renewable Energy Laboratory (NREL) on an awarded U.S. Department of Energy (DOE) Communities Local Energy Action Program (LEAP) Technical Assistance Grant and upcoming energy resilience projects. [24-914](#)

**All Districts**

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

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

32. Presentation by Focused Advocacy on policy developments leading up to the 89th Texas Legislative Session. [24-915](#)

**All Districts**

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

**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: 756-680-738#

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 3: Promote the Visual Image of El Paso**

- 33.** An Ordinance changing the zoning of the following real property known as: Parcel 1: 52.17 Acres of land out of a 381.90 Acre Tract (described in Volume 2526, Page 2033 Real Property Records of El Paso County, Texas), now known as Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from R-3 (Residential) and R-F (Ranch and Farm) to C-4 (Commercial); and, Parcel 2: 9.72 Acre portion out of a 381.90 Acre Tract described in Volume 2526, Page 2033, Real Property Records of El Paso County, Texas, being Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) to C-2 (Commercial); and, Parcel 3: 15.00 Acres of land out of a 381.90 Acre Tract (described in Volume 2526, Page 2033, Real Property Records of El Paso County, Texas), now known as Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) to A-O (Apartment/Office), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

**[24-927](#)**

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: Joe Battle Boulevard and North of Pellicano Drive  
Applicant: County of El Paso, PZRZ23-00018

**District 6**

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

**PUBLIC HEARING WILL BE HELD ON AUGUST 13, 2024**

34. An Ordinance granting a Special Privilege License to EPT Montecillo I-10 Development, LLC to permit the construction, installation, maintenance, use, and repair of a surface encroachment for two (2) Art Sculptures and Ancillary Items over City right-of-way at the roundabout intersection located at Vin Rambla Drive and Vin Roda Drive, additionally, this ordinance encompasses the placement of twenty three (23) wayfinding signs and nine (9) electric meters at various locations within the Montecillo Development; setting the license term for a term of ten years (10) with one (1) renewable ten (10) year term. [24-934](#)

Location: Vin Rambla Drive and Vin Roda Drive, and various locations within the Montecillo Development  
Applicant: EPT Montecillo I-10 Development, LLC, PSPN23-00007

**District 8**

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

**PUBLIC HEARING WILL BE HELD ON JULY 30, 2024**

35. An Ordinance changing the zoning of Lot 3, Block 1, Coronado del Sol, City of El Paso, El Paso County, Texas, from R-3 (Residential) and R-5/sc (Residential/special contract) to A-3 (Apartment) and A-3/sc (Apartment/special contract), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [24-972](#)

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: Mesa Hills and Northwest of Sunland Park  
Applicant: Housing Authority of the City of El Paso, PZRZ24-00002

**District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and inspections, Juan C. Naranjo, (915) 212-1604

**PUBLIC HEARING WILL BE HELD ON SEPTEMBER 10, 2024**

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

36. An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Ignacio Villanueva Macias, to the following and described parcel: [24-887](#)



Tract 11, (.48 Acre), Block 44, San Elizario, El Paso County, Texas.

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.

**All Districts**

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

**PUBLIC HEARING WILL BE HELD ON JULY 30, 2024**

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

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

37. Discussion and action on the award of Task Order #8K-1 for Solicitation Horizontal Construction Improvements 2024-0397 to Keystone GC, LLC., for a total estimated award of \$611,979.21 to develop an accessible pathway from deactivated bus stops to active bus stops.

[24-901](#)

**All Districts**

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

38. The linkage to the Strategic Plan is subsection 7.4 - Continue the strategic investment in City facilities and technology.

[24-933](#)

**Award Summary:**

Discussion and action on the award of Solicitation 2024-0380 Hondo Pass Citizen Collection Station to MIRADOR ENTERPRISES, INC., for a total estimated award of \$3,929,850.00. This contract will be used for the construction of a drop-off location for household waste, hazardous material, bulky items and recyclables.

Department:	Capital Improvement
Award to:	MIRADOR ENTERPRISES, INC.
City & State:	El Paso, TX
Item(s):	All
Contract Term:	295 Consecutive Calendar Days
Base Bid I:	\$3,929,850.00
Total Estimated Award:	\$3,929,850.00
Account(s):	334-3150-34100-580270- PESD00210
Funding Source(s):	Environmental Services Department Fiscal Year 21 Capital Projects
District(s):	4

This was a Competitive Sealed Proposal Procurement lump sum contract.



The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MIRADOR ENTERPRISES, 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 4**

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

39. The linkage to the Strategic Plan is subsection 7.5 Set one standard for infrastructure across the city.

[24-941](#)

**Award Summary:**

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Rio Valley Biofuels, LLC referencing Contract 2022-0724 Automotive Fuel - Diesel. This will be a change order to increase the award by \$1,013,607.00 resulting in a revised not to exceed total contract amount of \$10,613,607.00. This change order will add capacity to provide diesel for Eastside Regional Command Center.

Department:	Streets & Maintenance
Award to:	Rio Valley Biofuels, LLC
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$ 9,600,000.00
Change Order Amount:	\$ 1,013,607.00
Total estimated Amount not to Exceed:	\$10,613,607.00
Account(s):	532-3600-531240-37020-P3701
Funding Source(s):	Internal Service Fund
District(s):	All

This was a Best Value Bid Award - Markup Contract.

**All Districts**

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092  
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

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

40. The linkage to the Strategic Plan is subsection: 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community.

[24-931](#)



**Award Summary:**

Discussion and action on the award of Solicitation 2024-0285 Janitorial Services to Ace Government Services, LLC for an initial three (3) year term for an estimated amount of \$1,256,958.00. The total value of the contract is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$2,094,930.00. This contract will provide daily janitorial services across multiple clinics and office locations for the Department of Public Health.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$566,735.40 representing an 82.11% increase due to changes to cleaning hours and changes to hourly rates.

Department:	Public Health
Award to:	Ace Government Services LLC
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Annual Estimated Award:	\$418,986.00
Initial Term Estimated Award:	\$1,256,958.00
Option Term Estimated Award:	\$837,972.00
Total Estimated Award	\$2,094,930.00
Account(s)	341-1000-41160-522060 341-1000-41130-522060 341-2140-41240-522060-P41A-GT4124GAF 341-2140-41240-522060-P41NE-GT4124GAF  341-2235-41355-522060-PHS13-G21CSLFRF  341-2235-41355-522150-PHS17-G21CSLFRF
Funding Source(s):	General Fund, Public Health Grants and COVID Relief Fund
District(s):	All

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

The Purchasing & Strategic Sourcing Department and Department of Public Health recommend award as indicated to Ace Government Services LLC the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement and to deem Professional Janitorial Service of El Paso dba PJS of El Paso as nonresponsive due to failure to fulfill requirements on the bid form and Amanda Pauline Nyser dba Axiom Enterprise Solutions LLC and Technologies Link Business and Service Corporation as nonresponsive and nonresponsible due to failure of submitting the required



surety letter.

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  
Public Health, Dr. Hector Ocaranza, (915) 212-1092

**REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:**

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

41. 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

**REGULAR AGENDA - OTHER BUSINESS:**

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

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

42. That the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the CITY OF EL PASO (the "CITY"), and the PASO DEL NORTE COMMUNITY FOUNDATION (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate the Zoo Fund Program (the "Program") to provide fundraising support to the El Paso Zoo (the "Zoo"), and provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Zoo for a term of five (5) years and shall automatically renew for additional one (1) year periods with a limit of five (5) additional periods. [24-899](#)

**All Districts**

Zoo, Joe Montisano, (915) 212-2800

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

43. Discussion and action on a Resolution supporting an Application by the Paso [24-924](#)



del Norte Community Foundation (PDNCF) and University of Texas at El Paso (UTEP) to the U.S. Environmental Protection Agency (EPA) Fiscal Year (FY) 2024 Community Change Grant Program requesting funds in the amount of \$19,300,000.00 for the Strategy 1: Energy-Efficient, Healthy, Resilient Housing and Buildings and Strategy 2: Outdoor Air Quality and Community Health Improvement (“Application”); and authorizing City participation in the Project during planning and implementation activities, with no match required from the City.

**All Districts**

City Manager's Office, Omar Martinez, (915) 479-0341  
City Manager's Office, Ian Voglewede, (915) 299-9409

44. Discussion and action on a Resolution supporting an Application by the Housing Authority of the City of El Paso (HOME) to the U.S. Environmental Protection Agency (EPA) Fiscal Year (FY) 2024 Community Change Grant Program requesting funds in the amount of \$20,000,000.00 for the development and renovation of low-income housing through a third phase of construction at Patriot Place (“Project”); and authorizing City participation in the Project during planning and implementation activities, with no match required from the City.

[24-932](#)

**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](mailto: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

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**File #: 24-954, Version: 1**

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**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 July 2, 2024, the Agenda Review Meeting of July 1, 2024, and the Work Session of July 1, 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

**AGENDA REVIEW MINUTES  
COUNCIL CHAMBERS AND VIRTUALLY  
CITY HALL, 300 N. CAMPBELL  
July 1, 2024  
9:00 A.M.**

.....  
The City Council met at the above place and date. Meeting was called to order at 9:07 a.m. Mayor Oscar Leeson was present and presiding. The following Council Members answered roll call: Josh Acevedo, Joe Molinar, Isabel Salcido, and Chris Canales. Brian Kennedy participated via videoconference. Late arrival: Cassandra Hernandez at 9:08 a.m. Art Fierro and Henry Rivera requested to be excused.

.....  
The agenda items for the July 2, 2024 Regular City Council and Mass Transit Department Board Meetings were reviewed.

.....  
**28. REGULAR AGENDA – OPERATIONAL FOCUS UPDATES**

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

Mayor Leeson commented.

Mr. Terry Kebschull, Animal Services Director, commented.

.....  
**29. REGULAR AGENDA – FIRST READING OF ORDINANCES**

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.

Mayor Leeson commented.

Ms. Karina Brasgalla, Economic and International Development Interim Director, commented.

.....  
**30. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS**

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.

Mayor Leaser questioned the following City staff members:

- Mr. Omar Sepeda, Procurement Specialist
- Mr. Roberto Tinajero, International Bridges Director

## ..... **32. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS**

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.

Mayor Leaser and Representative Hernandez questioned the following City staff members:

- Mr. Derek Russell, Lead Procurement and Contract Analyst
- Ms. Yvette Hernandez, City Engineer

.....  
**35. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS**

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.

Mayor Leeser and Representative Hernandez questioned the following City staff members:

- Ms. Paula Salas, Lead Procurement and Contract Analyst
- Mr. Cary Westin, Interim City Manager
- Ms. Nicole Cote, Purchasing and Strategic Sourcing and Office of Management and Budget Managing Director
- Assistant Police Chief Julia Inciriaga

.....  
**37. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS**

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.

Mayor Leeser commented.

Ms. Jenny Simsuangco, Procurement Analyst, commented.

.....  
**ITEMS 38 THROUGH 40 WERE TAKEN TOGETHER**

**38. REGULAR AGENDA – OTHER BUSINESS**

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.

**39. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES**

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.

**40. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES**

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.

Mayor Leeser and Representative Hernandez questioned the following City staff member:



- Ms. Karina Brasgalla, Economic and International Development Assistant Director

ITEMS 45 AND 46 WERE TAKEN TOGETHER

**45. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READINGS OF ORDINANCES**

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.

**46. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READINGS OF ORDINANCES**

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. Rocio Alvarado, El Paso Water Real Estate Manager, commented.

**47. REGULAR AGENDA – OTHER BUSINESS**

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.

Mayor Leeser questioned the following City staff member:

- Assistant Police Chief Humberto Talamantes

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 9:38 a.m.

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

NAYS: None

ABSENT: Representatives Fierro and Rivera

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**  
**July 1, 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 9:38 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, and Chris Canales. Brian Kennedy joined via videoconference. Art Fierro and Henry Rivera requested to be excused.

.....  
**AGENDA**  
.....

1. **ORDINANCE 019647**

**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 White House issued a proclamation, effective June 5, 2024, limiting asylum eligibility, and increasing the consequences for crossing the southern border without authorization; 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 31<sup>st</sup> 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 commented.

Assistant Fire Chief Jorge Rodriguez commented.

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



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

NAYS: None

ABSENT: Representatives Fierro and Rivera

**Mayor Leeser consented to the adoption of the Emergency Ordinance.**

- 
2. Presentation and discussion on the Neighborhood Traffic Management Program (NTMP) FY2024 update.

Ms. Olivia Montalvo, Streets and Maintenance Lead Planner, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Acevedo, Hernandez, Molinar, Salcido, and Canales commented.

The following City staff members commented:

- Mr. Richard Bristol, Streets and Maintenance Director
- Mr. Cary Westin, Interim City Manager
- Mr. Randy Garcia, Streets and Maintenance Assistant Director

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

- 
3. Presentation on 2022 Community Progress Bond: Proposition B Parks & Recreation facilities, the regional, community, All-Abilities Playground.

The All-Abilities Playground planning initiative was launched to create an inclusive and accessible play space for children of all abilities. Over the past seven months, this initiative has focused on key areas:

- Programming
- Theme
- Site Selection
- Community Engagement

El Paso's All-Abilities Playground Planning Report "Beyond Boundaries" provides a comprehensive overview of the 7-month process and final recommendations.

Ms. Daniela Quesada, City Architect, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representative Acevedo commented.

Ms. Sylvia Carreon, citizen, commented.

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

- 
4. Presentation on the Safe Routes to School Action Plan Draft.

Mr. Joaquin Rodriguez, Capital Improvement Grant Funded Programs Director, and Ms. Anna Zendt, Bicycle and Pedestrian Program Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).



Representatives Acevedo and Canales commented.

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

5.

**RESOLUTION**

**WHEREAS**, The City of El Paso ("City") is part of The El Paso Metropolitan Planning Organization (EPMPO); the metropolitan planning organization for El Paso County, Texas, southern Doña Ana County, New Mexico, and a portion of Otero County, New Mexico; and

**WHEREAS**, on January 20, 2023, the EPMPO Transportation Policy Board (the "TPB") unanimously approved amending the RMS 2050 MTP and RMS 2023-2026 TIP which included various projects throughout the City of El Paso ("City MTP & TIP Projects"); and

**WHEREAS**, the City had previously not identified funds to meet the local funding contribution and match obligations ("City MPO Match") associated with the RMS 2050 MTP and RMS 2023-2026 TIP required to implement the projects in the City; and

**WHEREAS**, the current shortfalls for FY24 and FY25 are estimated at (\$6,890,000.00) and \$11,181,092.60 respectively; and

**WHEREAS**, City anticipates having funds available from capital asset sales to pay for completion of the MPO match projects;

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

That the City Council hereby approves the allocation of funds from capital asset sales to fund the City MPO Match for the purpose of funding the completion of projects benefitting the City as identified in the RMS 2050 MTP and RMS 2023-2026 TIP; and

That said allocation from capital asset sales will be encumbered only in amounts realized by the City upon the closing of the various capital asset sales; and

That the City Manager be authorized to execute any and all documents required to effectuate the above-described City MTP & TIP Projects; and

That the City Manager or designee is authorized to establish the funding sources, once available through capital asset sales, and make any budget transfers necessary to provide City MPO Match required to pursue the City MTP & TIP Projects.

Mr. Joaquin Rodriguez, Capital Improvement Grant Funded Programs Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Hernandez and Molinar commented.

The following City staff members commented:

- Mr. Cary Westin, Interim City Manager
- Mr. Robert Cortinas, Chief Financial Officer

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



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

.....  
**EXECUTIVE SESSION**

Motion made by Representative Salcido, seconded by Representative Molinar, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 11:09 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, and Canales  
NAYS: None  
ABSENT: Representatives Fierro and Rivera

Representative Kennedy was not present to discuss Executive Session items as he participated virtually.

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Salcido, and unanimously carried to **ADJOURN** the Executive Session at 1:02 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

.....  
**EX1.** Guadalupe Ramirez, et al v. City of El Paso and the State of Texas; 41st District Court; Cause No. 2007-2568; (551.071)

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Salcido, and carried that the City Attorney's Office, in consultation with the City Manager, be **AUTHORIZED** to enter into a settlement agreement in the case of *Guadalupe Ramirez, et al v. the City of El Paso*, Cause No. 2007-2568, in Matter No. 07-1005-001, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Molinar, Salcido, and Canales  
NAYS: Representative Acevedo  
NOT PRESENT FOR THE VOTE: Representative Hernandez  
ABSENT: Representatives Fierro and Rivera

.....  
**EX2.** Robert Bartley v. City of El Paso; 171st District Court; Cause No. 2020DCV1553; (551.071)

Ms. Kristen Hamilton-Karam, Deputy City Attorney, corrected spelling of *Bartley* into the record.



Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Salcido and carried that the City Attorney's Office, in consultation with the City Manager, be **AUTHORIZED** to enter into a settlement agreement in the case of *Robert Bartley v. City of El Paso*, Cause No. 2020DCV1553, in Matter No. 20-1006-1291, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

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**EX3.** Edmundo Calderon v. City of El Paso, 2023DCV4372 (551.071)

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Canales, and unanimously carried, that the City Attorney's Office, in consultation with the City Manager, be **AUTHORIZED** to reimburse the City Attorney for legal expenses incurred by the City Attorney in the amount of \$405.00 in connection with *Edmundo Calderon v. City of El Paso*, Case No. 2023DCV4372, that Council consents to the selection of her counsel, and approves reimbursement in connection with the City's obligations under the City Attorney's employment agreement.

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

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**EX4.** 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)

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Canales, and unanimously carried that the City Attorney, in consultation with the City Manager, be **AUTHORIZED** to file a motion for rehearing in the *Petition for Review of Municipal Rate Action of the City of El Paso's Show Cause Order Regarding Texas Gas Service Company's Collection of Revenues for an Interim Rate Adjustment for Calendar Year 2021*, with the Railroad Commission of Texas, docket number OS-23-00014883, and matter number UTILITY-13, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

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**EX5.** Application of El Paso Electric Company for Approval of a Distribution Cost Recovery Factor; HQ #Utility-37 (551.071)

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

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Canales, and unanimously carried that the City Attorney, in consultation with the City Manager, be **AUTHORIZED** to file a motion for rehearing in the *Application of El Paso Electric Company for Approval of a Distribution Cost Recovery Factor*, with the Public Utility Commission of Texas,



under Docket No. 56425, in Matter Number UTILITY-37, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

ABSENT: Representatives Fierro and Rivera

.....  
**EX6.** Discussion on economic development opportunities in Northeast El Paso, Texas. HQ #24-2438 (551.072) (551.087)

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

.....  
**EX7.** Discussion on purchase, exchange, lease, or value of real property located in Northwest El Paso, Texas. HQ# 24-2106 (551.072)

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

.....  
Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Salcido, and unanimously carried to **ADJOURN** the meeting at 1:10 p.m.

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

NAYS: None

ABSENT: Representatives Fierro and Rivera

.....  
APPROVED AS TO CONTENT:

\_\_\_\_\_  
Laura D. Prine, City Clerk





El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 24-60, Version: 1**

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**AGENDA LANGUAGE:**

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS





Legislation Text

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File #: 24-949, Version: 1

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Airport, 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 that the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located in the vicinity of El Paso International Airport, said easement more particularly described as:

A portion of Lot 2, Block 4, El Paso International Airport Tracts Unit 10, El Paso County, Texas, and more particularly described on Exhibit "A" of the agreement, more commonly referred to as 1820 American Drive.



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

**DEPARTMENT:** Aviation

**AGENDA DATE:** 7/16/2024

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME AND PHONE NUMBER:** Tony Nevarez, 915-212-7325

**DISTRICT(S) AFFECTED:** ALL

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

**SUBGOAL:**

**SUBJECT:**

A Resolution that the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located in the vicinity of El Paso International Airport, said easement more particularly described as:

A portion of lot 2, block 4, El Paso International Airport Tracts unit 10, El Paso County, Texas, and more particularly described on Exhibit "A", more commonly referred to as 1820 American Drive.

**BACKGROUND / DISCUSSION:**

EPE has requested an underground electrical and transformer pad easement to support new service at 1820 American Drive for US Customs and Border Protection project.

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**AMOUNT AND SOURCE OF FUNDING REQUIRED AUTHORIZATION**\*\*\*\*\*

**PRIOR COUNCIL ACTION:**

**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 an Overhead Electrical and Transformer Pad Easement to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as:

A PORTION OF LOT 2, BLOCK 4, EL PASO INTERNATIONAL AIRPORT  
TRACTS UNIT 10, EL PASO COUNTY, TEXAS.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
R. Shane Brooks for

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



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

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

**A PORTION OF LOT 2, BLOCK 4, EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 10,**  
**EL PASO COUNTY, TEXAS**

The easement is as depicted in Exhibit "A"

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

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

In accepting this grant, Grantee agrees that it will replace or repair, as reasonable, landscaping and paving if disturbed by Grantee's construction, maintenance or repairs of or to its facilities in and upon such



easement. Grantee shall promptly restore to as good condition as before working thereon, and to the reasonable satisfaction of the Grantor all streets excavated by it. Grantee may, from time to time and as may be required by prudent utility practices in connection with the construction, maintenance, or repair of its facilities, restrict access to or interfere with the use of Grantor's structures(s) or tangible personal property located on or in the vicinity of the easement. In such event, Grantee shall endeavor to provide Grantor reasonable written notice of any such restriction or interference and shall use commercially reasonable efforts to coordinate its activities with Grantor so as to minimize the duration and extent of such restriction or interference. The preceding sentence notwithstanding, certain events or circumstances may occur or arise that require Grantee to take immediate action to address imminent public safety concerns, the integrity of Grantee's facilities or system, or the reliability of service provided by Grantee. Under such or similar exigencies, Grantee shall provide Grantor notice of any restrictions or interference as soon as reasonably practicable, and shall use commercially reasonable efforts to minimize the duration and extent of such restriction or interference. Grantee agrees to call for utility spotting by a third party prior to any excavation by Grantee in the easement.

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

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

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

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



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

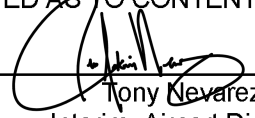
GRANTOR:  
THE CITY OF EL PASO

\_\_\_\_\_  
Cary Westin  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Tony Nevarez  
Interim Airport Director

#### ACKNOWLEDGMENT

THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
**Cary Westin as Interim City Manager of the City of El Paso.**

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

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

GRANTEE:  
EL PASO ELECTRIC COMPANY

By: \_\_\_\_\_  
Printed Name: Aurea D. Garcia  
Title: Supervisor – Land Management

#### ACKNOWLEDGMENT

THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
**Aurea D. Garcia as Supervisor - Land Management of El Paso Electric Company, on behalf of the El Paso  
Electric Company, a Texas corporation.**

\_\_\_\_\_  
Notary Public in and for  
the State of Texas



### **EPIA Addendum to EPEC Easement - FAA**

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

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

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

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

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



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

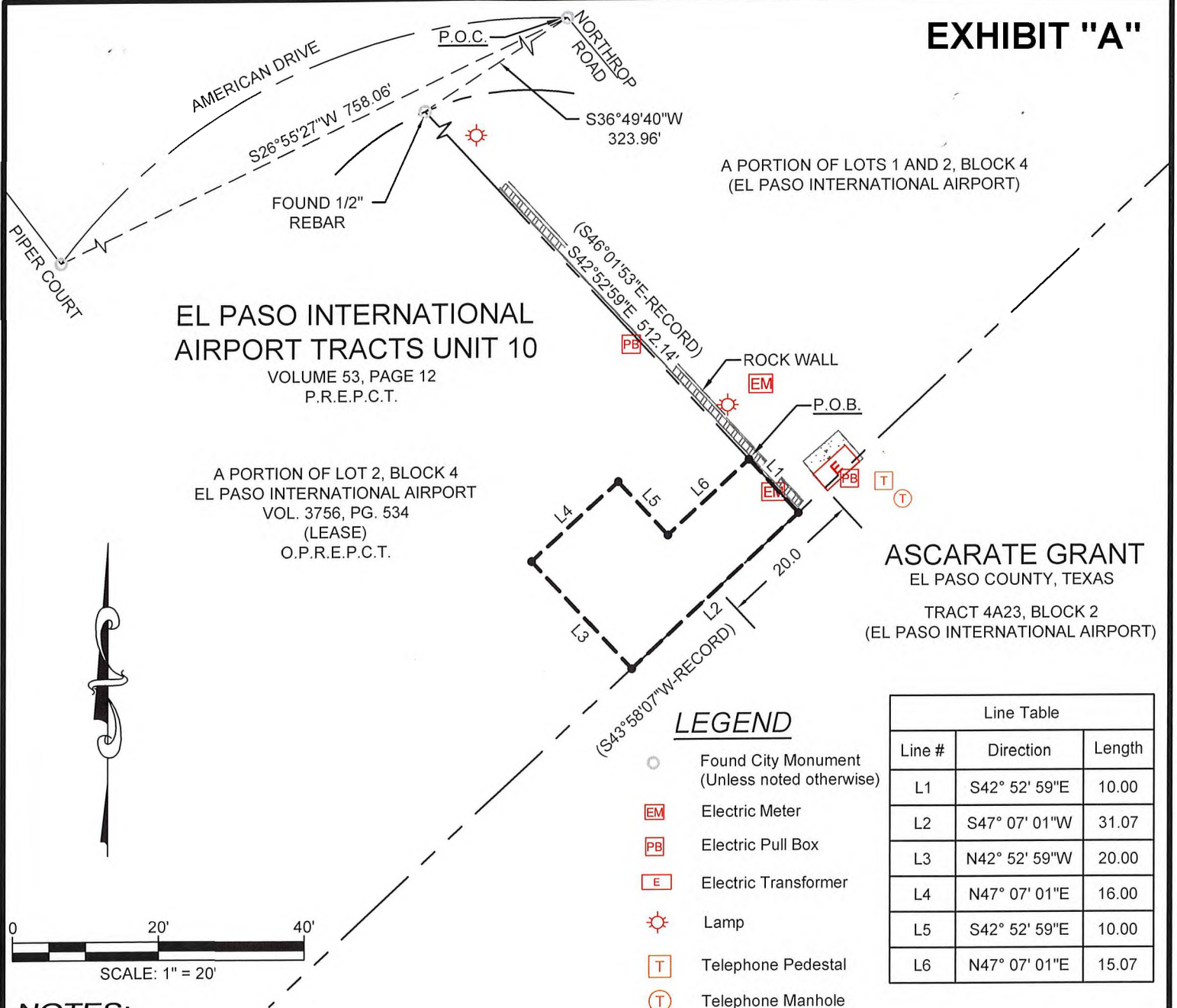
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil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



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



# EXHIBIT "A"



## NOTES:

- Bearings are referred to Grid North, Texas Coordinate System - NAD 83, Central Zone - and were derived using GPS relative positioning techniques.
- All distances shown hereon are ground distances, US Survey Feet, and may be converted to grid distances dividing by 1.000231.
- Bearings and distances shown are as measured in the field.
- This survey was performed without the benefit of a title report. The surveyor did not research subject property title information and/or encroachments. There may be easements affecting this property which are not shown hereon.
- Survey was completed on June 14, 2024.
- This survey is accompanied by a metes and bounds description of even date.

Job No. 2402-032-01

**CobbFendley**

Texas Engineering Firm No. F-274  
Texas Surveying Firm No. 10046700  
11427 Rojas Drive, Suite B | El Paso, TX 79936  
915.858.1892 | fax 915.858.1896 | www.cobbfendley.com

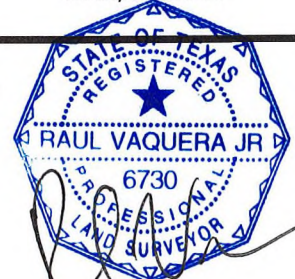
## ELECTRIC EASEMENT

A PORTION OF LOT 2, BLOCK 4,  
EL PASO INTERNATIONAL  
AIRPORT TRACTS UNIT 10,  
IN THE CITY OF EL PASO,  
EL PASO COUNTY, TEXAS  
AREA 0.0108 ACRES ±

DRAWING SCALE: 1"=20'

SHEET NO. 1 of 2

Prepared By and under  
the Supervision of:



Raul Vaquera Jr. Texas RPLS No. 6730



METES AND BOUNDS DESCRIPTION  
ELECTRIC EASEMENT

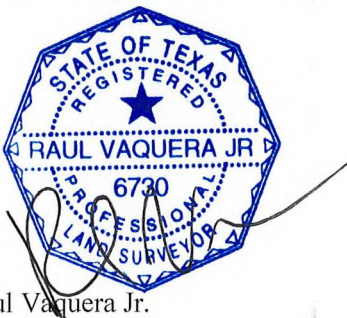
Being a portion of Lot 2, Block 4, El Paso International Airport Tracts Unit 10, an addition to the City of El Paso, El Paso County, Texas, according to the plat recorded in volume 53, page 12, Plat Records of El Paso County, Texas, also being a portion of that 1.765 acre lease area described in volume 3756, page 534, Official Public Records El Paso County, Texas and being more particularly described by metes and bounds as follows:

**COMMENCING** at a found city monument at the intersection of American Drive and Northrop Road, **WHENCE**, a found city monument at the intersection of American Drive and Piper Court bears S26°55'27"W, a distance of 758.06 feet;  
**THENCE**, S36°49'40"W, a distance of 323.96 feet to a found 1/2" rebar on the southeasterly right-of-way line of American Drive for the northerly corner of said 1.765 acre lease area; **THENCE**, S42°52'59"E (S46°01'53"E-Record), along the northeasterly line of said 1.765 acre lease area, a distance of 512.14 feet to the **POINT OF BEGINNING** of this description;  
**THENCE**, S42°52'59"E (S46°01'53"E-Record), continuing along said northeasterly line, a distance of 10.00 feet to a point for the easterly corner of said 1.765 acre lease area;  
**THENCE**, S47°07'01"W (S43°58'07"W-Record), along the southeasterly line of said 1.765 acre lease area, a distance of 31.07 feet to a point;  
**THENCE**, N42°52'59"W, a distance of 20.00 feet to a point;  
**THENCE**, N47°07'01"E, a distance of 16.00 feet to a point;  
**THENCE**, S42°52'59"E, a distance of 10.00 feet to a point;  
**THENCE**, N47°07'01"E, a distance of 15.07 feet to the **POINT OF BEGINNING**, containing 0.0108 acres more or less.

NOTES:

1. This description is accompanied by a survey plat of even date.
2. Bearings recited are referred to Grid North, Texas Coordinate System - NAD 83, Central Zone - and were derived using GPS relative position techniques. Distances are ground distances using a project scale factor of 1.000231.
3. This description was performed without the benefit of a title report. There may be easements affecting this property which are not shown hereon.

Cobb, Fendley & Associates, Inc.



Raul Vaquera Jr.

Texas RPLS No. 6730

June 14, 2024

SHEET NO. 2 of 2

Job No. 2402-032-01



Texas Engineering Firm No. F-274

Texas Surveying Firm No. 10046700

11427 Rojas Drive, Suite B | El Paso, TX 79936

915.858.1892 | fax 915.858.1896 | www.cobbfendley.com

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RAUL VAQUERA Drawing File: E:\PROJECTS\2024\02032\_EL\_PASO\_ELECTRIC\01\_1820\_AMERICAN\_DR\400\_CAD\402\_SURVEY\2402-032-01\_1820 AMERICAS DR.DWG

METES & BOUNDS DESCRIPTION

ELECTRIC EASEMENT  
A PORTION OF LOT 2, BLOCK 4,  
EL PASO INTERNATIONAL  
AIRPORT TRACTS UNIT 10,  
IN THE CITY OF EL PASO,  
EL PASO COUNTY, TEXAS  
AREA 0.0108 ACRES ±



# 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 \_\_\_\_\_

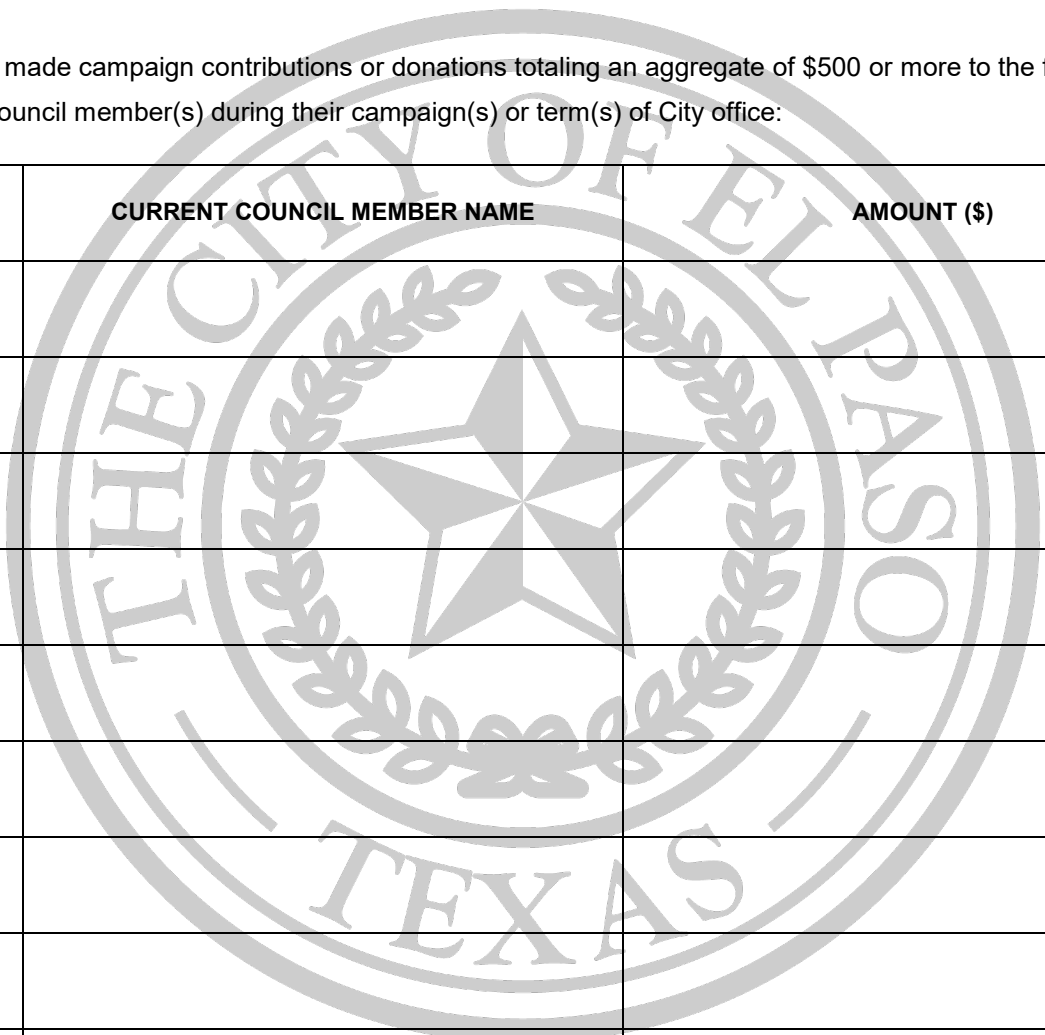


**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso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



# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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- "Contributor" A person making a contribution, including the contributor's spouse.
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- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
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## Contributor / Donor Information:

Full Name \_\_\_\_\_

Business Name \_\_\_\_\_

Agenda Item Type \_\_\_\_\_

Relevant Department \_\_\_\_\_

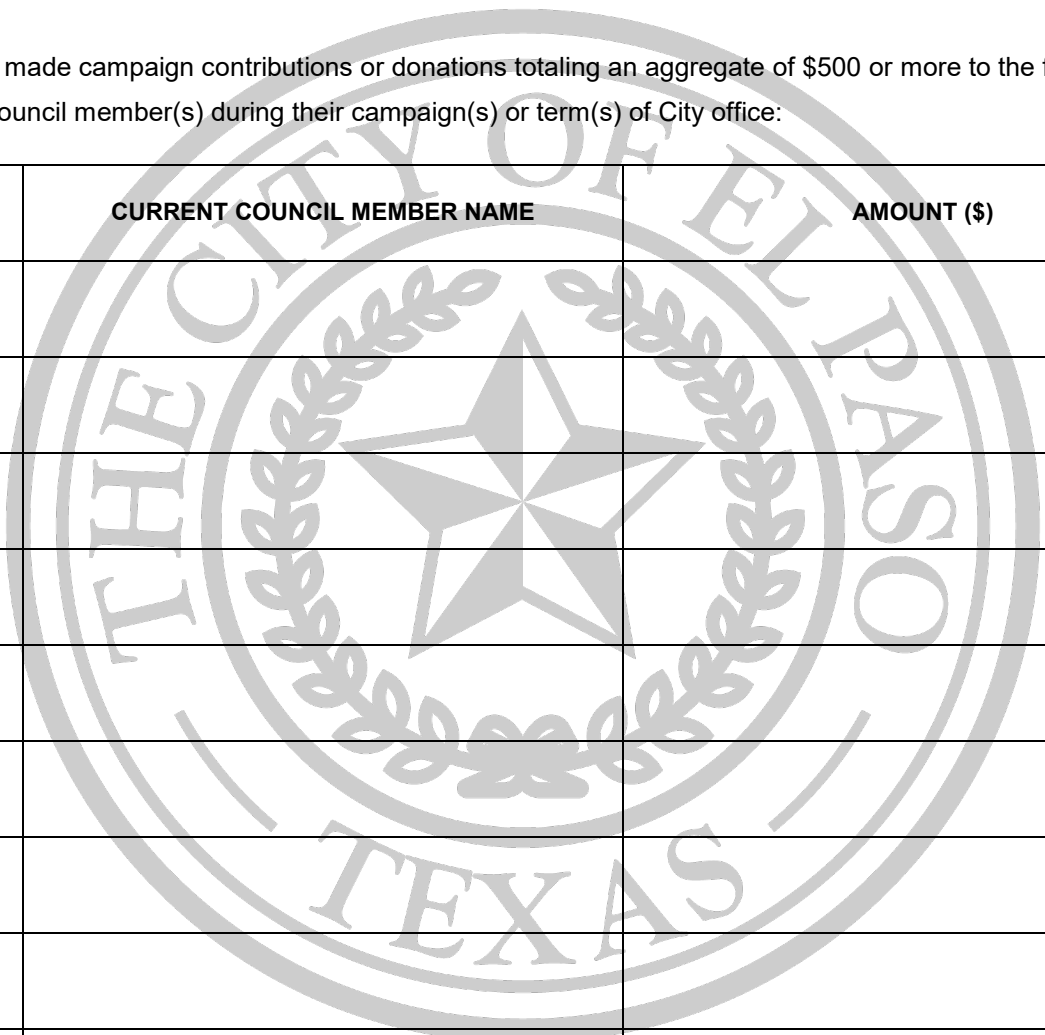


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OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
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District 2		
District 3		
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District 5		
District 6		
District 7		
District 8		

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_





Legislation Text

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**File #: 24-889, Version: 1**

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**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**

Fire, Chief Jonathan P. Killings, (915) 212-5665

**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, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso and the Town of Horizon, for the El Paso Fire Marshals Office to provide assistance to the Horizon City Police Department with arson investigations occurring within the Town of Horizon.



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

**DEPARTMENT:** Fire Department

**AGENDA DATE:** July 16, 2024

**PUBLIC HEARING DATE:** n/a

**CONTACT PERSON NAME AND PHONE NUMBER:** Chief Jonathan P. Killings, (915) 212-5665

**DISTRICT(S) AFFECTED:** All Districts

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

**SUBGOAL:** 2.3 Increase public safety operational efficiency

**SUBJECT:**

That the Mayor be authorized to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso and the Town of Horizon, for the El Paso Fire Marshals Office to provide assistance to the Horizon City Police Department with arson investigations occurring within the Town of Horizon.

**BACKGROUND / DISCUSSION:**

The purpose of this Agreement is to establish response and investigative protocols, pursuant to which the parties agree that EPFMO shall provide assistance to HCPD in responding to the demands of arson investigations within the city limits of Horizon City. It is understood that the crime of arson represents both a fire service problem and a law enforcement problem for a community. Experience shows that the most effective deterrent to arson lies both in effective investigation of every fire and taking proactive preventative measures. Personnel assigned to conduct fire investigation must be skilled in origin & cause determination, physical evidence collection, interviewing and interrogation, and case preparation and documentation. Accomplishment of the mission to significantly reduce arson in Horizon City requires the full commitment of all fire service and law enforcement personnel, prosecutors and other allied agencies working together with the community. It is the purpose of this agreement that the agencies listed agree to work together to investigate arson within the city limits of Horizon City.

**PRIOR COUNCIL ACTION:** N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Fire Department

**SECONDARY DEPARTMENT:**

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

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



## RESOLUTION

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

That the Mayor be authorized to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso and the Town of Horizon, for the El Paso Fire Marshals Office to provide assistance to the Horizon City Police Department with arson investigations occurring within the Town of Horizon.

**APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

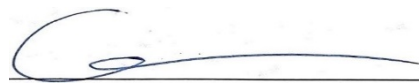
### THE CITY OF EL PASO

\_\_\_\_\_  
Oscar Lesser  
Mayor


### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Carlos L. Armendariz  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jonathan P. Killings, Chief  
El Paso Fire Department



**The State of Texas**

**County of El Paso**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF HORIZON CITY, TEXAS AND THE CITY OF EL PASO, TEXAS**

The Interlocal Agreement ("Agreement") is made and entered into by and between the Town of Horizon City, Texas ("Horizon City") and the City of El Paso, Texas ("City of El Paso"), providing for the El Paso Fire Marshals Office (hereinafter referred to as "EPFMO") to provide assistance to the Horizon City Police Department (hereinafter referred to as "HCPD") in arson investigations, pursuant to the provisions of the Texas Interlocal Cooperation Act. Horizon City and the City of El Paso may individually be referred to as a "Party" or collectively as "Parties" to this Agreement. HCPD and EPFMO may individually be referred to as an "Agency" or collectively as "Agencies" in this Agreement.

**WHEREAS**, Horizon City and the City of El Paso are local governments in the State of Texas; and

**WHEREAS**, the HCPD is a law enforcement agency of Horizon City; and

**WHEREAS**, the EPFMO is an agency of the City of El Paso; and

**WHEREAS**, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, Sections 791.003(3)(B), (D), (K) and (N), and 791.003(4)(A) allow local governments to contract with one another to perform governmental functions and services, including arson investigations and other governmental functions in which the contracting parties are mutually interested; and

**WHEREAS**, the HCPD and the EPFMO, each pursuant to its statutory and constitutional authority, are responsible for investigating suspicions of arson, and are desirous that the necessary agreements be entered into by and between the Horizon City and the City of El Paso to facilitate assistance between the agencies during emergency conditions occurring within Horizon City; and

**WHEREAS**, Horizon City and the City of El Paso believe that a cooperative agreement between the agencies would provide a benefit to the residents of Horizon City; and

**WHEREAS**, Horizon City and the City of El Paso are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") and Chapter 775 Texas Health and Safety Code, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and



**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

### **Purpose**

The purpose of this Agreement is to establish an interagency agreement on the level and duration of response and commitment, investigative methodology, collection of evidence and other matters critical to the success of the mission to effectively investigate arson.

The purpose of this Agreement is to establish response and investigative protocols, pursuant to which the parties agree that EPFMO shall provide assistance to HCPD in responding to the demands of arson investigations within the city limits of Horizon City.

It is understood that the crime of arson represents both a fire service problem and a law enforcement problem for a community. Experience shows that the most effective deterrent to arson lies both in effective investigation of every fire and taking proactive preventative measures. Personnel assigned to conduct fire investigation must be skilled in origin & cause determination, physical evidence collection, interviewing and interrogation, and case preparation and documentation. Accomplishment of the mission to significantly reduce arson in Horizon City requires the full commitment of all fire service and law enforcement personnel, prosecutors and other allied agencies working together with the community.

It is the purpose of this agreement that the agencies listed agree to work together to investigate arson within the city limits of Horizon City.

### **Article 1**

#### **STANDARDIZED ARSON/FIRE NOTIFICATION PROTOCOL**

1. **SOLE REQUESTING/NOTIFICATION AUTHORITY.** The HCPD is designated as the sole requesting authority for the investigative services of the EPFMO within Horizon City.

2. **WHEN TO NOTIFY.** In addition to the notification requirements established under applicable state law, these are the steps in notification. Upon discovery or notification of arson suspected by the responding fire department to the HCPD, the Criminal Investigations Division Lieutenant of the HCPD shall be notified. In turn, the CID Lieutenant shall notify the EPFMO.

3. **INFORMATION NEEDED:** Whenever the Emergency Services District #1 notifies both entities, the reporting fire fighter or dispatcher shall provide that representative with the following information as a minimum:

- A. Date/ time, and location of the incident;
- B. Description of the incident;



- C. Fatal or critical injury to any person;
- D. Evacuation of occupants;
- E. Multiple structures;
- F. Commercial building;
- G. Structural fire incident within the "Target Area"; and
- C. Preliminary cause if known (i.e., arson, suspicious, undetermined, accidental).

4. INVESTIGATIVE COORDINATION. In the case where a request for an investigator is made, the EPFMO officer that responds shall coordinate closely with the HCPD during the entire investigative process.

The EPFMO Supervisor will have supervisory authority over all personnel for the purpose of conducting fire and arson investigations within Horizon City. He shall establish a "Team" from assigned investigators taking into account the fire/arson investigation experience and training of everyone.

## **Article 2**

### **ARSON INVESTIGATORS RESPONSIBILITIES AND INVESTIGATION PROTOCOL**

1. The "on-duty" Investigator shall IMMEDIATELY respond to and investigate all fires where Arson is suspected in Horizon City that come under the following "High Priority" categories:

- A. Fires or explosions causing the death of any person.
- B. Suspicious or undetermined fires or explosions resulting in critical injury to any person.
- C. Suspicious or undetermined fires or explosions resulting in the evacuation of any person from a building.
- D. Suspicious or undetermined fires or explosions resulting in destruction to multiple buildings or structures.
- E. Fire or explosion causing destruction to any government property or to any storage facility containing and storing public documents.
- F. Fire or explosion damage to a commercial or residential structure of suspicious, unknown cause or of substantial nature.



G. Any other fire or explosion incident causing damage to a building.

### **Article 3**

#### **FIRE MARSHAL INVESTIGATION PROTOCOL**

The agencies shall adhere to the Investigation Protocol described herein. This protocol requires that the following sequence occur immediately after receipt of a report on a working fire anywhere in Horizon City:

1. IMMEDIATE RESPONSE TO A DESIGNATED CATEGORY FIRE: The immediate dispatch of the on-call fire marshal to any structure fire which falls within the definition of a designated incident 24 hours a day.

2. IMMEDIATE NOTIFICATION OF THE FIRE MARSHAL ARSON INVESTIGATOR IN CHARGE OR HIS DESIGNEE: In fire incidents falling within the definition of "High Priority" as described in Article 2, Section 1.

3. The Arson Investigator shall respond to all structural fires with the suspicion of arson occurring in Horizon City on a 24 hours a day - 7 days a week basis.

4. Vehicle fires and other categories of fires such as outside fires not involving a structure may be investigated by EPFMO Investigators who will determine if the fire was incendiary and if there is sufficient resources available to assist if necessary.

5. Juvenile offenders involved in arson cases will be referred to the HCPD who will refer the Juvenile to the Juvenile Probation Department for prosecution.

6. It will be the policy of the EPFMO to seek prosecution of any person who intentionally sets a fire in Horizon City consistent with state law.

7. The EPFMO recognizes that arson cases are frequently circumstantial in nature and often depend heavily on developing pertinent information from fact witnesses. The EPFMO also recognizes that fire scene origin and cause examination can be a complex process. Here again, developing information from early witnesses to the incipient fire including victims, abutters, the reporting party, first in firefighters and other persons will often provide important information. Such witness observations usually serve to corroborate the origin and cause examination results. It is critical that these persons be identified and interviewed. The investigation protocol of the EPFMO is designed to secure, and not lose, this invaluable source of potential evidence. Investigators will follow the protocol as described herein:

a. INTERVIEW FLEETING WITNESSES IMMEDIATELY - In any fire, the first investigator on the scene shall briefly size up the fire origin to determine the room of origin, secure obvious physical evidence and manage overhaul. Following this activity, which should only take a few minutes, investigators will focus their efforts to identifying potential "fleeting witnesses." Experience has shown that these people will leave the scene during fireground operations. Unless they are identified and interviewed during firefighting operations there usually is no way to identify or relocate them. Those building occupants who lived or worked



closest to the fire is origin shall be interviewed next to document any observations or knowledge they may have about fire hazards and the sequence of events surrounding the fire's initiation and development. Abutters and line of sight neighbors are interviewed next. All initial interviews conducted by members of the team shall be reduced to written statements or will be audiotaped or videotaped in accordance with the recommended procedure.

b. BEGIN PROCESSING THE SCENE AFTER IMPORTANT INTERVIEWS ARE COMPLETED: As soon as practical after available important witnesses are interviewed for details about the probable fire origin and flow of events the examination of the fire scene may begin. Excavation of collapsed debris not germane to the cause of the fire and reconstruction of remains of furniture or other items to their pre-fire position are important phases of fire flow analysis. Origin and cause examinations shall conform, step by step, to the Unit's training. Each area of fire origin requires through excavation, reconstruction, analysis, and documentation. Evidence will be collected in accordance with best practices and existing policies providing that all phases of recovery are documented, and a chain of custody is constantly maintained. All evidence taken during the Fire Marshal's investigations will be secured in the Unit's contraband room pending analysis or presentation to a court unless other arrangements are approved by the Fire Marshal Supervisor.

c. SET UP AN INCIDENT MASTER FILE - An Incident Master File should be set up as soon as is practical into an investigation. All statements, consent forms, search warrants, signed Miranda cards, and other data collected by individual investigators shall be placed into this file at the end of each day. Photocopies of the file materials shall be taken back to the field by a Team supervisor or case officer in a working file. For the system to work correctly, information must flow freely and constantly among all investigators. For the system to work at all, every investigator has a right to know that other investigators are working effectively toward a common objective. Master files will be retained in the EPFMO and will be accessible to supervisory personnel only.

d. CONFIDENTIAL INFORMER FILE - A file containing information on confidential informants will be established by the lead investigator. This file shall contain biographical information on the identity of each informant, a photograph, a current Probation Record, and a log of information provided.

#### Article 4

#### **TERMS OF AGREEMENT**

1. Assistance under the terms of this Agreement is not mandatory, but the Party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered. Upon request, the EPFMO shall respond immediately and dispatch and provide personnel pursuant to the same policies and practices and in the same manner as the City of El Paso would provide services within the City of El Paso's own jurisdiction based on the available needs of the City of El Paso and available staff to respond. The Investigator "on duty" will provide an accurate estimated time of arrival and notify a Supervisor if there is any delay due to the needs within the City of El Paso or limited available staff.

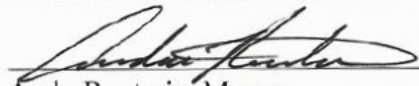


2. The Parties agree to fully support their assigned personnel's ability to fully participate in the operation by supplying all necessary fire investigation and personal safety equipment required to conduct this function. Because of the nature of the problem and the complexity of the investigations it will be necessary for each party to provide sufficient overtime compensation to its personnel.
3. Each party and all assigned personnel agree to comply with all applicable state, federal, and local laws, rules, and regulations, including but not limited to OSHA Regulatory Safety Guidelines 1910.120.
4. Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing board, officers, agents, and employees for any liability, loss, damages, claims, causes of action, or attorney's fees, caused, or asserted to be caused, directly or indirectly, by the other party to this Agreement, or any of its officers, agents, or employees as a result of its performance under this Agreement, pursuant to Tex. Gov't Code § 791.006(a-1) with the intent that liability be different than liability otherwise assigned under subsection (a).
5. The parties intend to enter this Agreement as independent contractors and assume all of the rights, obligations and liabilities applicable to it as an independent contractor. This Agreement shall be construed to give effect to this intent. Neither party is authorized to represent the other for any purpose whatsoever without the prior written consent of the other party. Employees of either party shall not be considered to be employees of the other party.
6. The EPFMO Incident Commander or Safety Officer shall be responsible to make an assessment of the structural integrity of any building damaged by fire or explosion and determine what additional hazards may be present. The EPFMO shall employ independent experts to conduct complex examinations whenever necessary. Property insurance companies who ensure a given loss shall be solicited for funding for this purpose. Alternative funding sources for such examinations in cases where no insurance is present will be explored in conjunction with the District Attorney's Office.
7. This Agreement is in effect upon signature of all parties. It shall remain in effect unless terminated, with or without cause, upon thirty (30) days' written notice by any party in the manner provided herein. This Agreement may be amended by mutual consent, if reduced to writing and signed by both parties. This Agreement shall be reviewed twenty-four months after the date of execution and two years thereafter.
8. All notices pursuant to this Agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested. Notice shall be provided as follows:




<p><b>If to the Town of Horizon City:</b></p> <p><b>Town of Horizon City</b>  <b>Attn: Mayor</b>  <b>14999 Darrington Rd.</b>  <b>Horizon City, Texas 79928</b>  <b>T: (915) 852-1046</b>  <b>Email:</b>  <u><b>mayer@horizonecity.org</b></u></p> <p><b>Copy to:</b></p> <p><b>Horizon City Police</b>  <b>Department</b>  <b>Attn: Chief Marco A. Vargas,</b>  <b>14999 Darrington Rd.</b>  <b>Horizon City, Texas 79928</b>  <b>T: (915) 852-1047</b>  <b>Email: <u>mvargas@horizonecity.org</u></b></p>	<p><b>If to the City of El Paso:</b></p> <p><b>City of El Paso</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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**TOWN OF HORIZON CITY**


6-11-24  
 \_\_\_\_\_  
 Andy Renteria, Mayor Date

**Approved as to Content:**  
 Horizon City Police Department


6-11-24  
 \_\_\_\_\_  
 Marco Vargas, Chief of Police Date

**Approved as to Form:**


6-11-24  
 \_\_\_\_\_  
 Sylvia Borunda Firth, City Attorney Date

**CITY OF EL PASO**

\_\_\_\_\_  
 Oscar Leaser, Mayor Date

(Signatures Continue on Following Page)



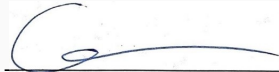
Approved as to Content:



Jonathan P. Killings, Chief  
El Paso Fire Department

Dated: 6/18/2024

Approved as to Form:



Carlos L. Armendariz  
Assistant City Attorney

Dated: 06/17/2024



# 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	Marco Vargas, Chief of Police
Business Name	Horizon City/Horizon City Police Department
Agenda Item Type	MOU/Contract
Relevant Department	Fire 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.

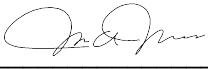
OR



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: 06/04/2024





Legislation Text

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File #: 24-929, Version: 1

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**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**

Fire, Chief Jonathan P. Killings, (915) 212-5665

**AGENDA LANGUAGE:**

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

That the City Manager be authorized to sign an Independent Contractor Agreement (the "Agreement") between the City of El Paso, Texas ("City of El Paso") and Dr. Russell N. Baker for the latter to provide Medical Director services to the emergency medical staff of the City of El Paso, for the monthly amount of \$7000.00 from September 1, 2024 through August 31, 2026, for a total amount of ONE HUNDRED AND SIXTY-EIGHT THOUSAND DOLLARS AND NO/100 (\$168,000), with the City Manager being authorized to administratively extend the Agreement for an additional twelve-month period, for the monthly amount of \$7000.00 from September 1, 2026 through August 31, 2027 for a total amount of EIGHTY-FOUR THOUSAND DOLLARS AND NO/00 (\$84,000).



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

**DEPARTMENT:** Fire Department

**AGENDA DATE:** July 16, 2024

**PUBLIC HEARING DATE:** n/a

**CONTACT PERSON NAME AND PHONE NUMBER:** Chief Jonathan P. Killings, (915) 212-5665

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** 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 Independent Contractor Agreement (the "Agreement") between the City of El Paso, Texas ("City of El Paso") and Dr. Russell N. Baker for the latter to provide Medical Director services to the emergency medical staff of the City of El Paso, for the monthly amount of \$7000.00 from September 1, 2024 through August 31, 2026, for a total amount of ONE HUNDRED AND SIXTY-EIGHT THOUSAND DOLLARS AND NO/100 (\$168,000), with the City Manager being authorized to administratively extend the Agreement for an additional twelve-month period, for the monthly amount of \$7000.00 from September 1, 2026 through August 31, 2027 for a total amount of EIGHTY-FOUR THOUSAND DOLLARS AND NO/00 (\$84,000).

**BACKGROUND / DISCUSSION:**

The El Paso Fire Department provides basic and advanced life support service for the citizens of El Paso; and the state-of-the art delivery of basic and advanced life support by Texas State Certified Paramedics and Emergency Medical Technicians (EMTs) requires intravenous administration of emergency resuscitative drugs, the performance of sophisticated technical emergency and basic life support procedures, as well as intravenous catheterizations, electrical defibrillations and other invasive procedures. Texas Health and Safety Code Title 9, Subtitle B, Chapter 773, Emergency Medical Services, Subchapter A, Section 773.007 states that the provision of advanced life support must be under medical supervision and a licensed physician's control, and that the provision of basic life support may be under medical supervision and a licensed physician's control. Contractor is a physician capable of performing the duties of the Medical Director as governed by Texas Administrative Code, Title 22, Part 9, Chapter 197 Rule 197.3 "Off-line Medical Director." Contractor has been appointed as the Medical Director by the Fire Chief of the El Paso Fire Department, and it is necessary and appropriate for the City to enter into this Agreement with Contractor to set the compensation and establish such other necessary and appropriate provisions for the Contractor's services during the term of this Agreement.

The contractor was provided a Disclosure of Campaign contributions and donations form.

**PRIOR COUNCIL ACTION:** August 31, 2021

**AMOUNT AND SOURCE OF FUNDING:** N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Fire Department

**SECONDARY DEPARTMENT:**

\*\*\*\*\*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 Public Safety Departments provide basic and advanced life support service for the citizens of El Paso; and

**WHEREAS**, the Texas Health and Safety Code Section 773.007 states that the provision of advanced life support must be under medical supervision and a licensed physician's control, and that the provision of basic life support may be under medical supervision and a licensed physician's control; and

**WHEREAS**, Dr. Russell A. Baker (“Dr. Baker”), is a physician capable of performing the duties of the Medical Director as governed by Texas Administrative Code, Title 22, Part 9, Chapter 197 Rule 197.3 "Off-line Medical Director."; and

**WHEREAS**, Dr. Baker has been appointed as the Medical Director by the Fire Chief of the El Paso Fire Department; and

**WHEREAS**, City Council also seeks to receive Medical Director services from Dr. Baker from September 1, 2024, and ending on August 31, 2026.

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

**THAT** the City Manager, be authorized to sign an Independent Contractor Agreement (the “Agreement”) between the City of El Paso, Texas (“City of El Paso”) and **Dr. Russell N. Baker** for the latter to provide Medical Director services to the emergency medical staff of the City of El Paso, for the monthly amount of \$7000.00 from September 1, 2024 through August 31, 2026, for a total amount of ONE HUNDRED AND SIXTY-EIGHT THOUSAND DOLLARS AND NO/100 (\$168,000), with the City Manager being authorized to administratively extend the Agreement for an additional twelve-month period, for the monthly amount of \$7000.00 from



September 1, 2026 through August 31, 2027 for a total amount of EIGHTY-FOUR THOUSAND DOLLARS AND NO/00 (\$84,000).

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**THE CITY OF EL PASO:**

**ATTEST:**

\_\_\_\_\_  
Oscar Leeser, Mayor

\_\_\_\_\_  
Laura Prine, City Clerk

**APPROVED AS TO FORM:**

*Karla Saenz*  
\_\_\_\_\_  
Karla Saenz  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*[Signature]*  
\_\_\_\_\_  
Jonathan P. Killings, Fire Chief  
El Paso Fire Department



STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is made this \_\_\_\_ of August, 2024, between the **CITY OF EL PASO**,  
(the "City") and Dr. Russell A. Baker (the "Contractor").)

**WITNESSETH:**

**WHEREAS**, the El Paso Fire Department provides basic and advanced life support service  
for the citizens of El Paso; and

**WHEREAS**, the state-of-the art delivery of basic and advanced life support by Texas State  
Certified Paramedics and Emergency Medical Technicians (EMTs) requires intravenous  
administration of emergency resuscitative drugs, the performance of sophisticated technical  
emergency and basic life support procedures, as well as intravenous catheterizations, electrical  
defibrillations and other invasive procedures; and

**WHEREAS**, Texas Health and Safety Code Title 9, Subtitle B, Chapter 773, Emergency  
Medical Services, Subchapter A, Section 773.007 states that the provision of advanced life support  
must be under medical supervision and a licensed physician's control, and that the provision of basic  
life support may be under medical supervision and a licensed physician's control; and

**WHEREAS**, Contractor is a physician capable of performing the duties of the Medical  
Director as governed by Texas Administrative Code, Title 22, Part 9, Chapter 197 Rule 197.3  
"Off-line Medical Director."; and

**WHEREAS**, Contractor has been appointed as the Medical Director by the Fire Chief of  
the El Paso Fire Department; and

**WHEREAS**, it is necessary and appropriate for the City to enter into this Agreement with  
Contractor to set the compensation and establish such other necessary and appropriate provisions for  
the Contractor's services during the term of this Agreement.



**NOW, THEREFORE,** the City and Contractor do hereby mutually agree as follows:

1. **DUTIES AND RESPONSIBILITIES OF CONTRACTOR:** Contractor will provide medical consulting, training and advisory services to the City of El Paso Public Safety Departments and shall be directly responsible to the Chief of the El Paso Fire Department for the performance of services specified herein in the terms of this contract.

2. **TERM OF CONTRACT:** The term of this Agreement shall be valid commencing September 1, 2024, and ending on August 31, 2026, with the City Manager having the authority to administratively extend the Agreement for an additional twelve-month period without the need to seek Council approval, by giving written notice to the Contractor not less than thirty (30) days prior to the date upon which this Agreement would otherwise terminate. Written notice shall be provided as set forth in this contract.

3. **SCOPE OF SERVICES:** Contractor shall provide the services outlined in the attached scope of duties and job specification. Contractor shall coordinate at reasonable times with the Deputy Chief of the El Paso Fire Department Community Health Division on all issues relating to the provision of medical services being provided by the City of El Paso.

4. **COMPENSATION AND METHOD OF PAYMENT:** Contractor shall be compensated in the amount of SEVEN THOUSAND DOLLARS AND NO/100 (\$7,000) per month, during the term of the Agreement, including any extension. The combined total compensation amount for the initial two-year term of this Agreement, excluding any extension, shall not exceed a total of ONE HUNDRED AND SIXTY-EIGHT THOUSAND DOLLARS AND NO/100 (\$168,000). If the Agreement is extended, Contractor's total compensation amount for the extension period term shall not exceed a total of EIGHTY-FOUR THOUSAND DOLLARS AND NO/100 (\$84,000). This is a part-time position and is not exclusive. The City will not pay any fringe benefits.



Contractor understands that as an independent contractor, taxes will not be withheld from the Contractor's payment, and consequently Contractor assumes all liability for payment of taxes on his earnings.

5. LOCATION OF PERFORMANCE: The place where such services are to be performed is the City of El Paso, State of Texas, or as otherwise necessary in conjunction with the performance of Contractor's statutorily required duties.

6. OWNERSHIP OF DOCUMENTS: All documents developed by Contractor under this Agreement shall be delivered to the City by said Contractor upon completion of the services required pursuant to paragraph 3 hereof and shall become the property of the City, without restriction or limitation on its use. Contractor agrees that all documents maintained and generated pursuant to this contractual relationship between the City and Contractor shall be subject to all provisions of the Texas Public Records Act. It is further understood by and between the parties that any information, writings, maps, contract documents, reports or any other matter whatsoever which is given by the City to Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by Contractor for any other purposes whatsoever without the written consent of the City.

7. AUDIT RIGHTS: The City reserves the right to audit the records of Contractor, relating to this Agreement, at any time during the performance of this Agreement and for a period of one (1) year after final payment is made under this Agreement. Such audit shall be conducted at such time and in such matter so as to cause the least amount of disruption to Contractor's normal business activities.

8. INDEPENDENT CONTRACTOR RELATIONSHIP: Nothing herein shall be construed as creating the relationship of employer and employee between the parties. Neither the



City nor its agent the El Paso Fire Department shall be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract, unless otherwise herein authorized.

9. PROOF OF LAWFUL WORK STATUS: Contractor agrees to comply with the Immigration Reform and Control Act. The parties agree that all necessary forms or documents including Form I-9 for the purpose of providing proof of United States citizenship of Contractor's lawful residency and work status will be provided to the City at the time that this Agreement is executed.

10. INSURANCE: Contractor agrees to carry his own professional liability insurance and to provide proof of such insurance to the El Paso Fire Department prior to commencement of his services as Medical Director. The City agrees to provide up to TWELVE THOUSAND DOLLARS AND NO/100 DOLLARS (\$12,000) per year towards such insurance coverage. Contractor agrees to invoice the City for such amount yearly. The policy shall list the City of El Paso, as an additional insured. Said professional liability insurance policy limits shall be in accordance with the accepted standards of the local medical community, but in no event, less than in an amount of ONE MILLION DOLLARS AND NO/100 DOLLARS (\$1,000,000) combined single limit for injury or death to one or more persons, whichever amount is greater. Contractor will be responsible for the tail end coverage.

Contractor shall maintain said insurance with a solvent insurance company authorized to do business in Texas. Contractor shall file a copy of the policy binder and a certificate of insurance with the City within ten (10) days of execution of this Agreement. Such policy or certificate shall provide that the insurance cannot be canceled and that the amount of coverage cannot be decreased without thirty (30) days prior written notice to the City.



11. INDEMNIFICATION: As a condition of the granting of this Agreement, the Contractor will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR CONTRACTOR'S SERVICES AS MEDICAL DIRECTOR ONLY TO THE EXTENT COVERED BY CONTRACTOR'S PROFESSIONAL LIABILITY INSURANCE POLICY. Without modifying the Contractor's obligation to preserve and assert any defense available to the City, the City will promptly forward to the Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

12. LAW GOVERNING CONTRACT: For purposes of determining the place of the Agreement and the law governing the same, it is agreed that this Agreement is entered into in the City of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.

13. TERMINATION: The City retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to



City. In that event, notice of termination of this Agreement shall be in writing to Contractor, who shall be paid for those services performed prior to the date of its receipt of the notice of termination. In no case, however, will City pay Contractor an amount in excess of the total sum provided by this Agreement. It is hereby understood by and between the City and Contractor that any payment made herein to Contractor shall be made only if said Contractor is not in default under the terms of this Agreement. If Contractor is in default, the City shall first deliver written notice of such default to Contractor. Contractor shall have a period of thirty (30) days within which to cure such default or if such cure cannot be completed within such period, Contractor shall have a reasonable period within which to commence and complete such cure before Contractor is determined to be in default. Contractor may terminate this agreement, without cause, within thirty (30) days prior written notice.

14. CONTINGENCY CLAUSE: Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and for change in regulations. In such event, Contractor shall be entitled to terminate this Agreement immediately upon written notice to the City.

15. NOTICES: Notices required herein shall be either hand-delivered or mailed, postage pre-paid, to the following addresses:

CITY: City of El Paso  
El Paso Fire Department  
Attn: Chief Jonathan P. Killings  
416 N. Stanton, Suite 200  
El Paso, Texas 79901

CONTRACTOR: Dr. Russell A. Baker  
4801 Alberta, B3200  
El Paso, Texas 79905



16. ENTIRE AGREEMENT: This Agreement constitutes and expresses entire agreement between the parties in reference to the services of the Contractor for the City of El Paso, and to any of the matters herein provided for, or hereinbefore discussed or mentioned in reference to the hiring of such services, all promises, representations and understandings relative thereto herein being merged.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF EL PASO

\_\_\_\_\_  
Cary Westin  
Interim City Manager

\_\_\_\_\_  
Dr. Russell A. Baker

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Karla Saenz  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jonathan P. Killings, Fire Chief  
El Paso Fire Department





## City of El Paso Medical Director

**CLASS CODE** U9701

**ESTABLISHED DATE** May 02, 2010

**REVISION DATE** September 10, 2023

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### Minimum Qualifications

Education and Experience: Graduation from a college or university accredited by the American Medical Association with a Doctor of Medicine or Doctor of Osteopathic Medicine degree. Must be a physician licensed in the State of Texas and be familiar with the Medical Practice Act and the Texas Medical Board rules regarding Emergency Medical Service (EMS) at Title 22 of the Texas Administrative Code (TAC), Chapter 197, with the Department of State Health Services, EMS statute at Chapter 773 of the Texas Health and Safety Code, and with EMS rules at Title 25 TAC, Chapter 157. Must have experience in the evaluation and management of acutely ill and injured patients in the out-of-hospital environment.

Licenses and Certificates: Texas Class "C" Driver's License or equivalent from another state.

### General Purpose

Responsible for clinical oversight of pre-hospital treatment rendered by the City of El Paso Emergency Medical Services System and public safety personnel currently practicing under the physician license of the Medical Director. Responsible for performing professional level work in planning and training activities and programs with health and medical components; providing direction for fire service medical issues; providing medical consultation to major support functions; and providing on-scene medical oversight and patient care on selected incidents.

### Typical Duties

In consultation with the Fire Chief or his designee, provides medical oversight and expertise to EMS Operations, to include providing medical oversight and information to planning and operations personnel.

Responsible for all aspects of patient care to ensure maintenance of accepted standards of EMS medicine practice. This includes credentialing of certified and licensed emergency medical technicians and nurses employed by City of El Paso Public Safety departments, as well as the responsibility to recommend suspension or local decertification of any City of El Paso Public Safety Personnel and report the incident to the Texas Department of State Health Services. Define scope of responsibility to credentialed emergency medical technicians and nurses and provide policy and procedures authority for control of medical services provided at the scene of a medical emergency.

Assist the Fire Chief or his designee on all training topics with EMS, medical and health components; provides medical oversight and assists Nurse/Educators with EMS education curriculum development; provides direct EMS classroom and skills instruction and indirect education and briefings.

Provide medical oversight and expertise to Continuous Quality Improvement (CQI) programs by reviewing and analyzing EMS effectiveness, system trends, and needs in an effort to ensure EMS system excellence; develop and



assist in the formulation of policies and procedures; and participate in call reviews with nurse/educators, firefighter/paramedics, and firefighter/Emergency Medical Technicians (EMT); Police/EMTs, Police/Paramedics assist in problem solving in field clinical decision making. Conduct system audits and quality assurance of programs. Develop, implement, and monitor management of patient care, incidents of complaints, and deviations from established protocols.

Assists Fire Chief or his designee with decisions involving risk assessment, post exposure prophylaxis and treatment of occupational infectious disease exposures; assists Risk Management/Safety Officer with medical and health components of Occupational Safety and Health Administration,(OSHA) Respiratory Protection Standard; provides input to Safety Committee with regard to firefighter safety and health issues.

Provides guidance and information to the Hazardous Materials Response Team and Special Operations Division on issues of environmental and clinical toxicology in administration, planning, training and operations.

Serves as a liaison with medical directors and administrators of the City Health Department, EMS providers, base hospitals, regional trauma centers, paramedic receiving hospitals, acute care facilities, paramedic training institutions and professional medical groups; attends EMS administrative and oversight committee meetings. Serves as a liaison with various local, regional, state and national medical communities regarding emergency medical service system by reviewing and responding to community needs.

Assists Communications/911District on Emergency Medical Dispatch (EMD) training, education and CQI; is liaison with Communications/911District administration on issues of medical dispatch strategies and pre-arrival instructions.

Assists Public Information Officer (PIO) as a technical specialist on emergency services medical and health issues.

Please Note:

The above duties are intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department. The Medical Director must meet requirements of the Texas Administrative Code, Title 22, Part 22, Part 9, Chapter 197 Rule 197.3 "Off-line Medical Director."

### **Knowledge, Skills, and Abilities**

- Application of considerable knowledge of the principles and practices of pre-hospital care.
- Application of considerable knowledge of the practices and principals of leadership, management and supervision.
- Application of considerable knowledge of Incident Command practices and principals.
- Application of some knowledge of City of El Paso, local, state and federal laws pertaining to pre hospital care
- Application of some knowledge of City of El Paso inter local agreements.
- Application of some knowledge of City of El Paso EMS Clinical Practice System Standards of Care and System Credentialing process.



- Application of some knowledge of radio and personal communications equipment use and application.
- Knowledge of computer aided dispatch systems, their use and application.
- Skill in establishing and maintaining good working relationships with support agencies.
- Skill in the application of training, supervisory and management practices.
- Skill in technical writing.
- Skill in operations forecasting and grand strategy design and implementation.
- Skill in communicating effectively with various customers including patients, EMS personnel, City of El Paso boards and commissions, executives, managers, personnel, and general public.
- Skill in establishing and maintaining effective working relationships with patients, EMS personnel, City of El Paso boards and commissions, executives, managers, personnel, and general public.
- Ability to handle conflicts and provide resolutions

#### **Classification Status**

*(HR 05/03/2010), (HR 10/18/10), (HR 5/11/2021), (HR 07/09/2021), (HR 09/10/23)*



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

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## Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "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:  7/1/2024





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

---

**File #: 24-916, Version: 1**

---

### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**Districts 2, 3, 4, 7, 8**

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

#### **AGENDA LANGUAGE:**

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

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



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

**AGENDA DATE:** July 16, 2024

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Nicholas Ybarra, (915) 212-6000

**DISTRICT(S) AFFECTED:** 2, 3, 4, 7, 8

**STRATEGIC GOAL:** Goal 3 – Promote the Visual Image of El Paso

**SUBGOAL:**

**SUBJECT:**

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

**BACKGROUND / DISCUSSION:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Environmental Services Department

**SECONDARY DEPARTMENT:**

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



---

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



# ATTACHMENT A

## SOLID WASTE LIENS

July 16, 2024

Address	Owner of Record	Amount	District
736 FELIZ RD	TORRES, MIGUEL A & ELVIA I	\$691.00	2
252 VAL VERDE ST	HERNANDEZ, BELEN S	\$766.00	2
5951 GRIEMS CT	MENA MARIA ELENA	\$618.00	2
3700 KELTNER AVE	DOMINGUEZ LEO G	\$405.00	2
1820 ALABAMA ST	ODOM INVESTMENTS INC	\$426.25	2
1500 HONEYSUCKLE DR	AVANZA SOLUTIONS LLC	\$372.50	3
10233 BAYO AVE	ONTIVEROS JESUS A	\$869.50	3
10200 BAYO AVE	MEDRANO VANESSA	\$464.00	3
8225 CATALPA LN	MARTINEZ VINCENT A & BELINDA J	\$440.50	3
7339 WISTERIA AVE	SOSA GREGORIO V	\$678.00	3
5829 CHIPPENDALE AVE	ALDRICH, JOSEPH M	\$421.50	4
5340 ISAIAS AVALOS LN	LEE BRANDON M & SZCZERBA ROBYN M	\$333.50	4
7356 O'DELL LN	THIGPEN HORTENSE	\$2,968.50	4
1731 ROBERT WYNN DR	MARTINEZ HECTOR A	\$354.00	7
208 WARD ST	VASQUEZ, ROBERTO	\$404.00	8
1407 MONTANA AVE	LEE, JOHN	\$569.00	8
2009 MAGOFFIN AVE	FRESE JOSEPH E	\$332.00	8



## **RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, TORRES, MIGUEL A & ELVIA 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:

736 Feliz Rd, more particularly described as Lot 20, Block 31,  
CLARDY FOX Subdivision, City of El Paso, El Paso County,  
Texas, PID #C622-999-0310-5800

to be \$691.00, 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 17<sup>th</sup> 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 SIX HUNDRED NINETY ONE AND 00/100 DOLLARS (\$691.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

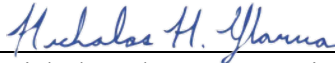
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

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

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

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

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

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

to be \$766.00, 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 7<sup>th</sup> 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 SEVEN HUNDRED SIXTY SIX AND 00/100 DOLLARS (\$766.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
*Leslie B. Jean-Pierre*  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Nicholas H. Ybarra*  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

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

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

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

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

5951 Griems Ct, more particularly described as 120 FT OF S 135  
OF 10 (16200 SQ FT), Block B, Collingsworth W Subdivision, City  
of El Paso, El Paso County, Texas, PID #C730-999-000B-1800

to be \$618.00, 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 25<sup>th</sup> day of August, 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 EIGHTEEN AND 00/100 DOLLARS (\$618.00) to be a lien on the above described property, said amount being due and payable within ten (10)



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

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

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

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

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

3700 Keltner Ave, more particularly described as Lots 9 & 10 W  
2.89 FT 11 (6706.80 SQ FT), Block 73-A, LOGAN HEIGHTS  
Subdivision, City of El Paso, El Paso County, Texas, PID #L447-  
999-073A-4200

to be \$405.00, 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 3<sup>rd</sup> 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 FOUR HUNDRED FIVE AND 00/100 DOLLARS (\$405.00) to be a lien on the above described property, said amount being due and payable within ten (10) days



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

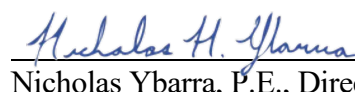
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

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

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

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

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

1820 Alabama St, more particularly described as Lots 8 & 9 & 11  
TO 16 & 27 32 & W 5' OF (10 & 26)& CLSD ALLEY BTWN  
(46300.00 SQ FT), Block 76, HIGHLAND PARK Subdivision, City  
of El Paso, El Paso County, Texas, PID #H453-999-0760-8900

to be \$426.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19<sup>TH</sup> 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 TWENTY SIX AND 25/100 DOLLARS (\$426.25) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

\_\_\_\_\_  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

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

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

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

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

1500 Honeysuckle Dr, more particularly described as Lot 6(6357.50 SQ FT), Block 15, CIELO VISTA PARK Subdivision, City of El Paso, El Paso County, Texas, PID #C518-999-0150-1100

to be \$372.50, 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 18<sup>th</sup> 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 SEVENTY TWO AND 50/100 DOLLARS (\$372.50) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF EL PASO:

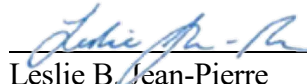
\_\_\_\_\_  
Oscar Leeser  
Mayor

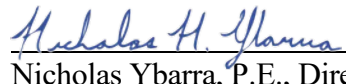
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

  
\_\_\_\_\_  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

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

10233 Bayo Ave, more particularly described as Lot 24 (7446 SQ FT), Block 5, Villa Lago Subdivision, City of El Paso, El Paso County, Texas, PID #V832-999-0050-7000

to be \$869.50, 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 11<sup>TH</sup> 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 SIXTY NINE AND 50/100 DOLLARS (\$869.50) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Leslie B. Jean-Pierre*  
Leslie B. Jean-Pierre  
Assistant City Attorney

\_\_\_\_\_  
*Nicholas H. Ybarra*  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, MEDRANO VANESSA, 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:

10200 Bayo Ave, more particularly described as Lot 1, Block 9,  
Villa Lago Subdivision, City of El Paso, El Paso County, Texas, PID  
#V832-999-0090-0100

to be \$464.00, 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 4<sup>TH</sup> 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 FOUR AND 00/100 DOLLARS (\$464.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor


ATTEST:

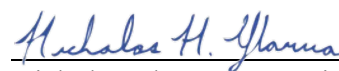
Type text here

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

\_\_\_\_\_  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

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

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

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

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

8225 Catalpa Ln, more particularly described as Lot 15, Block 56,  
Cielo Vista Park Subdivision, City of El Paso, El Paso County,  
Texas, PID #C518-999-0560-4300

to be \$440.50, 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 11<sup>th</sup> 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 FORTY AND 50/100 DOLLARS (\$440.50) to be a lien on the above described property, said amount being due and payable within ten (10) days



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
*Leslie B. Jean-Pierre*  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Nicholas H. Ybarra*  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, SOSA GREGORIO V, 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:

7339 Wisteria Ave, more particularly described as Lot 10, Block 12,  
Cedar Grove Park Subdivision, City of El Paso, El Paso County,  
Texas, PID #C301-999-0120-2800

to be \$678.00, 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 15<sup>TH</sup> 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 SEVENTY EIGHT AND 00/100 DOLLARS (\$678.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF EL PASO:


\_\_\_\_\_  
Oscar Leeser  
Mayor

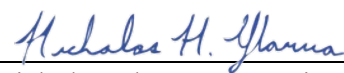
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

\_\_\_\_\_  
  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, ALDRICH, JOSEPH 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:

5829 Chippendale Ave, more particularly described as Lot 1, Block 7, NORTHTOWNE VILLAGE #1 RPL A Subdivision, City of El Paso, El Paso County, Texas, PID #N490-999-0070-0150

to be \$421.50, 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 9<sup>th</sup> 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 FOUR HUNDRED TWENTY ONE AND 50/100 DOLLARS (\$421.50) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF EL PASO:


\_\_\_\_\_  
Oscar Leeser  
Mayor

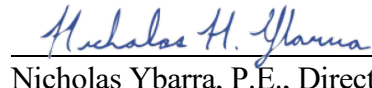
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

\_\_\_\_\_  
  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, LEE BRANDON M & SZCZERBA ROBYN 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:

5340 Isaias Avalos Ln, more particularly described as Lot 3  
(5480.16 SQ FT), Block 31, SANDSTONE RANCH ESTATES #3  
Subdivision, City of El Paso, El Paso County, Texas, PID #S138-  
999-0310-0300

to be \$333.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4<sup>TH</sup> 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 THIRTY THREE AND 50/100 DOLLARS (\$333.50) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF EL PASO:


\_\_\_\_\_  
Oscar Leeser  
Mayor

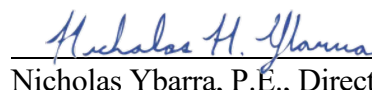
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

  
\_\_\_\_\_  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS           )  
  )  
COUNTY OF EL PASO       )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, THIGPEN HORTENSE, 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:

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

to be \$2,968.50, 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 14<sup>TH</sup> 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 TWO THOUSAND NINE HUNDRED SIXTY EIGHT AND 50/100 DOLLARS (\$2,968.50) to be a lien on the above described property, said amount being due



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF EL PASO:


\_\_\_\_\_  
Oscar Leeser  
Mayor

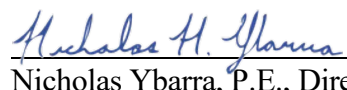
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

  
\_\_\_\_\_  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

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

1731 Robert Wynn Dr, more particularly described as Lot 8 & S  
3.47 FT OF 7 N 3 FT OF 9, Block 180, VISTA DEL SOL #32  
Subdivision, City of El Paso, El Paso County, Texas, PID #V893-  
999-1800-1500

to be \$354.00, 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 20<sup>th</sup> 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 FOUR AND 00/100 DOLLARS (\$354.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

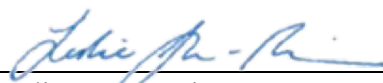
CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

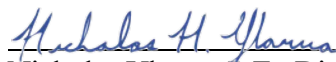
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

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

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

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

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

208 Ward St, more particularly described as Lot 7 (3537 SQ FT),  
Block 76-B, MAGOFFIN Subdivision, City of El Paso, El Paso  
County, Texas, PID #M028-999-076B-4300

to be \$404.00, 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 27<sup>th</sup> 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 FOUR HUNDRED FOUR AND 00/100 DOLLARS (\$404.00) to be a lien on the above described property, said amount being due and payable within ten (10) days



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF EL PASO:


\_\_\_\_\_  
Oscar Leeser  
Mayor

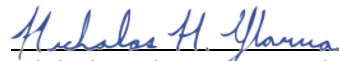
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

  
\_\_\_\_\_  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, LEE, JOHN, 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:

1407 Montana Ave, more particularly described as Lots 7 & 8 & 42  
& 43 (12900 SQ FT), Block 70/71, FRANKLIN HEIGHTS  
Subdivision, City of El Paso, El Paso County, Texas, PID #F607-  
999-0700-1500

to be \$569.00, 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 21<sup>st</sup> day of October, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SIXTY NINE AND 00/100 DOLLARS (\$569.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



## **RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, FRESE JOSEPH 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:

2009 Magoffin Ave, more particularly described as Lot 21 (3000 Sq Ft), Block 32, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-0320-6100

to be \$332.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY TWO AND 00/100 DOLLARS (\$332.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

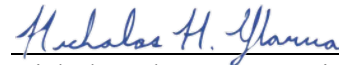
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
Nicholas Ybarra, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



# ATTACHMENT A

## SOLID WASTE LIENS

July 16, 2024

Address	Owner of Record	Amount	District
736 FELIZ RD	TORRES, MIGUEL A & ELVIA I	\$691.00	2
252 VAL VERDE ST	HERNANDEZ, BELEN S	\$766.00	2
5951 GRIEMS CT	MENA MARIA ELENA	\$618.00	2
3700 KELTNER AVE	DOMINGUEZ LEO G	\$405.00	2
1820 ALABAMA ST	ODOM INVESTMENTS INC	\$426.25	2
1500 HONEYSUCKLE DR	AVANZA SOLUTIONS LLC	\$372.50	3
10233 BAYO AVE	ONTIVEROS JESUS A	\$869.50	3
10200 BAYO AVE	MEDRANO VANESSA	\$464.00	3
8225 CATALPA LN	MARTINEZ VINCENT A & BELINDA J	\$440.50	3
7339 WISTERIA AVE	SOSA GREGORIO V	\$678.00	3
5829 CHIPPENDALE AVE	ALDRICH, JOSEPH M	\$421.50	4
5340 ISAIAS AVALOS LN	LEE BRANDON M & SZCZERBA ROBYN M	\$333.50	4
7356 O'DELL LN	THIGPEN HORTENSE	\$2,968.50	4
1731 ROBERT WYNN DR	MARTINEZ HECTOR A	\$354.00	7
208 WARD ST	VASQUEZ, ROBERTO	\$404.00	8
1407 MONTANA AVE	LEE, JOHN	\$569.00	8
2009 MAGOFFIN AVE	FRESE JOSEPH E	\$332.00	8





Legislation Text

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File #: 24-930, Version: 3

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**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

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

**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 7.2 - Enhance regional comprehensive transportation system.

Request that the Managing Director of Purchasing and Strategic Sourcing be authorized to notify Mirador Enterprises, Inc. that the City is terminating Contract No. 2022-0003 Janitorial Services - Fire Facilities and NW Corral for convenience, pursuant to the provisions and requirements of Part 4, Contract Clauses, Article 8, Section A of the contract, and that the termination shall be effective as of July 16, 2024.



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**  
Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000  
K. Nicole Cote, Managing Director (915) 212-1092

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 7 – Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

**SUBJECT:**

Request that the Managing Director of Purchasing and Strategic Sourcing be authorized to notify to Mirador Enterprises, Inc. that the City is terminating Contract No. 2022-0003 Janitorial Services – Fire Facilities and NW Corral for convenience pursuant to the provisions and requirements of Part 4, Article 8, Section A of the agreement and that the termination shall be effective as of July 16, 2024

**BACKGROUND / DISCUSSION:**

The contract is being terminated for convenience, as both the City and the vendor agree it is in their best interests to do so, allowing for a new contract to be bid for competitive pricing.

**SELECTION SUMMARY:**

N/A

**CONTRACT VARIANCE:**

N/A

**PROTEST**

N/A

**PRIOR COUNCIL ACTION:**

On March 29, 2022, City Council approved the award of contract 2022-0003 to Mirador Enterprises, Inc. for an initial term of three (3) years with an option to extend for two (2) years for a total estimated amount of \$588,951.65.

**AMOUNT AND SOURCE OF FUNDING:**

N/A



HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?   X   YES      NO

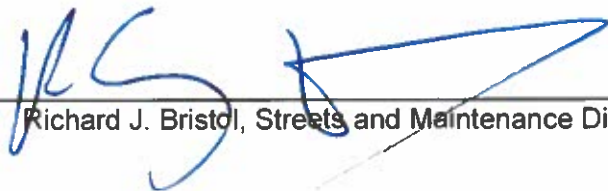
PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

A handwritten signature in blue ink, appearing to read 'RJB', is written over a horizontal line.

Richard J. Bristol, Streets and Maintenance Director



**COUNCIL PROJECT FORM  
(Termination)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **CONSENT AGENDA** for the Council Meeting of **July 16, 2024**

**STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network**

The linkage to the Strategic Plan is subsection 7.3 – Enhance regional comprehensive transportation system.

Request that the Managing Director of Purchasing and Strategic Sourcing be authorized to notify Mirador Enterprises, Inc. that the City is terminating Contract No. 2022-0003 Janitorial Services – Fire Facilities and NW Corral for convenience, pursuant to the provisions and requirements of Part 4, Article 8, Section A of the agreement, and that the termination shall be effective as of July 16, 2024.



## RESOLUTION

**WHEREAS**, on March 29, 2022, the City of El Paso ("City") awarded Contract No. 2022-0003 Janitorial Services – Fire Facilities and NW Corral ("Contract") to the following vendor:

1. Mirador Enterprises, Inc.

**WHEREAS**, pursuant to Part 4 – Contract Clauses, Article 8, Section A of the Contract (Termination for Convenience) the City is authorized to terminate the Contract for convenience; and

**WHEREAS**, the City desires to terminate the Contract for convenience under the provisions of Part 4 – Contract Clauses, Article 8, Section A of the Contract.

**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 notify Mirador Enterprises, Inc. that the City is terminating Contract No. 2022-0003 Janitorial Services – Fire Facilities and NW Corral for convenience, pursuant to the provisions and requirements of Part 4 – Contract Clauses, Article 8, Section A of the Contract, and that the termination shall be effective as of July 16, 2024.

**APPROVED this** \_\_\_\_\_ **day of** \_\_\_\_\_, 2024.


**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Lesser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Oscar Gomez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
K. Nicole Cote, Managing Director  
Purchasing & Strategic Sourcing

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Richard J. Bristol  
Streets and Maintenance Director





Legislation Text

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**File #: 24-942, Version: 1**

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**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 authorizing the City Manager, or designee, on behalf of the City of El Paso as the Local Government, to execute an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to waive, in its entirety, the City of El Paso's local match requirement for the Alps Drive Bridge Replacement Project. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.



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

**AGENDA DATE:** July 16, 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 authorizing the City Manager, or designee, on behalf of the City of El Paso as the Local Government, to execute an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to waive, in its entirety, the City of El Paso's local match requirement for the Alps Drive Bridge Replacement Project. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.

**BACKGROUND / DISCUSSION:**

This project is the replacement of the Alps Drive Bridge from Marie Tobin Dr to Raymond Telles Dr. The scope of work for this bridge replacement project is federally eligible for 100% federal and state funding through the Infrastructure Investment and Jobs Act and the Highway Bridge Replacement and Rehabilitation Program. This amendment waives the City's local match requirement.

**PRIOR COUNCIL ACTION:**

Council approved AFA on December 13, 2022.

**AMOUNT AND SOURCE OF FUNDING:**

Federal & TxDOT

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES \_\_\_ NO**

**PRIMARY DEPARTMENT:** Capital Improvement Department


**SECONDARY DEPARTMENT:**

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

---

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



## **RESOLUTION**

**WHEREAS**, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

**WHEREAS**, the City of El Paso, as the Local Government, owns a bridge located at Alps Drive at Tobin Drainage Ditch, National Bridge Inventory (NBI) Structure Number 240720B02360001, State Control-Section-Job (CSJ) Number 0924-06-655; and

**WHEREAS**, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116073, dated August 31, 2021; and

**WHEREAS**, the State and the City of El Paso executed an Advance Funding Agreement on February 17, 2023 to remedy the bridge at Alps Drive at Tobin Drainage Ditch, requiring a local match from the City of El Paso in the amount of \$31,500.00; and

**WHEREAS**, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP); and

**WHEREAS**, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for CSJ 0924-06-655; and

**WHEREAS**, any non-eligible items of work will be paid by the City of El Paso as the Local Government; and

**WHEREAS**, the State and the City of El Paso wish to amend the Advance Funding Agreement executed on February 17, 2023, to waive, in its entirety, the City of El Paso's local match requirement.

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

That the City of El Paso, as the Local Government, approves the execution of an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to waive, in its entirety, the City of El Paso's local match requirement. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.

(Signatures begin on the following page)



**APPROVED** this the \_\_\_\_ day of \_\_\_\_\_ 2024.


**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeson  
Mayor

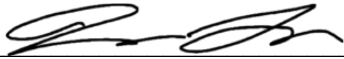
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Joaquin Rodriguez, AICP  
CID Grant Funded Program Director





# MEMO

May 28, 2024

**To:** Graham Bettis, P.E.  
Bridge Division

**From:** Victoria Villarreal  
El Paso District

DocuSigned by:  
*Victoria Villarreal*  
A2A1A9DD2D9B47F...

**Subject:** Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System  
CSJ: 0924-06-655; Amendment #: 1  
Local Government: City of El Paso

---

The following information relates to the above referenced Bridge AFA:

1. Number of original counterparts for execution attached: 1
2. This standard Bridge Agreement Amendment ~~has~~ **has not** been modified. (circle one)
3. If modified, date of Bridge approval: N/A
4. Modifications made are as follows: N/A

Approval of this contract is requested.

Attachment



TxDOT:				NBI Structure #	240720B023600001
CCSJ #		AFA ID	Z00003007	Federal Highway Administration:	
AFA CSJs	0924-06-655			CFDA No.	20.205
District #	24	Code Chart 64#	13400	CFDA Title	Highway Planning and Construction
Project Name	ALPS Drive Bridge Replacement			AFA Not Used For Research & Development	

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT AMENDMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**AMENDMENT # 1**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the “State”, and **City of El Paso**, acting by and through its duly authorized officials, called the “Local Government.”

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed an agreement on **February 17, 2023**; and,

**WHEREAS**, it has become necessary to amend that agreement;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**1. Description of Amended Items**

**Item A** - Article 13, Local Project Sources and Uses of Funds, Paragraph K is deleted in its entirety and replaced with:

The Local Government funding participation responsibilities include ROW Acquisition, Utility Relocation, and any additional requested work by the LG above what is eligible for Category 6 funding, except when the Project is terminated before completion at the request of the Local Government, as addressed in the Termination provision of this Agreement

**Item B** - Article 13, Local Project Sources and Uses of Funds, Paragraph M is deleted in its entirety and replaced with:



TxDOT:				NBI Structure #	240720B023600001
CCSJ #		AFA ID	Z00003007	Federal Highway Administration:	
AFA CSJs	0924-06-655			CFDA No.	20.205
District #	24	Code Chart 64#	13400	CFDA Title	Highway Planning and Construction
Project Name	ALPS Drive Bridge Replacement			<i>AFA Not Used For Research &amp; Development</i>	

Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP), do not require local participation for costs eligible for federal funding. For IIJA and HBRRP funded projects, adjustments to the typical local participation as provided by Texas Transportation Code Section 222.053 do not apply.

**Item C** - Article 14, Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation Waived Projects (PWP) is deleted in its entirety and replaced with:

**Article 14. Local Government Contribution is waived for this CSJ.**

Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) and the Highway Bridge Replacement and Rehabilitation Program (HBRRP) do not require local participation for costs eligible for federal funding for attachment B to be required with Attachment B-1. Attachment to be replaced with B-1.

**Item D** - Attachment C, Estimate of Direct Costs, is deleted in its entirety and replaced with Attachment C-1 of this amendment.

**Item E** - Attachment D, Resolution or Ordinance of Local Government is modified with Attachment D-1 of this amendment.

**2.** All other provisions of the original contract are unchanged and remain in full force and effect.



<b>TxDOT:</b>				<b>NBI Structure #</b>	<b>240720B023600001</b>
<b>CCSJ #</b>		<b>AFA ID</b>	<b>Z00003007</b>	<b>Federal Highway Administration:</b>	
<b>AFA CSJs</b>	<b>0924-06-655</b>			<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>24</b>	<b>Code Chart 64#</b>	<b>13400</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>ALPS Drive Bridge Replacement</b>			<b>AFA Not Used For Research &amp; Development</b>	

### 3. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

### THE LOCAL GOVERNMENT

#### THE CITY OF EL PASO


By: \_\_\_\_\_  
Dionne Mack for Interim City Manager, Col. Cary Westin

\_\_\_\_\_  
Date

#### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Joaquin Rodriguez, AICP  
CID Grant Funded Program Director

#### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

### THE STATE OF TEXAS

\_\_\_\_\_  
Graham Bettis, P.E.  
Bridge Division Director  
Texas Department of Transportation

\_\_\_\_\_  
Date







TxDOT:				NBI Structure #	240720B02360001
CCSJ #		AFA ID	Z00003007	Federal Highway Administration:	
AFA CSJs	0924-06-655			CFDA No.	20.205
District #	24	Code Chart 64#	13400	CFDA Title	Highway Planning and Construction
Project Name	ALPS Drive Bridge Replacement			AFA Not Used For Research & Development	

## ATTACHMENT C-1 ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) \$175,000.00	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation – WAIVED BY TxDOT		\$0
Construction	\$700,000.00	
Engineering and Contingency (E&C)	\$175,000.00	
The Sum of Construction and E&C	(2) \$875,000.00	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation – WAIVED BY TxDOT		\$0
Amount of Advance Funds Paid by Local Government *		\$0
Amount of Advance Funds to be Paid by Local Government *		\$0
Balance of Local Government Participation which is to be Waived where the Project is a PWP		\$0
Total Project Direct Cost	(1+2) \$ 1,050,000.00	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown  
on Attachment B-1. \_\_\_\_\_ \$ 0 \_\_\_\_\_





Legislation Text

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File #: 24-943, Version: 1

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**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 2**

Capital Improvement Department, 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 authorizing the City Manager, or designee, on behalf of the City of El Paso as the Local Government, to execute an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to waive, in its entirety, the City of El Paso's local match requirement for the Concepcion Street Bridge Replacement Project. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** N/A  
**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Joaquin Rodriguez, (915) 212-0065  
**DISTRICT(S) AFFECTED:** 2  
**STRATEGIC GOAL:** No.7: Enhance and Sustain El Paso's Infrastructure Network  
**SUBGOAL:** N/A

**SUBJECT:**

A Resolution authorizing the City Manager, or designee, on behalf of the City of El Paso as the Local Government, to execute an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to waive, in its entirety, the City of El Paso's local match requirement for the Concepcion Street Bridge Replacement Project. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.

**BACKGROUND / DISCUSSION:**

This project is the replacement of the Concepcion Street Bridge from Alameda Ave to Paisano Dr. The scope of work for this bridge replacement project is federally eligible for 100% federal and state funding through the Infrastructure Investment and Jobs Act and the Highway Bridge Replacement and Rehabilitation Program. This amendment waives the City's local match requirement.

**PRIOR COUNCIL ACTION:**

Council approved AFA on December 13, 2022.

**AMOUNT AND SOURCE OF FUNDING:**

Federal & TxDOT

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES \_\_\_ NO**

**PRIMARY DEPARTMENT:** Capital Improvement Department

**SECONDARY DEPARTMENT:**

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



---

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



## **RESOLUTION**

**WHEREAS**, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

**WHEREAS**, the City of El Paso, as the Local Government, owns a bridge located at Concepcion Street at Franklin Canal, National Bridge Inventory (NBI) Structure Number 240720B15843001, State Control-Section-Job (CSJ) Number 0924-06-656; and

**WHEREAS**, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116073, dated August 31, 2021; and

**WHEREAS**, the State and the City of El Paso executed an Advance Funding Agreement on February 6, 2023 to remedy the bridge at Concepcion Street at Franklin Canal, requiring a local match from the City of El Paso in the amount of \$56,250.00; and

**WHEREAS**, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP); and

**WHEREAS**, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for CSJ 0924-06-656; and

**WHEREAS**, any non-eligible items of work will be paid by the City of El Paso as the Local Government; and

**WHEREAS**, the State and the City of El Paso wish to amend the Advance Funding Agreement executed February 6, 2023, to waive, in its entirety, the City of El Paso's local match requirement.

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

**THAT** the City of El Paso, as the Local Government, approves the execution of an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to waive, in its entirety, the City of El Paso's local match requirement. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.

(Signature page begins on the following page)



**APPROVED** this the \_\_\_\_ 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:**

  
\_\_\_\_\_  
Joaquín Rodríguez, AICP  
CID Grant Funded Program Director





# MEMO

May 29, 2024

**To:** Graham Bettis, P.E.  
Bridge Division

**From:** Victoria Villarreal  
El Paso District

**Subject:** Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System  
CSJ: 0924-06-656; Amendment #: 1  
Local Government: City of El Paso

---

The following information relates to the above referenced Bridge AFA:

1. Number of original counterparts for execution attached: 1
2. This standard Bridge Agreement Amendment ~~has~~ has not been modified. (circle one)
3. If modified, date of Bridge approval: N/A
4. Modifications made are as follows: N/A

Approval of this contract is requested.

Attachment



TxDOT:				NBI Structure #	240720B15843001
CCSJ #		AFA ID	Z00003008	Federal Highway Administration:	
AFA CSJs	0924-06-656			CFDA No.	20.205
District #	24	Code Chart 64#	13400	CFDA Title	Highway Planning and Construction
Project Name	Concepcion Street Bridge Replacement			AFA Not Used For Research & Development	

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT AMENDMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**AMENDMENT # 1**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the “State”, and **City of El Paso**, acting by and through its duly authorized officials, called the “Local Government.”

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed an agreement on **February 6, 2023**; and,

**WHEREAS**, it has become necessary to amend that agreement;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**1. Description of Amended Items**

**Item A** - Article 13, Local Project Sources and Uses of Funds, Paragraph K is deleted in its entirety and replaced with:

The Local Government funding participation responsibilities include ROW Acquisition, Utility Relocation, and any additional requested work by the LG above what is eligible for Category 6 funding, except when the Project is terminated before completion at the request of the Local Government, as addressed in the Termination provision of this Agreement

**Item B** - Article 13, Local Project Sources and Uses of Funds, Paragraph M is deleted in its entirety and replaced with:



TxDOT:				NBI Structure #	240720B15843001
CCSJ #		AFA ID	Z00003008	Federal Highway Administration:	
AFA CSJs	0924-06-656			CFDA No.	20.205
District #	24	Code Chart 64#	13400	CFDA Title	Highway Planning and Construction
Project Name	Concepcion Street Bridge Replacement			AFA Not Used For Research & Development	

Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP), do not require local participation for costs eligible for federal funding. For IIJA and HBRRP funded projects, adjustments to the typical local participation as provided by Texas Transportation Code Section 222.053 do not apply.

**Item C** - Article 14, Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation Waived Projects (PWP) is deleted in its entirety and replaced with:

**Article 14. Local Government Contribution is waived for this CSJ.**

Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) and the Highway Bridge Replacement and Rehabilitation Program (HBRRP) do not require local participation for costs eligible for federal funding for attachment B to be required with Attachment B-1. Attachment B to be replaced with B-1.

**Item D** - Attachment C, Estimate of Direct Costs, is deleted in its entirety and replaced with Attachment C-1 of this amendment.

**Item E** - Attachment D, Resolution or Ordinance of Local Government is modified with Attachment D-1 of this amendment.

**2.** All other provisions of the original contract are unchanged and remain in full force and effect.



<b>TxDOT:</b>				<b>NBI Structure #</b>	<b>240720B15843001</b>
<b>CCSJ #</b>		<b>AFA ID</b>	<b>Z00003008</b>	<b>Federal Highway Administration:</b>	
<b>AFA CSJs</b>	<b>0924-06-656</b>			<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>24</b>	<b>Code Chart 64#</b>	<b>13400</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Concepcion Street Bridge Replacement</b>			<b>AFA Not Used For Research &amp; Development</b>	

### 3. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

### THE LOCAL GOVERNMENT THE CITY OF EL PASO


By: \_\_\_\_\_  
Dionne Mack for Interim City Manager, Col. Cary Westin

\_\_\_\_\_  
Date

#### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Joaquin Rodriguez, AICP  
CID Grant Funded Program Director

#### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

### THE STATE OF TEXAS

\_\_\_\_\_  
Graham Bettis, P.E.  
Bridge Division Director  
Texas Department of Transportation

\_\_\_\_\_  
Date







TxDOT:				NBI Structure #	240720B15843001
CCSJ #		AFA ID	Z00003008	Federal Highway Administration:	
AFA CSJs	0924-06-656			CFDA No.	20.205
District #	24	Code Chart 64#	13400	CFDA Title	Highway Planning and Construction
Project Name	Concepcion Street Bridge Replacement			AFA Not Used For Research & Development	

## ATTACHMENT C-1 ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	(1) 312,500.00	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation – WAIVED BY TxDOT		\$0
Construction	\$ 1,250,000.00	
Engineering and Contingency (E&C)	\$ 312,500.00	
The Sum of Construction and E&C	(2) \$1,562,500.00	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation – WAIVED BY TxDOT		\$0
Amount of Advance Funds Paid by Local Government *		\$0
Amount of Advance Funds to be Paid by Local Government *		\$0
Balance of Local Government Participation which is to be Waived where the Project is a PWP		\$0
Total Project Direct Cost	(1+2) \$1,875,000.00	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown  
on Attachment B-1. \_\_\_\_\_ \$ 0 \_\_\_\_\_





Legislation Text

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File #: 24-944, Version: 1

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**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 authorizing the City Manager, or designee, on behalf of the City of El Paso as the Local Government, to execute an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to waive, in its entirety, the City of El Paso's local match requirement for the Hollings Street SB Bridge Replacement Project. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.



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

**AGENDA DATE:** July 16, 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:**

That the City of El Paso, as the Local Government, approves the execution of an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to waive, in its entirety, the City of El Paso's local match requirement for the Hollings Street SB Bridge Replacement Project. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.

**BACKGROUND / DISCUSSION:**

This project is the replacement of the Hollings Street Bridge from Raymond Telles Dr to Marie Tobin Dr. The scope of work for this bridge replacement project is federally eligible for 100% federal and state funding through the Infrastructure Investment and Jobs Act and the Highway Bridge Replacement and Rehabilitation Program. This amendment waives the City's local match requirement.

**PRIOR COUNCIL ACTION:**

Council approved AFA on December 13, 2022.

**AMOUNT AND SOURCE OF FUNDING:**

Federal & TxDOT

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES \_\_\_ NO**

**PRIMARY DEPARTMENT:** Capital Improvement Department

**SECONDARY DEPARTMENT:**

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



---

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



## **RESOLUTION**

**WHEREAS**, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

**WHEREAS**, the City of El Paso, as the Local Government, owns a bridge located at Hollings Street South Bound at Tobin Drainage Ditch, National Bridge Inventory (NBI) Structure Number 240720B33040001, State Control-Section-Job (CSJ) Number 0924-06-657; and

**WHEREAS**, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116073, dated August 31, 2021; and

**WHEREAS**, the State and the City of El Paso executed an Advance Funding Agreement on February 6, 2023 to remedy the bridge at Hollings Street South Bound at Tobin Drainage Ditch, requiring a local match from the City of El Paso in the amount of \$36,000.00; and

**WHEREAS**, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP); and

**WHEREAS**, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for CSJ 0924-06-657; and

**WHEREAS**, any non-eligible items of work will be paid by the City of El Paso as the Local Government; and

**WHEREAS**, the State and City of El Paso wish to amend the Advance Funding Agreement executed February 6, 2023, to waive, in its entirety, the City of El Paso's local match requirement.

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

**THAT** the City of El Paso, as the Local Government, approves the execution of an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation to waive, in its entirety, the City of El Paso's local match requirement. The City Manager is authorized to execute the Advance Funding Agreement Amendment on behalf of the City of El Paso.

(Signatures begin on the following page)



**APPROVED** this the \_\_\_\_ day of \_\_\_\_\_ 2024.


**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor

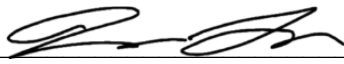
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Joaquin Rodriguez, AICP  
CID Grant Funded Program Director





# MEMO

May 29, 2024

**To:** Graham Bettis, P.E.  
Bridge Division

**From:** Victoria Villarreal  
El Paso District

**Subject:** Advance Funding Agreement for Bridge Replacement or Rehabilitation Off the State System  
CSJ: 0924-06-657; Amendment #: 1  
Local Government: City of El Paso

---

The following information relates to the above referenced Bridge AFA:

1. Number of original counterparts for execution attached: 1
2. This standard Bridge Agreement Amendment ~~has~~ **has not** been modified. (circle one)
3. If modified, date of Bridge approval: N/A
4. Modifications made are as follows: N/A

Approval of this contract is requested.

Attachment



TxDOT:				NBI Structure #	240720B33040001
CCSJ #		AFA ID	Z00003009	Federal Highway Administration:	
AFA CSJs	0924-06-657			CFDA No.	20.205
District #	24	Code Chart 64#	13400	CFDA Title	Highway Planning and Construction
Project Name	Hollings Street SB Bridge Replacement			AFA Not Used For Research & Development	

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT AMENDMENT  
For Bridge Replacement or Rehabilitation  
Off the State System**

**AMENDMENT #1**

**THIS AMENDMENT** is made by and between the State of Texas, acting through the Texas Department of Transportation, called the “State”, and **City of El Paso**, acting by and through its duly authorized officials, called the “Local Government.”

**W I T N E S S E T H**

**WHEREAS**, the State and the Local Government executed an agreement on **February 6, 2023**; and,

**WHEREAS**, it has become necessary to amend that agreement;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**1. Description of Amended Items**

**Item A** - Article 13, Local Project Sources and Uses of Funds, Paragraph K is deleted in its entirety and replaced with:

The Local Government funding participation responsibilities include ROW Acquisition, Utility Relocation, and any additional requested work by the LG above what is eligible for Category 6 funding, except when the Project is terminated before completion at the request of the Local Government, as addressed in the Termination provision of this Agreement

**Item B** - Article 13, Local Project Sources and Uses of Funds, Paragraph M is deleted in its entirety and replaced with:



TxDOT:				NBI Structure #	240720B33040001
CCSJ #		AFA ID	Z00003009	Federal Highway Administration:	
AFA CSJs	0924-06-657			CFDA No.	20.205
District #	24	Code Chart 64#	13400	CFDA Title	Highway Planning and Construction
Project Name	Hollings Street SB Bridge Replacement			AFA Not Used For Research & Development	

Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP), do not require local participation for costs eligible for federal funding. For IIJA and HBRRP funded projects, adjustments to the typical local participation as provided by Texas Transportation Code Section 222.053 do not apply.

**Item C** - Article 14, Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation Waived Projects (PWP) is deleted in its entirety and replaced with:

**Article 14. Local Government Contribution is waived for this CSJ.**

Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) and the Highway Bridge Replacement and Rehabilitation Program (HBRRP) do not require local participation for costs eligible for federal funding for attachment B to be required with Attachment B-1 to include Attach B to be required with Attachment B-1.

**Item D** - Attachment C, Estimate of Direct Costs, is deleted in its entirety and replaced with Attachment C-1 of this amendment.

**Item E** - Attachment D, Resolution or Ordinance of Local Government is modified with Attachment D-1 of this amendment.

**2.** All other provisions of the original contract are unchanged and remain in full force and effect.



<b>TxDOT:</b>				<b>NBI Structure #</b>	<b>240720B33040001</b>
<b>CCSJ #</b>		<b>AFA ID</b>	<b>Z00003009</b>	<b>Federal Highway Administration:</b>	
<b>AFA CSJs</b>	<b>0924-06-657</b>			<b>CFDA No.</b>	<b>20.205</b>
<b>District #</b>	<b>24</b>	<b>Code Chart 64#</b>	<b>13400</b>	<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Hollings Street SB Bridge Replacement</b>			<b>AFA Not Used For Research &amp; Development</b>	

### 3. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.


### THE LOCAL GOVERNMENT

#### THE CITY OF EL PASO


By: \_\_\_\_\_  
Dionne Mack for Interim City Manager, Col. Cary Westin

\_\_\_\_\_  
Date

#### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Joaquin Rodriguez, AICP  
CID Grant Funded Program Director

#### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

### THE STATE OF TEXAS

\_\_\_\_\_  
Graham Bettis, P.E.  
Bridge Division Director  
Texas Department of Transportation

\_\_\_\_\_  
Date



TxDOT:				NBI Structure #	240720B33040001
CCSJ #		AFA ID	Z00003009	Federal Highway Administration:	
AFA CSJs	0924-06-657			CFDA No.	20.205
District #	24	Code Chart 64#	13400	CFDA Title	Highway Planning and Construction
Project Name	Hollings Street SB Bridge Replacement			AFA Not Used For Research & Development	

## ATTACHMENT C-1 ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1) \$200,000.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Construction	<u>\$800,000.00</u>	
Engineering and Contingency (E&C)	<u>\$200,000.00</u>	
The Sum of Construction and E&C	<u>(2) \$1,000,000.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Amount of Advance Funds Paid by Local Government *		<u>\$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>\$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>\$0</u>
Total Project Direct Cost	<u>(1+2) \$1,200,000.00</u>	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown  
on Attachment B-1. \$0





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 24-963, Version: 1**

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

#### **AGENDA LANGUAGE:**

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

Holt Grambling to the Tax Increment Reinvestment Zone Number 5 by Mayor Oscar Leeser.





## Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Oscar Leeser
Agenda Placement	Consent
Date of Council Meeting	07/16/24
Name of Board	Tax Increment Reinvestment Zone Number 5
Agenda Posting Language	
Re-appointment of Holt Grambling to the Tax Increment Reinvestment Zone Number 5 by Mayor Oscar Leeser.	
Appointment Type	Regular
Member Qualifications	
See attached resume.	
Nominee Name	Holt Grambling
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 1
City Employed Relatives	N/A
Board Membership	
City Plan Commission (2015-2016) TIRZ 6 (2012-2016)	
Real estate owned in El Paso County	
Previous Appointee	Holt Grambling
Reason for Vacancy	Term Expired
Date of Appointment	07/16/24
Term Begins On	03/19/24
Term Expires On	03/18/26
Term	Second Term



**EDUCATION**

**B.A.**, Texas Tech University (2007)

**PROFESSIONAL LICENSES**

Texas Real Estate Brokers License (current)

**WORK EXPERIENCE**

**Owner/Property Manager**, HCG Asset & Property Management (2016 - present)

I am responsible for the day-to-day operations and management of commercial properties owned by third-party clients. This includes sourcing new business for lease space, managing the performance of service contracts, tenant retention programs, supervising maintenance, inspections, and other related activities. I meet regularly with owners, tenants and vendors to review performance and ensure expectations are met and to make necessary adjustments.

Some additional responsibilities include:

- Owner / Investor Communications
- Monthly, Quarterly, Annual Owner / Investor Financial Reports
- Lease/Contract Administration
- Billing & Collections
- Tenant/Client Relationship Maintenance
- Work Orders & Completion Tracking
- Property Budgets (including CapEx budgets)
- Critical Date Tracking
- Investor Relations
- Marketing
- Prospecting / Cold Calling

**Property Manager**, Franklin Mountain Management (2011-2016)

I managed and coordinated large teams of maintenance and construction staff in the management of the Mills Building, Centre Building, and the accompanying Annex Garage. This included directly reporting to owner on a weekly basis with follow-up update email with any pending issues and detail at the end of each week.

**Assistant Property Manager**, Borderplex Community Trust REIT (2009-2011)

I served as the Assistant Manager for the Borderplex REIT's downtown office assets. My responsibilities included managing and leasing the Chase Bank Tower and reporting to my direct supervisor. I reported on a monthly basis to Board of Directors, received and address shareholder issues and create investor presentations.



### **NOTABLE PROJECTS**

ONE San Jacinto Plaza (formerly Chase Tower)

Wells Fargo Tower

The Centre Building

Anson Mills Building

Transmountain Medical Plaza I

Eastside Medical Plaza

Medical Arts Building & Annex

### **COMMUNITY INVOLVEMENT**

Board Member of the Tax Reinvestment Zone #5 (TRIZ #5) - Current

Board Member of the Tax Reinvestment Zone #7 (TRIZ #7) - Past

Board Member of City Planning and Zoning Commission - Past





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 24-978, Version: 1**

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

#### **AGENDA LANGUAGE:**

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

Martha E. Piekarski to the Tax Advisory Committee by Mayor Oscar Leeser.





## Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Oscar Leeser
Agenda Placement	Consent
Date of Council Meeting	07/16/24
Name of Board	Tax Advisory Committee
Agenda Posting Language	
Re-appointment of Martha E. Piekarski to the Tax Advisory Committee by Mayor Oscar Leeser.	
Appointment Type	Regular
Member Qualifications	
See attached resume.	
Nominee Name	Martha E. Piekarski
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	
City Employed Relatives	N/A
Board Membership	
Tax Advisory Committee	
Real estate owned in El Paso County	
Previous Appointee	Martha E. Piekarski
Reason for Vacancy	Term Expired
Date of Appointment	07/16/24
Term Begins On	02/10/24
Term Expires On	02/09/28
Term	Second Term



# Martha E. Piekarski, CPA/CFF, CGMA

**Education:** *Certified Public Accountant* State of Texas  
*Passed exam in first sitting* February 1986  
*Certified Financial Forensics* AICPA, March 2009  
*Chartered Global Management Accountant* AICPA, July 2013

*University of Texas* Austin, Texas  
*Bachelor of Business Administration* December 1983  
*Major in Accounting*

**Objective:** *Position as an upper level system management leader establishing strategic direction, innovation, development and delivery of effective fiscal management in support and achievement of organizational goals and objectives.*

**Achievements:** *COE for CAFR from ASBO and GFOA for Canutillo ISD – 2016, 2017, 2018, 2019*  
*Balanced budget while maintaining A+ rating for student learning*  
*Improved Bond Rating Outlook from negative to stable*  
*Built Undesignated Fund Balance up to targeted 90-day level*  
*Texas Comptroller Leadership Circle 2010 - 2013 for transparency on EPISD website*  
*Superior Achievement, Financial Integrity Reporting System of Texas (FIRST) - 2002 thru 2016 for fiscal management*  
*Registered School Business Administrator (RSBA) - Association of School Business Officials International - 2014*  
*Registered Texas School Business Administrator (RTSBA) & Leadership Academy graduate -Texas Association of School Business Officials – since 2008*  
*Implemented TEAMS ERP system at EPISD*  
*El Paso Independent School District Leadership certificate*

## Business Experience/Special Skills:

*Canutillo Independent School District* El Paso, TX  
*Chief Financial Officer* October 2014 – present  
• *Newly created position to co-ordinate District efforts and create long-term plans: Finance, Technology, Facilities, Transportation, Maintenance, Warehouse, Security, Child Nutrition, Library Services, Textbooks, PEIMS and Testing*

*Texas Tech University Health Science Center* El Paso, TX  
*Senior Director, Accounting Services* Jan 2014 to Oct 2014  
• *Establish Accounting department from the ground up to serve the El Paso campus*

*El Paso Independent School District* El Paso, TX  
*Executive Director, Financial Services* Apr 2003 to Jan 2014  
• *Instruct staff on improving internal controls, documenting policies & procedures, & streamlining workflows through process management*  
• *Interpret and apply U.S. Office of Management & Budget (OMB) Circulars, Texas*



- Education Agency (TEA) regulations and EPISD policies and procedures
- Coordinate the annual external audit governed by the Government Auditing Standards issued by the U.S. Comptroller General and related reporting including Management's Discussion and Analysis (MD&A) and footnote disclosures
- Serve as District spokesperson at public meetings to disseminate operational results and answer questions
- Certified as District Investment Officer
- Evaluate and implement new software system for student and business applications, assess new workflows, create policies, motivate and train employees

**Risk Manager/ Internal Auditor** Apr 2002 to Mar 2003

- Assisted in development and or improvement of District's Audit and Risk Management Program
- Tested the reliability and integrity of financial and operational information thru the use of statistical analysis and random sampling
- Verified the effectiveness of internal control systems
- Evaluated the economy and or efficiency with which resources are employed and recommended improvements

**General Mills - Pillsbury**

Financial Operations Manager

Assistant Controller

Anthony, TX

Jul 2001 to Apr 2002

Dec 1999 to Jul 2001

- Prepared monthly Financial Reports
- Allocated overhead and maintained departmental budgets
- Reviewed Capital Expenditure requests & Fixed Asset System
- Conducted plant safety and GMP inspections

**Security Capital - Archstone Communities Trust**

External Reporting Associate

El Paso, TX

Jul 1999 to Dec 1999

- Prepared Debt Covenants for lenders
- Verified information for Press Releases & Analyst Calls
- Filed Securities Exchange Commission (SEC) 10-Q and 10-K's
- Special projects: ad hoc management reports, annual budget questionnaires

**Commercial Financial Services, Inc.**

Senior Accountant

Tulsa, OK

Feb 1995 to Jun 1999

- Consolidated financial statements for CFS and affiliated companies
- Analyzed monthly General Ledger account activity & intercompany accounts
- Filed Property Tax, Franchise Tax, and Unclaimed Property returns
- Special projects: computer conversions, pro forma financials, investment tracking, variance analysis, chart of account & cost center design

**M.T. Donahoe & Associates, Inc.**

Controller

Laurel, MD

Jun 1990 to Oct 1994

- Accounted for Life & Health and Property & Casualty divisions
- Prepared Financial Statements and General Ledger

**Organizations:**

- American Institute of Certified Public Accountants (AICPA)
- Texas Society of CPAs (TSCPA), State Director- El Paso Chapter
- Texas Association of School Business Officials (TASBO)
- Association of School Business Officials (ASBO)
- Association of Governmental Accountants (AGA) – President-elect
- ACCION por Vida – Board of Directors, Treasurer
- IRS Volunteer Income Tax Assistance (VITA) – instructor 2014





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 24-958, Version: 1**

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

Members of the City Council, Mayor Oscar Leeser, (915) 212-00021

#### **AGENDA LANGUAGE:**

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

Lilia B. Limon to the Fair Housing Task Force by Mayor Oscar Leeser.





## Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Oscar Leeser
Agenda Placement	Consent
Date of Council Meeting	07/16/24
Name of Board	Fair Housing Task Force
Agenda Posting Language	
Re-appointment of Lilia B. Limon to the Fair Housing Task Force by Mayor Oscar Leeser.	
Appointment Type	Regular
Member Qualifications	
See attached resume.	
Nominee Name	Lilia B. Limon
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	
City Employed Relatives	N/A
Board Membership	
El Paso Housing Finance Corporation Museum and Cultural Affairs Advisory Board Greater El Paso Civic, Convention and Tourism Advisory Board Fire and Police Pension Fund Board of Trustees	
Real estate owned in El Paso County	
Previous Appointee	Lilia B. Limon
Reason for Vacancy	Term Expired
Date of Appointment	07/16/24
Term Begins On	05/01/24
Term Expires On	04/30/27
Term	First Term



## PROFILE

- Proven education leader dedicated to the advancement of traditionally underserved communities.
- Successful fundraising professional adept at soliciting individuals, corporations, and foundations for funding support.
- Effective collaborator confident working with groups and individuals at all organizational levels
- Excellent public speaker with strong writing skills for diverse audiences and campaigns
- Professional with strong knowledge of email marketing software and database management
- Diplomatic and positive team builder
- Fluent in English and Spanish

## PROFESSIONAL EXPERIENCE

### Political Consultant

2018 - Present

#### *Sun Circle Strategic Group*

Deliver full-service support for candidates seeking public office and organizations eager to improve their visibility.

### District 7 Representative

July 2013-June 2017

#### *El Paso City Council*

Served as an advocate for District 7 residents and the City of El Paso.

### Texas Alternative Certification Program

2007 - 2013

#### *Program Coordinator*

Provided organizational support in these key areas:

- Worked directly with the supervisors who oversee teacher interns.
- Maintained supervision documentation to support certification of teacher interns.
- Managed payroll data
- Served as the area representative to the regional school districts.

### Principal, Ysleta Independent School District

1993 - 2004

#### *Served as Principal of Plato Academy, 2002-2004*

Relocation of campus from a commercial site to a campus-based site.

- Successfully designed new campus layout, including portable classroom location and technology connections
- Attracted more students that were served in the new site, helping youths unlikely to graduate earn a diploma.

#### Programming

- Coordinated a campus for at-risk youth that served them in unique, two-hour tracks.
- Provided a schedule that offered students three different potential class schedules, reducing conflicts with job and home obligations that threatened to derail their ability to graduate from high school.

#### *Served as Principal of César Chávez Academy, 1993-2004*

#### Campus Development

- Founding principal of César Chávez Academy, the Ysleta Independent School District's first alternative school serving at-risk and adjudicated youth. The students learned about civil rights leader César Chávez and voted to name their campus after him. Chávez met some of the students and staff members before his death.
- Established at temporary site and then successfully moved to the school to its present location.
- Developed programming for students in grades 9–12.
- Successful in reintegrating expelled students back to their regular campuses
- Implemented a successful scholarship program, awarding a college scholarship to every graduating senior.

#### Technology

- Instructional program was driven by innovative technology applications.
- Students complete classroom work on desktop computers and checked out laptops to do additional coursework at home, allowing them to earn credits toward graduation at a faster pace. It was an essential were working on laptop computers at home, which were checked out to the students so they could complete their courses at a faster pace.

#### Management

- Effectively managed a campus budget that included numerous grants.
- Successful in increasing budget every year of operation



## School awards

- National Service-Learning School Award recognizing outstanding student and staff volunteer work in the community.
- La Promesa Award honoring the school's commitment to helping at-risk Latino students achieve academic success.
- Principal, support staff and students served as keynote presenters at a variety of conferences, including the NovaNet Conference, Technology Education National Conference, Texas State School Board Association Conference and many more. The academic programs were so successful at César Chávez Academy, students and staff were invited to speak at more than 30 conferences throughout the United States. For many of the students, the trips included their first airplane ride and were a tremendous reward for their hard work.

## Assistant principal and teacher, Ysleta Independent School District

1974 - 1993

*Served as assistant principle at Valley View Middle School from 1987-93*

Instituted family reading program and helped supervise successful relocation to a new facility.

*Served as assistant principal at Ysleta Junior High from 1984-1987*

Established Partner in Education program with Southwestern Bell. As a result, we brought accomplished actors Edward James Olmos and Patrick Duffy to the campus to support dropout prevention efforts. The Houston Oilers also visited the school.

*Served as Spanish teacher at Hanks High School from 1977-83.*

Teacher of the year and foreign language department chairwoman. Completed administrative internship in spring 1984.

*Served as Spanish teacher at Eastwood High School from 1974 - 1977.*

Spanish and cheerleader sponsor recognized for connecting well with students.

## EDUCATION

### University of Texas at El Paso

*Master of Education*

1982

*Bachelor of Arts*

1973

## HONORS, AFFILIATIONS & LEADERSHIP POSITIONS

- Member Delta Kappa Gamma, Educational Sorority
- Member Community Coalition First
- Bishop appointee to El Paso Diocesan Commission on Migration
- Co-Founder and event coordinator of Celebrando a César Chávez Month Festivities raising more than \$200,000 for migrant farmworkers in the El Paso community
- Mexican American Cultural Institute (MACI) officer
- Past Chair of El Paso Commission for Women
- Sin Fronteras Organizing Project advisory board member.
- Member of Ysleta Mission Festival committee
- Leadership El Paso Class 9 member
- Past UTEP El Paso Alumni Chapter officer
- Past member of finance council at Our Lady of Mt. Carmel
- Past CORE ministry member, Our Lady of Mt. Carmel
- Served on Sen. Rodriguez's Education Committee
- Past El Paso Conference for Women Coalition member
- Past United Way of El Paso allocations committee volunteer
- Past AVANCE board member
- Past chairwoman of Hispanic Leadership Institute
- Hispano Triunfador Award recipient
- FBI Leadership Award recipient
- Teacher of the Year at Hanks High School





El Paso, TX

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El Paso, TX

## Legislation Text

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**File #: 24-962, Version: 1**

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

#### **AGENDA LANGUAGE:**

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

Lisa Turner to the Women's Rights Commission by Mayor Oscar Leeser.





## Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Oscar Leeser
Agenda Placement	Consent
Date of Council Meeting	07/16/24
Name of Board	Women's Rights Commission
Agenda Posting Language	
Re-appointment of Lisa Turner to the Women's Rights Commission by Mayor Oscar Leeser.	
Appointment Type	Regular
Member Qualifications	
See attached resume.	
Nominee Name	Lisa Turner
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	
City Employed Relatives	N/A
Board Membership	
Public Utility Regulation Board PSB Selection Committee City Charter Commission City Manager Selection Committee	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Lisa Turner
Reason for Vacancy	Term Expired
Date of Appointment	07/16/24
Term Begins On	09/01/24
Term Expires On	08/31/26
Term	Second Term



**LISA TURNER**

[REDACTED]

[REDACTED]

[REDACTED]

**Objective:**

Women's Rights Commission

**Experience:**

U.S. Army Air Defense Radar Repair  
Instructor Digital Theory and Troubleshooting Techniques  
R&D New Weapon Systems  
Heavy Equipment Mechanic  
Government Watchdog and Activist

**Employment:**

Retired/Disabled Veteran

**Functional Summary:**

Past City Boards:  
Ad Hoc Charter Advisory Committee  
Public Utility Regulation Board  
PSB Selection Committee  
City Charter Commission (City Manager form of government)  
City Manager Selection Committee (present City Manager)





El Paso, TX

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El Paso, TX

## Legislation Text

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**File #: 24-979, Version: 1**

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

#### **AGENDA LANGUAGE:**

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

Elsa Borrego to the Committee on Border Relations by Mayor Oscar Leeser.





## Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Oscar Leeser
Agenda Placement	Consent
Date of Council Meeting	07/16/24
Name of Board	Committee on Border Relations
Agenda Posting Language	
Appointment of Elsa Borrego to the Committee on Border Relations by Mayor Oscar Leeser.	
Appointment Type	Regular
Member Qualifications	
See attached BIO.	
Nominee Name	Elsa Borrego
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	Cecilia Levine
Reason for Vacancy	Term Expired
Date of Appointment	07/16/24
Term Begins On	06/01/23
Term Expires On	05/31/25
Term	First Term



Elsa Borrego is a proud, born and raised, first generation American, El Paso “boomerang.” She has over 20 years of experience turning workplace challenges into opportunities for growth. She has developed and implemented innovative HR strategies that elevate the employee experience by focusing on culture transformation, employee engagement, enhancing talent development and championing employee well-being for global companies such as Bank of America & USAA in San Antonio and Helen of Troy and GECU in El Paso.

Elsa strongly believes that to whom much is given, much is expected. Her passion for philanthropy, charitable work and shaping diverse, inclusive and equitable work environments & communities is what led her to her current role as Chief People Officer at El Pasoan’s Fighting Hunger Food Bank. In this role, Elsa oversees the HR needs of the growing organization and is leading the development of Workforce Development programs.

She holds a Bachelor’s degree in Business Management and a Master’s of Science in Adult Education and Training from the University of Phoenix. Elsa is active in the community, having served on the El Paso Chamber and American Red Cross board, and is currently serving on the El Paso Children’s Hospital and Executive Forum board. She is a servant leader and has given of her time and talents by facilitating strategic planning sessions and leadership development workshops for the Paso del Norte Community Foundation, El Paso Children’s Grievance Center, El Paso County, El Paso Chamber Leadership Class and Baracuda PR Firm. She is a proud graduate of Leadership El Paso, class 40 and is currently participating in the Leadership Texas class of 2024.





El Paso, TX

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Legislation Text

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**File #: 24-971, Version: 1**

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**AGENDA LANGUAGE:**

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

Sandy Azcona to the Women's Rights Commission by Representative Joe Molinar, District 4.





## Board Appointment Form

City Clerk's Office

**REVISED****8:30 am, Jul 10, 2024**

Appointing Office	Representative Joe Molinar, District 4
Agenda Placement	Consent
Date of Council Meeting	07/16/24
Name of Board	Women's Rights Commission
Agenda Posting Language	
Appointment of Sandy Azcona to the Women's Rights Commission by Representative Joe Molinar, District 4.	
Appointment Type	Regular
Member Qualifications	
See Resume.	
Nominee Name	Sandy Azcona
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 4
City Employed Relatives	N/A
Board Membership	
Sun Metro Citizens Advisory Committee (01/18/2023 - 01/17/2027)	
Real estate owned in El Paso County	
Previous Appointee	Paula Warnock
Reason for Vacancy	Term Expired
Date of Appointment	07/16/24
Term Begins On	09/01/24
Term Expires On	08/31/26
Term	First Term



## Sandy Azcona

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- 25 + years of management, project management, sales, and healthcare and welfare benefit industry experience
  - 10 years of experience in residential real estate including 9 years of mortgage and 3 years of building.
  - Offering diverse analytical expertise in product management techniques
  - Motivated, detail-oriented, strong teamwork & interpersonal skills, organized, and dependable professional
  - Ability to build and maintain productive relationships with stakeholders and interact with all levels of management
  - Community Leader
- 

### Education

- Master's in Business Administration in International Management, University of Texas  
December 1998
  - Bachelor of Arts in International Political Science, Minor in Management/Marketing  
December 1994
- 

### Additional Competencies

- Proficient in all aspects of Microsoft Office, FSP, Calyx, Encompass, Salesforce, Enterprise/Payforce/Health & Welfare Service Engine, Clarify, and Siebel
- Planned and developed training processes and methods
- Experience in coaching, motivating, developing, & supervising technical, non-technical, and virtual teams
- Proficient in developing teams in various product lines, post-sales support, and total account management methods
- Fluent in Spanish and English; written and spoken format from English to Spanish / Spanish to English
- Well-versed in diverse communities and business practices including Mexico.
- Experience in communicating with different management and non-management levels
- Experience with project management, allocation of resources, planning, & organizing workflow in order to meet objectives
- Advanced technical experience in business-to-business sales, marketing, international projects, strategic planning methods, start-up and ramp-down projects
- Resourceful, Team player, ability to make hard decisions
- Skilled in creative promotions, event organizations, technical and non- technical sales presentation
- Exceptional organizational, communication, and written skills.
- Outstanding customer service and interpersonal relationship skills



- In-depth knowledge of process improvement and efficiency development techniques. SAS 70 and SOC Audits
  - Expertise in planning and executing all phases of the sales cycle.
  - Volunteer in the community and hold leadership roles in civic and business organizations
    - Board of Commissioners El Paso County Housing Authority, Chair
    - Board of Director for the El Paso Hispanic Chamber of Commerce, Education Foundation
    - President of Diversity Council ADP
    - Board member for El Paso Scholastic All-Star and the Gary Del Palacio Golf Tournament
    - Member of the Hotel Motel Association, El Paso Builders Association, GEPAR, EPA
    - Member of the Greater El Paso Association of Realtors
    - Member of the National Association of Hispanic Real Estate Professionals.
- 

### Professional Experience:

#### **Raiz Federal Credit Union, Mortgage Production Manager, El Paso TX, April 2022 to present**

- Assists the Vice President of Real Estate and Business Lending in developing the Mortgage Department's short- and long-term goals. Provides suggestions and recommendations.
- Oversee and maintain Mortgage Lending regulatory requirements. Conduct periodic reviews of existing policies and procedures and assist with required revisions or modifications to ensure compliance
- Responsible for the effective performance of mortgage lending functions.
- Execute established operational goals and production objectives to ensure an effective, efficient, and growth-oriented lending department.
- Represent the Credit Union in contact with business professionals and borrowers.
- Hire, Train, and Develop Mortgage Loan Team

#### **Nations Lending/ Sun City Home Loans, Senior Mortgage Loan Officer, El Paso TX August 2015 to April 2022**

- Review client profile and provide approval for residential mortgages.
- Develop business relationships with affiliates, including real estate agents, brokers, insurance agents, and other business leaders.
- Versed in FHA, VA, Conventional, USDA, and Non-QM products and guidelines.
- Create marketing and sales tools to achieve company goals.

#### **Enercon SIPS, Project Manager Sunland Park NM**

**February 2014- August 2015**

- Project manage residential and commercial construction projects
- Responsible for communicating all changes to upper management and customers.
- Effectively identify client needs, build project plans, and manage completion of construction.
- Coordinate building permits
- Developed processes, identified opportunities for efficiencies, and assist with the documentation of new processes
- Oversee the sub-contractor, government offices, and financial institution relationships.
- Vendor Management



- Responsible for projection and budget allocation.

**ADP Inc, Client Service Unit Manager, El Paso, TX**

**June 2007 – February 2014**

- Manage a team of 15+ technical and non-technical employees, including development, growth, retention, & engagement
- Responsible for client retention, client profitability, and client satisfaction for 28 national corporation
- Responsible for successfully transitioning clients from implementation to service operations
- Effectively establish, maintain, build, and manage client relationships at all levels to ensure business strategies are achieved.
- Project managed several Health and Welfare benefit projects, including benefit annual enrollments, payroll migrations, cross-product enhancements, acquisitions, and resource allocation
- Assist with global projects such as implementation of Web MD, product releases, beneficiary management, and COBRA migrations
- Developed processes, identified opportunities for efficiencies, and assisted with documentation of new processes
- Managed contract negotiations and managed financial goals
- Vendor Management of EDI files
- Managed relationships across ADP national division product lines to ensure client satisfaction and seamless service

**Levcomm International, Sales Manager, El Paso, TX**  
**2007**

**May 2005 - June**

- Oversaw the development of a new market with the opening of 4 retail stores in Mexico
- Identified contacts and negotiated contracts for new product & business lines.
- Track individual store metrics and profitability to drive business goals.
- Hired, trained, and motivated sales teams to exceed company goals.
- Created the company's bilingual policy procedure manuals and point-of-sale material.
- Coordinated events, including boxing telecasts with Don King Productions, concerts, trade shows, and sporting events.
- Vendor Management- Purchasing and relationship management

**DATAMARK INC., Business Development Manager, El Paso, TX**  
**2005**

**May 2005 - Nov**

- Business-to-business sales of data processing, remittance, mailroom operations, and other Business Process Outsourcing
- Developed marketing tools for conferences, trade shows, and mass mailers
- Prospect and negotiate with potential BPO clients to include international markets.
- Assisted the project management team with the implementation of projects.
- Collection of client-specific data, interpretation of technical needs, and providing project plan.
- RFI and RFP preparation

**Milestone Financial Services, Regional Director, El Paso, TX**  
**May 2005**

**March 2003 -**



- Developed retirement plans for small business and non-profit organizations in Texas and New Mexico markets.
- Recruited new agencies to join successful financial services brokerage houses.
- Developed new training programs for recruits and agencies.
- Top sales of a million dollars in the annuity market.
- Developed a new customer service program to identify concerns promptly.
- Group 1 License, Series 6 and 63. Experience with variable annuities, mutual funds

**Educators Pension Services, Regional Manager, El Paso, TX**

**Sept 2000 - March 2003**

- Member of Million Dollar Round Table (Life Annuities), 5-Star Advantage member
- Developed over 2 million dollar market for financial and life sales in 403 (b), 401 (k), IRA, and Life Insurance market
- Conducted benefit enrollments for companies with over 3000 employees.
- Top Sales agent for 2000-2003.
- Networked with public school systems to educate employees on retirement programs.
- Developed new marketing programs for a local non-profit organization
- Oversaw market development and key relationship management
- Supervised 10 sales agents
- Group 1 License, Series 6 and 63. Experience with variable annuities, mutual funds

**Northwest Communications, National Sales Manager, El Paso, TX**      **June 1999 - Sept 2000**

- Oversaw indirect and direct distribution channels for wireless products.
- Key player in identifying and solving inefficiencies within the company.
- Developed New Mexico, Arizona, Utah, and Southwestern Texas Wireless Markets.
- Increased exposure of product lines by developing business/ strategic marketing plans for territory, region, & nation.
- Worked with dealer base to increase sales in storefront.
- Worked closely with wireless carriers to ensure timely response to client issues.
- Conducted and developed training techniques and tools for new dealers and retail outlets.
- Provided direction, motivation, and supervision to territory managers.

**References upon request**





El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 24-973, Version: 1**

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

**AGENDA LANGUAGE:**

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

Angela C. Ochoa to the Fair Housing Task Force by Mayor Oscar Leeser.





## Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Oscar Leeser
Agenda Placement	Consent
Date of Council Meeting	07/16/24
Name of Board	Fair Housing Task Force
Agenda Posting Language	
Appointment of Angela C. Ochoa to the Fair Housing Task Force by Mayor Oscar Leeser.	
Appointment Type	Alternate
Member Qualifications	
See attached resume.	
Nominee Name	Angela C. Ochoa
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 5
City Employed Relatives	N/A
Board Membership	
Sun Metro Citizens Advisory Committee	
Real estate owned in El Paso County	
Previous Appointee	VACANT
Reason for Vacancy	Term Expired
Date of Appointment	07/16/24
Term Begins On	05/01/24
Term Expires On	04/30/27
Term	First Term





Angela Ochoa



**I am a REALTOR®. Real Estate is my business.**

**Experience:**

People love me for my down to earth, to the point, and quick-to-help attitude. I listen to my client's concerns about their El Paso home. I send floor plans and pictures of homes via email. El Paso real estate is what I do.

I will help you with loans, staging, selling, buying, or renting. With backgrounds in education and tax preparation, I am committed to keeping my clients informed and professionally taken care of. Together, I can make your El Paso real estate experience enjoyable.

I have established myself as one of the top-producers in El Paso and have many accreditations: CNE, CSP, GRI (Graduate Realtor Institute), and others. I invite you to contact me with any of your real estate needs! My Property Management Branch currently manages properties throughout the El Paso Area. I offer a competitive referral program to our fellow REALTORS® for property management contracts. I look forward to hearing from you soon! *Se Habla Espanol*

**Our Marketing Program:**

- Team Ochoa advertises regularly on Real Estate Web sites and social media. This assures our clients that their homes are represented in many advertising sources.
  - My website: [Success Realty Property Management](#)
  - Facebook Page: [Success Realty Property Management](#)
  - Twitter Account: [Team Ochoa](#)
  - Linked In Account: [Angela Ochoa](#)
  - Instagram Account: [Success Realty](#)
- Increased advertising helps sell your home. The more people who read about it, the more showings you will have, and the better your chances of meeting the right buyer.
- Team Ochoa has been a successful real estate team in this area for more than 15 years. We represent a tradition of sales success.

**Professional Affiliations for Angela Ochoa**

Outstanding Sales Achievement Award: 2002, 2006, and 2009

**4 under 40 Award** Recipient 2012 from Greater El Paso YPN

2011 GEPAR REALTOR/Builder Committee Chair

2011 Greater El Paso YPN Committee Chair

2011 Texas REALTOR Leadership Program Committee

2012 Technology for REALTORS® Special Committee Chair

2012 Women's Council of REALTORS® El Paso Del Norte Chapter President-Elect

2013 Women's Council of REALTORS® El Paso Del Norte Chapter President

2013 Women's Council of REALTORS® Texas Chapter Newsletter Chair

2014 Women's Council of REALTORS® Texas Chapter District Vice President







**Angela Ochoa**



**I am a REALTOR®. Real Estate is my business.**

2014 Texas Association of REALTORS® Property Management Committee  
2015 Women's Council of REALTORS® Texas Chapter Treasurer  
2015 Texas Association of REALTORS® Leasing & Property Management Committee  
2015 Texas Association of REALTORS® International Committee  
2016 Greater El Paso Association of REALTORS® TREPAC Committee Chair  
2021 National Association of REALTORS® Federal Financing & Policy Committee  
2021 Women's Council of REALTORS® BROKER-Owner-Manager Mastermind Chair  
2022 Texas REALTORS® Public Policy - Business Issues Committee  
2022 NARPM Women's Council for Property Managers Committee  
2022 Women's Council of REALTORS® El Paso Del Norte Audit Chair  
2023 Texas REALTORS® Public Policy - Business Issues Committee  
2023 Texas REALTORS® Leasing & Property Management Committee  
2023 Texas REALTORS® Director for Greater El Paso Association of REALTORS®  
2023 Greater El Paso Association of REALTORS® Member Benefits Committee Chair  
2023 Greater El Paso Association of REALTORS® Leasing & Property Management Committee  
2023 Greater El Paso Association of REALTORS® Budget & Finance Committee  
2023 Women's Council of REALTORS® El Paso Del Norte Audit Chair  
2023 El Paso Short Term Rental Alliance  
Previously listed 7 local El Paso Builders

### **Education for Angela Ochoa**

Associates Degree in Accounting, Business, and Economics - El Paso Community College 2017

AHWD	At Home With Diversity
BPOR	BROKER Price Opinion Resource
C2EX	NAR Commitment to Excellence
GRI	Graduate REALTOR® Institute
CNE	Certified Negotiation Expert
CSP	Certified Sales Professional for New Homes
PMN	Performance Management Network
TAHS	Texas Affordable Housing Specialist
TRLP	Texas REALTORS® Leadership Program
TRLS	Texas Residential Leasing Specialist
TRPM	Texas Residential Property Manager

### **Personal Interest for Angela Ochoa**

Cougar's PTA for Hurshel Antwine Elementary	President	2010-2012
Socorro ISD Council of PTAs	Treasurer	2010-2011

[REDACTED]

[REDACTED]





Angela Ochoa



**I am a REALTOR®. Real Estate is my business.**

Socorro ISD Council of PTAs	President	2011-2012
Area 1 PTA	Field Representative	2011-2012
Texas PTA Leadership Committee	Member	2012-2013
Southwest Autism Society of America	Secretary	2006-2009

### Testimonials from Our Clients and Colleagues

"If you want something done, give it to Angela!!! This young lady is filled with passion, determination and never sees an obstacle as a reason to stop... No! No! She will see through it, around it, or over it....she lights up a room with her Positiveness... She constantly plants the seeds of hope and success in whatever she is involved in....if you are lucky enough to get her on your team.... Then you're lucky enough!" *March 18, 2011 – Dan Olivas, President of Dan Olivas & Associates*

"An independent thinker, I was impressed with Angela's intelligence and business mind when I first met her too many years ago. Since that time, I have seen her in action as a real estate professional, and also as a mom and community activist. She gives back to her profession, she stays abreast with continuing education, and is strong willed and assertive enough to withstand the challenges and crises that get thrown to us every day. I trust her. I like her, too!" *March 13, 2011 – Elizabeth Leal, Broker Associate at Keller Williams Realty*

"Angela Ochoa is a complete professional. From the onset of your working relationship to completing the deal, she keeps my best interest in mind. I would highly recommend her." *September 5, 2011 – Marty Salcedo, Past Client*

"Angela was wonderful in helping me find my house. She listened to what I was looking for, and graciously showed me countless houses, giving me her time and unlimited resources, until I found the right one. I could not recommend a more professional real estate agent who will go the extra mile to make sure her clients are 100% satisfied with the results. When my situation changed and I need to rent my home once again "Team Ochoa" came through with flying colors. I could not give a higher recommendation to this organization. Client satisfaction and personalized service are the corner stone of their business model." *September 5, 2011 - Richard Cuellar, Past Buyer Client and Current Property Management Client*

"Angel and Angela sold both of our homes in less than 35 days and were the Listing Agents for our current home. Very professional and results oriented, when they told you there were going to be there at a certain time – they were there. I've recommended them to at least a dozen friends and co-workers in the past 5 years. *January 3, 2012 – Mike Armstead, Past Client*

If you decide to let professionals assist you in purchasing or selling your real estate property, please permit me the opportunity to speak with you personally.

Thank you for your time,

*Angela Ochoa*

AHWD, BPOR, C2EX, CNE, CSP, GRI, PMN, TAHS, TRLP, TRLS, TRPM  
BROKER/REALTOR®/Property Manager







El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 24-980, Version: 1**

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**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 Henry Rivera, (915) 212-0007

**AGENDA LANGUAGE:**

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

Mary Bardouche to the Animal Shelter Advisory Committee by Representative Henry Rivera, District 7.





## Board Appointment Form

City Clerk's Office

Appointing Office	Representative Henry Rivera, District 7
Agenda Placement	Consent
Date of Council Meeting	07/16/24
Name of Board	Animal Shelter Advisory Committee
Agenda Posting Language	
Appointment of Mary Bardouche to the Animal Shelter Advisory Committee by Representative Henry Rivera, District 7	
Appointment Type	Regular
Member Qualifications	
Please see resume	
Nominee Name	Mary Bardouche
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	
City Employed Relatives	N/A
Board Membership	
N/A	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Luis Mata
Reason for Vacancy	Resigned
Date of Appointment	07/16/24
Term Begins On	06/28/22
Term Expires On	06/22/26
Term	Unexpired Term



## SUMMARY

Highly motivated individual with MA in Political Science Pre-Law; BA in Psychology / minor in English Literature; BA in Speech Language Pathology; Creator and Owner of Beauty of Science 101® and Grunge Factory Cosmetics®.

## EDUCATION

University of Texas at El Paso – **Bachelor's Degree in Speech Language Pathology** 2009

University of Texas at El Paso- **Masters Degree in Political Science** 2003

**Master's Thesis:** *Implementation Challenges of Character Development Programs in Public Schools*

University of Texas at El Paso – **Bachelors Degree in Psychology with Honors, Minor in English Literature; Earned Academic Achievement Award** 2001

## ACCOMPLISHMENTS

- Founded and own Grunge Factory Cosmetics 2020
- Founded and own Beauty of Science 101 Skincare 2018
- Wrote and published historical novel *The Gate: The Burning Sword of Fire* 2015-2016
- Patent Pending product "Tuner Fish" Guitar Tuner 2016
- Established company "Redwater" for production and sale of "Tuna Fish" Tuner 2015
- Founder and Owner of Mary Bardouché Interiors- the Ultimate Slipcover. 2005
- Received Award from City for establishment of the first adoption program out of the Animal Regulation Facility, still in effect today.
- Drafted City Ordinances which were enacted into law under Section 3.5A of the Texas Gov. Code, Chapter 551, Subchapter D
- Attempted and succeeded in the enforcement of Section 823.005 of the Texas Health and Safety Code Chapter 823
- Founding member of the El Paso City/County Advisory Committee to the El Paso Animal Regulation Facility
- Earned Academic Achievement Award from Liberal Arts Dept. University of Texas
- Received Award and published literary piece: "*The Living Dump*," *Chrysalis* 1986

## PROFESIONAL EXPERIENCE

- Created, run, and own Grunge Factory Cosmetics®
- Created, run, and own Beauty of Science 101®
- Wrote and published book- *The Gate-The Burning Sword of Fire* 2016
- Six years experience working as Speech Therapy Assistant in home, school and Clinic settings 2009-2015
- Owned and ran two home businesses for five years while raising a family
- Owner of Mary Bardouche Interiors Inc.
- Invented product: created and designed slipcover
  - Patent Pending: application #10/891823 filed 7/16/2004



- Secured trademark: “Ultimate Slipcover”
- Raised capital and secured loan through the Women’s Chamber of Commerce,
- Repaid loan
- Secured trademark “Beauty of Science 101” 2020
- Secured trademark “Beauty of Science 101 Making Beauty Simple” logo 2020
- Secured Trade mark “Making Beauty Simple” 2018
- Secured trademark “Grunge Factory”. 2020
- Secured trademark “ATP- Anti-Wrinkle Tightening Peptide Serum” 2018
- Undergraduate research projects, lab work, experiments and findings reports in Behavioral Psychology
- Teaching Assistant at University of Texas El Paso Political Science Department 2002-03
- Licensed Real Estate Agent with Caldwell Banker 1994-1997

## COMMUNITY ORGANIZATIONS

- Member of the El Paso City-County Animal Shelter Advisory Committee 1987-2000
- Member of El Paso City-County Animal Shelter Advisory Committee Sub-Committees
  - No Kill Program, Spay /Neuter Campaign
  - **Awarded** Jointly from City and County of El Paso the “*Certificate of Appreciation*” award Presented by Commissioner Charles Hooten 1988





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 24-937, Version: 1**

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

##### **All Districts**

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

#### **AGENDA LANGUAGE:**

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

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



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Maria O. Pasillas, (915) 212-1737

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 6 – Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** 6.11 Provide efficient and effective services to taxpayers

**SUBJECT:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what?  
Be descriptive of what we want Council to approve. Include \$ amount if applicable.

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

**BACKGROUND / DISCUSSION:**

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

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

**PRIOR COUNCIL ACTION:**

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

Council has considered this previously on a routine basis.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_ YES \_\_\_ NO**

**PRIMARY DEPARTMENT:** Tax Office  
**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Maria O. Pasillas*

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



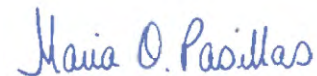
## TAX REFUNDS

July 16, 2024

1. Stewart Title, in the amount of \$2,844.41 made an overpayment on November 30, 2023 of 2023 taxes.  
(Geo. #L447-999-074D-0100)
2. CoreLogic Solutions LLC, in the total amount of \$11,346.60 made an overpayment on December 06, 2022 and December 09, 2023 of 2022 and 2023 taxes.  
(Geo. # M329-999-0210-9300)
3. First Light Federal Credit Union, in the amount of \$3,606.74 made an overpayment on January 23, 2024 of 2023 taxes.  
(Geo. #P863-999-0060-1700)

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Laura D. Prine  
City Clerk



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Maria O. Pasillas, RTA  
Tax Assessor Collector



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

<b>Geo No.</b> L447-999-074D-0100	<b>Prop ID</b> 397415
<b>Legal Description of the Property</b> 74-D LOGAN HEIGHTS 1 & 2 (6000 SQ FT)  3633 MC CONNELL AVE  OWNER: VILLANUEVA ANA G	

STEWART TITLE COMPANY  
2244 TRAWOOD STE 101  
EL PASO, TX 79935

OP ✓  
+2500

2023 OVERAGE AMOUNT \$2,844.41 ✓

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.

<b>Step 1. Identify the refund recipient.</b> 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> ✓			
Daytime Phone No.: <u>915-225-8400</u>		E-Mail Address: <u>Cindy.Fralick@stewart.com</u>		
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Check Payment	133250	11/30/2023	\$4,060.77
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
	<b>Step 3. Provide reason for this refund.</b> 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.				
<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
<b>Step 4. Sign the form.</b> 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		
<u>C. A. Fralick</u>		<u>C. A. FRALICK 6/17/24</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 26 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:  CORELOGIC SOLUTIONS LLC ✓		Phone: HOME: WORK: 817-699-9389		Property ID# (One application per account)  M32999902109300	
Address (mail refund to):  3001 Hackberry Rd, Irving, TX 75063 ✓		Property Address: And/or Legal Description: 4518 MEMPHIS AVE, EL PASO TX 799030000			
Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:	
1. 2022	12/06/22	34000895	6,943.84	6,943.84	
2. 2023	12/09/23	NA	4,402.76	4,402.76	
3.					
TOTAL AMOUNT (sum of the above amounts)					

(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:

Since we have paid the taxes to M32999902109300 instead of M32999902109325 for the year 2022 and 2023 in the amount of \$6,943.84 and 4,040.76. Hence requesting for the refund for the amount paid to incorrect parcel which is not serviced by corelogic.

"I certify that information given to obtain this refund is true and correct."

Requestor signature: Stephanie Markham CoreLogic

Date: 6-26-24

Printed name: Stephanie Markham - CoreLogic

Title: Associate #

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:

Anna O. Pasillas

Date:

7/1/24

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: \_\_\_\_\_





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](mailto:taxforms@elpasotexas.gov)

CITY TAX OFFICE

JUN 26 2024

FIRST LIGHT FEDERAL CREDIT UNION  
P.O. BOX 24902  
EL PASO, TX 79914-900

Geo No. P863-999-0060-1700	Prop ID 403010
Legal Description of the Property 6 PLEASANT HILLS #1 LOT 9 (7773.00 SQ FT)  4732 ROUND ROCK DR  OWNER: MUNOZ EDUARDO JR	

OP  
+2500

2023 OVERAGE AMOUNT \$3,606.74

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.

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: First Light Federal Credit Union			
	Address: PO Box 24901			
	City, State, Zip: El Paso TX 79914			
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915.567.1172		E-Mail Address:	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Check Payment	458687	01/23/2024	\$30,869.84
	TOTAL AMOUNT PAID (sum of the above amounts)			
	Please check one of the following:			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	<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.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
<b>Step 4. Sign the form.</b> 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) Carolina Martinez		PRINTED NAME & DATE Carolina Martinez 6/26/24	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 6-26-24				



ATTACHMENT B

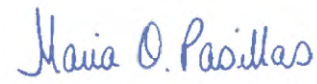
TAX REFUNDS

July 16, 2024

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(Geo. #L447-999-074D-0100)
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(Geo. # M329-999-0210-9300)
3. First Light Federal Credit Union, in the amount of \$3,606.74 made an overpayment on January 23, 2024 of 2023 taxes.  
(Geo. #P863-999-0060-1700)

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Laura D. Prine  
City Clerk

  
\_\_\_\_\_  
Maria O. Pasillas, RTA  
Tax Assessor Collector





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 24-947, Version: 1**

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### **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 May 21, 2024 - June 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 16, 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 May 21, 2024 - June 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

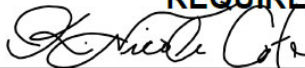
**PRIMARY DEPARTMENT:** City Manager's Office - Office of Management and Budget

**SECONDARY DEPARTMENT:** All City

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\*\*\*\*\***REQUIRED AUTHORIZATION**\*\*\*\*\*

**DEPARTMENT HEAD:**



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





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 24-952, Version: 1**

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### **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 Alan M. Serna in the amount of \$1,000.00 from The Law Office of Steve Ortega, PLLC.



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
AGENDA SUMMARY FORM**

**RECEIVED**

By City Clerk's Office at 8:29 am, Jul 02, 2024

**AGENDA DATE:** 7/2/2024

**CANDIDATE NAME:** Alan M. Serna

**OFFICE SOUGHT:** City Council 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 Alan M. Serna in the amount of \$1,000.00 from The Law Office of Steve Ortega, PLLC

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

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 24-974, Version: 1**

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

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

#### **AGENDA LANGUAGE:**

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Cassandra Hernandez in the amount of \$1,000 from Bettina Olivares Campaign.





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 24-982, Version: 1**

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### **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.





Legislation Text

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File #: 24-938, Version: 1

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**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

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

**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 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

**Award Summary:**

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Ace Government Services, LLC, referencing Contract 2022-0375 Janitorial Services - Police Facilities. This will be a change order to increase the award by \$162,202.50 for a total amount not to exceed \$2,058,116.70. This change order will add capacity to provide janitorial services for Eastside Regional Command Center, Fire Facilities and North West Corral.

Department:	Streets & Maintenance
Award to:	Ace Government Services, LLC
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$1,895,914.20
Change Order Amount:	\$ 162,202.50
Total estimated Amount not to Exceed:	\$2,058,116.70
Account(s):	532-1000-522260-31040-P3120
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Award - Unit Price Contract.



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**  
Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000  
K. Nicole Cote, Managing Director (915) 212-1092

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 7. Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life

**SUBJECT:**

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Ace Government Services, LLC, referencing Contract 2022-0375 Janitorial Services – Police Facilities. This will be a change order to increase the award by \$162,202.50 for a total amount not to exceed \$2,058,116.70.

**BACKGROUND / DISCUSSION:**

This change order will add capacity to the current contract to include the Eastside Regional Command Center for the duration of the initial term of the contract and Fire Facilities and NW Corral on a temporary basis while a replacement contract is awarded.

**SELECTION SUMMARY:**

N/A

**CONTRACT VARIANCE:**

N/A

**PROTEST**

N/A

**PRIOR COUNCIL ACTION:**

On May 5, 2021 City Council approved the award of contract 2022-0375 Janitorial Services – Police Facilities to Ace Government Services, LLC for a three (3) year term and two (2) year-option to extend the contract for at total amount of \$3,123,105.00.

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$162,202.50  
Funding Source: General Fund  
Account: 532 – 1000 – 522260 – 31040 – P3120

**TITLE 2, CHAPTER 2.92, SECTION 2.92-080 DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS**

Purchasing & Strategic Sourcing has provided the opportunity to disclose campaign contributions and donations.



HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_\_\_ YES \_\_\_ NO

PRIMARY DEPARTMENT: Streets and Maintenance Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

  
\_\_\_\_\_  
Richard J. Bristol, Streets and Maintenance Director

7-1-24



Project Form  
(Change Order)

\*\*\*\*\*

Please place the following item on the **Consent Agenda** for the City Council of **July 16, 2024.**

**Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network**

The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life

**Award Summary:**

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Ace Government Services, LLC, referencing Contract 2022-0375 Janitorial Services – Police Facilities. This will be a change order to increase the award by \$162,202.50 for a total amount not to exceed \$2,058,116.70. This change order will add capacity to provide janitorial services for Eastside Regional Command Center, Fire Facilities and North West Corral.

Department:	Streets & Maintenance
Award to:	Ace Government Services, LLC
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$1,895,914.20
Change Order Amount:	\$ 162,202.50
Total estimated Amount not to Exceed:	\$2,058,116.70
Account(s):	532 – 1000 – 522260 – 31040 – P3120
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Award - Unit Price Contract.





Legislation Text

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File #: 24-940, Version: 1

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**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

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

**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 7.5 Set one standard for infrastructure across the city.

**Award Summary:**

The Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Delta Unlimited, LLC dba Delta Pest Control & Lawn Service referencing Contract 2019-869, Grounds Maintenance-City Facilities. This will be a change order to increase the award by \$6,950.00 resulting in a revised not to exceed total contract amount of \$1,042,003.00. This change order will add capacity to provide grounds maintenance for Eastside Regional Command Center.

Department:	Streets & Maintenance
Award to:	Delta Unlimited, LLC dba Delta Pest Control & Lawn Service
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$1,035,053.00
Change Order Amount:	\$ 6,950.00
Total estimated Amount not to Exceed:	\$1,042,003.00
Account(s):	532-1000-522260-31040- P3120
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Award - Unit Price Contract.



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**  
Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000  
K. Nicole Cote, Managing Director (915) 212-1092

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 7. Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** 7.5 Set one standard for infrastructure across the city

**SUBJECT:**

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Delta Unlimited, LLC dba Delta Pest Control & Lawn Service referencing Contract 2019-869, Grounds Maintenance-City Facilities. This will be a change order to increase the award by \$6,950.00 resulting in a revised not to exceed total contract amount of \$1,042,003.00

**BACKGROUND / DISCUSSION:**

This change order will add capacity to include the Eastside Regional Command Center for the duration of this contract.

**SELECTION SUMMARY:**

N/A

**CONTRACT VARIANCE:**

N/A

**PROTEST**

N/A

**PRIOR COUNCIL ACTION:**

On December 10, 2019 City Council approved the award of contract 2019-869 Grounds Maintenance-City Facilities to Delta Unlimited, LLC dba Delta Pest Control & Lawn Service for a three (3) year term and two (2) year-option to extend the contract for at total amount of \$985,720.00.

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$6,950.00  
Funding Source: General Fund  
Account: 532 – 1000 – 522260 – 31040 - P3120

**TITLE 2, CHAPTER 2.92, Section 2.92-080 DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS**

Purchasing & Strategic Sourcing has provided the opportunity to disclose campaign contributions and donations.



HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?   X   YES      NO

PRIMARY DEPARTMENT: Streets and Maintenance Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

  
Richard J. Bristol, Streets and Maintenance Director

7-1-24



Project Form  
(Change Order)

\*\*\*\*\*

Please place the following item on the **Consent Agenda** for the City Council of **July 16, 2024.**

**Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network**

The linkage to the Strategic Plan is subsection 7.5 Set one standard for infrastructure across the city

**Award Summary:**

The Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Delta Unlimited, LLC dba Delta Pest Control & Lawn Service referencing Contract 2019-869, Grounds Maintenance-City Facilities. This will be a change order to increase the award by \$6,950.00 resulting in a revised not to exceed total contract amount of \$1,042,003.00. This change order will add capacity to provide grounds maintenance for Eastside Regional Command Center.

Department:	Streets & Maintenance
Award to:	Delta Unlimited, LLC dba Delta Pest Control & Lawn Service
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$1,035,053.00
Change Order Amount:	\$ 6,950.00
Total estimated Amount not to Exceed:	\$1,042,003.00
Account(s):	532 – 1000 – 522260 – 31040 - P3120
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Award - Unit Price Contract.





Legislation Text

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**File #: 24-955, Version: 1**

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**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) 212-1090

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

**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 7.5 Set one standard for infrastructure across the city.

**Award Summary:**

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Rio Valley BioFuels, LLC., Brewer Oil Co and James River Solutions, LLC referencing Contract 2020-166 Automotive Fuel - Unleaded. This will be a change order to increase the award by \$252,797.95 resulting in a revised not to exceed total contract amount of \$14,252,797.95. This change order will add capacity to provide unleaded fuel for Eastside Regional Command Center.

Department:	Streets & Maintenance
Award to:	Rio Valley Biofuels, LLC
City & State	Anthony, New Mexico
	Brewer Oil Co
	Artesia, New Mexico
	James River Solutions, LLC
	Ashland, Virginia
Current Contract Estimated Amount:	\$14,000,000.00
Change Order Amount:	\$ 252,797.95
Total estimated Amount not to Exceed:	\$14,252,797.95
Account(s):	532-3600-531240-37020-P3701
Funding Source(s):	Internal Service Fund
District(s):	All

This was a Best Value Bid Award - Unit Price Contract.



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**  
Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000  
K. Nicole Cote, Managing Director (915) 212-1092

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 7. Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** 7.5 Set one standard for infrastructure across the city

**SUBJECT:**

Request that the Managing Director of Purchasing & Strategic be authorized to issue a Purchase Order to Rio Valley BioFuels, LLC., Brewer Oil Co and James River Solutions, LLC referencing Contract 2020-166 Automotive Fuel – Unleaded. This will be a change order to increase the award by \$252,797.95 resulting in a revised not to exceed total contract amount of \$14,252,797.95.

**BACKGROUND / DISCUSSION:**

This change order will add capacity to include the Eastside Regional Command Center for the duration of this contract.

**SELECTION SUMMARY:**

N/A

**CONTRACT VARIANCE:**

N/A

**PROTEST**

N/A

**PRIOR COUNCIL ACTION:**

On December 10, 2019 City Council approved the award of contract 2020-166 Automotive Fuel – Unleaded to Rio Valley BioFuels, LLC., Brewer Oil Co and James River Solutions, LLC for a three (3) year term and two (2) year-option to extend the contract for at total amount of \$14,000,000.00.

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$252,797.95  
Funding Source: Internal Service Fund  
Account: 532 – 3600 – 531240 – 37020 – P3701

**TITLE 2, CHAPTER 2.92, Section 2.92-080 DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS**

Purchasing & Strategic Sourcing has provided the opportunity to disclose campaign contributions and donations.



HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_\_\_\_ YES \_\_\_\_ NO

PRIMARY DEPARTMENT: Streets and Maintenance Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:



7-2-24

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Richard J. Bristol, Streets and Maintenance Director



Project Form  
(Change Order)

\*\*\*\*\*

Please place the following item on the **Consent Agenda** for the City Council of **July 16, 2024.**

**Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network**

The linkage to the Strategic Plan is subsection 7.5 Set one standard for infrastructure across the city

**Award Summary:**

The request that the Managing Director of Purchasing & Strategic be authorized to issue a Purchase Order to Rio Valley BioFuels, LLC., Brewer Oil Co and James River Solutions, LLC referencing Contract 2020-166 Automotive Fuel – Unleaded. This will be a change order to increase the award by \$252,797.95 resulting in a revised not to exceed total contract amount of \$14,252,797.95. This change order will add capacity to provide unleaded fuel for Eastside Regional Command Center.

Department:	Streets & Maintenance
Award to:	Rio Valley Biofuels, LLC
City & State	Anthony, New Mexico
	Brewer Oil Co
	Artesia, New Mexico
	James River Solutions, LLC
	Ashland, Virginia

Current Contract Estimated Amount:	\$14,000,000.00
Change Order Amount:	\$ 252,797.95
Total estimated Amount not to Exceed:	\$14,252,797.95
Account(s):	532 – 3600 – 531240 – 37020 – P3701
Funding Source(s):	Internal Service Fund
District(s):	All

This was a Best Value Bid Award – Unit Price Contract.





Legislation Text

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**File #: 24-939, Version: 1**

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**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

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

**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 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

**Award Summary:**

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized 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 \$86,250.00 for a total amount not to exceed \$830,000.00. This change order will allow to continue the application of thermoplastic striping and markings on City owned right-of-way.

Department:	Streets & Maintenance
Award to:	Pavement Marking LLC dba PMI Pavement Marking
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$743,750.00
Change Order Amount:	\$ 86,250.00
Total estimated Amount not to Exceed:	\$830,000.00
Account(s):	532-1000-32020-522270-P3254
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Award - Unit Price Contract.



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**  
Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000  
K. Nicole Cote, Managing Director (915) 212-1092

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 7. Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life

**SUBJECT:**

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized 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 \$86,250.00 for a total amount not to exceed \$830,000.00.

**BACKGROUND / DISCUSSION:**

This change order will add capacity to the current contract to allow on demand application of thermoplastic striping and markings on City owned right-of-way, in accordance with TXDoT Manual of Uniform Traffic Control Devices, as needed or required for special projects and/or maintenance activities. A replacement contract is currently being procured.

**SELECTION SUMMARY:**

N/A

**CONTRACT VARIANCE:**

N/A

**PROTEST**

N/A

**PRIOR COUNCIL ACTION:**

On August 31, 2021 City Council approved the award of contract 2021-1263 Thermoplastic Striping to Pavement Marking, LLC dba PMI Pavement Marking LLC for a period of seven hundred fifty (750) consecutive calendar days and additional seven hundred fifty (750) consecutive calendar days option to extend for a total amount of \$664,000.00.

On June 11, 2024 City Council approved a change order to add capacity to this contract by \$79,750.00 for a total amount not to exceed \$743,750.00.

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$86,250.00  
Funding Source: General Fund  
Account: 532-1000-32020-522270-P3254

**TITLE 2, CHAPTER 2.92, Section 2.92-080 DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS**

Purchasing & Strategic Sourcing has provided the opportunity to disclose campaign contributions and donations.



HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:



7-2-24

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Richard J. Bristol, Streets and Maintenance Director



Project Form  
(Change Order)

\*\*\*\*\*

Please place the following item on the **Consent Agenda** for the City Council of **July 16, 2024.**

**Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network**

The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life

**Award Summary:**

The request that the Managing Director of Purchasing & Strategic Sourcing be authorized 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 \$86,250.00 for a total amount not to exceed \$830,000.00. This change order will allow to continue the application of thermoplastic striping and markings on City owned right-of-way.

Department:	Streets & Maintenance
Award to:	Pavement Marking LLC dba PMI Pavement Marking
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$743,750.00
Change Order Amount:	\$ 86,250.00
Total estimated Amount not to Exceed:	\$830,000.00
Account(s):	532-1000-32020-522270-P3254
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Award - Unit Price Contract.





Legislation Text

File #: 24-945, 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

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.*

The linkage to the Strategic Plan is subsection: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

**Award Summary:**

The award of Solicitation 2024-0247 Leashes and Collars (Re-Bid) to the following suppliers: 1) Campbell Pet Company, 2) Heather Collette Ivy dba A2Z Supplies for a total estimated amount of \$152,535.00. This contract will allow the Animal Services Department to provide leashes and collars for all animals in their care.

**Contract Variance:**

N/A

Department:	Animal Services
Award to Supplier 1:	Campbell Pet Company
City & State:	Vancouver, WA
Item(s):	1 & 2
Initial Term:	3 Years
Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$39,600.00
Initial Term Estimated Award:	\$118,800.00
Total Estimated Award:	\$118,800.00
Award to Supplier 2:	Heather Collette Ivy dba A2Z Supplies
City & State:	El Paso, TX
Item(s):	3 & 4
Initial Term:	3 Years
Option Terms:	2 Years



Total Contract Time:	5 Years
Annual Estimated Award:	\$6,747.00
Initial Term Estimated Award:	\$20,241.00
Option Term Estimated Award:	\$13,494.00
Total Estimated Award:	\$33,735.00
Total Annual Estimated Award:	\$46,347.00
Total Initial Term Estimated Award:	\$139,041.00
Total Option Term Estimated Award:	\$13,494.00
Total Estimated Award:	\$152,535.00
Account(s)	225 - 2580 - 25120 - 531120
Funding Source(s):	Animal Services Special Fund
District(s):	All

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This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Animal Services Department recommend award as indicated to Campbell Pet Company and Heather Collette Ivy dba A2Z Supplies the lowest responsive and responsible bidders.

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 16, 2024  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Terry K. Kebschull, Animal Services Director (915) 212-8742  
K. Nicole Cote, Managing Director (915) 212-1092

**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:**

The award of solicitation 2024-0247 Leashes and Collars (Re-Bid) to the vendors indicated below, for an initial three (3) year term for an estimated amount of \$139,041.00. The award also includes a two (2) year option for an estimated amount of \$13,494.00. The total contract value is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$152,535.00.

Line Item 1 and 2 awarded to Campbell Pet Company for an initial three (3) year term for an estimated amount of \$118,800.00.

Line Item 3 and 4 awarded to Heather Collette Ivy dba A2Z Supplies for an initial three (3) year term for an estimated amount of \$20,241.00. The award also includes a two (2) year option for an estimated amount of \$13,494.00. The total contract value is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$33,735.00.

**BACKGROUND / DISCUSSION:**

Animal Services policy is for every animal to leave either on a leash or in a pet carrier. Animal Services provides a leash for Adopters' or owners who did not bring one. The leashes and harness will be used by staff when walking or moving animal.

**SELECTION SUMMARY:**

Solicitation was advertised on March 19, 2024 and March 26, 2024. The solicitation was posted on City website on March 19, 2024. There was a total of seven (7) viewers online; four (4) bids were received; one (1) being a local supplier.

**CONTRACT VARIANCE:**

N/A

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$ 152,535.00

Funding Source: Animal Services Special Fund

Account: 225-2580-25120-531120



HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

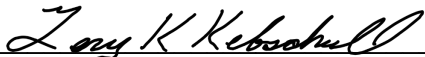
PRIMARY DEPARTMENT: Animal Services

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:



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Terry K. Kebschull, Animal Services Director



Project Form  
Low Bid

\*\*\*\*\*Posting Language Below\*\*\*\*\*

Please place the following item on the Consent Agenda for the City Council Meeting of July 16, 2024.

Strategic Goal 8 - Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic Plan is subsection: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

**Award Summary:**

The award of solicitation 2024-0247 Leashes and Collars (Re-Bid) to the following suppliers: 1) Campbell Pet Company, 2) Heather Collette Ivy dba A2Z Supplies for a total estimated amount of \$152,535.00. This contract will allow the Animal Services Department to provide leashes and collars for all animals in their care.

**Contract Variance:**

N/A

Department:	Animal Services
Award to Supplier 1:	Campbell Pet Company
City & State:	Vancouver, WA
Item(s):	1 & 2
Initial Term:	3 Years
Option Terms:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$39,600.00
Initial Term Estimated Award:	\$118,800.00
Total Estimated Award:	\$118,800.00
Award to Supplier 2:	Heather Collette Ivy dba A2Z Supplies
City & State:	El Paso, TX
Item(s):	3 & 4
Initial Term:	3 Years
Option Terms:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$6,747.00
Initial Term Estimated Award:	\$20,241.00
Option Term Estimated Award:	\$13,494.00
Total Estimated Award:	\$33,735.00
Total Annual Estimated Award:	\$46,347.00
Total Initial Term Estimated Award:	\$139,041.00
Total Option Term Estimated Award:	\$13,494.00
Total Estimated Award:	\$152,535.00
Account(s)	225 – 2580 – 25120 – 531120
Funding Source(s):	Animal Services Special Fund
District(s):	All



This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Animal Services Department recommend award as indicated to Campbell Pet Company and Heather Collette Ivy dba A2Z Supplies the lowest responsive and responsible bidders.

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

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





CITY OF EL PASO  
BID TABULATION FORM



BID TITLE: Leashes and Collars (Re-Bid)													BID NO: 2024-0247		
BID DATE: April 17, 2024													DEPARTMENT: Animal Services		
				Heather Collette Ivy dba A2Z Supplies El Paso, TX Bidder 1 of 4			C. Specialties, Inc. Indianapolis, IN Bidder 2 of 4			Campbell Pet Company Brush Prairie, WA Bidder 3 of 4			Fyre Marketing, LLC. Madeira Beach, FL Bidder 4 of 4		
Item No.	Description	Unit of Measure	Approximate Quantities (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	6' Nylon Flat Leashes with Bolt Snap (9/16" x 6')	ea	8000	\$ 2.49	\$ 19,920.00	\$ 59,760.00	\$ 4.20	\$ 33,600.00	\$ 100,800.00	\$ 1.85	\$ 14,800.00	\$ 44,400.00	\$ 1.39	\$ 11,120.00	\$ 33,360.00
2	Adjustable Collars Nylon Flat (3/4")	ea	8000	\$ 3.49	\$ 27,920.00	\$ 83,760.00	\$ 3.15	\$ 25,200.00	\$ 75,600.00	\$ 3.10	\$ 24,800.00	\$ 74,400.00	\$ 0.59	\$ 4,720.00	\$ 14,160.00
3	Dog Leash Slip Lead Snap Hook Rope	ea	150	\$ 14.99	\$ 2,248.50	\$ 6,745.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4.89	\$ 733.50	\$ 2,200.50
4	No Pull Dog Harness Adjustable Oxford Dog Vest Harness with Leash - Large	ea	150	\$ 29.99	\$ 4,498.50	\$ 13,495.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.99	\$ 1,348.50	\$ 4,045.50
Total					\$ 54,587.00	\$ 163,761.00		\$ 58,800.00	\$ 176,400.00		\$ 39,600.00	\$ 118,800.00		\$ 17,922.00	\$ 53,766.00
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>															
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)				<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input checked="" type="checkbox"/>		
NO OPTION OFFERED				<input type="checkbox"/>			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			<input type="checkbox"/>		
AMENDMENTS ACKNOWLEDGED:				N/A			N/A								
BIDS SOLICITED: 131 LOCAL BIDS SOLICITED: 72 BIDS RECEIVED: 4 LOCAL BIDS RECEIVED: 1 NO BID: 0															
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.															



### 2024-0247 Leashes and Collars (Re-Bid) Views

<u>No.</u>	<u>Participant Name</u>	<u>Response Date</u>	<u>Response Status</u>	<u>City</u>	<u>State</u>
1	FYRE MARKETING LLC	04/17/2024	Submitted	Saint Petersburg	FL
2	C. SPECIALTIES INC.	04/17/2024	Submitted	Indianapolis	IN
3	A2Z Supplies	04/16/2024	Submitted	El Paso	TX
4	Paso-Tex Industries LLC	04/16/2024	No Bid	El Paso	TX
5	Campbell Pet Company	04/11/2024	Submitted	Vancouver	WA
6	Jaak Tech LLC		Viewed	Oxon Hill	MD
7	Pwxpress		Viewed	Jacksonville	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:**

Full Name Heather Collette Ivy

Business Name A2Z Supplies

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: 4.15.24



# 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:

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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.

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## Contributor / Donor Information:

Full Name

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Business Name

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Agenda Item Type

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Relevant Department

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**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.

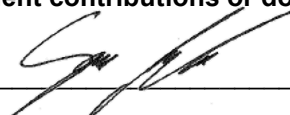
I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

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

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File #: 24-975, Version: 1

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 5**

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

**AGENDA LANGUAGE:**

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

Discussion and action to authorize the expenditure of District 5 discretionary funds, as an amendment in an additional amount of \$158.32, for the office of District 5 to cover costs associated with attending and participating in the 2024 National Association of Latino Elected and Appointed Officials (NALEO) 41st Conference, serving a municipal purpose by enhancing education and government participation, covering our municipal vision and strategic goals.



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
AGENDA SUMMARY FORM**

**DEPARTMENT:** MAYOR AND COUNCIL

**AGENDA DATE:** July 16, 2024

**CONTACT PERSON NAME AND PHONE NUMBER:**

City Representative Isabel Salcido, 915-212-0005

**DISTRICT(S) AFFECTED:** District 5

**STRATEGIC GOAL:** (Goal 1 - Cultivate an Environment Conducive to Strong, Economic Development.  
3- Promote the Visual Image of El Paso. Goal 6- Set the Standard for Sound  
Governance & Fiscal Management.)

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

Discussion and action to authorize the expenditure of District 5 discretionary funds, as an amendment in an additional amount of \$158.32, for the office of District 5 to cover costs associated with attending and participating in the 2024 National Association of Latino Elected and Appointed Officials (NALEO) 41st Conference, serving a municipal purpose by enhancing education and government participation, covering our municipal vision and strategic goals.

**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?

On March 26, 2024, council approved resolution authorizing the expenditure of District 5 discretionary funds, in an amount not to exceed \$5,000.00. This amendment is to cover exact cost associated with the attendance to the NALEO 2024 conference, totaling a sum of \$5,158.32 .

**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



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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*



## RESOLUTION

**WHEREAS**, the National Association of Latino Elected & Appointed Officials (“NALEO”) is a diverse non-partisan organization that holds an annual conference which includes professional development sessions taught by many of the nation’s leading subject matter experts designed to enhance policymakers’ governance skills and understanding of critical policy issues; and

**WHEREAS**, the NALEO held its 41<sup>st</sup> annual conference in Las Vegas, Nevada from June 18<sup>th</sup> through June 20<sup>th</sup>, 2024 (“Conference”); and

**WHEREAS**, on March 26, 2024 City Council of the City of El Paso approved a resolution providing an allocation of up to \$5,000 from District 5’s discretionary funds to fund the attendance and participation of District 5 employees to the Conference; and

**WHEREAS**, the cost of the attendance to the Conference exceeded the previously allocated amount; and

**WHEREAS**, District 5 has requested that City Council approve the additional amount of Discretionary funds required to cover the full cost of attendance to the Conference having previously found that the expenditure of District 5 discretionary funds serves a municipal purpose of setting the standard for sound governance and fiscal management, as well as cultivating an environment conducive to strong economic development.

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

That the City Council declares that the previously approved expenditure of District 5 discretionary funds be revised to an amount not to exceed \$5,158.32 which will pay for the full cost of attendance and participation of District 5 employees in NALEO’s 41<sup>st</sup> annual conference; and

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2024.


**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Joyce Garcia,  
Assistant City Attorney





Legislation Text

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File #: 24-976, Version: 1

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**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

Members of the City Council, Representative Brian Kennedy, (915) 212-0001

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 to direct the City Attorney to prepare an ordinance ordering an election on the November 5, 2024 uniform election date to permit voters to determine whether to revoke the City's authority to issue the 2012 Quality of Life bonds that have not yet been sold or delivered; and to direct the City Manager and City Attorney to undertake all actions necessary to defease and/or redeem all or a portion of the outstanding 2012 Quality of Life bonds issued to fund the Multipurpose Performing Arts and Entertainment Facility project.



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

**DEPARTMENT:** Mayor and Council

**AGENDA DATE:** 07/16/2024

**CONTACT PERSON NAME AND PHONE NUMBER:**

Rep. Chris Canales, 915-212-0008

Rep. Brian Kennedy, 915-212-0001

Rep. Art Fierro, 915-212-0006

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:**

Goal 6 - Set the Standard for Sound Governance & Fiscal Management

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what?**  
**Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

Discussion and action to direct the City Attorney to prepare an ordinance ordering an election on the November 5, 2024 uniform election date to permit voters to determine whether to revoke the City's authority to issue the 2012 Quality of Life bonds that have not yet been sold or delivered; and to direct the City Manager and City Attorney to undertake all actions necessary to defease and/or redeem all or a portion of the outstanding 2012 Quality of Life bonds issued to fund the Multipurpose Performing Arts and Entertainment Facility project.

**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 2012 Quality of Life Bond was approved by City of El Paso voters in the November 2012 election. The Multipurpose Performing Arts and Entertainment Facility is the only remaining project from that package for which there are bonds that have not yet been sold or delivered.

**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

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

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Legislation Text

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**File #: 24-914, Version: 2**

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**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.*

Presentation by Strategic and Legislative Affairs and the National Renewable Energy Laboratory (NREL) on an awarded U.S. Department of Energy (DOE) Communities Local Energy Action Program (LEAP) Technical Assistance Grant and upcoming energy resilience projects.



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

**AGENDA DATE:** July 16, 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 6: Set the Standard for Sound Governance & Fiscal Management

**SUBJECT:**

Presentation by Strategic and Legislative Affairs and the National Renewable Energy Laboratory (NREL) on an awarded U.S. Department of Energy (DOE) Communities LEAP Technical Assistance Grant and upcoming energy resilience projects.

**BACKGROUND / DISCUSSION:**

NREL has decades of focused leadership in clean energy research, development, and deployment. NREL has more than 1,100 active partnerships with industry, universities, foundations, and governments and a budget of \$783.5M in Fiscal Year 2023. In March of 2024, the DOE awarded the City of El Paso a Communities LEAP Technical Assistance Grant for The Intersection of Community and Commerce (ICC) Initiative. As part of the grant, NREL will work with the City of El Paso as a project development partner for 12 months.

The City of El Paso has identified energy resilience projects related to City-owned facilities, international ports of entry, the El Paso International Airport, the Advanced Manufacturing District and Innovation Factory, and other projects with utilities, EPCC, UTEP, and other partners.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Strategic and Legislative Affairs

**SECONDARY DEPARTMENT:**

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Ian Voglewede

*Stephen Ian Voglewede*

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





El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 24-915, Version: 2**

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**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, Ian Voglewede, (915) 299-9409

**AGENDA LANGUAGE:**

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

Presentation by Focused Advocacy on policy developments leading up to the 89<sup>th</sup> Texas Legislative Session.



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Ian Voglewede, Strat. and Legislative Affairs Director, 915-299-9409

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** No 6: Set the Standard for Sound Governance & Fiscal Management

**SUBJECT:**

Presentation on updates from Focused Advocacy on the 89<sup>th</sup> Texas Legislative Session.

**BACKGROUND / DISCUSSION:**

This presentation will focus on the interim updates in preparation for the 89<sup>th</sup> Texas Legislative Session.

**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:**

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\*\*\*\*\***REQUIRED AUTHORIZATION**\*\*\*\*\*

**DEPARTMENT HEAD:** Ian Voglewede

*Stephen Ian Voglewede*

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





Legislation Text

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File #: 24-927, Version: 2

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**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, Luis F. Zamora, (915) 212-1552

**AGENDA LANGUAGE:**

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

An Ordinance changing the zoning of the following real property known as: Parcel 1: 52.17 Acres of land out of a 381.90 Acre Tract (described in Volume 2526, Page 2033 Real Property Records of El Paso County, Texas), now known as Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from R-3 (Residential) and R-F (Ranch and Farm) to C-4 (Commercial); and, Parcel 2: 9.72 Acre portion out of a 381.90 Acre Tract described in Volume 2526, Page 2033, Real Property Records of El Paso County, Texas, being Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) to C-2 (Commercial); and, Parcel 3: 15.00 Acres of land out of a 381.90 Acre Tract (described in Volume 2526, Page 2033, Real Property Records of El Paso County, Texas), now known as Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) to A-O (Apartment/Office), 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: Joe Battle Boulevard and North of Pellicano Drive

Applicant: County of El Paso, PZRZ23-00018



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** August 13, 2024

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Luis F. Zamora, (915) 212-1552

**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 changing the zoning of the following real property known as: Parcel 1: 52.17 Acres of land out of a 381.90 Acre Tract (described in Volume 2526, Page 2033 Real Property Records of El Paso County, Texas), now known as Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from R-3 (Residential) and R-F (Ranch and Farm) to C-4 (Commercial); and, Parcel 2: 9.72 Acre portion out of 381.90 Acre Tract described in Volume 2526, Page 2033, Real Property Records of El Paso County, Texas, being Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) to C-2 (Commercial); and, Parcel 3: 15.00 Acres of land out of a 381.90 Acre Tract (described in Volume 2526, Page 2033, Real Property Records of El Paso County, Texas), now known as Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) to A-O (Apartment/Office), 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: Joe Battle Boulevard and North of Pellicano Drive  
Applicant: County of El Paso, PZRZ23-00018

**BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone the subject property into three (3) different zoning districts. Parcel 1 is proposed to be rezoned from R-3 (Residential) and R-F (Ranch and Farm) to C-4 (Commercial) to allow for government and hospital uses; Parcel 2 is proposed to be rezoned from R-F (Ranch and Farm) to C-2 (Commercial) to allow for bank and office uses; and Parcel 3 is proposed to be rezoned to from R-F (Ranch and Farm) to A-O (Apartment/Office) to allow medical offices and medical clinic uses. The City Plan Commission recommended 8-0 to approve the proposed rezoning request on April 18, 2024. As of July 1, 2024, the Planning Division has received three (3) phone calls and three (3) emails of opposition to the rezoning 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

Revised 04/09/2021



SECONDARY DEPARTMENT: N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

*Philip Fiore*

---



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS: PARCEL 1: 52.17 ACRES OF LAND OUT OF A 381.90 ACRE TRACT (DESCRIBED IN VOLUME 2526, PAGE 2033 REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS), NOW KNOWN AS TRACT 1A, SECTION 16, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-3 (RESIDENTIAL) AND R-F (RANCH AND FARM) TO C-4 (COMMERCIAL); AND, PARCEL 2: 9.72 ACRE PORTION OUT OF A 381.90 ACRE TRACT DESCRIBED IN VOLUME 2526, PAGE 2033, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS, BEING TRACT 1A, SECTION 16, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL); AND, PARCEL 3: 15.00 ACRES OF LAND OUT OF A 381.90 ACRE TRACT (DESCRIBED IN VOLUME 2526, PAGE 2033, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS), NOW KNOWN AS TRACT 1A, SECTION 16, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO A-O (APARTMENT/OFFICE), 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 *Parcel 1: 52.17 Acres of land out of a 381.90 Acre Tract (described in Volume 2526, Page 2033 Real Property Records of El Paso County, Texas), now known as Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys*, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; and, *Parcel 2: 9.72 Acre portion out of a 381.90 Acre Tract described in Volume 2526, Page 2033, Real Property Records of El Paso County, Texas, being Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys*, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; and, *Parcel 3: 15.00 Acres of land out of a 381.90 Acre Tract (described in Volume 2526, Page 2033, Real Property Records of El Paso County, Texas), now known as Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys*, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; be changed as listed for **PARCEL 1: FROM R-3 (RESIDENTIAL) AND R-F (RANCH AND FARM) TO C-4 (COMMERCIAL); PARCEL 2: FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL); and PARCEL 3: R-F (RANCH AND FARM) TO A-O (APARTMENT/OFFICE)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.



Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the residents of the 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 twenty feet (20') on center along the property lines adjacent to residential or ranch and farm zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*
2. *Within twenty feet (20') from the front property line abutting Joe Battle Boulevard, no parking or vehicular storage or display shall be allowed.*
3. *No motor vehicle repair uses shall be allowed within 600-feet of Paseo Del Sol Park.*

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

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

(ADDITIONAL SIGNATURES ON NEXT PAGE)



**APPROVED AS TO FORM:**

*Russel T. Abeln*

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Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*

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Philip F. Etiwe, Director  
Planning & Inspections Department



## Barragan &amp; Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

DESCRIPTION  
(Parcel 1)

**Description** of a 52.17 Acres of land out of a 381.90 Acre Tract (described in Volume 2526, Page 2033, Real Property Records of El Paso County, Texas), now known as Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas, and being more particularly described as follows:

**COMMENCING**, for reference a found "x" mark on concrete at the centerline intersection of Fito Hernandez Street and Cevalia Avenue, from which a found city monument at the centerline intersection of Fito Hernandez Street and Paseo Rosannie Avenue, bears S 02° 33' 17" W, a distance of 915.54 feet; **THENCE**, N 87° 30' 02" W, along the centerline of said Cevalia Avenue, a distance of 123.22 feet to a point on for the northwesterly corner of Mesquite Trails Unit Three, filed for record in Instrument No. 20070092103, Plat Records of El Paso County, Texas, the southwesterly corner of Mesquite Hills Unit One filed for record in Instrument No. 20070076323, Plat Records of El Paso County, Texas; **THENCE**, N 02° 29' 58" E, along the common line of Mesquite Trails Unit Three and said Tract 1A, a distance of 42.00 feet to a found nail for the northeasterly corner of said Tract 1A and Paseos Del Sol "Unit Two" "Amending Subdivision", filed for record in Volume 80, Page 6, Plat Records of El Paso County, Texas; **THENCE**, N 86° 56' 07" W, along the common line of said Tract 1A and Paseos Del Sol "Unit Two" "Amending Subdivision" filed for record in volume 80 page 6, Plat Records of El Paso County, Texas, a distance of 795.02 feet to the **POINT OF BEGINNING** of this description;

**THENCE**, S 03° 11' 58" W, a distance of 1340.03 feet to a found 5/8" rebar for corner on the southerly line of said Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas;

**THENCE**, N 86° 48' 02" W, leaving the common corner of said Tract 1C and Tract 1A1 along the southerly line of said Tract 1A, a distance of 1679.46 feet to a set 1/2" rebar with a cap stamped "B&A Inc." on the easterly right-of-way line of Joe Battle Boulevard (State Highway Loop 375), for the common corner of said Tract 1A and Tract 1C Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas; ;

**THENCE**, N 00° 19' 17" W, along said easterly right-of-way line of Joe Battle Boulevard (State Highway Loop 375) a distance of 225.16 (226.48) feet to a set 1/2" rebar with a cap stamped "B&A Inc.";

**THENCE**, N 02° 24' 38" E, along said easterly right-of-way line of Joe Battle Boulevard (State Highway Loop 375) a distance of 1111.39 feet to a point for corner, and for the common corner of Tract 1A and Tract 4, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas, from which a found 5/8" rebar with a cap stamped "RPLS 4178" bears N 84° 51' 05" W, a distance of 0.91 feet, also a found 1/2" rebar with cap stamped "TX 2998" bears, N 78° 49' 23" W a distance of 2.94 feet;

**THENCE**, S 86° 56' 07" E, leaving said easterly right-of-way line of Joe Battle Boulevard (State Highway Loop 375), along the common line of said Tract 1A, Tract 4, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas and Paseo Del Sol "Unit Two" "Amending Subdivision", an addition to the City of El Paso, El Paso County, Texas, according to the Plat thereof recorded in Volume 80, Page 6, Plat Records of El Paso County, Texas, a distance of 1708.60 feet to the **POINT OF BEGINNING** of this description and containing in all 52.17 acres more or less.

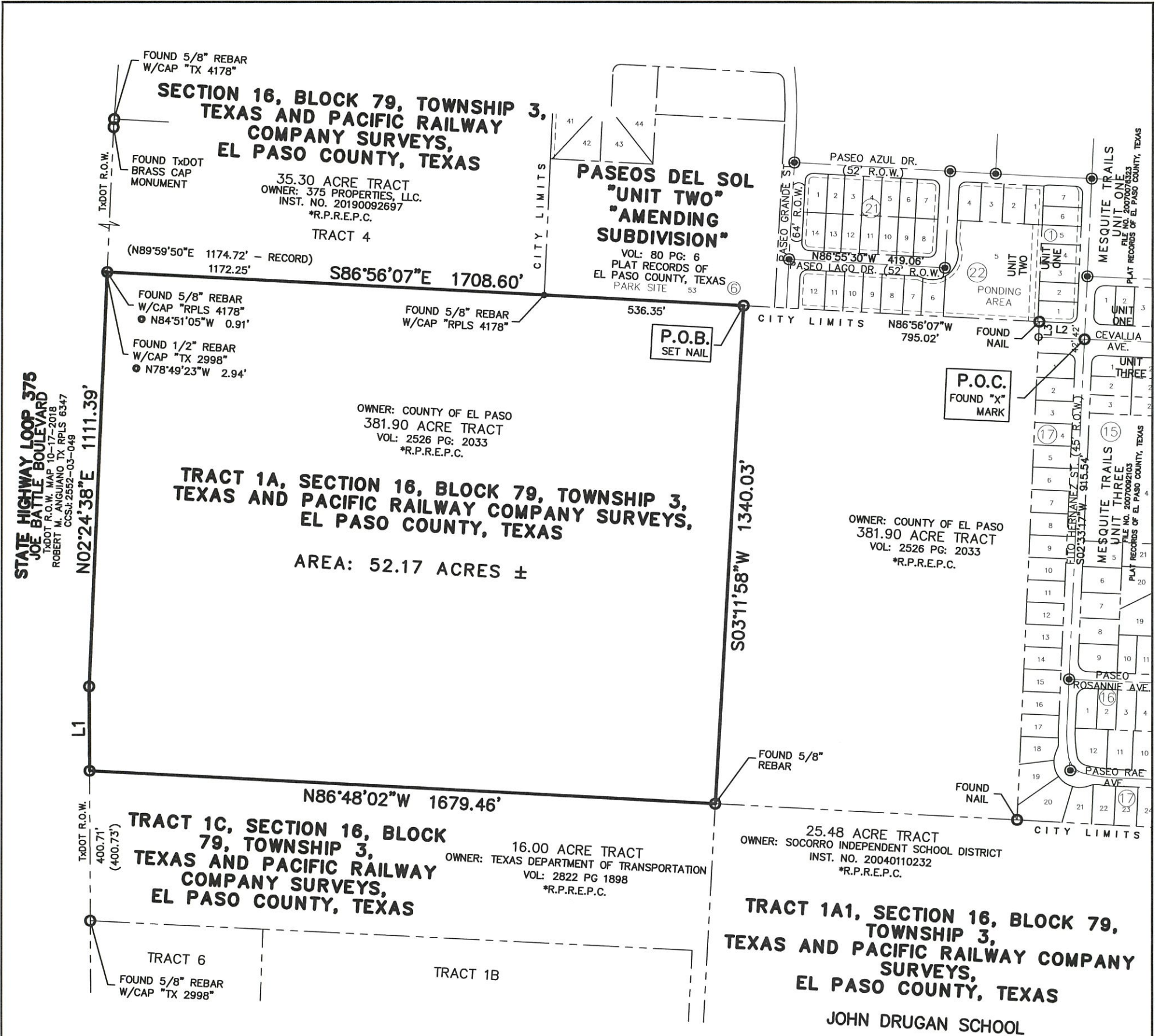
**NOTES:**

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
3. This description is not intended to be a subdivision process which may be required by the local or state code, and it is the client's/owner's responsibility to comply with this code if required.
4. This survey was done without the benefit of a title report.
5. A Plat of Survey of even date accompanies this description.



Benito Barragan TX R.P.L.S 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm # 10151200  
February 01, 2024  
Job No. 240131-18  
Parcel 1





\*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

NOTES:

1. ACCORDING TO THE FLOOD INSURANCE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPART OF HOMELAND SECURITY AND BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO BE LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON MAP NO. 480212 0250 B; MAP REVISED 09/04/1991, FOR EL PASO COUNTY AND INCORPORATED AREAS. THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED IN ZONE "X" WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
2. THE BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE 4203, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. COORDINATES SHOWN ARE SCALED TO SURFACE DISTANCES AT N: 0.0 AND E: 0.0 USING A SCALE FACTOR OF 1.000231. ALL AREAS SHOWN HEREON ARE CALCULATED BASED ON SURFACE MEASUREMENTS.
3. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING LINE, UTILITY LINES, AND OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
6. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPIE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
7. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE HEREON NAMED BORROWER, MORTGAGE COMPANY, AND/OR TITLE COMPANY.
8. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
9. THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON INDICATED AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED; AND IS ADDRESSED EXCLUSIVELY TO THE PARTIES NAMED HEREON.
10. NO IMPROVEMENTS ARE BEING SHOWN IN THIS SURVEY.
11. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY.



LEGEND

- — FOUND 1/2" REBAR W/CAP "B&A INC" (UNLESS NOTED OTHERWISE)
- — FOUND ORIGINAL CITY MONUMENT
- — CALCULATED POINT (NOT SET)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°19'17"W	225.16' (226.48')
L2	N87°30'02"W	123.22'
L3	N02°29'58"E	42.00'

**Barragan & Associates Inc.**

LAND PLANNING & SURVEYING  
TEXAS SURVEYING FIRM# 10151200  
10950 Pellicano Dr. Building-F,  
El Paso, Tx 79935  
Phone (915) 591-5709 Fax (915) 591-5706

**Plat of Survey**

PARCEL 1  
A PORTION OF TRACT 1A, SECTION 16,  
BLOCK 79, TOWNSHIP 3,  
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS,  
EL PASO COUNTY, TEXAS,  
52.17 ACRES ±

PREPARED BY AND UNDER THE SUPERVISION OF

Benito Barragan TX, R.P.L.S. No. 5615  
Job No. 240131-18 Copy Rights ©  
Field: JM Book: N/A Page: N/A

Scale: 1"=300'

Date: 02-01-2024

Drawn By: IB



DESCRIPTION  
(Parcel 2)

**Description** of a 9.72 Acre portion out of a 381.90 Acre Tract described in Volume 2526, Page 2033, Real Property Records of El Paso County, Texas, being Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas, and being more particularly described as follows:

**COMMENCING**, for reference a found "x" mark on concrete at the centerline intersection of Fito Hernandez Street and Cevalia Avenue, from which a found city monument at the centerline intersection of Fito Hernandez Street and Paseo Rosannie Avenue, bears S 02° 33' 17" W, a distance of 915.54 feet; **THENCE**, N 87° 30' 02" W, along the centerline of said Cevalia Avenue, a distance of 123.22 feet to a point on for the northwesterly corner of Mesquite Trails Unit Three, filed for record in Instrument No. 20070092103, Plat Records of El Paso County, Texas, the southwesterly corner of Mesquite Hills Unit One filed for record in Instrument No. 20070076323, Plat Records of El Paso County, Texas; **THENCE**, N 02° 29' 58" E, along the common line of Mesquite Trails Unit Three and said Tract 1A, a distance of 42.00 feet to a found nail for the northeasterly corner of said Tract 1A and Paseos Del Sol "Unit Two" "Amending Subdivision", filed for record in Volume 80, Page 6, Plat Records of El Paso County, Texas; **THENCE**, N 86° 56' 07" W, along the common line of said Tract 1A and Paseos Del Sol "Unit Two" "Amending Subdivision" filed for record in volume 80 page 6, Plat Records of El Paso County, Texas, a distance of 453.95 feet to a point being the **POINT OF BEGINNING** of this description;

**THENCE**, S 03° 01' 52" W, leaving the common line of said Tract 1A and Paseos Del Sol "Unit Two" "Amending Subdivision" a distance of 869.86 feet to a point being the beginning of a non-tangential curve;

**THENCE**, 135.29 feet, along an arc of a curve to the right with a radius of 80.65 feet, an interior angle of 96° 06' 56", and a chord which bears S 50° 44' 59" W, a distance of 119.98 feet to a point of intersection with a non-tangential line;

**THENCE**, S 03° 11' 58" W, a distance of 390.00 feet to a point on the common line of said Tract 1A and Tract 1A1, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas;

**THENCE**, N 86° 48' 02" W, along said common line of said Tract 1A and Tract 1A1, a distance of 255.09 feet to a found 5/8" rebar for corner;

**THENCE**, N 03° 11' 58" E, leaving the common line of Tracts 1A and Tract 1A1 a distance of 1340.03 feet to a point on the common line of said Tract 1A and Paseos Del Sol "Unit Two" "Amending Subdivision";

**THENCE**, S 86° 56' 07" E, along the common line of said Tract 1A and Paseos Del Sol "Unit Two" "Amending Subdivision" a distance of 341.06 feet to the **POINT OF BEGINNING** of this description and containing in all 9.72 acres more or less.

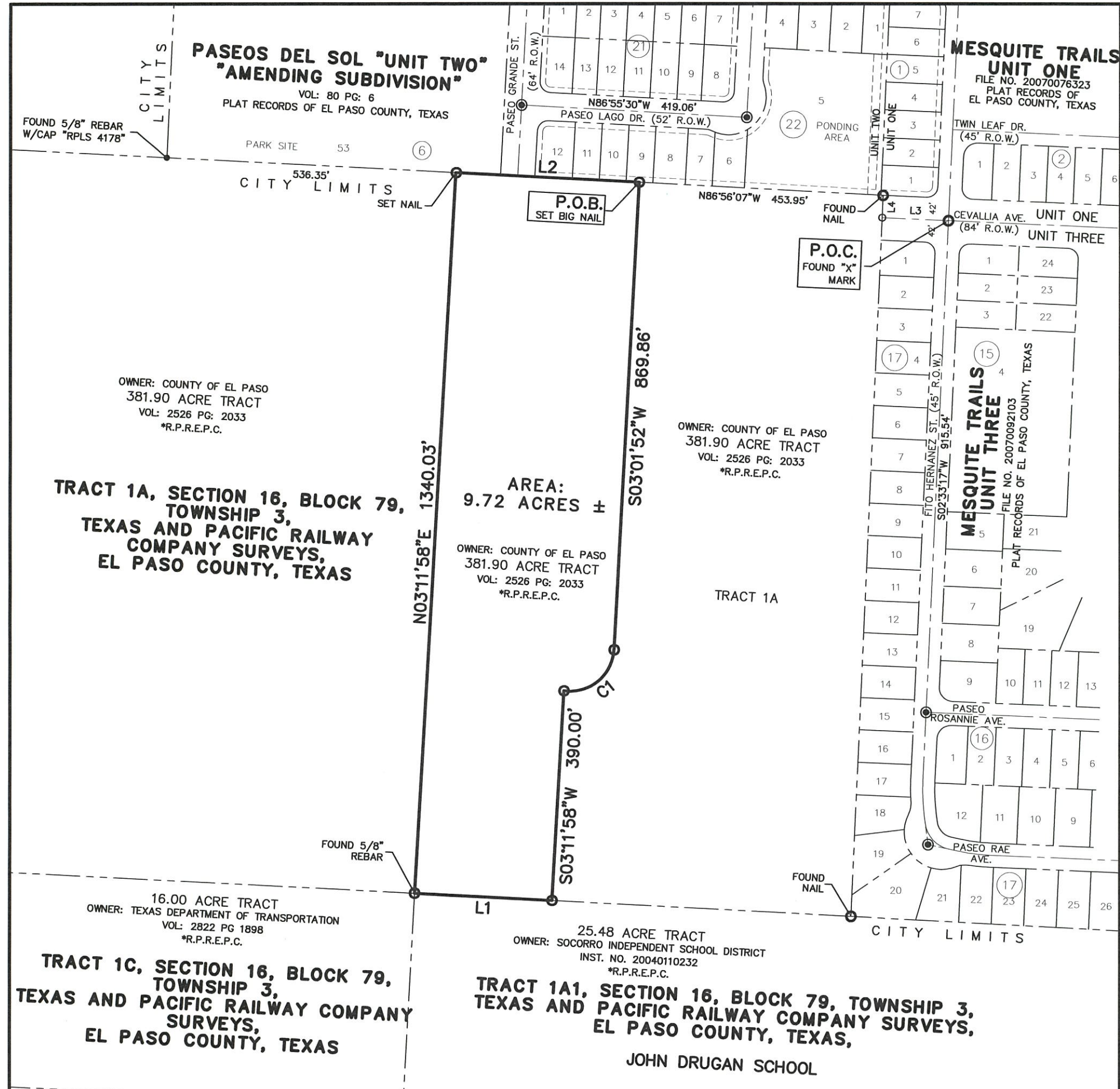
NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
3. This description is not intended to be a subdivision process which may be required by the local or state code, and it is the client's/owner's responsibility to comply with this code if required.
4. This survey was done without the benefit of a title report.
5. A Plat of Survey of even date accompanies this description.



Benito Barragan TX R.P.L.S 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm # 10151200  
February 06, 2024  
Job No. 1240131-18  
Parcel 2





\*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

**NOTES:**

1. ACCORDING TO THE FLOOD INSURANCE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPART OF HOMELAND SECURITY AND BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO BE LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON MAP NO. 480212 0250 B; MAP REVISED 09/04/1991, FOR EL PASO COUNTY AND INCORPORATED AREAS. THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED IN ZONE "X" WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
2. THE BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE 4203, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. COORDINATES SHOWN ARE SCALED TO SURFACE DISTANCES AT N: 0.0 AND E: 0.0 USING A SCALE FACTOR OF 1.000231. ALL AREAS SHOWN HEREON ARE CALCULATED BASED ON SURFACE MEASUREMENTS.
3. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING LINE, UTILITY LINES, AND OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
4. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
5. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE HEREON NAMED BORROWER, MORTGAGE COMPANY, AND/OR TITLE COMPANY.
6. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
7. THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON INDICATED AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED; AND IS ADDRESSED EXCLUSIVELY TO THE PARTIES NAMED HEREON.
8. NO IMPROVEMENTS ARE BEING SHOWN IN THIS SURVEY.
9. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY.

**LEGEND**

- — SET 1/2" REBAR W/CAP "B&A INC" (UNLESS NOTED OTHERWISE)
- — FOUND ORIGINAL CITY MONUMENT
- — CALCULATED POINT (NOT SET)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°48'02"W	255.09'
L2	S86°56'07"E	341.06'
L3	N87°30'02"W	123.22'
L4	N02°29'58"E	42.00'



**B** Barragan & Associates Inc.

LAND PLANNING & SURVEYING  
TEXAS SURVEYING FIRM# 10151200  
10950 Pellicano Dr. Building-F,  
El Paso, Tx 79935  
Phone (915) 591-5709 Fax (915) 591-5706

**Plat of Survey**

PARCEL 2  
A PORTION OF TRACT 1A, SECTION 16,  
BLOCK 79, TOWNSHIP 3,  
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS,  
EL PASO COUNTY, TEXAS,  
9.72 ACRES ±

PREPARED BY AND UNDER THE SUPERVISION OF

**BENITO BARRAGAN**  
REGISTERED  
5615

Benito Barragan, TX, R.P.L.S. No. 5615  
Job No. 240131-18 Copy Rights ©

Field: JM Book: N/A Page: N/A

Scale: 1"=200'

Date: 02-06-2024

Drawn By: IB



DESCRIPTION  
(Parcel 3)

**Description** of a 15.00 Acres of land out of a 381.90 Acre Tract (described in Volume 2526, Page 2033, Real Property Records of El Paso County, Texas), now known as Tract 1A, Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas, according to the Map made by the El Paso Central Appraisal District for Tax purposes, and being more particularly described as follows:

**COMMENCING**, for reference a found “x” mark on concrete at the centerline intersection of Fito Hernandez Street and Cevallia Avenue, from which a found city monument at the centerline intersection of Fito Hernandez Street and Paseo Rosannie Avenue, bears S 02° 33’ 17” W, a distance of 915.54 feet; **THENCE**, N 87° 30’ 02” W, along the centerline of said Cevallia Avenue, a distance of 123.22 feet to a point on for the northwesterly corner of Mesquite Trails Unit Three, filed for record in Instrument No. 20070092103, Plat Records of El Paso County, Texas, the southwesterly corner of Mesquite Hills Unit One filed for record in Instrument No. 20070076323, Plat Records of El Paso County, Texas; **THENCE**, N 02° 29’ 58” E, along the common line of Mesquite Trails Unit Three and said Tract 1A, a distance of 42.00 feet to a found nail for the northeasterly corner of said Tract 1A and Paseos Del Sol “Unit Two” “Amending Subdivision”, filed for record in Volume 80, Page 6, Plat Records of El Paso County, Texas, and the **POINT OF BEGINNING** of this description;

**THENCE**, S 02° 29’ 58” W, along the easterly line of Tract 1A, westerly line of Mesquite Trails Unit One and Unit Three, a distance of 1342.00 feet to a found nail for corner, on the south common corner of said Tract 1A and Mesquite Trails Unit Three and on the northerly line of a 25.48 Acre Tract (being Tract 1A1), Section 16, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas, (Instrument No. 20040110232 Real Property Records of El Paso County, Texas);

**THENCE**, N 86° 48’ 02” W, along the common line of said Tract 1A and Tract 1A1, a distance of 556.32 feet to a point for corner;

**THENCE**, N 03° 11’ 58” E, leaving the common line of Tract 1A and Tract 1A1, a distance of 390.00 feet to a point for corner being the beginning of a curve;

**THENCE**, 135.29 feet, along an arc of a curve to the left with a radius of 80.65 feet, an interior angle of 96° 06’ 56”, and a chord which bears N 50° 44’ 59” E, a distance of 119.98 feet to a point for corner;

**THENCE**, N 03° 01’ 52” E, a distance of 869.86 feet to a point for corner on the common line of Tract 1A and Paseos Del Sol “Unit Two” “Amending Subdivision”;

**THENCE**, S 86° 56’ 07” E, along the common line of Tract 1A and Paseos Del Sol “Unit Two” “Amending Subdivision”, a distance of 453.95 feet to the **POINT OF BEGINNING** of this description and containing in all 15.00 acres more or less.

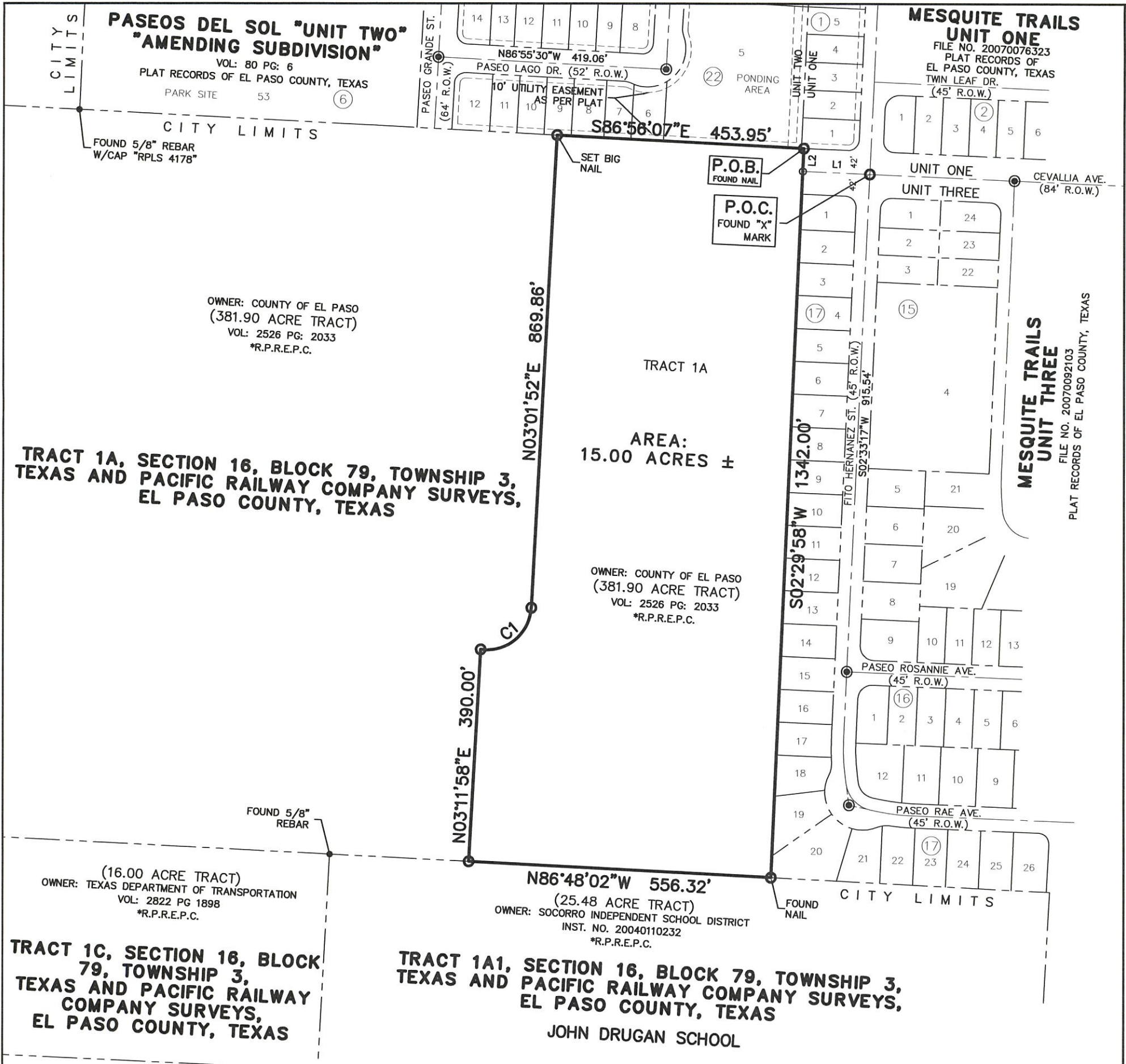
NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
3. This description is not intended to be a subdivision process which may be required by the local or state code, and it is the client’s/owner’s responsibility to comply with this code if required.
4. This survey was done without the benefit of a title report.
5. A Plat of Survey of even date accompanies this description.



Benito Barragan P.E. R.P.L.S 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm # 10151200  
February 06, 2024  
Job No. 240131-18  
Parcel 3





- \*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS
- NOTES:**
1. ACCORDING TO THE FLOOD INSURANCE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPARTMENT OF HOMELAND SECURITY AND BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO BE LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON MAP NO. 480212 0250 B; MAP REVISED 09/04/1991, FOR EL PASO COUNTY AND INCORPORATED AREAS. THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED IN ZONE "X" WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
  2. THE BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE 4203, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. COORDINATES SHOWN ARE SCALED TO SURFACE DISTANCES AT N: 0.0 AND E: 0.0 USING A SCALE FACTOR OF 1.000231, BEARINGS ARE GRID. ALL AREAS SHOWN HEREON ARE CALCULATED BASED ON SURFACE MEASUREMENTS.
  3. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING LINE, UTILITY LINES, AND OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
  6. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
  7. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE HEREON NAMED BORROWER, MORTGAGE COMPANY, AND/OR TITLE COMPANY.
  8. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
  9. THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON INDICATED AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED; AND IS ADDRESSED EXCLUSIVELY TO THE PARTIES NAMED HEREON.
  10. NO IMPROVEMENTS ARE BEING SHOWN IN THIS SURVEY.
  11. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SURVEY.

**LEGEND**

- — SET 1/2" REBAR W/CAP "B&A INC" (UNLESS NOTED OTHERWISE)
- ⊙ — FOUND ORIGINAL CITY MONUMENT
- — CALCULATED POINT (NOT SET)

LINE	BEARING	LENGTH
L1	N87°30'02"W	123.22'
L2	N02°29'58"E	42.00'

CURVE	LENGTH	RADIUS	TANGENT	DELTA	BEARING	CHORD
C1	135.29'	80.65'	89.75'	96°06'56"	N50°44'59"E	119.98'

**Barragan & Associates Inc.**

LAND PLANNING & SURVEYING  
TEXAS SURVEYING FIRM# 10151200  
10950 Pellicano Dr. Building-F,  
El Paso, Tx 79935  
Phone (915) 591-5709 Fax (915) 591-5706

**Plat of Survey**

PARCEL 3  
A PORTION OF TRACT 1A, SECTION 16,  
BLOCK 79, TOWNSHIP 3,  
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS,  
EL PASO COUNTY, TEXAS,  
15.00 ACRES ±

Scale: 1"=200'      Date: 02-06-2024      Drawn By: IB

PREPARED BY AND UNDER THE SUPERVISION OF

Benito Barragan, TX, R.P.L.S. No. 5615  
Job No. 240131-18      Copy Rights ©

Field: JM      Book: N/A      Page: N/A



# GNZ



**RELATED APPLICATIONS:**  
**PUBLIC INPUT:**

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL WITH CONDITIONS** of the request as the proposed development is in keeping with the policies of the G-4, Suburban (Walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan. Staff recommends imposing the following conditions:

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 twenty feet (20') on center along the property lines adjacent to residential or ranch and farm zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*
2. *Within twenty feet (20') from the front property line abutting Joe Battle Boulevard, no parking or vehicular storage or display shall be allowed.*
3. *No motor vehicle repair uses shall be allowed within 600-feet of Paseo Del Sol Park.*



PZR23-00018

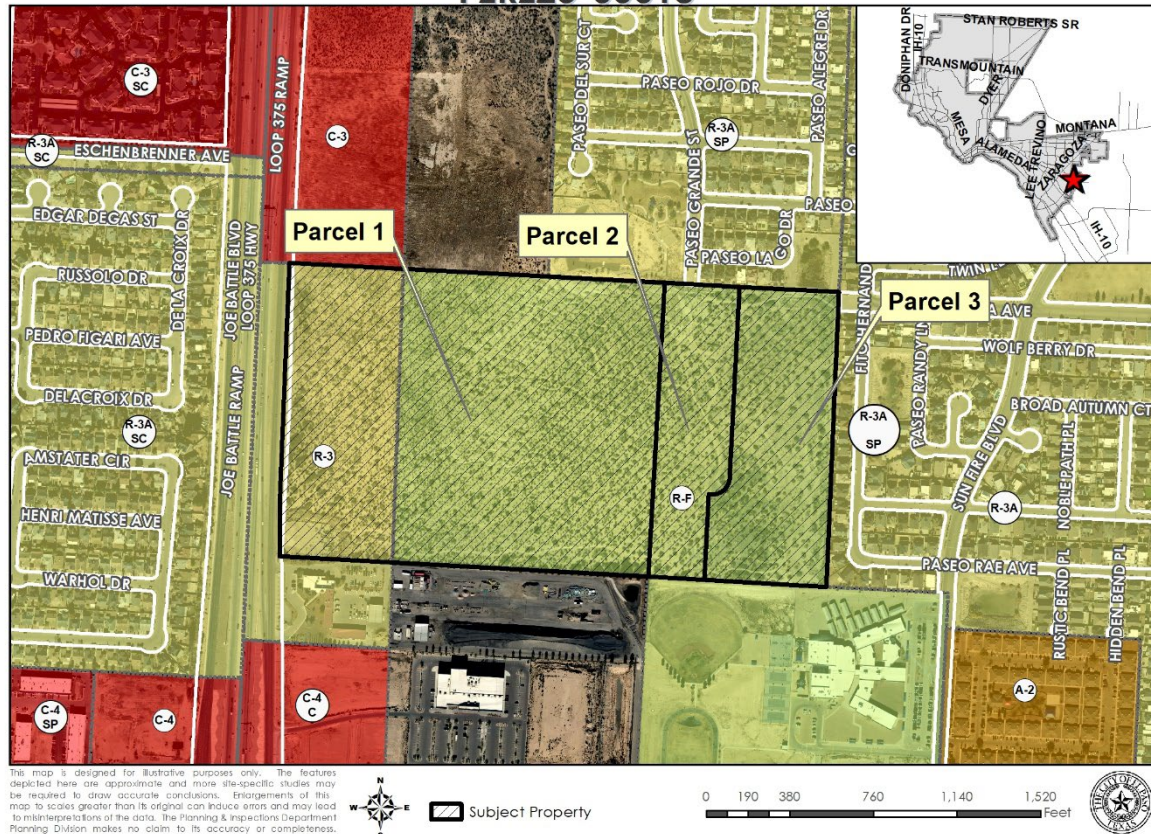


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property into three (3) different zoning districts. Parcel 1 is proposed to be rezoned from R-3 (Residential) and R-F (Ranch and Farm) to C-4 (Commercial) for a proposed hospital and governmental use; Parcel 2 is proposed to be rezoned from R-F (Ranch and Farm) to C-2 (Commercial) for a proposed bank and office uses; and Parcel 3 is proposed to be rezoned from R-F (Ranch and Farm) to A-O (Apartment/Office) for proposed medical offices and medical clinics uses. Parcel 1 consists of 52.17 acres, Parcel 2 consists of 9.72 acres, and Parcel 3 consists of 15 acres. Access to the subject property is provided from Joe Battle Boulevard, Paseo Lago Drive, and Cevalia Avenue.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed uses and proposed zoning districts of C-4 (Commercial), C-2 (Commercial), and A-O (Apartment/Office) are in character with commercial and residential zoning districts in the proximity. The property to the east is zoned R-3A/sp (Residential/special permit) and consists of single-family dwellings, while the subject property abuts Joe Battle Boulevard to the west. Adjacent properties to the north include a vacant lot zoned C-3 (Commercial), a vacant lot located in the El Paso Extraterritorial Jurisdiction (ETJ), and a park and single-family dwellings zoned R-3A/sp (Residential/special permit). The adjacent properties to the south of the subject property include an elementary school zoned R-F (Ranch and Farm), a movie theatre (indoor) located in the El Paso Extraterritorial Jurisdiction (ETJ), and a governmental use zoned R-3 (Residential). Rezoning the subject property to a C-4 (Commercial) district, C-2 (Commercial), and A-O (Apartment/Office) will allow for commercial use already present along Joe Battle Boulevard, while also serving as a buffer for residential properties located behind Joe Battle Boulevard. The distance to the nearest school, Sierra Vista Elementary School, is 0.23 miles, while the subject property is adjacent to the nearest park, Paseo del Sol Park.



<b>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:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b><u>G-4, Suburban Walkable:</u></b> This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed zoning districts of C-4 (Commercial), C-2 (Commercial), and A-O (Apartment/Office) as well as the proposed hospital, government, bank, offices, medical office and medical clinic uses are compatible with uses in the proximity as they add the missing civic and commercial uses in the G-4, Suburban Walkable land use designation.</p>
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b><u>C-4 (Commercial) District:</u></b> The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.</p> <p><b><u>C-2 (Commercial) District:</u></b> The purpose of the district is to accommodate establishments providing goods and services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p> <p><b><u>A-O (Apartment/Office) District:</u></b> The purpose of these districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</p>	<p>Yes. The proposed C-4 (Commercial), C-2 (Commercial), and A-O (Apartment/Office) are compatible with an adjacent property to the north zoned C-3 (Commercial). This proposed zoning designation will buffer the residential neighborhood from the Joe Battle traffic and noise pollution.</p>
<p><b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the</p>	<p>Yes. Access to the subject property is provided by Joe Battle Boulevard, a freeway as classified under the</p>



<b>COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
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.	City's Major Thoroughfare Plan. The classification of this road is appropriate for the proposed developments. Adjacent properties to the north and south of the subject property along Joe Battle Boulevard are already zoned commercially. Changing the zoning designation of the subject property will keep a consistency of commercial zoning along this block along Joe Battle Boulevard.
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	This property does not fall within any historic districts, special designations, or study plan areas.
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	No adverse effects are anticipated by the rezoning of the subject property.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
<b>Stability:</b> Whether the area is stable or in transition.	There has been some little transition in the area in the last 10 years. An adjacent property to the north of the subject property was rezoned in 2022 from R-3 (Residential) to C-3 (Commercial).
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Residential and Ranch and Farm zones are not suitable as frontage locations along freeways. Properties to the north and south of the subject property are already zoned commercial. Rezoning the subject property from R-3 (Residential) and R-F (Ranch and Farm) to C-4 (Commercial), C-2 (Commercial), and A-O (Apartment/Office) will keep consistency in zoning for this area fronting Joe Battle Boulevard.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access to the subject property is provided from Joe Battle Boulevard, classified as a freeway, and from Paseo Lago Drive and Cevalia Avenue which are both classified as local roads in the City of El Paso's Major Thoroughfare Plan (MTP). The classification of these roads is appropriate for the proposed development. The subject property is not located within a five-minute walking distance (1/4 mile) from any bus stops. The subject property does not have any sidewalks along Joe Battle Boulevard.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No objections from reviewing departments. After review of the Traffic Impact Analysis (TIA), the developer will need to provide their share of mitigation fee for the proposed traffic signal at time of development.

**PUBLIC COMMENT:** The subject property lies within the boundaries of the Paseo Del Sol and Mesquite Trails Neighborhood Association which was notified of the rezoning request. Property owners within 300 feet of the subject property were notified of the rezone request on April 4, 2024. As of April 17, 2024, the Planning Division received two (2) phone calls and three (3) emails of opposition to the rezoning request, and one (1) email of inquiry. As of July 1, 2024, the Planning Division received three (3) phone calls and three (3) emails of opposition to the rezoning request, and one (1) email of inquiry. Comments in opposition to the rezoning request cite concerns over abundance of medical uses in the area, increased taxes, increased traffic, devaluation of property values, and the potential uses of a morgue, crematorium, and medical examiner's office.



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

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

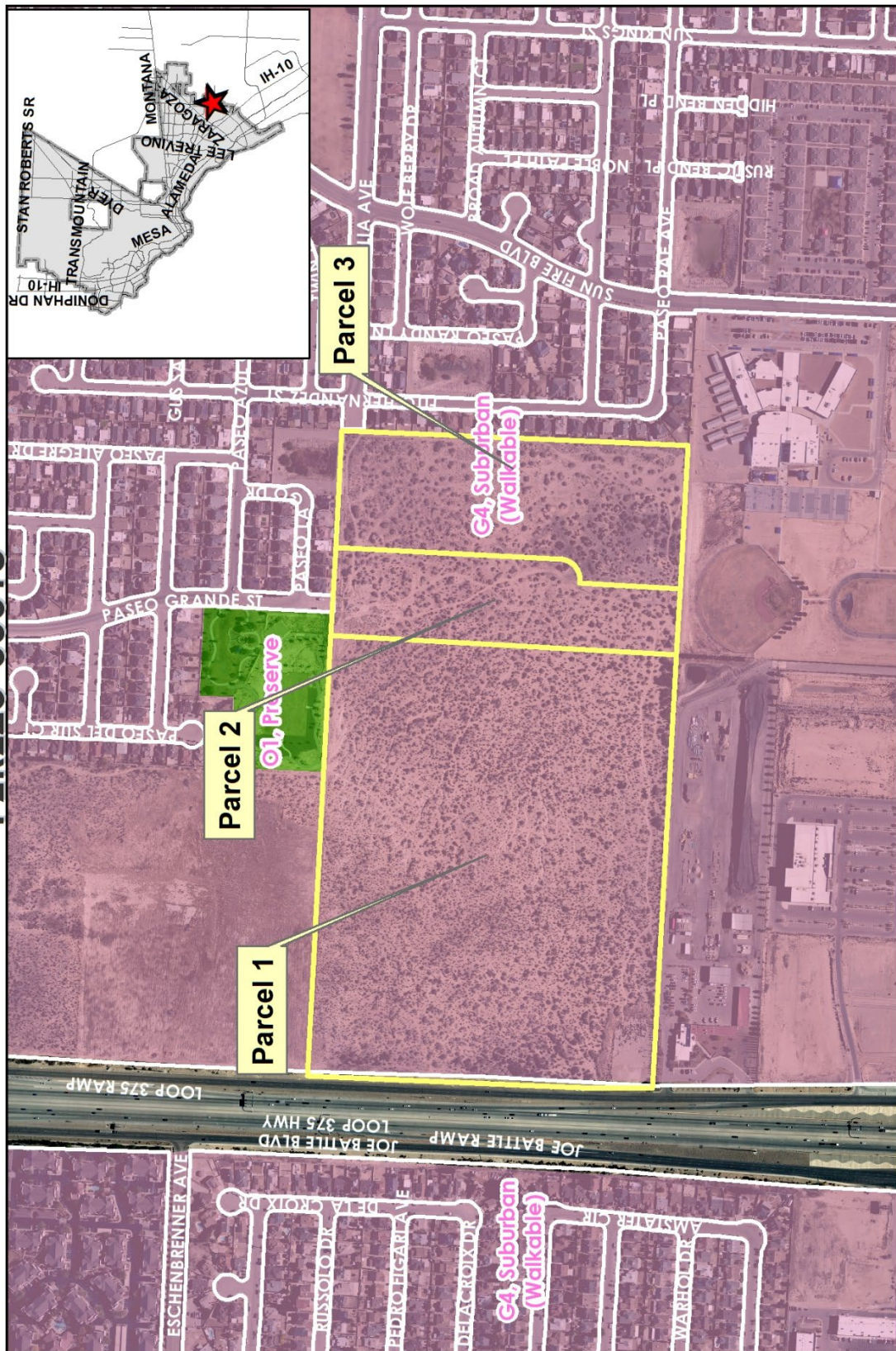
**ATTACHMENTS:**

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. **Public Notice**



# ATTACHMENT 1

PZRZ23-00018



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.



[illegible]



# **ATTACHMENT 3**

## **Planning and Inspections Department - Planning Division**

1. Staff recommends to start the platting process on the subject property as soon as possible.
2. Staff recommends addressing the comments from Streets and Maintenance at platting stage.
3. Staff recommends imposing the following conditions:
  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 twenty feet (20') on center along the property lines adjacent to residential or ranch and farm zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. No landscape buffer shall be required where adjacent to stormwater ponding or open space areas.*
  2. *Within twenty feet (20') from the front property line abutting Joe Battle Boulevard, no parking or vehicular storage or display shall be allowed.*
  3. *No motor vehicle repair uses shall be allowed within 600-feet of Paseo Del Sol Park.*

## **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. The proposed ponding area for subdivision shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.
2. The complete drainage system must be completed in phase I, as per section Code 19.08.010, section D, all drainage structures and ponding areas serving the subdivision are constructed as part of the initial phase of the development.
3. Label if the pond will be private or public and the entity responsible for maintenance at the time of platting.
4. Coordinate with TXDOT on Joe Battle Blvd. (Driveways, deceleration, and acceleration lane if required) for their review and approval at the time of grading permit.
5. Place this note on the Preliminary & Filing Plat sheets: "The retention of the difference between historic and developed storm-water runoff discharge volume is required within this subdivision's limits in compliance with all provisions of (Muni-Code 19.19.010A, DSC, and DDM Section 11.1)."
6. Add note: If lots are further subdivided, then additional private easement shall be required at the time of platting.

***Note: Items will be addressed at platting or permitting stage.***

## **Fire Department**

Recommend approval, no adverse comments.

## **Police Department**

No comments received.

## **Streets and Maintenance Department**

Approve and agree with conclusions of TIA, with the exception of developer would need to provide a share cost of mitigation fee for the proposed traffic signal.

## **Sun Metro**

No comments received.



### **El Paso Water**

EPWater does not object to this request.

Annexation fees are due at the time of new service application for individual water meters within the subject property.

### **EPWU-PSB Comments**

There is an existing 16-inch water main that extends along Paso Grande St. approximately 24-feet west of the east right-of-way line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 12-inch diameter water that extends along Joe Battle Blvd. (Loop 375). This main is located approximately 7-feet west of the property. This water main is available main extension.

There is an existing 8-inch water main that extends along Cevalia Ave. approximately 20-feet south of the north right-of-way boundary line. This water main is available for main extension.

Previous water pressure from fire hydrant #2656 located on Joe Battle Blvd. 1,125 feet north of Pellicano Drive has yielded a static pressure of 50 psi, a residual pressure of 48 psi, and a discharge of 949 gallons per minute.

### **Sanitary Sewer**

Sanitary sewer service is critical due to the topography of the property. EPWater-PSB requires complete final grading plans before committing to provide sanitary sewer service. EPWater-PSB requests that site be graded so that sanitary sewer may be provided by gravity.

There is an existing 8-inch diameter sanitary sewer main along Paseo Grande. This main is located approximately 21-feet north of the south right-of-way line. This sanitary sewer main is available for main extension.

There is an existing 12-inch diameter sanitary sewer main that extends along Cevallia Ave. This sanitary sewer main is available for extension.

### **General**

Water and sanitary sewer main extensions are required to provide service. Water main extension shall be extended creating a looped system. Main extension cost is the responsibility of the Owner/Developer.

Joe Battle Blvd. (Loop 375) is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within the Joe Battle Blvd. right-of-way requires written permission from TxDOT.

An application for 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, 3<sup>rd</sup> floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

### **Stormwater:**

No comments received.

### **Texas Department of Transportation**

Please have requestor submit plans for a driveway permit review and approval.

***Note: Comments will be addressed at permitting stage.***

### **El Paso County Water Improvement District**



No comments received.

**Texas Gas Service**

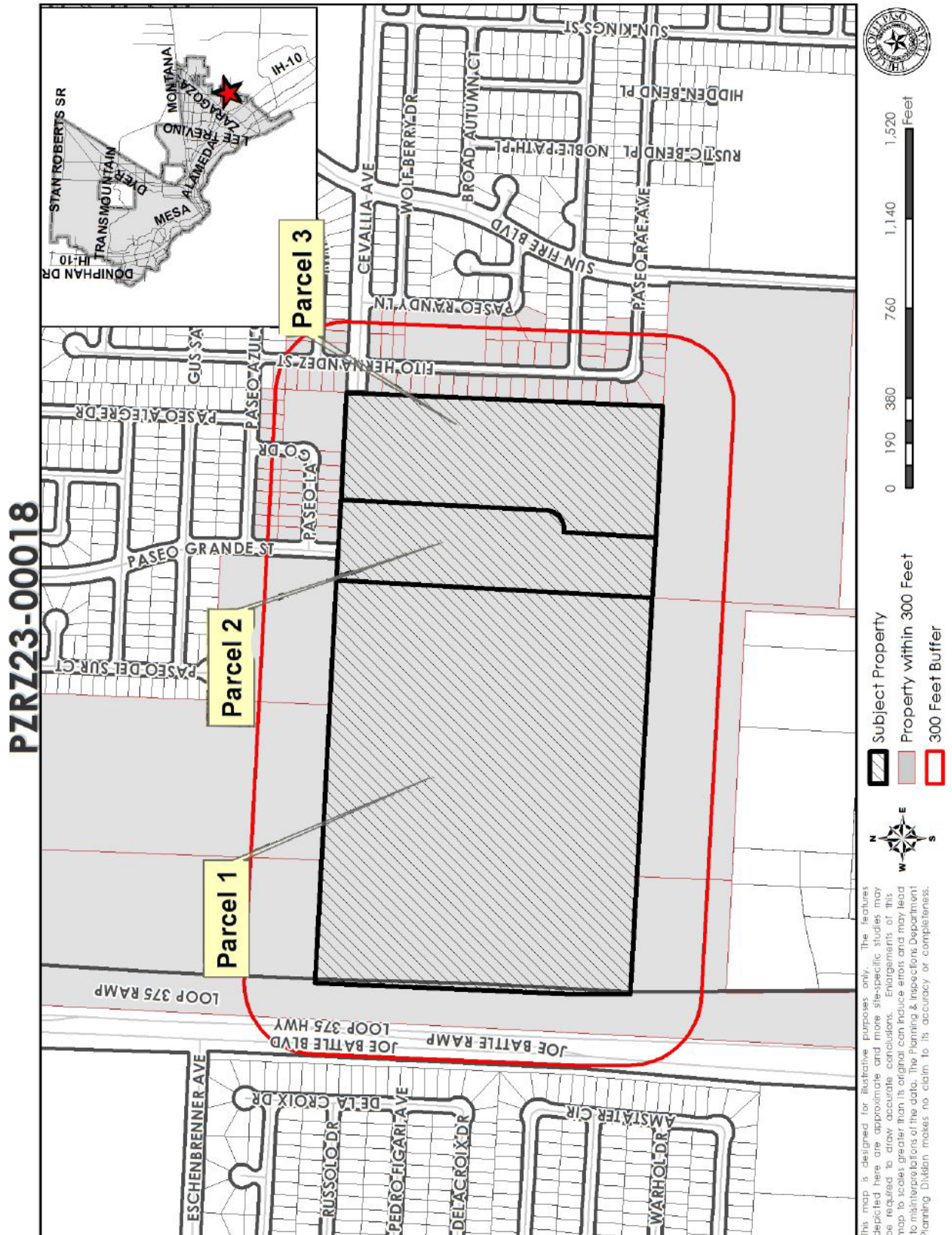
Texas Gas Service does not have any comments.

**Environmental Services Department**

ESD does not have any comments.



# ATTACHMENT 4





## ATTACHMENT 5

**From:** Estrada, Monica M  
**To:** Rodriguez, Nina A.  
**Subject:** Zoning Change  
**Date:** Thursday, April 11, 2024 12:05:34 AM

You don't often get email from mmestrada2@utep.edu. [Learn why this is important](#)

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Hi Nina, this is Monica Estrada from 12454 Paseo Lago Dr. We spoke on the phone in regards to the proposed zoning changes. I also received the letter sent out further detailing the zoning.

I am writing this email to officially advise that I am opposed to the proposal. There are a several reasons for this and I will briefly summarize them.

First, there is already a Hospital (Sierra Providence East) just up the road from us on Joe Battle. There is already a very large UMC clinic directly across us on Joe Battle. There is another medical clinic on Paseo Nuevo just up the street from us, and at the corner of Vista Del Sol and Paseo Grande there is a lot advertising for more medical cites. Clearly we are inundated with medical care all around us. I do not see the need for more. I am also concerned that if a Hospital goes up what the tax rate ramifications would be for us. We are being suffocated with tax hikes, not to mention that we fall under one of the highest taxed districts in El Paso.

Second, if warehouses are chosen to take up the area on Joe battle this is going to cause more 18 wheelers and traffic congestion that we are also currently battling. Also a hole slew of warehouses popped up just north of us on Joe Battle. Pellicano is still under "construction" with no estimated end date due to the situation with the contractor that went bankrupt. The traffic back up is horrendous, not to mention hazardous.

It feels as if all around us there is nothing but commercial and industrial buildings popping up. It feels like we are being squeezed out. I have been in my home for 18 years now and nothing useful has been built near us. We have to cross Joe battle or fight traffic on Pellicano just to get gas. All the stores and restaurants are also further away from us.

I personally would like to see a gas station, convenience store, maybe a grocery store, eating out options, completed park and roads, that would greatly benefit our neighborhood and our community.

I am not opposed to a bank closer to us, but I do not feel that medical facilities or warehouses are lacking in our neighborhood. Any consideration into these issues would be greatly appreciated. Please feel free to contact me at this email or my personal email at [mrodriguez0913@yahoo.com](mailto:mrodriguez0913@yahoo.com) or my cell 915-637-6332.

Respectfully,

Monica Estrada  
Sent from [Mail](#) for Windows



**From:** [Rodriguez, Nina A.](#)  
**To:** [Krystal Terrazas](#)  
**Subject:** RE: PZRZ23-00018 Joe Battle and N of Pellicano Opinion on Relocation of Morgue with On-Site Cremation Facility  
**Date:** Monday, April 15, 2024 11:22:00 AM  
**Attachments:** [image001.png](#)

---

Good Morning,  
Thank you for the clarification. Please know this email will be added in the public comment section for the staff report for this case so that it may be reviewed by the City Plan Commission and City Council. I will also share your email with the applicant.

Respectfully,  
Nina Rodriguez

Nina Rodriguez | Senior Planner  
Planning & Inspections | City of El Paso  
801 Texas Ave. | El Paso, TX 79901  
915-212-1561 | [RodriguezNA@elpasotexas.gov](mailto:RodriguezNA@elpasotexas.gov)  
[ElPasoTexas.gov](http://ElPasoTexas.gov) | [Take Our Survey](#)



Planning & Inspections Department  
City of El Paso

---

**From:** Krystal Terrazas <k.marie03@hotmail.com>  
**Sent:** Monday, April 15, 2024 11:20 AM  
**To:** Rodriguez, Nina A. <[RodriguezNA@elpasotexas.gov](mailto:RodriguezNA@elpasotexas.gov)>  
**Subject:** Re: PZRZ23-00018 Joe Battle and N of Pellicano Opinion on Relocation of Morgue with On-Site Cremation Facility

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Yes, please have them contact me. This can be classified as an opposition.

Sent from my iPhone

On Apr 15, 2024, at 11:04 AM, Rodriguez, Nina A. <[RodriguezNA@elpasotexas.gov](mailto:RodriguezNA@elpasotexas.gov)> wrote:

Hello,  
This does help! This case is for PZRZ23-00013 Joe Battle and N of Pellicano. As stated in the letter, the applicant is proposing to



rezone:

1. Parcel 1: from R-3 (Residential) and R-F (Ranch and Farm) to C-4 (Commercial) for a proposed hospital and governmental use,
2. Parcel 2 from R-F (Ranch and Farm) to C-2 (Commercial) for a proposed bank and office uses, and
3. Parcel 3 from R-F (Ranch and Farm) to A-O (Apartment/Office) for proposed medical offices and medical clinics.

As the uses are proposed, the applicant is not obligated to develop the proposed use and is able to develop what ever would be allowed in the new zone if the property is rezoned.

If you would like, I can share your email with the applicant so that they can discuss their proposal with you. Would you like me to do so?

As we classify comments as in support, opposition, or inquiry, how would you like me to classify your input?

Respectfully,  
Nina Rodriguez

Nina Rodriguez | Senior Planner  
Planning & Inspections | City of El Paso  
801 Texas Ave. | El Paso, TX 79901  
915-212-1561 | [RodriguezNA@elpasotexas.gov](mailto:RodriguezNA@elpasotexas.gov)  
[ElPasoTexas.gov](http://ElPasoTexas.gov) | [Take Our Survey](#)  
<image001.png>

---

**From:** Krystal Terrazas <[k.marie03@hotmail.com](mailto:k.marie03@hotmail.com)>  
**Sent:** Monday, April 15, 2024 9:48 AM  
**To:** Rodriguez, Nina A. <[RodriguezNA@elpasotexas.gov](mailto:RodriguezNA@elpasotexas.gov)>  
**Subject:** Re: Opinion on Relocation of Morgue with On-Site Cremation Facility

You don't often get email from [k.marie03@hotmail.com](mailto:k.marie03@hotmail.com). [Learn why this is important](#)

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Good morning Nina,

I have attached some documents. I hope this helps.

<image002.jpg>

<image003.jpg>

Sent from my iPhone



On Apr 15, 2024, at 7:25 AM, Rodriguez, Nina A.  
<[RodriguezNA@elpasotexas.gov](mailto:RodriguezNA@elpasotexas.gov)> wrote:

Good Morning Ms. Terrazas,  
Would you mind letting me know which zoning case you  
are speaking of? If you could please provide the case  
number and location of the property, that would greatly  
help me figure out which case your email refers to.

Respectfully,  
Nina Rodriguez

Nina Rodriguez | Senior Planner  
Planning & Inspections | City of El Paso  
801 Texas Ave. | El Paso, TX 79901  
915-212-1561 | [RodriguezNA@elpasotexas.gov](mailto:RodriguezNA@elpasotexas.gov)  
[ElPasoTexas.gov](http://ElPasoTexas.gov) | [Take Our Survey](#)  
<image001.png>

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**From:** Krystal Terrazas <[k.marie03@hotmail.com](mailto:k.marie03@hotmail.com)>  
**Sent:** Saturday, April 13, 2024 12:35 PM  
**To:** Rodriguez, Nina A. <[rodriguezNA@elpasotexas.gov](mailto:rodriguezNA@elpasotexas.gov)>  
**Subject:** Opinion on Relocation of Morgue with On-Site Cremation Facility  
**Importance:** High

You don't often get email from [k.marie03@hotmail.com](mailto:k.marie03@hotmail.com). [Learn why this is important](#)

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Dear Planning Division,

I hope this email finds you well. I am writing to express my thoughts and  
opinions regarding the proposed relocation of the morgue with an on-site  
cremation facility in our area. After careful consideration and discussion  
with fellow residents, I have developed some perspectives that I believe  
are important to share.

Firstly, while I understand the need for such facilities and the practicality  
of having them in close proximity to medical facilities, schools, or  
residential areas, I have concerns about the potential impact on the  
community. Relocating a morgue with an on-site cremation facility to our



area may raise valid concerns about health and environmental issues. The emissions from cremation processes, although regulated, could still pose risks to air quality and public health, especially if the facility is situated near residential areas or sensitive environments.

Furthermore, the presence of such a facility may also have psychological implications for residents, particularly those living in close proximity. The thought of having a morgue nearby could evoke feelings of discomfort and unease, impacting the overall well-being of the community.

On the other hand, I recognize the practicality of consolidating these services into one location for efficiency and convenience. Having an on-site cremation facility could streamline the process for families who have lost loved ones, providing them with a more accessible and centralized location to handle funeral arrangements. Additionally, it could alleviate some of the burden on existing facilities and help manage the increasing demand for these services.

In conclusion, while I acknowledge the benefits of having a morgue with an on-site cremation facility, I believe it is essential to carefully weigh the potential drawbacks and consider alternative locations that may be less intrusive to the community. Open dialogue and transparent communication between stakeholders are crucial in addressing concerns and finding a solution that meets the needs of both the community and the authorities responsible for these services.

Thank you for taking the time to consider my perspective on this matter. I am open to further discussion and collaboration to ensure that any decisions made prioritize the well-being and interests of our community.

Best regards,

Krystal Terrazas  
915.526.8576



**From:** [Perla Renteria](#)  
**To:** [Rodriguez, Nina A.](#)  
**Subject:** Case: PZRZ23-00018 Joe Battle & North of Pellicano  
**Date:** Tuesday, April 16, 2024 12:02:03 PM

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Dear Rodriguez,

I am writing to express my concerns about the case PZRZ23-00018 Joe Battle and North of Pellicano. I received a public notice from the City Plan Commission about changing the zoning of the property located on Joe Battle and north of Pellicano. There are rumors that a medical examiner's office will be built. I oppose the construction on the following basis:

**Space and Overcrowding:** Medical examiner's offices can face space issues, especially in cases of sudden increases in deaths, which may lead to overcrowding and the need for larger facilities. Such as it occurred during the COVID-19 pandemic.

**Traffic and Accessibility:** Increased traffic, congestion, and noise due to official vehicles and visitors may affect the residential area's accessibility.

**Property Values:** The presence of such facilities may impact property values in the surrounding area.

**Public Perception:** There is a stigma associated with having such an office nearby, affecting the community's perception of our neighborhood.

Respectfully submitted,

Perla L. Renteria  
A resident of the area



**From:** [Belinda McMillan](#)  
**To:** [Rodriguez, Nina A.](#)  
**Subject:** Re: CPC c/o Planning Division Case No. PZRZ23-00018 - Belinda McMillan - 12466 Paseo Lago Dr.  
**Date:** Monday, April 15, 2024 2:29:51 PM

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Thank you for your prompt responses, appreciate it.  
Belinda McMillan

On Apr 15, 2024, at 11:16 AM, Rodriguez, Nina A.  
<[RodriguezNA@elpasotexas.gov](mailto:RodriguezNA@elpasotexas.gov)> wrote:

Hello,  
Please find my answers to your questions below:

My concern since I live in the buffer zone, will there be any future development that would put our residences in jeopardy of eminent domain?

The proposed development and rezoning of this case is within the confines of the applicant's property. Your property and property rights will be maintained.

What is the timeline of the construction initiatives?

We do not have such information, as this is at the discretion of the applicant.

Will raising rock walls along the buffer zone be paid by the city government?

Raising rock walls is the responsibility of the property owner.

Currently, there are only two points egress to Loop 375 how does the city plan to mitigate the increase volume of traffic in our neighborhood, specifically the park area?

This application is for a rezoning of the subject property. Traffic patterns evaluations will be considered during the future subdivision phase.

Will there be multi-level buildings adjacent to the buffer zone?

We do not have such information, as this is at the discretion of the applicant.

I hope this helps, please reach out if you have any more questions or concerns.



Respectfully,  
Nina Rodriguez

Nina Rodriguez | Senior Planner  
Planning & Inspections | City of El Paso  
801 Texas Ave. | El Paso, TX 79901  
915-212-1561 | RodriguezNA@elpasotexas.gov  
ElPasoTexas.gov | Take Our Survey

-----Original Message-----

From: Belinda McMillan <belmcm2@gmail.com>  
Sent: Sunday, April 14, 2024 8:56 PM  
To: Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>  
Subject: CPC c/o Planning Division Case No. PZRZ23-00018 - Belinda McMillan - 12466  
Paseo Lago Dr.

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Ms. Nina Rodriguez, Senior Planner,

My concern since I live in the buffer zone, will there be any future development that would put our residences in jeopardy of eminent domain?

What is the timeline of the construction initiatives?

Will raising rock walls along the buffer zone be paid by the city government?

Currently, there are only two points egress to Loop 375 how does the city plan to mitigate the increase volume of traffic in our neighborhood, specifically the park area?

Will there be multi-level buildings adjacent to the buffer zone?

Our concern is a possible devaluation of our properties.

Thank you,  
Belinda McMillan





Legislation Text

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**File #: 24-934, Version: 1**

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 8**

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

Planning and Inspections, Armida R. Martinez, (915) 212-1605

**AGENDA LANGUAGE:**

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

An Ordinance granting a Special Privilege License to EPT Montecillo I-10 Development, LLC to permit the construction, installation, maintenance, use, and repair of a surface encroachment for two (2) Art Sculptures and Ancillary Items over City right-of-way at the roundabout intersection located at Vin Rambla Drive and Vin Roda Drive, additionally, this ordinance encompasses the placement of twenty three (23) wayfinding signs and nine (9) electric meters at various locations within the Montecillo Development; setting the license term for a term of ten years (10) with one (1) renewable ten (10) year term.

Location: Vin Rambla Drive and Vin Roda Drive, and various locations within the Montecillo Development

Applicant: EPT Montecillo I-10 Development, LLC, PSPN23-00007



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** July 30, 2024

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Armida R. Martinez, (915) 212-1605

**DISTRICT(S) AFFECTED:** District 8

**STRATEGIC GOAL:** #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An ordinance granting a Special Privilege License to EPT Montecillo I-10 Development, LLC to permit the construction, installation, maintenance, use, and repair of a surface encroachment for two (2) Art Sculptures and Ancillary Items over City right-of-way at the roundabout intersection located at Vin Rambla Drive and Vin Roda Drive, additionally, this ordinance encompasses the placement of twenty three (23) wayfinding signs and nine (9) electric meters at various locations within the Montecillo Development; setting the license term for a term of ten years (10) with one (1) renewable ten (10) year term.

Location: Vin Rambla Drive and Vin Roda Drive, and various locations within the Montecillo Development  
Applicant: EPT Montecillo I-10 Development, LLC, PSPN23-00007

**BACKGROUND / DISCUSSION:**

In an effort to enhance the aesthetic appeal and cultural value of the Montecillo development, two coyote art sculptures shall be installed at the roundabout and the wayfinding signs and electric meters have been installed at strategic points to help improve traffic flow and facilitate navigation within the Montecillo development.

**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

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Kevin Smith* for Philip Etiwe

---



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO EPT MONTECILLO I-10 DEVELOPMENT, LLC TO PERMIT THE CONSTRUCTION, INSTALLATION, MAINTENANCE, USE, AND REPAIR OF A SURFACE ENCROACHMENT FOR TWO (2) ART SCULPTURES AND ANCILLARY ITEMS OVER CITY RIGHT-OF-WAY AT THE ROUNDABOUT INTERSECTION LOCATED AT VIN RAMBLA DRIVE AND VIN RODA DRIVE, ADDITIONALLY, THIS ORDINANCE ENCOMPASSES THE PLACEMENT OF TWENTY THREE (23) WAYFINDING SIGNS AND NINE (9) ELECTRIC METERS AT VARIOUS LOCATIONS WITHIN THE MONTECILLO DEVELOPMENT; SETTING THE LICENSE TERM FOR A TERM OF TEN YEARS (10) WITH ONE (1) RENEWABLE TEN (10) YEAR TERM.

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

**SECTION 1. DESCRIPTION**

The City of El Paso (hereinafter called “City”) hereby grants a Special Privilege License (hereinafter called “License”) to **EPT MONTECILLO I-10 DEVELOPMENT, LLC** (hereinafter referred to as the “Grantee”). This License will permit the construction, installation, maintenance, use and repair of a SURFACE encroachment consisting of two coyote art sculptures. The first coyote sculpture will measure 12 feet in height by 24 feet in length, while the second sculpture measures 15 feet in height by 17 feet in length. These sculptures are made of aluminum and will be supported by buried piers, steel plates, and concrete as shown in *Exhibit A*. In addition to these sculptures, this project includes ancillary items such as an electrical meter, lighting, irrigation, landscaping, an 8-inch concrete stem wall, steel panel and bollards. These items are shown in *Exhibit A*, which is made a part hereof for all purposes (hereinafter referred to as “Art Sculpture and Ancillary Items”). This license will also permit the 23 wayfinding signs and 9 electric meters as shown in *Exhibits B* which is made a part thereof for all purposes (hereinafter referred to as “Wayfinding Signs and Electric Meters”.

All items hereby consolidated within this agreement for all intents and purposes hereinafter are collectively referred to as “Infrastructure Enhancements” unless specifically identified.

**SECTION 2. LICENSE AREA**

The surface rights granted herein over a portion of right-of-way at the roundabout located between Vin Rambla Drive and Vin La Roda Drive and legally described as a 0.5596 ACRE PARCEL WITHIN A PORTION OF VIN RAMBLA DRIVE AND VIN LA RODA DRIVE RIGHTS-OF-WAY WITHIN MONTECILO UNIT ELEVEN, CITY OF EL PASO, EL PASO COUNTY, TEXAS, more particularly shown in Exhibit “C”. The wayfinding sign and electric meters are located at various locations throughout the Montecillo Development more particularly shown in



Exhibit “D”. The areas identified in Exhibits C&D which is made part hereof for all purposes (hereinafter referred to as “License Areas”).

### **SECTION 3. USE OF PROPERTY**

This License is granted solely for the encroachment onto City right of way for the infrastructure enhancements. Grantee agrees to maintain the License Area in proper working condition and in accordance with all applicable City specifications, which includes restoration to allow and not impede the City’s use of the right of way for pedestrian access. Except for the waiver of fees as provided herein, this Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times. In addition to these requirements, the Grantee shall be responsible for costs related to electric and water services within the License area.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the infrastructure enhancements as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

### **SECTION 4. REGULATION OF CONSTRUCTION**

The work done by Grantee in installation, replacing, repairing, reconstructing, or maintaining the infrastructure enhancements shall be subject to all applicable City, State, and Federal requirements applicable to the construction of the infrastructure enhancements. Work done in connection with the repair and maintenance of the infrastructure enhancements is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the infrastructure enhancements Ancillary items built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee’s own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee’s employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property; Should Grantee, after notice, fail or



refuse to comply within a reasonable time, the City shall have the power or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

#### **SECTION 5. TERM**

This Special Privilege shall be for a term of TEN (10) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for One (1) additional TEN (10) year term upon the request of the Grantee and approval of the El Paso City Council. If Grantee Wishes the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the city may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

#### **SECTION 6. WORK DONE BY OTHERS**

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area

#### **SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS**

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on,



across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the infrastructure enhancements such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

#### **SECTION 8. CONSIDERATION**

As consideration for this special Privilege License, the Grantee shall pay to the City ONE THOUSAND SIXTY AND 00/100 DOLLARS (\$1,060.00) for the Art sculptures and Ancillary items, plus FOUR HUNDRED EIGHTY-THREE AND 00/100 DOLLARS (\$483.00) for the wayfinding signs and FOUR HUNDRED EIGHTY (\$480.00) for the electric meters for a total sum of TWO THOUSAND TWENTY-THREE AND 00/100 DOLLARS (\$2,023.00) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the infrastructure enhancements, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

#### **ADVANCE PAYMENT OPTION:**

Grantee shall have the option of pre-paying the City the entire amount for the TEN (10) year term of the License, prior to the execution of this License. The TEN (10) year amount is equal to SEVENTEEN THOUSAND SEVEN HUNDRED SEVENT FOUR AND NO/100 DOLLARS (\$17,774.00). Said \$17,774.00 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire TEN (10) year term of the License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the 10year term.



Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's infrastructure enhancements required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

#### **SECTION 9. INSURANCE**

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantee's insurance policies that are required by this License. Failure to maintain insurance after receipt of notice of default and thirty (30) days to cure shall be a material breach of this License and a basis for termination of this License by the City.

Grantee shall obtain and provide a general liability policy with a one million-dollar (\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum two million dollar (\$2,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy of insurance with Financial Services Department and the Planning and Inspections Department. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

#### **SECTION 10. INDEMNITY**

**AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES**



**OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE, THE GRANTEE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL, WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, HEREAFTER, THE "DAMAGES". THIS INDEMNIFICATION SHALL APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.**

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient, and defend or cause to be defended on behalf of the City all suits for damages, even if groundless, false or fraudulent brought because of such damages. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys' fees and costs incurred by the City, including interest accruing to the date of payment by Grantee and premiums on any appeal bonds.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee's activities under this License. **The City will not be responsible for any loss of or damage to the Grantee's property from any cause.**

#### **SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT**

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the infrastructure enhancements or a portion thereof or ceases to use the infrastructure enhancements encroachment for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license and the completion of construction of the infrastructure enhancements, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.



## **SECTION 12. CANCELLATION**

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve-month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's infrastructure enhancements located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

The City shall have the option to terminate this License at any time or assure that the property is maintained in good order throughout the term of the license upon written notice sixty (60) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated, unless upon termination of this License, the City agrees to the sale of the land to the Grantee, which upon payment of a fair valuation therefore, the land shall be and become the property of the Grantee.

## **SECTION 13. RECORDS**

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the construction, replacement, maintenance, and repair of the Art sculptures and Ancillary items within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction



drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

#### **SECTION 14. NOTICE**

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY: City of El Paso  
Attn: City Manager  
300 North Campbell Street  
El Paso, Texas 79901

with copy to: City of El Paso  
ATTN: Planning and Inspections Department  
811 Texas Avenue  
El Paso, Texas 79901

with copy to: City of El Paso  
ATTN: Financial Services Department –  
Financial Accounting & Reporting  
300 North Campbell Street  
El Paso, Texas 79901

GRANTEE: EPT Montecillo I-10 Development, LLC  
150 W. Castellano Ste. C-2  
El Paso, Texas 79912  
ATT: Richard Aguilar

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

#### **SECTION 15. ASSIGNMENT**

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

#### **SECTION 16. LEASING OR DEDICATION OF FACILITIES**

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.



#### **SECTION 17. ADMINISTRATION OF LICENSE**

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

#### **SECTION 18. NO PROPERTY RIGHTS**

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

#### **SECTION 19. LIENS AND ENCUMBRANCES**

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

#### **SECTION 20. RIGHT OF ENTRY AND INSPECTION**

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

#### **SECTION 21. LAWS AND ORDINANCES**

Grantee shall comply with all applicable statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

#### **SECTION 22. ENTIRE AGREEMENT**

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

#### **SECTION 23. SEVERABILITY**

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

#### **SECTION 24. LAWS GOVERNING/VENUE**

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.



**SECTION 25. RESTRICTIONS AND RESERVATIONS**

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

**SECTION 26. EFFECTIVE DATE**

The Effective Date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024

**WITNESS THE FOLLOWING SIGNATURES AND SEALS**

**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leoser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk



**APPROVED AS TO FORM:***Russell Abeln*

Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:***Kevin Smith* for

Philip F. Etiwe, Director  
Planning and Inspections Department

**ACCEPTANCE**

The above instrument, with all conditions thereof, is here by accepted this 21 day of JUNE, 2024.

**GRANTEE:**

EPT Montecillo I-10 Development, LLC

By: *Richard Aguilar*, as \_\_\_\_\_



**ACKNOWLEDGMENT**

THE STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO            )

This instrument is acknowledged before me on this 21ST day of June, 2024, by  
Richard Aguilar as Grantee.





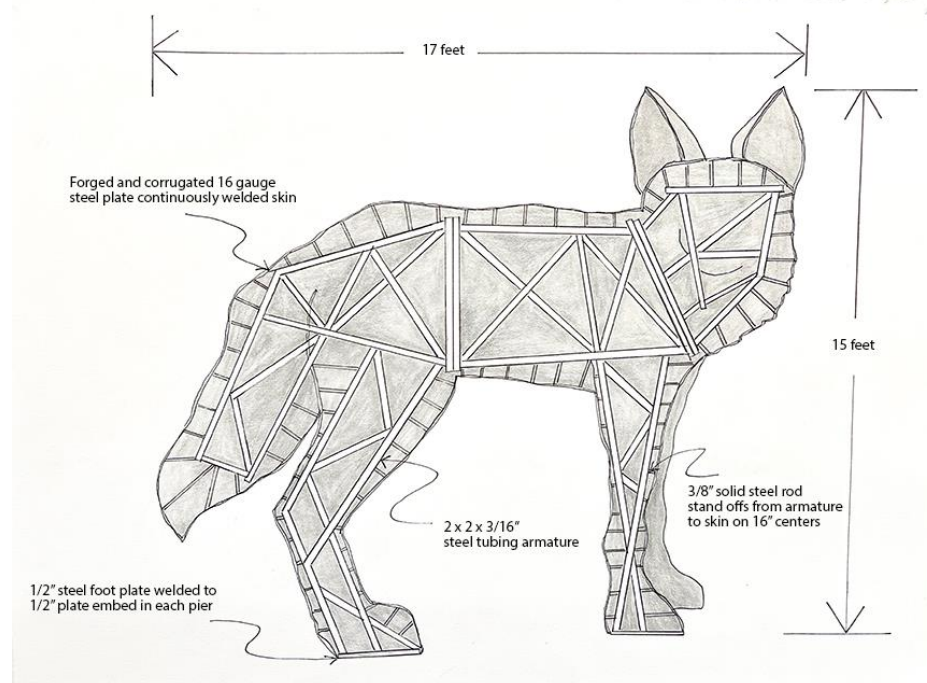
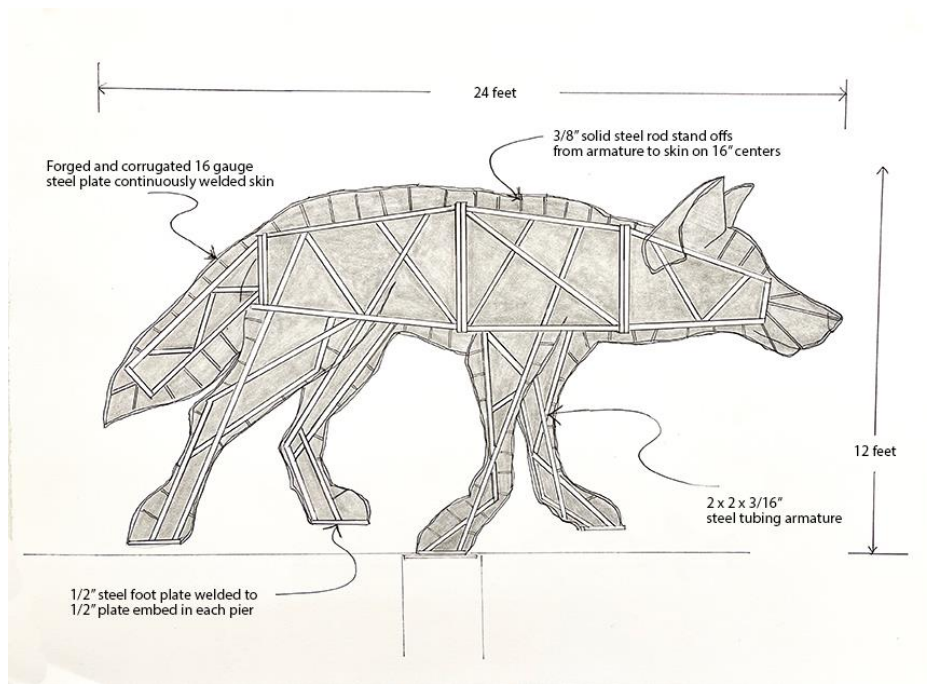
Notary Public, State of Texas  
Daniel A. Parra

Notary's Printed or Typed Name  
05/27/2027

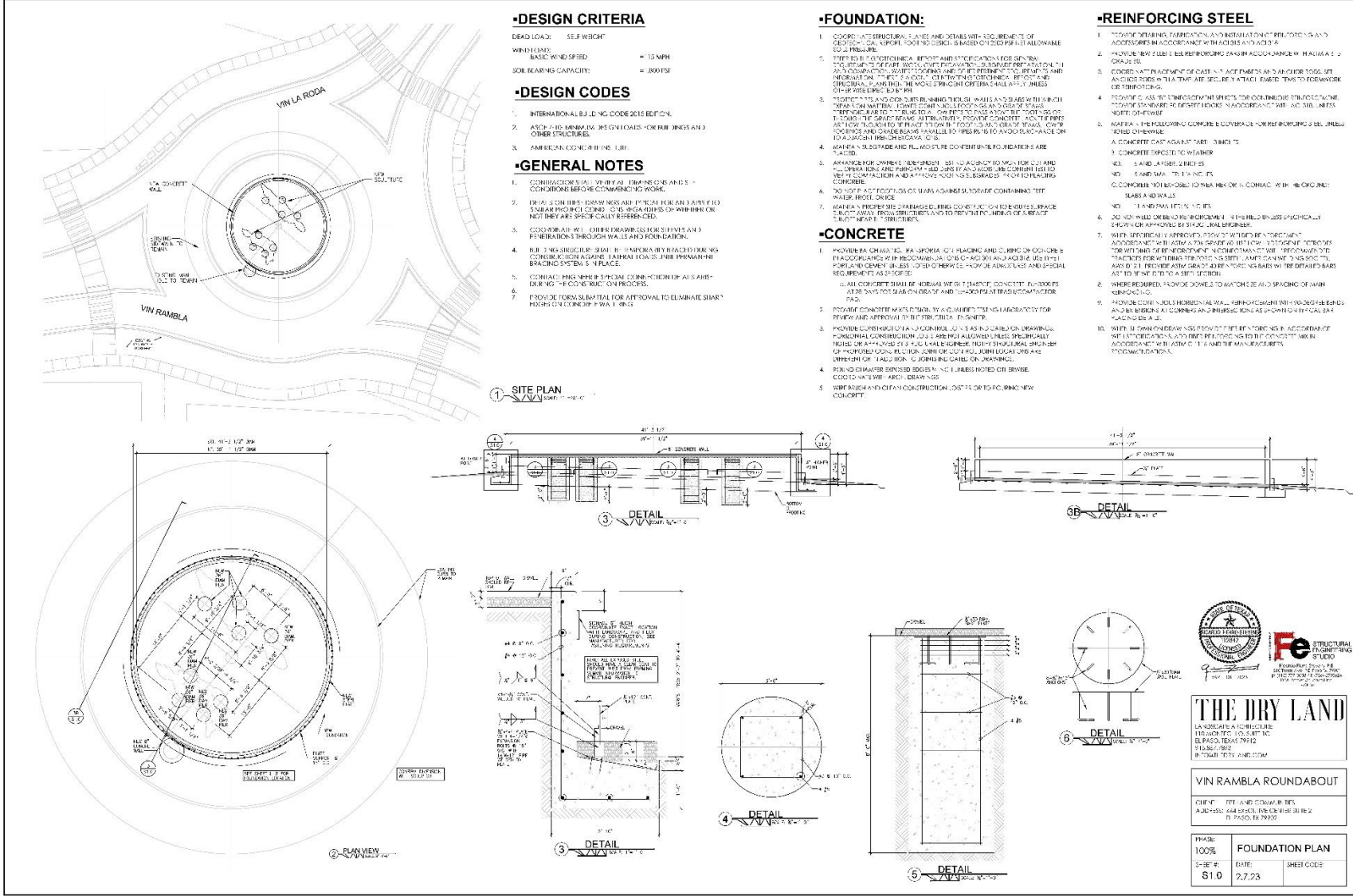
My Commission Expires



## EXHIBITS A









LANDSCAPE GENERAL NOTES

GENERAL NOTES

- 1. THE CONTRACTOR SHALL VISIT AND FAMILIARIZE HIMSELF WITH THE PROJECT SITE PRIOR TO SUBMITTING HIS BID. CONTRACTOR SHALL RECEIVE THE SITE IN CURRENT EXISTING CONDITION.
- 2. CONTRACTOR SHALL BE FAMILIAR WITH PLANS, SPECIFICATIONS, AND DETAILS.
- 3. WARNING: BEFORE EXCAVATING, CONTRACTOR SHALL LOCATE AND "PROTECT" ALL UNDERGROUND UTILITIES LINES INCLUDING SERVICE CONNECTIONS. CONTRACTOR SHALL REPAIR ANY UTILITIES DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES DURING CONSTRUCTION AT NO ADDITIONAL COST TO OWNER. ALL EXCAVATION SHALL BE BACKFILLED.
- 4. EXISTING UTILITY LINES ARE TO BE BLUE STAKED PRIOR TO EXCAVATION. CHECK AND FIELD VERIFY ALL SITE CONDITIONS, UTILITIES AND SERVICES PRIOR TO EXCAVATION. CONSTRUCTION WORK IN CLOSE PROXIMITY TO UNDER-GROUND UTILITIES SHALL BE COORDINATED WITH APPROPRIATE AGENCY. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IF ANY CONFLICTS EXIST PRIOR TO THE COMMENCEMENT OF WORK.
- 5. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES & CONTRACTOR SHALL CALL THE RESPECTIVE "1-CALL" NUMBERS AT LEAST THREE WEEKS IN ADVANCE FOR SUCH UTILITIES.
- 6. THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH OWNER, ALL AFFECTED UTILITY COMPANIES, AND ALL OTHER ENTITIES HAVING JURISDICTION OVER THE PROJECT.
- 7. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL EXCESS PLANTING SOIL, SUBSOIL, MULCH, PLANTS, PACKAGING, AND OTHER EXCESS MATERIAL, TRASH OR DEBRIS, WHICH WAS EITHER BROUGHT TO THE SITE BY THE CONTRACTOR OR EXCAVATED OR DEMOLISHED FROM THE SITE. THIS SHALL HAPPEN DAILY.
- 8. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND GRADES PRIOR TO COMMENCING WITH THE WORK. ANY DISCREPANCY NOTED SHALL BE REPORTED IMMEDIATELY TO THE OWNER'S REPRESENTATIVE. FAILURE OF THE CONTRACTOR TO REPORT ANY FIELD AND PLAN DISCREPANCIES SHALL MAKE THE CONTRACTOR RESPONSIBLE FOR WORK THAT IS PERFORMED.
- 9. VIBRATORY ROLLERS SHALL NOT BE PERMITTED ON ANY PHASE OF THIS PROJECT, UNLESS APPROVED IN WRITING BY THE OWNER'S REPRESENTATIVE.
- 10. ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN STRICT CONFORMANCE WITH ALL CURRENT SAFETY CODES AND STANDARDS INCLUDING BUT NOT LIMITED TO OSHA REQUIREMENTS.
- 11. CONTRACTOR SHALL WATER THE SITE TWICE DAILY, IN THE MORNING AND IN THE AFTERNOON, IN ORDER TO KEEP DOWN DUST. THIS SHALL INCLUDE WATERING ON WEEKENDS AND HOLIDAYS, NO EXCEPTIONS.
- 12. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING IMPROVEMENTS IN THE PROJECT AREA AND ITS VICINITY. ANY DAMAGE RESULTING FROM CONTRACTORS WORK SHALL BE RESTORED AT NO COST TO OWNER.
- 13. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL ENVIRONMENTAL REGULATIONS DURING CONSTRUCTION ACTIVITY.
- 14. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ENVIRONMENTAL FINES RESULTING FROM THEIR WORK AND HOLD THE OWNER HARMLESS IN SUCH CASES.
- 15. REFER TO PLANTING AND IRRIGATION PLAN SHEETS FOR LOCATIONS AND DIMENSIONS OF ALL PROJECT IMPROVEMENTS.
- 16. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD VERIFYING THE LOCATION AND ELEVATION WHERE RELEVANT OF THE EXISTING SITE FEATURES. IF CONFLICTS ARE DISCOVERED BETWEEN WHAT IS SHOWN ON THE DRAWINGS AND WHAT IS PRESENT IN THE FIELD, THE CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE AFFECTED AREA, REPORT THE DISCREPANCY TO THE OWNER'S REPRESENTATIVE, AND NOT PROCEED WITH OUT SPECIFIC WRITTEN DIRECTION.
- 17. ENSURE MINIMUM DIMENSIONS SHOWN ON THE DRAWINGS ARE MAINTAINED BETWEEN PROPOSED IMPROVEMENTS AND EXISTING PAVING SITE CONDITIONS.

PLANTING NOTES

- 1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PREVENT PLANTS FROM FALLING OR BEING BLOWN OVER AND TO STRAIGHTEN OR REPLANT ALL PLANTS WHICH ARE DAMAGED DUE TO WIND. PLANTS BLOWN OVER BY HIGH WINDS SHALL NOT BE A CAUSE FOR ADDITIONAL EXPENSE TO THE OWNER, BUT SHALL BE THE FINANCIAL RESPONSIBILITY OF CONTRACTOR.
- 2. TOPSOIL MATERIAL FOR PLANTING SHALL BE FREE FROM HARD GLOBS, STEEP CLAY, HAND PAN, STONES LARGER THAN 1" IN DIAMETER, NOXIOUS WEEDS AND PLANTS, SOIL PARTIALLY DISINTEGRATED DEBRIS, INSECTS OR ANY OTHER UNDESIRABLE MATERIAL INCLUDING PLANTS OR SEEDS THAT WOULD BE TOXIC OR HARMFUL TO GROWTH.
- 3. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF MATERIAL AND PLANT AND TREE QUANTITIES.
- 4. IN THE EVENT OF VARIATION BETWEEN THE PLANT QUANTITIES SHOWN ON THE PLANT LEGEND AND THE QUANTITIES SHOWN ON THE PLANS, THE PLANS SHALL CONTROL. IMPROPER PLANT COUNT LISTED ON THE PLANT LEGEND MADE BY THE LANDSCAPE ARCHITECT SHALL BE NO CAUSE FOR ADDITIONAL COSTS TO THE OWNER.
- 5. THE CONTRACTOR SHALL MEET BOTH THE CONTAINER SIZE AND CALIPER SIZE, AS WELL AS HEIGHT AND SPREAD SPECIFICATIONS SPECIFIED.
- 6. EXCAVATE TWO TIMES GREATER THAN THE ROOT BALL DIAMETER OF THE SHRUB, TWO TIMES GREATER THAN THE ROOT BALL FOR TREES. SCARP BOTTOM OF PLANTING PIT BEFORE PLACING PLANT. PLACEMENT OF PLANT SHALL BE PERPENDICULAR TO GROUND EXCEPT ON SLOPED GROUND WHERE PLANTS SHALL BE VERTICAL AND NOT AT AN ANGLE.
- 7. CONTRACTOR WILL NOT PLANT MATERIAL SHOWN ON PLANS WHEN IT IS EVIDENT THAT FIELD CONDITIONS HAVE CHANGED SINCE PLANS WERE DRAWN. ANY CHANGES ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE BEFORE ANY PLANTING IS DONE IN THE AREA.
- 8. ALL SHRUBS TO BE PLANTED AT LEAST 2' FROM BACK OF CURB OR SIDEWALK. EVEN IF SHRUB SYMBOL ON PLAN IS SHOWN CLOSER.
- 9. STEMS AND LEAVES TO BE REMOVED FROM LOWER PORTION OF TRUNKS OF MULTI-TRUNK TREES TO LEAVE A CLEAN APPEARANCE AND SO TREES APPEAR LESS LIKE SHRUBS AND MORE LIKE TREES.
- 10. PLANT SUBSTITUTIONS WILL BE PERMITTED WITH WRITTEN APPROVAL OF OWNER'S REPRESENTATIVE. REQUEST SUBSTITUTIONS IN WRITING GIVING REASONS FOR SUCH SUBSTITUTIONS. DOCUMENT THAT REASONABLE EFFORT HAS BEEN MADE TO LOCATE SPECIES ORIGINALLY SPECIFIED. NO PLANT OR TREE SUBSTITUTIONS ALLOWED UNLESS PRIOR APPROVAL FROM OWNER'S REPRESENTATIVE.
- 11. TREAT ALL PLANTING AREAS WITH AN APPLICATION OF SURF. FOLLOW MANUFACTURER'S INSTRUCTIONS FOR APPLICATION.
- 12. REMOVE ALL WIRE, STRING, WIRE BASKETS, BURLAP, CONTAINERS, ETC., FROM THE ROOTBALL OF PLANTS BEFORE BACKFILLING THE PLANTING HOLE.
- 13. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.
- 14. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE 48 HOURS IN ADVANCE OF COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.
- 15. CONTRACTOR SHALL PROVIDE ONE YEAR WARRANTY ON PLANT MATERIAL FROM DATE OF SUBSTANTIAL COMPLETION. DEAD OR DAMAGED PLANT MATERIAL SHALL BE REPLACED AT NO COST TO THE OWNER UNLESS CAUSED BY FACTORS OUTSIDE THE CONTROL OF THE CONTRACTOR.

IRRIGATION NOTES

- 1. ASSUMED SYSTEM PRESSURE AND FLOW AT THE POINT OF CONNECTION IS LISTED ON THE IRRIGATION LEGEND. CONTRACTOR SHALL TEST AVAILABLE PRESSURE AND FLOW AND SUBMIT RESULTS TO OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO COMMENCING WORK. IN NO CASE SHALL CONTRACTOR COMMENCE WITH CONSTRUCTION IF MEASURED VALUES AT POINT OF CONNECTION ARE LESS THAN ASSUMED VALUES. FAILURE TO CONTACT THE OWNER'S REPRESENTATIVE SHOULD A DISCREPANCY OCCUR, WILL RESULT IN THE CONTRACTOR MAKING NECESSARY CHANGES TO THE IRRIGATION SYSTEM TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE WITHOUT ADDITIONAL COST TO THE OWNER.
- 2. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS FOR IRRIGATION WORK.
- 3. IRRIGATION PLAN IS DIAGRAMMATIC IN NATURE. PIPE, VALVE AND IRRIGATION SYSTEM COMPONENT LOCATIONS MAY BE SHOWN IN PAVED AREAS FOR DESIGN CLARIFICATION. ALL SYSTEM COMPONENTS WILL BE IN TURF OR LANDSCAPED AREAS WHERE POSSIBLE. ADJUST LOCATION OF ALL COMPONENTS TO COMPENSATE FOR FINAL SITE CONDITIONS AND PROVIDE OPTIMAL WATER COVERAGE.
- 4. CONTRACTOR SHALL BE RESPONSIBLE FOR ACCOMPLISHING FULL COVERAGE IN ALL AREAS WITH SPECIFIED EQUIPMENT. ANY DISCREPANCIES IN THE PLAN SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE DURING CONSTRUCTION.
- 5. ALL FITTINGS AND NECESSARY EQUIPMENT REQUIRED TO MAKE THE IRRIGATION SYSTEM OPERATE PROPERLY AND TO COMPLY WITH LOCAL AND STATE CODES ARE INDICATED, TO THESE PLANS AND ARE THE CONTRACTOR'S RESPONSIBILITY.
- 6. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE LOCAL CODES AND REQUIREMENTS.
- 7. CONTRACTOR WILL BE HELD LIABLE FOR GAINING ACCESS UNDER ALL HARD SURFACES.
- 8. SLEEVES SHOWN ON THE PLANS SHOULD BE VERIFIED FOR ACCESSIBILITY AND FEASIBILITY BEFORE BID IS MADE.
- 9. THE CONTRACTOR SHALL LOCATE AND VERIFY EACH WATER TAP TO WHICH THE IRRIGATION SYSTEM WILL CONNECT. ALL EQUIPMENT AND INSTALLATION METHODS SHALL COMPLY WITH THE STANDARDS OF THE CITY OF EL PASO AND THE SPECIFICATIONS.
- 10. CONTRACTOR IS RESPONSIBLE FOR ALL CONNECTIONS AND VALVES REQUIRED FOR THE FULL IMPLEMENTATION OF THE SYSTEM.
- 11. THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO INITIATING WORK.
- 12. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE OR INTERRUPTION IN SERVICE CAUSED BY THEIR EXCAVATIONS AND/OR WORK.
- 13. ALL REMOTE CONTROL VALVE WIRES NEED TO BE LABELED AT VALVE W/ WATERPROOF LABELS AND AT CONTROLLER W/ CORRESPONDING LABEL. LETTER AND/OR NUMBER TAGS IN SEQUENTIAL ORDER SHALL BE PROVIDED BY CONTRACTOR. CONTRACTOR SHALL PROVIDE WATERPROOF ZONE MAP IN THE CONTROLLER ENCLOSURE WITH EACH ZONE CLEARLY IDENTIFIED.
- 14. VALVE BOXES AND CANS SHALL NOT BE LOCATED WITHIN 6" OF BACK OF CURB OR ANY HARDSCAPE EVEN IF SYMBOL ON PLAN IS SHOWN CLOSER.
- 15. TRENCHES FOR MAIN LINE SHALL BE OF SUFFICIENT DEPTH TO ALLOW MAINLINE TO BE A MINIMUM DEPTH OF 18" BELOW FINISHED GRADE. TRENCHES FOR LATERAL LINES SHALL BE OF SUFFICIENT DEPTH TO ALLOW FOR LATERALS TO BE A MINIMUM OF 12" BELOW FINISHED GRADE.
- 16. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO PLANT MATERIAL DUE TO SYSTEM FAILURE OR INFERIOR WORKMANSHIP DURING THE INSTALLATION OF PLANTS AND MAINTENANCE PERIOD.
- 17. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL ELECTRICAL CONNECTION FOR CONTROLLERS. THIS SHALL INCLUDE ALL NECESSARY FUSE BOXES OR OTHER ELECTRICAL REQUIREMENTS.
- 18. IRRIGATION CONTRACTOR SHALL COORDINATE OPERATIONAL REQUIREMENTS OF THE IRRIGATION SYSTEM WITH THE IRRIGATION CONTROLLER(S) AND INSTRUCT THE OWNER ON ITS PROPER USE.
- 19. CONTRACTOR TO PROVIDE ONE YEAR WARRANTY OF MATERIALS AND WORKMANSHIP OF IRRIGATION SYSTEM FROM DATE OF SUBSTANTIAL COMPLETION. DAMAGED MATERIALS AND DEFECTIVE WORK SHALL BE REPLACED AT NO COST TO THE OWNER, UNLESS CAUSED BY FACTORS OUTSIDE THE CONTROL OF THE CONTRACTOR.

LIGHTING NOTES

- 1. CONTRACTOR TO COORDINATE PROGRAMMING OF LANDSCAPE LIGHTING TIMER WITH OWNER. SET TO TURN ON AT DUSK AND TURN OFF AT 1AM, UNLESS OTHERWISE INSTRUCTED BY OWNER.
- 2. WIRE TO BE 12 GAUGE 2 STRAND WIRE.
- 3. CONTRACTOR TO CONFIRM OPERATING VOLTAGE OF FINAL LIGHT FIXTURE ON CIRCUIT. OUTPUT VOLTAGE TO BE A MINIMUM OF 115V ON FINAL FIXTURE. IF OPERATING VOLTAGE IS LESS THAN 11V, CONTRACTOR TO CONFIRM WITH LANDSCAPE ARCHITECT ON FINAL SOLUTION.
- 4. WIRE TO BE BURIED A MINIMUM OF 6" DEPTH BELOW TOP OF GRADE. FOR WIRE UNDER HARDSCAPE, A 1" PVC CONDUIT SHALL BE PROVIDED A MINIMUM OF 12" DEPTH FROM BOTTOM OF HARDSCAPE.
- 5. ALL SPLICES TO HAVE WATER-PROOF CONNECTOR.



**THE DRY LAND**

LANDSCAPE ARCHITECTS, P.C.  
15000 W. 14TH ST., SUITE 100  
DALLAS, TEXAS 75244  
P: 972.381.7801  
INFO@THEDRYLAND.COM

VIN RAMBLA ROUNDABOUT

CLIENT: THE LAND DEVELOPMENT  
ADDRESS: 4145 TEXPARK CENTER BLVD  
EL PASO, TEXAS 79962

SCALE: 100%

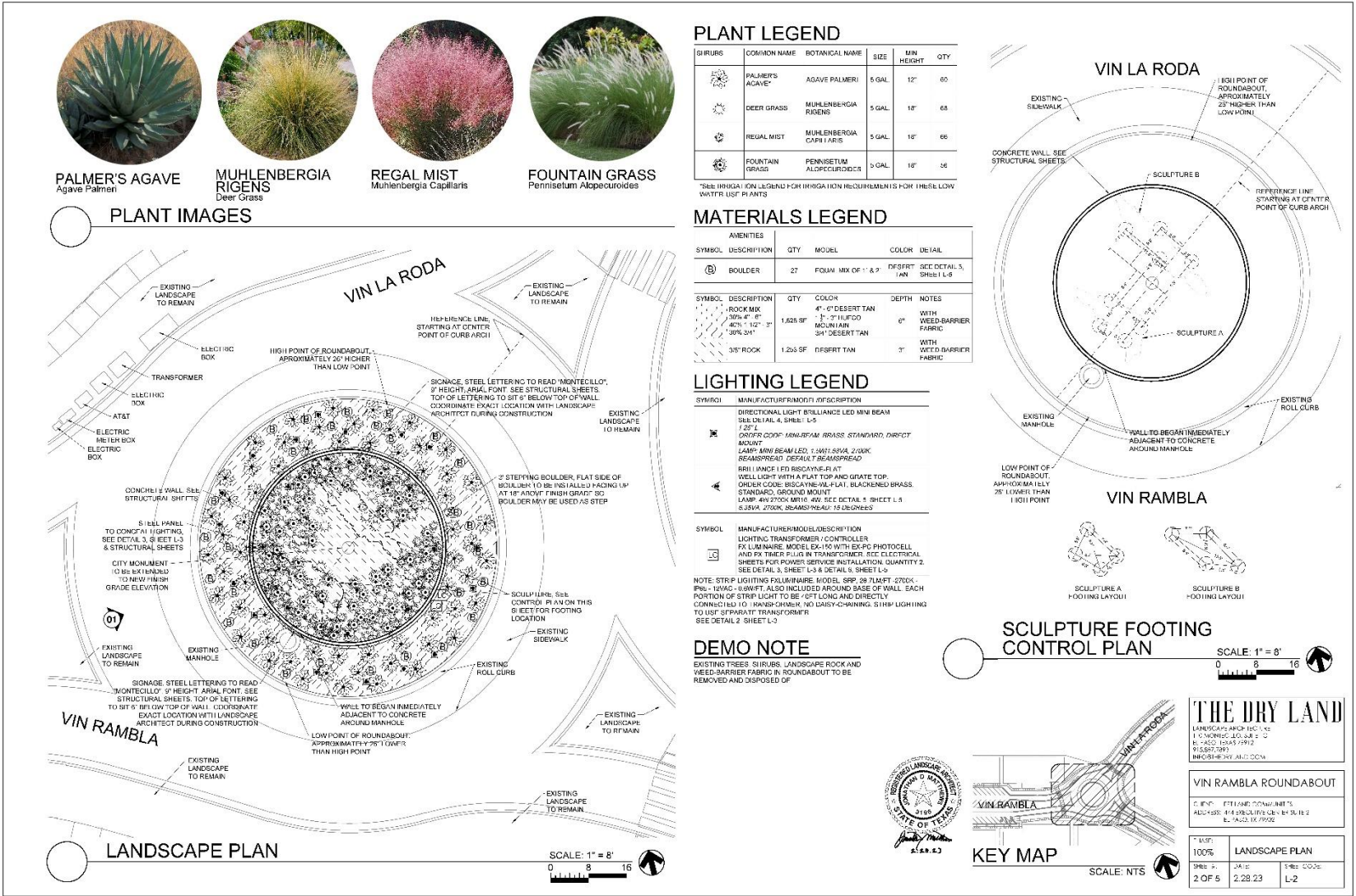
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DATE: 2.28.23

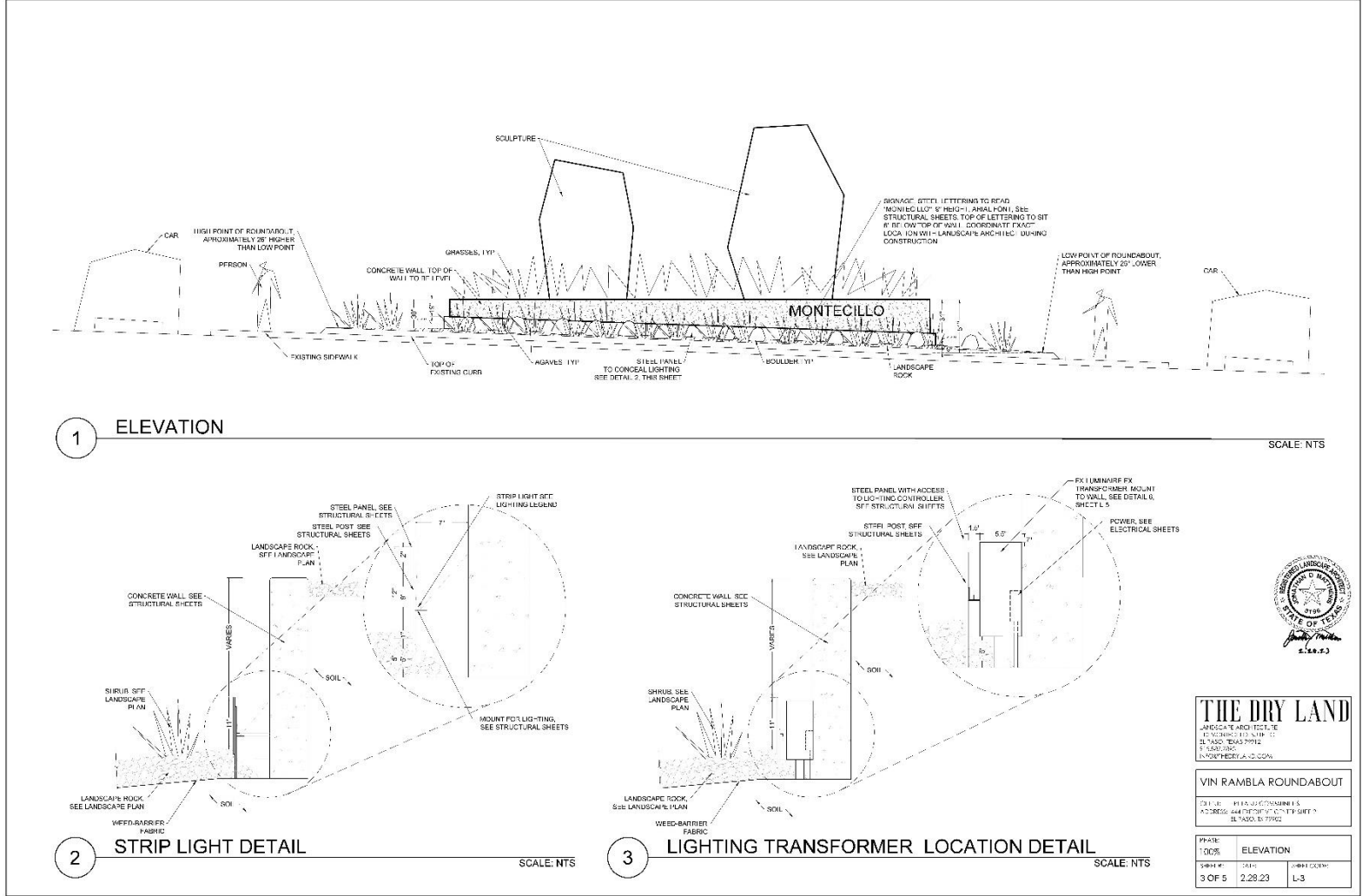
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LANDSCAPE GENERAL NOTES

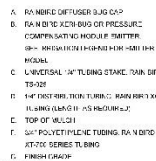






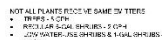






## DRIP EMITTER ASSEMBLY

SCALE: NTS




## DRIP EMMITER FOR PLANTS

SCM = NTG

SCALE: 1" = 8'



SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
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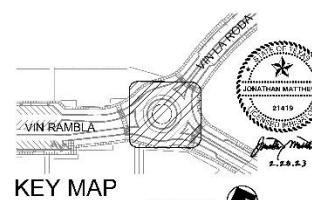
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CONTROL ZONE KIT WITH ASSOCIATED LATCHING SOLENOID AND TWO-WIRE  
CROSSING. SEE DETAIL 10, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 8

## IRRIGATION NOTES

- CONTRACTOR TO HAND-WATER ALL PLANT MATERIAL WHICH FAILS TO RECEIVE IRRIGATION DUE TO CONSTRUCTION ACTIVITY. ANY PLANT MATERIAL WHICH IS DAMAGED OR DIES SHALL BE REPLACED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER. THIS INCLUDES ALL PLANT MATERIAL ASSOCIATED WITH EXISTING IRRIGATION SYSTEM EVEN IF IS NOT SHOWN ON PLAN
- DO NOT LOCATE PVC LATERALS OR POLY TUBING WITHIN "2" OF WALL OR SCULPTURE FOOTINGS

## DEMO NOTES

- EXISTING EMITTERS CANS, EMITTER, POLY TUBING, SUB-SURFACE DRIP TUBING, AND LATERALS WITHIN ROUNDABOUT TO BE REMOVED AND DISPOSED OF



## KEY MAP

SCALE: NTS



## THE DRY LAND

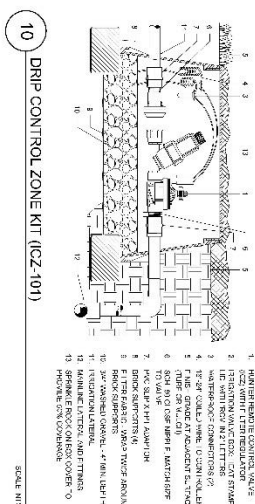
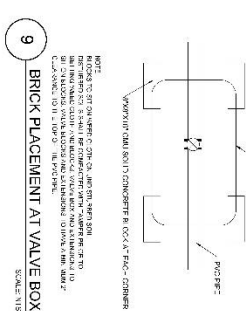
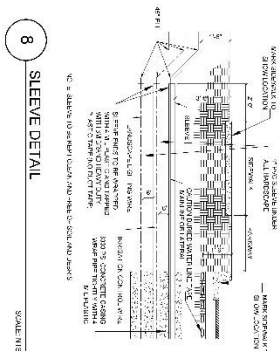
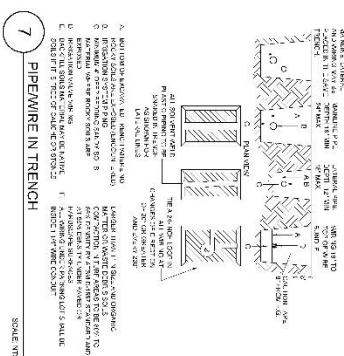
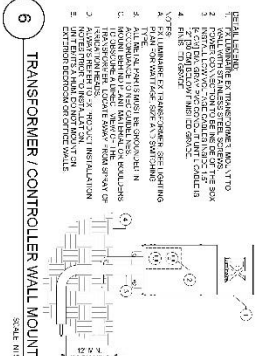
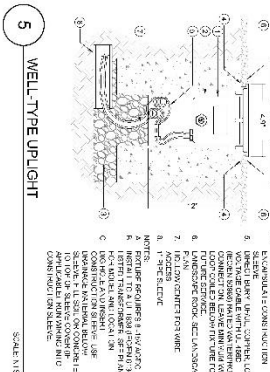
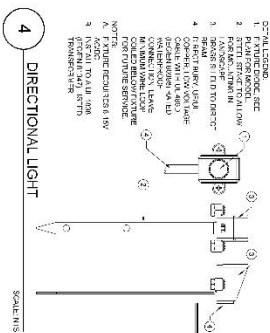
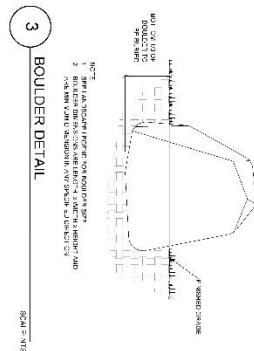
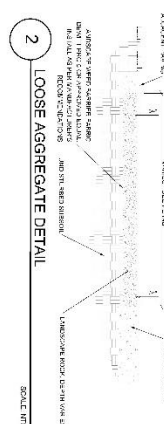
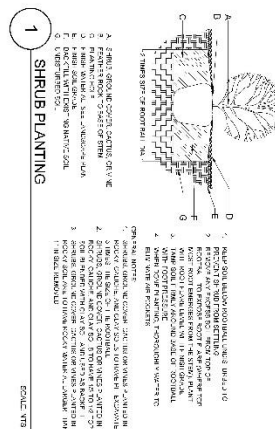
LANDSCAPE ARCHITECTURE  
1 C MONTECILLO SUITE 10  
E. 4500 E. AVE. #200  
915.527.7893  
INFO@THERESLAND.COM

VIN RAMBLA ROUNDABOUT

CLIENT: EFT AND COMMUNITIES  
ADDRESS: 444 EXECUTIVE CENTER SUITE 2  
EL PASO, TX 79902

BASE 100%	IRRIGATION PLAN	
SHEET # 4 OF 5	DATE 2.26.23	SHEET CODE L-4

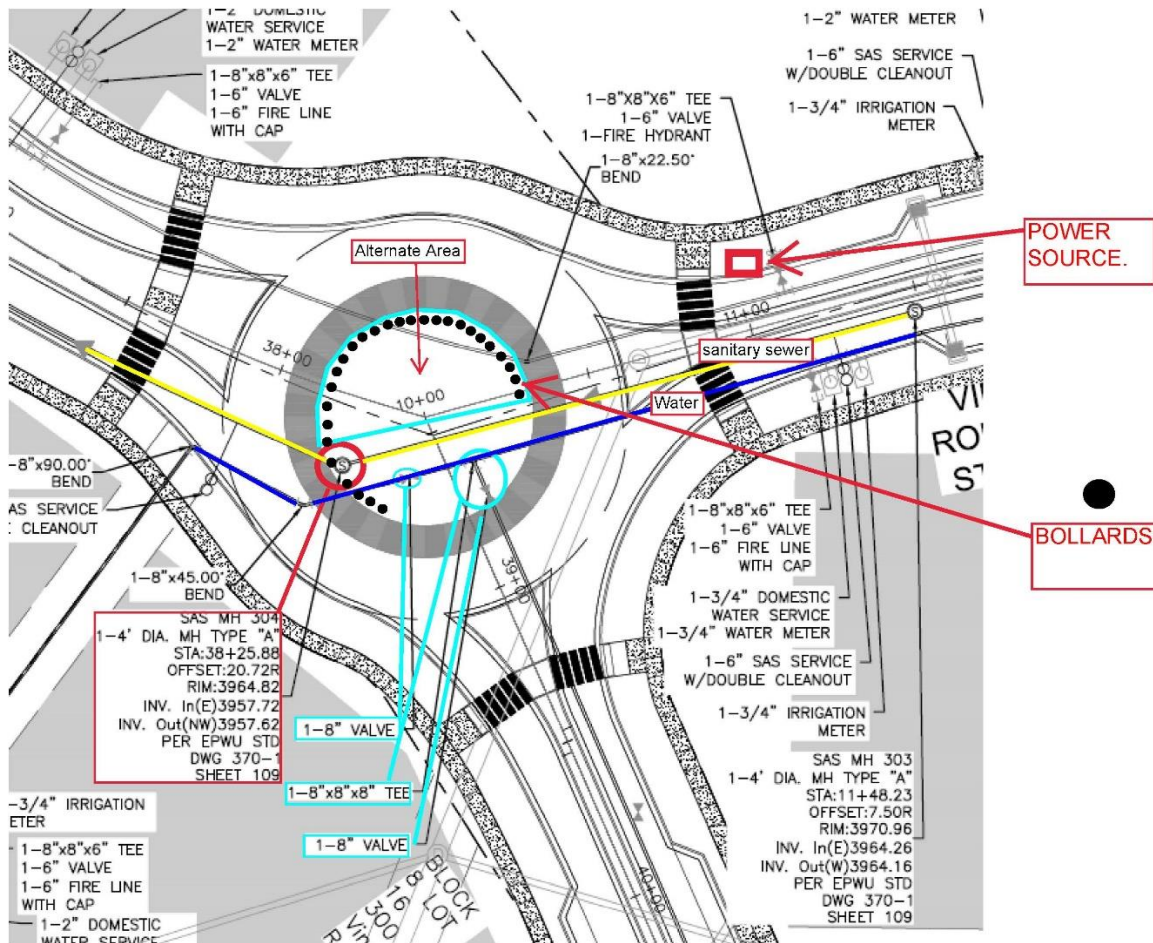




**THE DRY LAND**  
LANDSCAPE ARCHITECTS  
110 MONROE AVENUE  
Rt. 250, NEWTON, MA 02459  
913.557.7893  
HHC-031-007-ALD-000A

100%	DETAILS	
5 OF 5	2.28.23	L-5

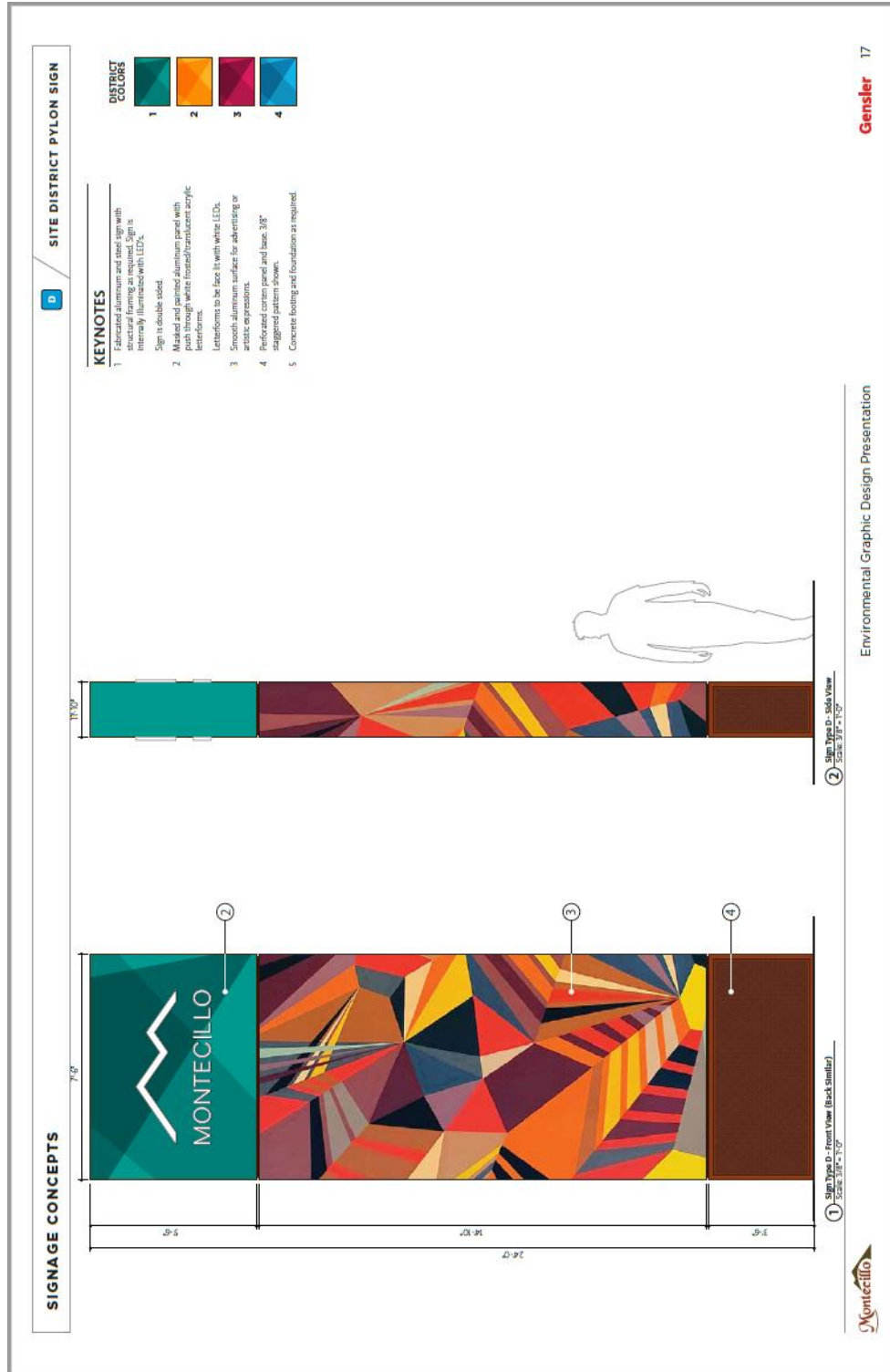




## EXHIBITS B (Signs)

HQ24-2946|Trans#527239|P&I  
Amended Montecillo – Roundabout  
RTA

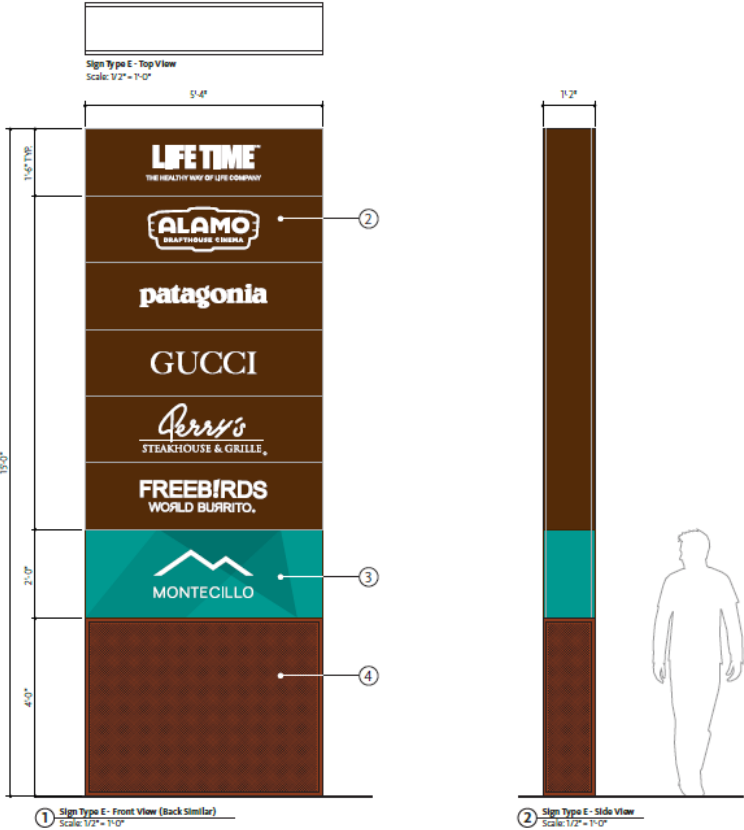






SIGNAGE CONCEPTS

E MULTI-TENANT MONUMENT SIGN



KEYNOTES

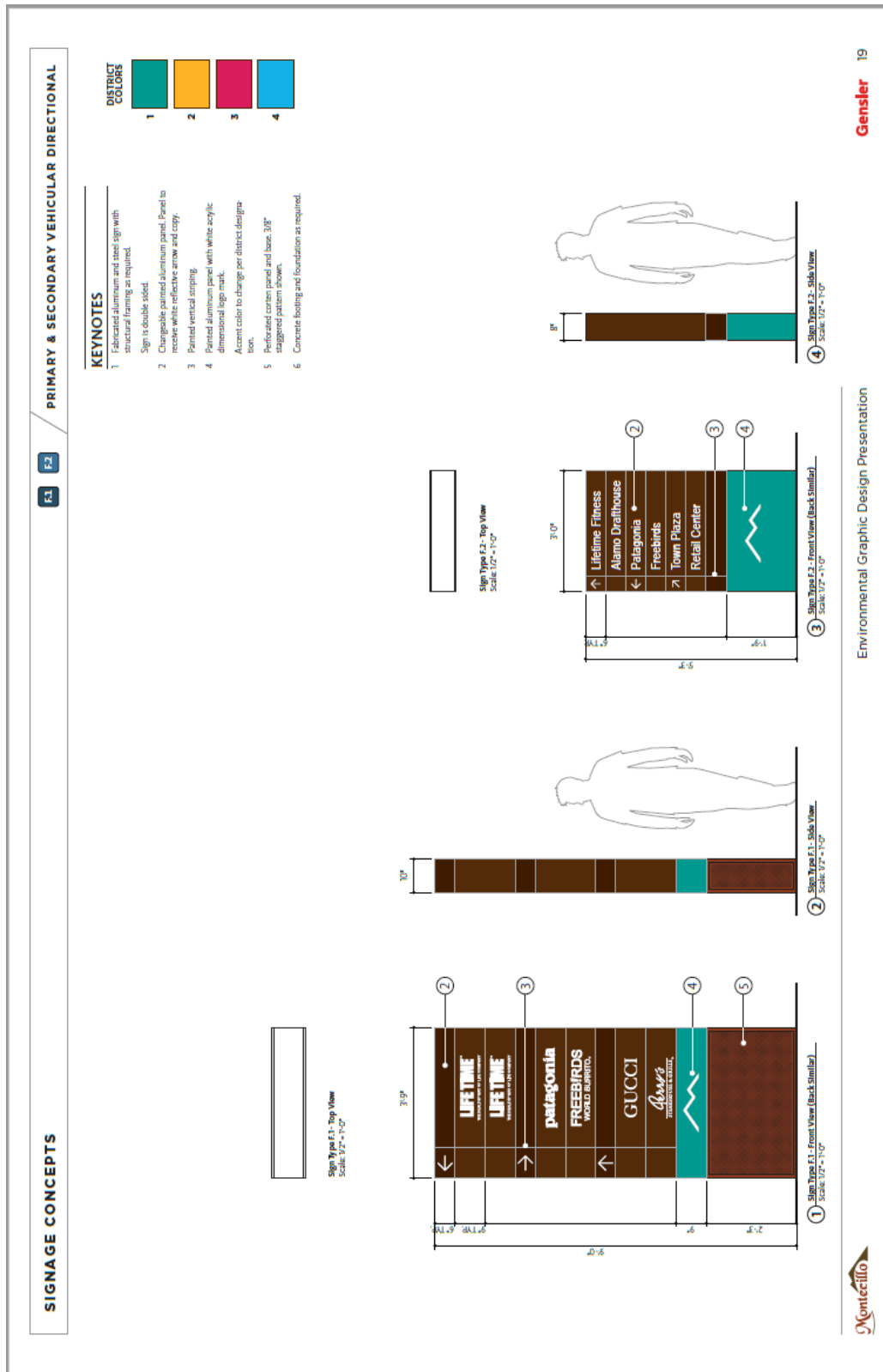
- 1 Fabricated aluminum and steel sign with structural framing as required. Sign is internally illuminated with LED's. Sign is double sided.
- 2 Changeable painted aluminum panel with face lit tenant logo mark.
- 3 Masked and painted aluminum panel with push through white frosted/translucent acrylic letterforms. Letterforms to be face lit with white LEDs.
- 4 Perforated corten panel and base. 3/8" staggered pattern shown.
- 5 Concrete footing and foundation as required.

DISTRICT COLORS





EXHIBIT C







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

### METES AND BOUNDS DESCRIPTION

*A 0.0307 acre parcel situate within the City of El Paso, El Paso County, Texas as a portion of Vin Rambla Drive and Vin La Roda Drive Rights-of-Ways (variable widths) within Montecillo Unit Eleven as recorded in File No. 20180006139, El Paso County Plat Records and being more particularly described by metes and bounds as follows:*

**COMMENCING** at a city monument found at the roundabout radius point of Vin Rambla Drive (variable width) and Vin La Roda Drive (variable width), **WHENCE**, a city monument found at the intersection of said Vin Rambla Drive and Vin Morella Way (47 feet wide) bears, North 56°12'14" West, a distance of 682.23 feet; **THENCE**, leaving said roundabout radius point, North 01°27'31" East, a distance of 20.65 feet to a point for the beginning of a non-tangent curve to the right and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, along the arc of a curve to the right having a radius of 20.65 feet, a central angle of 360°00'00" and an arc length of 129.72 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.0307 acres (1,339.0 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

This metes and bounds description accompany a plat of survey with the same date and was prepared for a City of El Paso Special Privilege Application process.

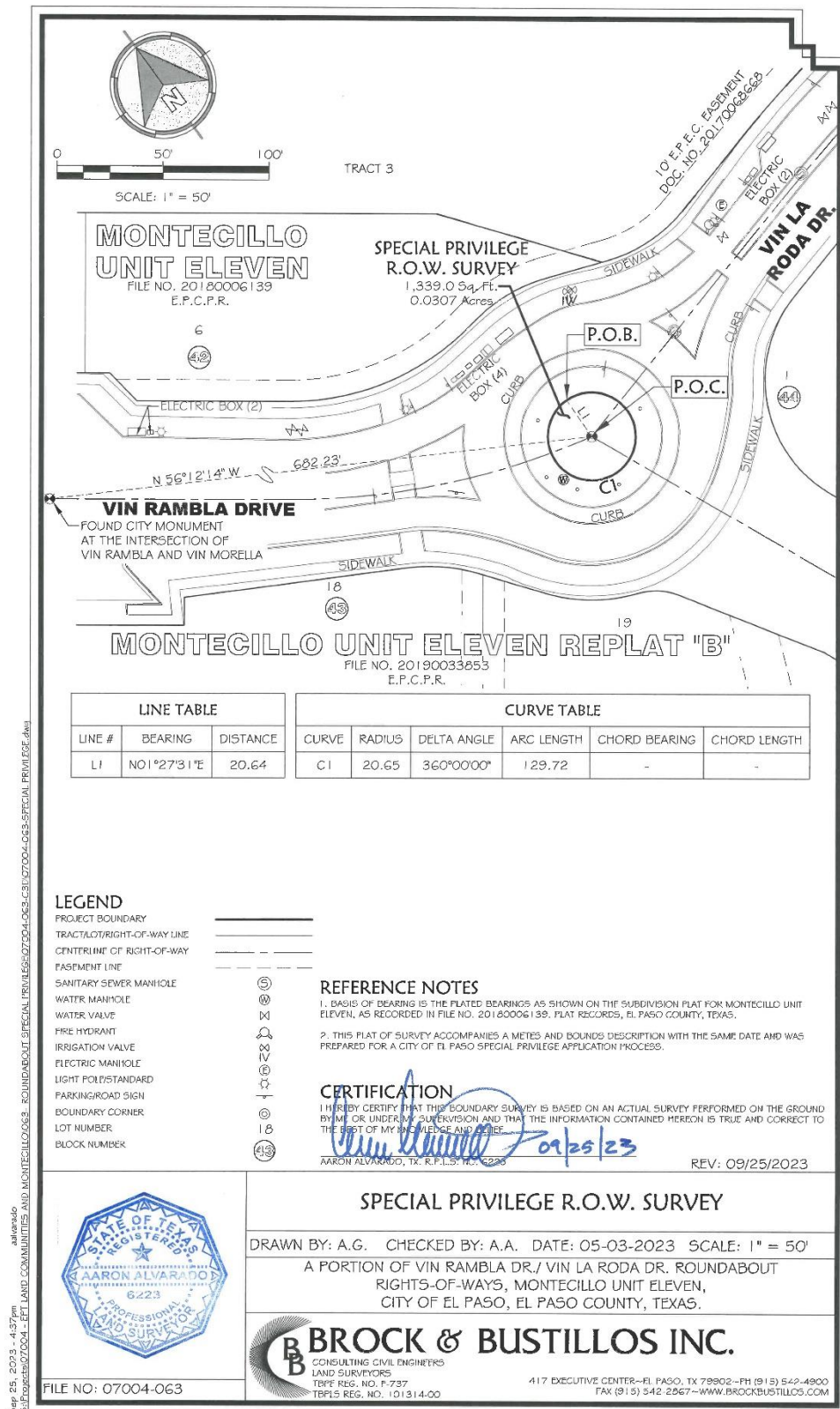
**Aaron Alvarado, TX R. P. L. S. No. 6223**

**Date: September 25, 2023**

**07004-063-ROUNDAABOUT-DESC-REVISED.doc**

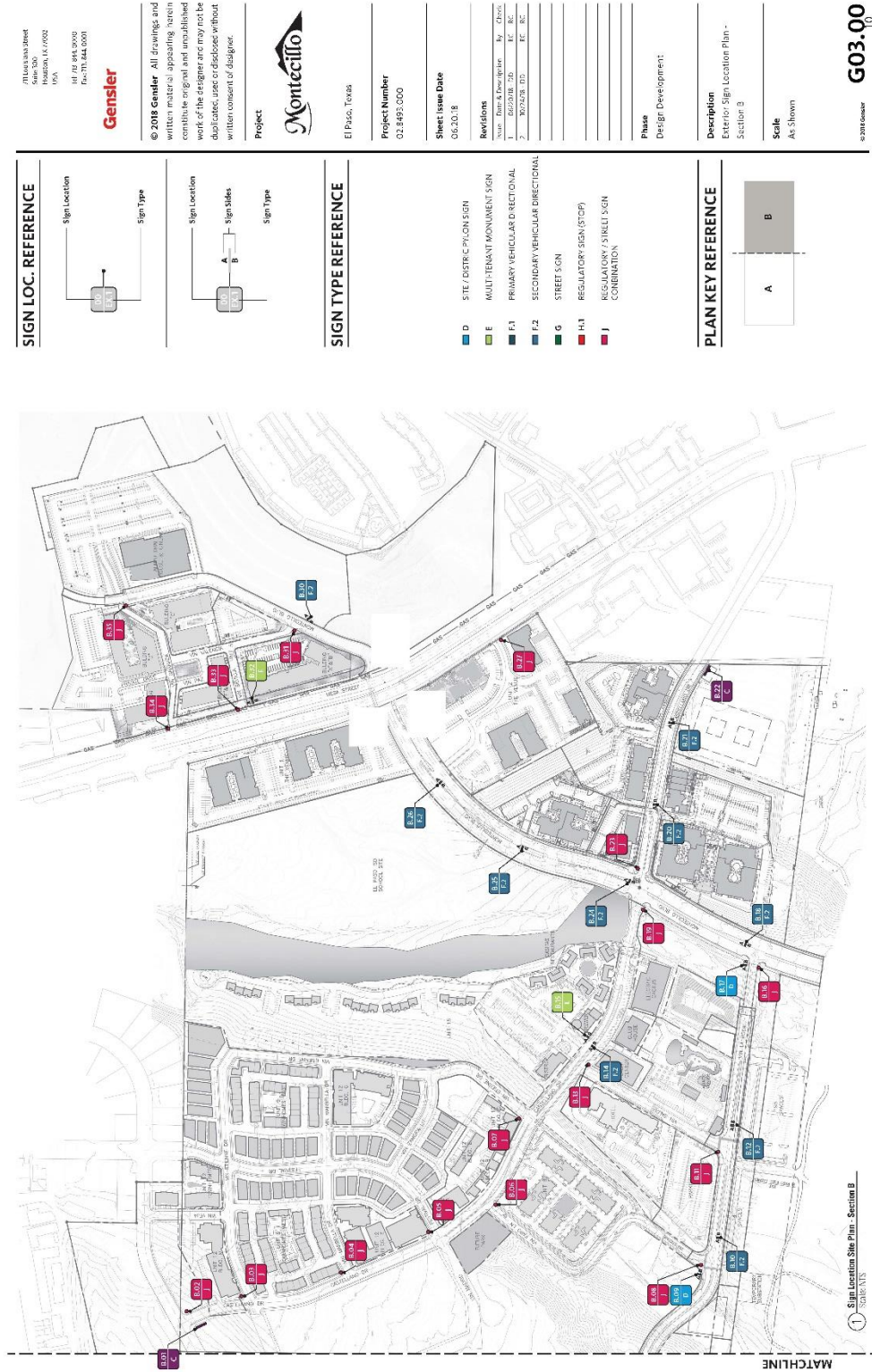




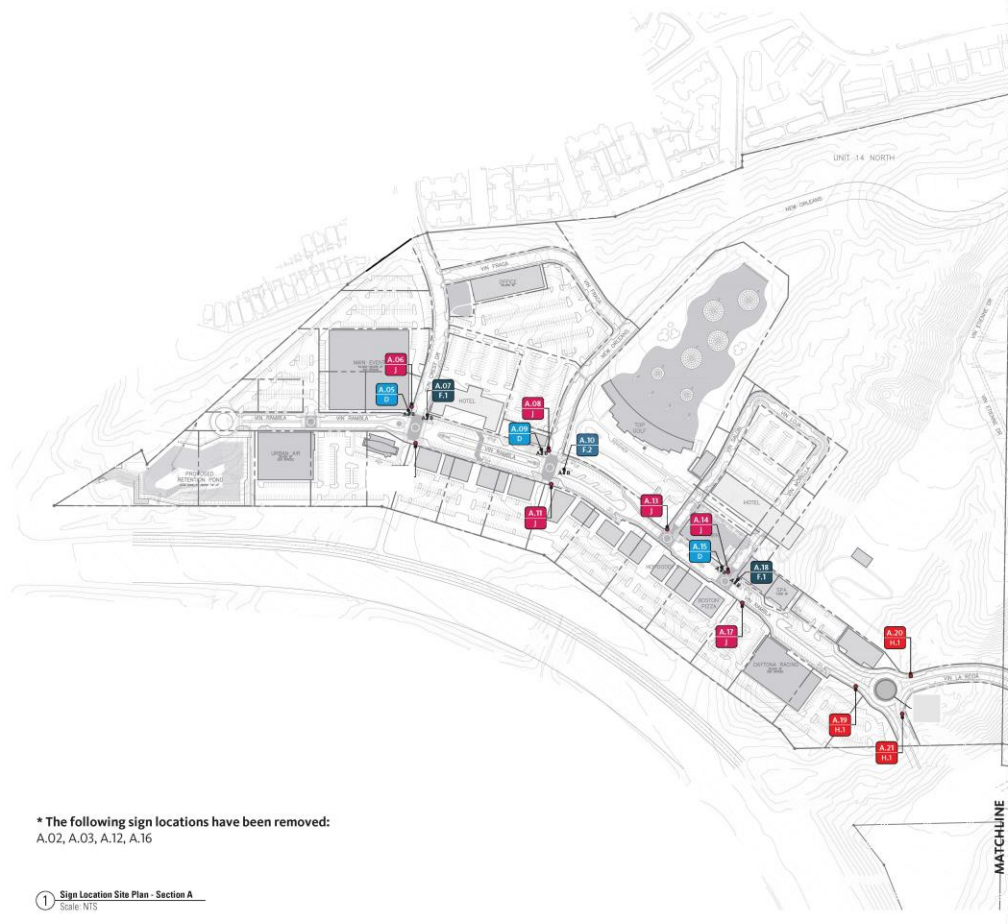




# EXHIBIT D



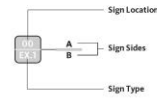
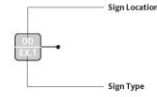




\* The following sign locations have been removed:  
A.02, A.03, A.12, A.16

1 Sign Location Site Plan - Section A  
Scale: NTS

#### SIGN LOC. REFERENCE



#### SIGN TYPE REFERENCE

- D SITE / DISTRICT PYLON SIGN
- E MULTI-TENANT MONUMENT SIGN
- F.1 PRIMARY VEHICULAR DIRECTIONAL
- F.2 SECONDARY VEHICULAR DIRECTIONAL
- G STREET SIGN
- H.1 REGULATORY SIGN (STOP)
- J REGULATORY / STREET SIGN COMBINATION

#### PLAN KEY REFERENCE



711 Louisiana Street  
Suite 300  
Houston, TX 77002  
USA  
Tel: 713.844.0000  
Fax: 713.844.0001

**Gensler**

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Project

**Montecillo**

El Paso, Texas

Project Number  
02.8493.000

Sheet Issue Date  
06.20.18

#### Revisions

Issue	Date & Description	By	Check
1	06/20/18 - DD	RC	RC
2	10/24/18 - DD	RC	RC

Phase  
Design Development

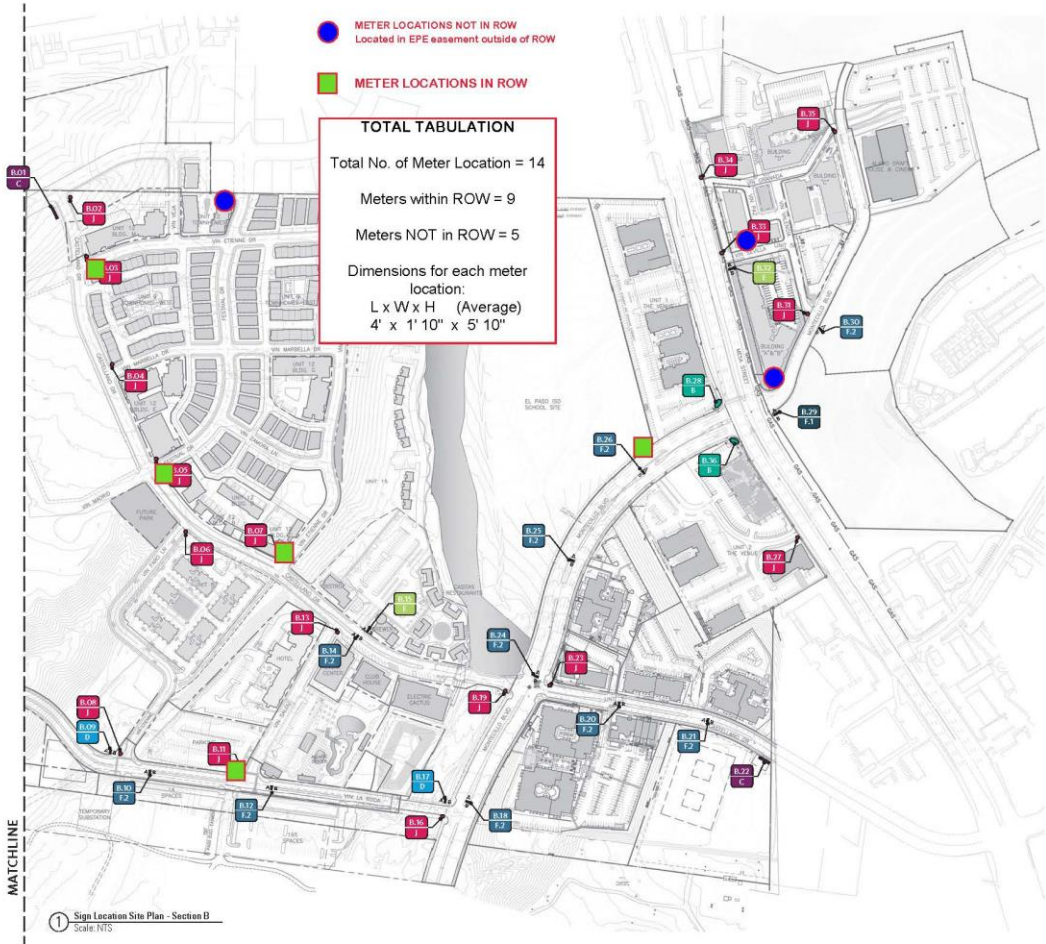
Description  
Exterior Sign Location Plan -  
Section A

Scale  
As Shown

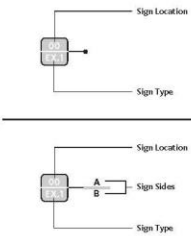
© 2018 Gensler **G02.00**  
9

HQ24-2946|Trans#527239|P&I  
Amended Montecillo – Roundabout  
RTA





SIGN LOC. REFERENCE



SIGN TYPE REFERENCE

- A ICONIC PYLONS
- A.2 ICONIC BEACON
- B PRIMARY MONUMENT SIGN
- C SITE MONUMENT SIGN
- D SITE / DISTRICT PYLON SIGN
- E MULTI-TENANT MONUMENT SIGN
- F.1 PRIMARY VEHICULAR DIRECTIONAL
- F.2 SECONDARY VEHICULAR DIRECTIONAL
- G STREET SIGN
- H.1 REGULATORY SIGN (STOP)
- J REGULATORY / STREET SIGN COMBINATION

PLAN KEY REFERENCE



771 Louisiana Street  
Suite 300  
Houston, TX 77002  
USA  
Tel: 713.944.0000  
Fax: 713.944.0001

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Project

**Montecillo**

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2	10/24/18	- DD	RC	RC

Phase  
Design Development

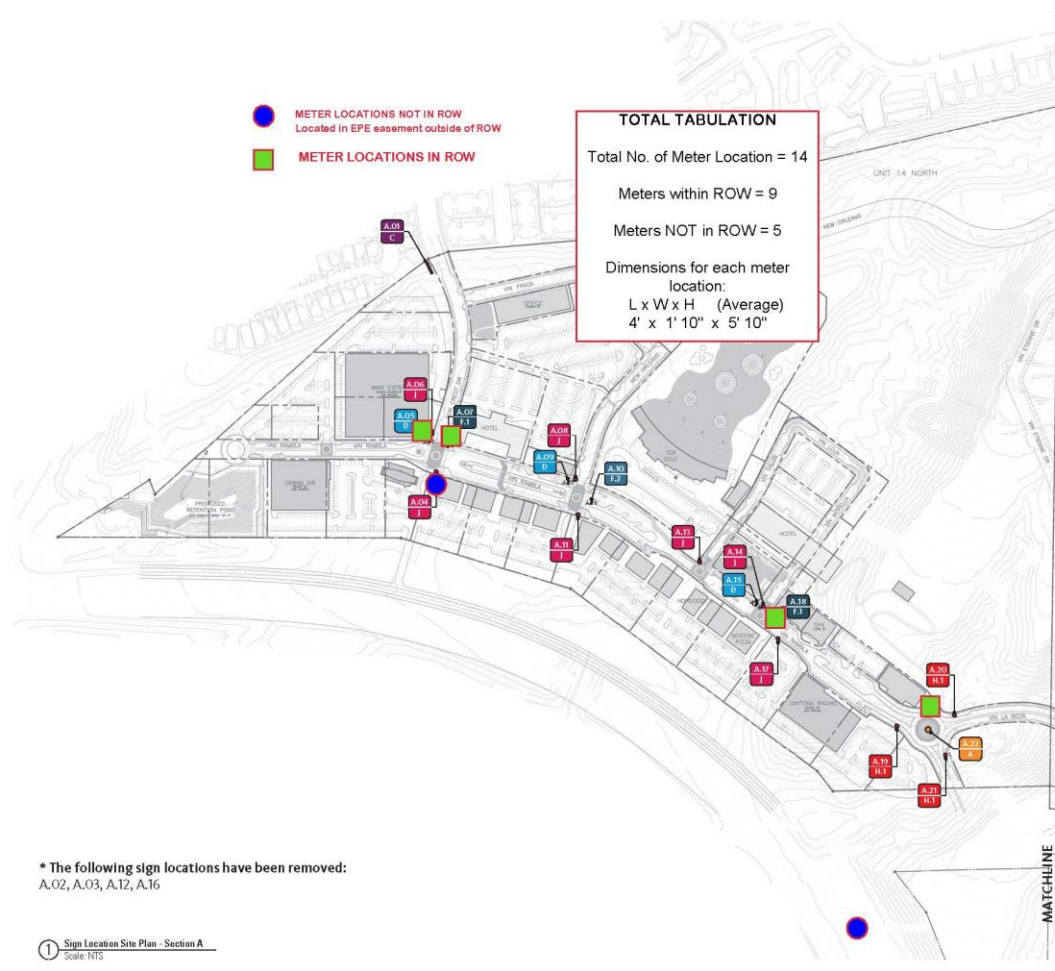
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Exterior Sign Location Plan - Section B

Scale  
As Shown

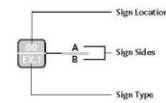
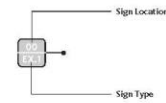
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10

© 2018 Gensler





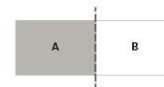
#### SIGN LOC. REFERENCE



#### SIGN TYPE REFERENCE

- A** ICONIC PYLONS
- A.1** ICONIC BEACON
- B** PRIMARY MONUMENT SIGN
- C** SITE MONUMENT SIGN
- D** SITE / DISTRICT PYLON SIGN
- E** MULTI-TENANT MONUMENT SIGN
- F.1** PRIMARY VEHICULAR DIRECTIONAL
- F.2** SECONDARY VEHICULAR DIRECTIONAL
- G** STREET SIGN
- H.1** REGULATORY SIGN (STOP)
- J** REGULATORY / STREET SIGN COMBINATION

#### PLAN KEY REFERENCE



771 Louisiana Street  
Suite 300  
Houston, TX 77002  
USA  
Tel: 713.344.0000  
Fax: 713.344.0001

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Project

**Montecillo**

El Paso, Texas

Project Number  
02.8493.000

Sheet Issue Date  
06.20.18

#### Revisions

Issue	Date	Description	By	Check
1	06/20/18	CD	RC	RC
2	10/24/18	CD	RC	RC

#### Phase

Design Development

#### Description

Exterior Sign Location Plan -  
Section A

#### Scale

As Shown

© 2018 Gensler **G02.00**  
9



# 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 Richard Aguilar

Business Name EPT Montecillo I-10 Development, LLC

Agenda Item Type ORDINANCE - SPECIAL PRIVILEGE LICENSE - MONTECILLO

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	Brian Kennedy	\$1,000
District 2		
District 3		
District 4		
District 5	Isabel Salcido	\$4,000
District 6	Art Fierro	\$1,000
District 7	Henry Rivera	\$1,500
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: \_\_\_\_\_

6.21.2024





Legislation Text

---

File #: 24-972, Version: 1

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**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 8**

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

Planning and inspections, Juan C. Naranjo, (915) 212-1604

**AGENDA LANGUAGE:**

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

An Ordinance changing the zoning of Lot 3, Block 1, Coronado del Sol, City of El Paso, El Paso County, Texas, from R-3 (Residential) and R-5/sc (Residential/special contract) to A-3 (Apartment) and A-3/sc (Apartment/special contract), 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.

Subject Property: Mesa Hills and Northwest of Sunland Park

Applicant: Housing Authority of the City of El Paso, PZRZ24-00002



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** September 10, 2024

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Juan C. Naranjo, (915) 212-1604

**DISTRICT(S) AFFECTED:** District 8

**STRATEGIC GOAL:** #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An ordinance changing the zoning of Lot 3, Block 1, Coronado del Sol, City of El Paso, El Paso County, Texas, from R-3 (Residential) and R-5/sc (Residential/special contract) to A-3 (Apartment) and A-3/sc (Apartment/special contract). 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: Mesa Hills and Northwest of Sunland Park  
Applicant: Housing Authority of the City of El Paso, PZRZ24-00002

**BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone the subject property to allow for the proposed use of apartments. City Plan Commission unanimously recommended 5-0 to approve the proposed rezoning on May 16, 2024. As of July 2, 2024, the Planning Division has received forty-one (41) phone calls, fifty-eight (58) emails; including two (2) emails with petitions including four hundred and seventy-two (472) signatures from three hundred and forty-four (344) properties, and one (1) letter in opposition to the request. Staff has also received three (3) phone calls, one (1) letter, and two (2) emails in support of the 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 CHANGING THE ZONING OF LOT 3, BLOCK 1, CORONADO DEL SOL, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) AND R-5/SC (RESIDENTIAL/SPECIAL CONTRACT) TO A-3 (APARTMENT) AND A-3/SC (APARTMENT/SPECIAL CONTRACT), AND IMPOSING A CONDITION. 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 **Lot 3, Block 1, Coronado del Sol**, located in the City of El Paso, El Paso County, Texas, be changed from **R-3 (Residential) and R-5/sc (Residential/special contract)** to **A-3 (Apartment) and A-3/sc (Apartment/special contract)**, 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 condition which is necessitated by and attributable to the increased density of generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

*No more than one hundred and four (104) dwelling units shall be permitted on the property.*

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**

**ATTEST:**

\_\_\_\_\_  
Oscar Leaser, Mayor

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

*Russel T. Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant City Attorney

*Philip F. Etiwe*  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department



# Mesa Hills and Northwest of Sunland Park

City Plan Commission — May 16, 2024 - **REVISED**



**CASE NUMBER:** PZRZ24-00002  
**CASE MANAGER:** Juan C. Naranjo, (915) 212-1604, [NaranjoJC@elpasotexas.gov](mailto:NaranjoJC@elpasotexas.gov)  
**PROPERTY OWNER:** Housing Authority of the City of El Paso  
**REPRESENTATIVE:** Fred Dalbin  
**LOCATION:** Mesa Hills Dr. and Northwest of Sunland Park Dr. (District 8)  
**PROPERTY AREA:** 6.3 acres  
**REQUEST:** Rezone from R-3 (Residential) and R-5/sc (Residential/special contract) to A-3 (Apartment) and A-3/sc (Apartment/special contract)  
**RELATED APPLICATIONS:** None  
**PUBLIC INPUT:** Thirty-seven (37) phone calls, fifty-eight (58) emails, including two emails with petitions of four hundred and seventy-two (472) signatures (from 344 properties), and one (1) letter in opposition. Staff has also received two (2) phone calls, one (1) email and one (1) letter in support as of May 15, 2024.

**SUMMARY OF REQUEST:** The applicant is requesting to rezone from R-3 (Residential) and R-5/sc (Residential/special contract) to A-3 (Apartment) and A-3/sc (Apartment/special contract) to allow for the use of apartments.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL WITH CONDITION** of the request as the proposed development is in keeping with the policies of the G-4, Suburban (Walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

1. No more than one hundred and four (104) dwelling units be permitted on this property.

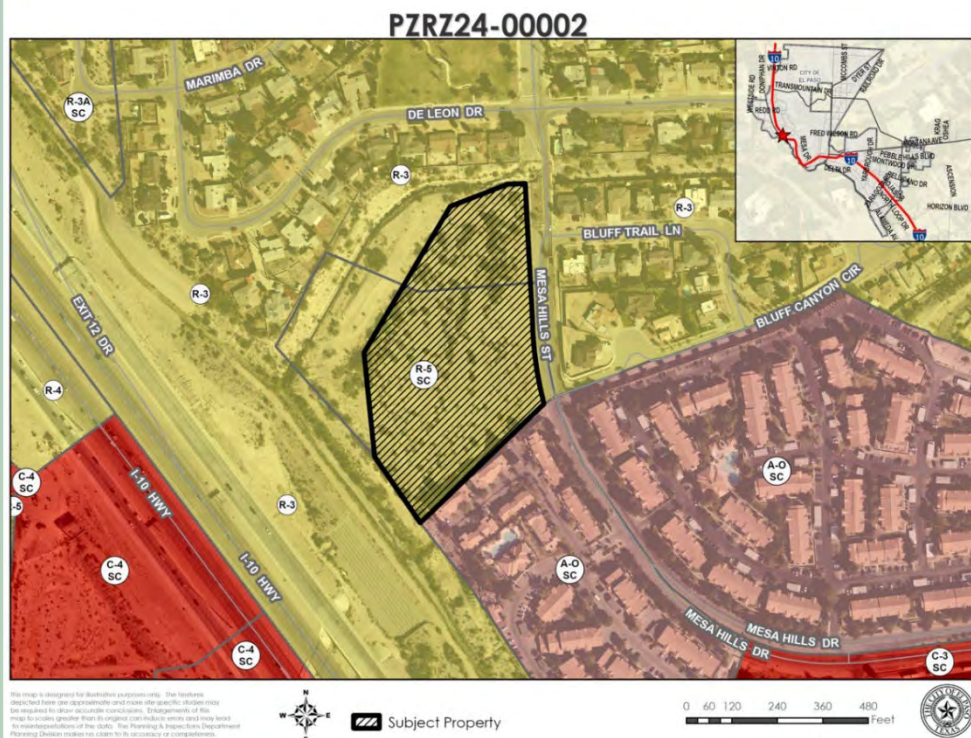


Figure A. Subject Property & Immediate Surroundings



**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property from R-3 (Residential) and R-5/sc (Residential/special contract) to A-3 (Apartment) and A-3/sc (Apartment/special contract) to allow for a proposed apartment complex. The property is approximately 6.3 acres in size. The conceptual site plan shows seven (7) proposed apartment buildings, providing a combined total of **one-hundred and four (104)** apartment units. Access to the subject property is proposed from Mesa Hills Drive. The conceptual plan is not being reviewed for zoning requirements under Title 20 of El Paso City Code with this application

**PREVIOUS CASE HISTORY:** On June 26, 1984, part of the subject property was rezoned from R-3 (Residential) to R-5/sc (Residential/special contract) as a part of a larger rezoning application that imposed conditions. However, imposed conditions have been met or are not applicable to the subject property (see attachment 3). On January 30, 2024, the El Paso City Council supported this location for an affordable housing development.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed apartment use and the proposed rezoning of the subject property to A-3 (Apartment) is in character with the residential and apartment developments and zone districts in the surrounding area. Properties to the north and east include single-family dwellings zoned R-3 (Residential), properties to the southwest are vacant and zoned R-3 (Residential) and R-5/sc (Residential/special contract) and property to the southeast includes apartments zoned A-O/sc (Apartment/special contract). The nearest school, Putnam Elementary School, is 1.0 mile away and the nearest park, H.T Ponsford Park, is 0.05 mile in proximity to the site.

<b>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:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-4, Suburban (Walkable):</b> This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed development is compatible with the intent of the future land use designations of <i>Plan El Paso</i> as it would supplement the existing housing stock desired of the G-4 (Walkable) land use designation.</p>
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>A-3 (Apartment) District:</b> The purpose of these districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</p>	<p>Yes. The proposed A-3 (Apartment) zoning district is consistent with residential and apartment zoning districts in the neighborhood. The proposed development is within close proximity of other similar light and medium density residential districts.</p>
<p><b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the</p>	<p>Yes. Access to the subject property is provided from Mesa Hills Drive, which is classified as a minor</p>



<b>COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
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.	arterial under the City's Major Thoroughfare Plan (MTP). The classification of this road is appropriate for the proposed development.
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The property lies within the Hillside Development Area. This is scheduled to be presented to the Open Space Advisory Board (OSAB) on <b>June 18, 2024</b> .
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The property lies within the Hillside Development Area and adjacent to existing development. There are no anticipated effects on the natural environment.
<b>Stability:</b> Whether the area is stable or in transition.	The area is stable with no rezoning within the last 10 years.
<b>Socioeconomic &amp; Physical Conditions:</b> 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:** Access to the subject property is provided from Mesa Hills Drive, which is classified as a minor arterial under the City's Major Thoroughfare Plan (MTP) and is adequate for the proposed development. A sidewalk abutting the property will be required along Mesa Hills Drive to connect to existing infrastructure in the area. There are no bus stops within walking distance (quarter mile) of the subject property. The closest bus stop to the subject property is located approximately 0.53 miles away at Sunland Park Plaza on Mesa Hills Drive.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received for the rezoning request from the reviewing departments.

**PUBLIC COMMENT:** Public notices were mailed to property owners within 300 feet on April 5, 2024. As of May 15, 2024, The Planning Division has received a total of forty-eight (48) phone calls of inquiry. Thirty-seven (37) phone calls, fifty-eight (58) emails; including two emails with petitions of four hundred and seventy-two (472) signatures (from 344 properties), and one (1) letter in opposition. Staff has also received two (2) phone calls, one (1) letter and one (1) email in support. On May 8, 2024, HOME held a meeting from 5:30 pm to 7:15 pm with single-family home residents who live within a mile of the proposed project site. Approximately, 65 residents attended the meeting, which was held at one of HOME's properties, Medano Heights.



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

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

**ATTACHMENTS:**

1. Future Land Use Map
2. Generalized Plot Plan
3. Ordinance No. 8088
4. Department Comments
5. Neighborhood Notification Boundary Map
6. Public Input



# ATTACHMENT 1





**BLUFF TRAIL LN**  
N 140° 54' 36" E 82.37'

**MESA HILLS DR**  
S 110° 47' 25" W 297.33'

**INTERSTATE I-10**  
N 10° 54' 46" W 364.34'

**PHASE 1**

**PHASE 2**

**PHASE 3**

**PHASE 4**

**PHASE 5**

**PHASE 6**

**PHASE 7**

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**PHASE 247**

**PHASE**



# ATTACHMENT 3

ORD. 8088  
Date of Introduction 6-5-84  
Date of ADOPTION 6-26-84  
City Clerk WHR

008088

AN ORDINANCE CHANGING THE ZONING  
OF A PORTION OF TRACT 16A, A.F. MILLER SURVEY #213;  
A PORTION OF TRACT 8, H.A. CHADWICK #252, AND  
A PORTION OF TRACT 4A, T.F. WHITE #3,  
THE PENALTY BEING AS PROVIDED IN  
SECTION 25-96 OF THE EL PASO CITY CODE

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

That the zoning of a portion of Tract 16A, A.F. Miller Survey #213, a portion of Tract 8, H.A. Chadwick #252, and a portion of Tract 4A, T.F. White #3, as more particularly described in the attached Exhibits "A" through "F," made a part hereof by reference, be changed in the following manner:

Parcel 1 to C-3 (Commercial) - 39.8 acres  
Parcel 2 to A-0 (Apartment/Office) - 10.3 acres  
Parcel 3 to A-0 (Apartment Office) - 31.7 acres  
Parcel 4 to R-5 (Residential) - 7.1 acres  
Parcel 5 to A-2 (Apartment) - 14.5 acres  
Parcel 6 to C-1 (Commercial) - 9.41 acres

within the meaning of the zoning ordinance and the zoning map of the City of El Paso be revised accordingly.

PASSED AND APPROVED this 26<sup>th</sup> day of June, 1984.

WHR  
Mayor

ATTEST:

WHR  
City Clerk

APPROVED AS TO FORM:

Chermon Cullen-Ganey  
Assistant City Attorney

APPROVED AS TO CONTENT:

Raul Gonzales  
Planning, Research and Development

008088



Property Description: A portion of Tract 8, H.A. Chadwick Survey No. 252 and a portion of Tract 4A, T.F. White Survey No. 3, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Tract 8, H.A. Chadwick Survey No. 252 and a portion of Tract 4A, T.F. White Survey No. 3, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at a point, said point being a concrete monument lying on the common northerly section corner of Tract 8, H.A. Chadwick Survey No. 252 and Tract 33C, A.F. Miller Survey No. 214; Thence, South  $44^{\circ} 58' 30''$  East, along the common boundary line of H.A. Chadwick Survey No. 252 and A.F. Miller Survey No. 214, a distance of 716.11 feet to a point for a curve, said point lying on the northerly right-of-way line of Sunland Park Drive; Thence, 415.03 feet along said right-of-way line and along the arc of a curve to the right, having a radius of 1850.08 feet, a central angle of  $12^{\circ} 51' 12''$  and a chord which bears South  $68^{\circ} 37' 24''$  West, a distance of 414.16 feet to a point for a corner; Thence, South  $75^{\circ} 03' 00''$  West, continuing along said right-of-way line, a distance of 91.44 feet to a point, said point also being the TRUE POINT OF BEGINNING of this description;

THENCE, continuing along said right-of-way line the following courses:

South  $75^{\circ} 03' 00''$  West, a distance of 115.65 feet to a point for a curve;

813.57 feet along the arc of a curve to the left, having a radius of 1853.40 feet, a central angle of  $25^{\circ} 09' 02''$  and a chord which bears South  $62^{\circ} 28' 29''$  West, a distance of 807.05 feet to a point for a corner;

South  $49^{\circ} 53' 58''$  West, a distance of 757.07 feet to a point for a corner, said point lying on the easterly right-of-way line of Interstate Highway No. 10;

THENCE, North  $40^{\circ} 06' 02''$  West, along said right-of-way line, a distance of 40.19 feet to a point for a corner;

THENCE, South  $49^{\circ} 53' 58''$  West, continuing along said right-of-way line, a distance of 190.64 feet to a point for a corner, said point lying on the easterly right-of-way line of a City of El Paso Diversion Channel;

THENCE, North  $60^{\circ} 41' 11''$  West, along said right-of-way line, a distance of 167.38 feet to a point for a corner;

THENCE, North  $47^{\circ} 08' 17''$  West, continuing along said right-of-way line, a distance of 359.00 feet to a point for a corner;

THENCE, North  $37^{\circ} 08' 17''$  West, continuing along said right-of-way line, a distance of 446.19 feet to a point for a corner;

THENCE, North  $31^{\circ} 21' 36''$  East, a distance of 328.22 feet to a point for a corner;

THENCE, North  $18^{\circ} 37' 25''$  East, a distance of 294.67 feet to a point for a corner;

THENCE, 302.35 feet along the arc of a curve to the left, having a radius of 600.00 feet, a central angle of  $28^{\circ} 52' 20''$  and a chord which bears South  $85^{\circ} 48' 45''$  East, a distance of 299.16 feet to a point for a corner;

**PARCEL 1**

**FROM R-3 TO C-3**

**84-4953**

MAY 16 1984

DEPARTMENT  
OF PLANNING

**EXHIBIT "A"**



THENCE, North 79° 45' 05" East, a distance of 1025.98 feet to a point for a curve;

THENCE, 626.82 feet along the arc of a curve to the right, having a radius of 550.00 feet, a central angle of 65° 17' 55" and a chord which bears South 67° 35' 58" East, a distance of 593.45 feet to a point for a corner;

THENCE, South 34° 57' 00" East, a distance of 235.94 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 39.86911 acres (1,736,698.37 sq. ft.) of land more or less.

NOTE: THIS DESCRIPTION IS INTENDED FOR REZONING PURPOSES ONLY AND IS NOT BASED ON A FIELD SURVEY.

SUB-LAND, INC.  
Consulting Engineers -- Land Surveyors

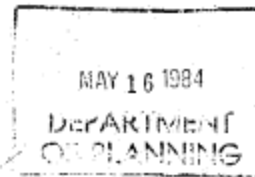
*Robert R. Seipel*

Robert R. Seipel  
Registered Public Surveyor  
Texas License No. 4178

May 15, 1984  
Job Number 01-84-4639  
3073A

C-3

8-1-4953





Property Description: A portion of Tract 16A, A.F. Miller Survey No. 213 and a portion of Tract 4A, T.F. White Survey No. 3, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Tract 16A, A.F. Miller Survey No. 213 and a portion of Tract 4A, T.F. White Survey No. 3, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at a point, said point being a concrete monument lying on the common northerly section corner of Tract 8, H.A. Chadwick Survey No. 252 and Tract 33C, A.F. Miller Survey No. 214; Thence, South 77° 50' 21" West, a distance of 2004.66 feet to the TRUE POINT OF BEGINNING of this description;

THENCE, South 18° 37' 25" West, a distance of 294.67 feet to a point for a corner;

THENCE, South 31° 21' 36" West, a distance of 328.22 feet to a point for a corner, said point lying on the easterly right-of-way line of a City of El Paso Diversion Channel;

THENCE, North 37° 08' 17" West, along said right-of-way line, a distance of 819.99 feet to a point for a corner;

THENCE, North 41° 35' 46" West, continuing along said right-of-way line, a distance of 225.00 feet to a point for a corner;

THENCE, North 48° 24' 14" East, a distance of 495.37 feet to a point for a curve;

THENCE, 210.39 feet along the arc of a curve to the left, having a radius of 700.00 feet, a central angle of 17° 13' 15" and a chord which bears South 28° 31' 39" East, a distance of 209.60 feet to a point for a corner;

THENCE, South 37° 08' 17" East, a distance of 251.89 feet to a point for a curve;

THENCE, 358.54 feet along the arc of a curve to the left, having a radius of 600.00 feet, a central angle of 34° 14' 18" and a chord which bears South 54° 15' 26" East, a distance of 353.23 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 10.33669 acres (450,266.25 sq. ft.) of land more or less.

NOTE: THIS DESCRIPTION IS INTENDED FOR REZONING PURPOSES ONLY AND IS NOT BASED ON A FIELD SURVEY.

SUB-LAND, INC.  
Consulting Engineers -- Land Surveyors

*Robert R. Seipel*

Robert R. Seipel  
Registered Public Surveyor  
Texas License No. 4178

March 28, 1984  
Job Number 01-84-4639  
2972A

**PARCEL 2**  
**FROM R-3 TO A-O**  
**EXHIBIT "B"**

**84-4953**



Property Description: A portion of Tract 16A, A.F. Miller Survey No. 213 and a portion of Tract 4A, T.F. White Survey No. 3, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Tract 16A, A.F. Miller Survey No. 213 and a portion of Tract 4A, T.F. White Survey No. 3, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at a point, said point being a concrete monument lying on the common northerly section corner of Tract 8, H. A. Chadwick Survey No. 252 and Tract 33C, A.F. Miller Survey No. 214; Thence, South  $67^{\circ} 46' 07''$  West, a distance of 683.10 feet to the TRUE POINT OF BEGINNING of this description;

THENCE, 19.63 feet along the arc of a curve to the left, having a radius of 550.00 feet, a central angle of  $02^{\circ} 02' 42''$  and a chord which bears South  $80^{\circ} 46' 26''$  West, a distance of 19.63 feet to a point for a corner;

THENCE, South  $79^{\circ} 45' 05''$  West, a distance of 1025.98 feet to a point for a corner;

THENCE, 660.89 feet along the arc of a curve to the right, having a radius of 600.00 feet, a central angle of  $63^{\circ} 06' 38''$  and a chord which bears North  $68^{\circ} 41' 36''$  West, a distance of 627.99 feet to a point for a corner;

THENCE, North  $37^{\circ} 08' 17''$  West, a distance of 251.89 feet to a point for a corner;

THENCE, 210.39 feet along the arc of a curve to the right, having a radius of 700.00 feet, a central angle of  $17^{\circ} 13' 15''$  and a chord which bears North  $28^{\circ} 31' 39''$  West, a distance of 209.60 feet to a point for a corner;

THENCE, North  $48^{\circ} 24' 14''$  East, a distance of 57.68 feet to a point for a corner;

THENCE, 177.85 feet along the arc of a curve to the right, having a radius of 530.11 feet, a central angle of  $19^{\circ} 13' 22''$  and a chord which bears North  $58^{\circ} 00' 55''$  East, a distance of 177.02 feet to a point for a corner;

THENCE, North  $67^{\circ} 37' 36''$  East, a distance of 485.52 feet to a point for a corner;

THENCE, 79.62 feet along the arc of a curve to the left, having a radius of 189.59 feet, a central angle of  $24^{\circ} 03' 41''$  and a chord which bears North  $55^{\circ} 35' 46''$  East, a distance of 79.04 feet to a point for a corner;

THENCE, South  $46^{\circ} 26' 05''$  East, a distance of 20.00 feet to a point for a corner;

THENCE, South  $65^{\circ} 06' 27''$  East, a distance of 257.05 feet to a point for a corner;

THENCE, South  $72^{\circ} 15' 19''$  East, a distance of 162.08 feet to a point for a corner;

THENCE, North  $88^{\circ} 04' 43''$  East, a distance of 193.84 feet to a point for a corner;

THENCE, North  $71^{\circ} 33' 08''$  East, a distance of 162.38 feet to a point for a corner;

THENCE, North  $59^{\circ} 54' 24''$  East, a distance of 378.87 feet to a point for a corner;

THENCE, South  $30^{\circ} 05' 36''$  East, a distance of 61.23 feet to a point for a corner;

**PARCEL 3**  
**FROM R-3 TO A-0**  
**EXHIBIT "C"**

84-4953



THENCE, 415.62 feet along the arc of a curve to the right, having a radius of 600.00 feet, a central angle of  $39^{\circ} 41' 20''$  and a chord which bears South  $10^{\circ} 14' 56''$  East, a distance of 407.36 feet to a point for a corner;

THENCE, South  $09^{\circ} 35' 44''$  West, a distance of 154.98 feet to a point for a curve;

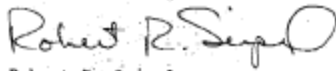
THENCE, 215.15 feet along the arc of a curve to the left, having a radius of 692.58 feet, a central angle of  $17^{\circ} 47' 57''$  and a chord which bears South  $00^{\circ} 41' 46''$  West, a distance of 214.29 feet to a point for a corner;

THENCE, South  $08^{\circ} 12' 13''$  East, a distance of 45.00 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 31.71865 acres (1,381,664.34 sq. ft.) of land more or less.

NOTE: THIS DESCRIPTION IS INTENDED FOR REZONING PURPOSES ONLY AND IS NOT BASED ON A FIELD SURVEY.

SUE-LAND, INC.  
Consulting Engineers -- Land Surveyors



Robert R. Seipel  
Registered Public Surveyor  
Texas License No. 4178

March 29, 1984  
Job Number 01-84-4639  
2973A

Revised May 29, 1984



Property Description: A portion of Tract 16A, A.F. Miller Survey No. 213, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Tract 16A, A.F. Miller Survey No. 213, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at a point, said point being a concrete monument lying on the common northerly section corner of Tract 8, H.A. Chadwick Survey No. 252 and Tract 33C, A.F. Miller Survey No. 214; Thence, North 86° 07' 49" West, a distance of 2504.26 feet to the TRUE POINT OF BEGINNING of this description;

THENCE, South 48° 24' 14" West, a distance of 495.37 feet to a point for a corner, said point lying on the easterly right-of-way line of a City of El Paso Diversion Channel;

THENCE, North 41° 35' 46" West, along said right-of-way line, a distance of 576.44 feet to a point for a corner, said point lying on the common boundary line of Tract 16A, A.F. Miller Survey No. 213 and Coronado Hills Unit Eight;

THENCE, North 26° 13' 00" East, along said boundary line, a distance of 306.51 feet to a point for a corner;

THENCE, South 60° 19' 22" East, a distance of 278.60 feet to a point for a corner;

THENCE, North 67° 06' 22" East, a distance of 144.29 feet to a point for a corner;

THENCE, North 84° 00' 00" East, a distance of 190.00 feet to a point for a corner;

THENCE, South 06° 00' 00" East, a distance of 150.79 feet to a point for a corner;

THENCE, 170.03 feet along the arc of a curve to the left, having a radius of 700.00 feet, a central angle of 130° 55' 02" and a chord which bears South 12° 57' 31" East, a distance of 169.61 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 7.13783 acres (310,923.93 sq. ft.) of land more or less.

NOTE: THIS DESCRIPTION IS INTENDED FOR REZONING PURPOSES ONLY AND IS NOT BASED ON A FIELD SURVEY.

SUB-LAND, INC.  
Consulting Engineers -- Land Surveyors

*Robert R. Seipel*

Robert R. Seipel  
Registered Public Surveyor  
Texas License No. 4178

March 29, 1984  
Job Number 01-84-4639  
2974A

**PARCEL 4**  
**FROM R-3 TO R-5**  
**EXHIBIT "D"**

**84-4953**



Property Description: A portion of Tract 4A, T.F. White Survey No. 3, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Tract 4A, T.F. White Survey No. 3, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at a point, said point being a concrete monument lying on the common northerly section corner of Tract 33C, A.F. Miller Survey No. 214 and Tract 8, H.A. Chadwick Survey No. 252, said point also being the TRUE POINT OF BEGINNING of this description;

THENCE, North 44° 58' 30" West, a distance of 20.00 feet to a point for a corner;

THENCE, South 88° 43' 48" West, a distance of 622.16 feet to a point for a corner;

THENCE, North 09° 35' 44" East, a distance of 154.98 feet to a point for a curve;

THENCE, 285.35 feet along the arc of a curve to the left, having a radius of 600.00 feet, a central angle of 27° 14' 58" and a chord which bears North 04° 01' 45" West, a distance of 282.67 feet to a point for a corner;

THENCE, North 73° 09' 50" East, a distance of 280.97 feet to a point for a corner;

THENCE, North 32° 04' 36" East, a distance of 121.26 feet to a point for a corner;

THENCE, North 08° 32' 31" West, a distance of 140.65 feet to a point for a corner;

THENCE, North 30° 14' 38" East, a distance of 67.68 feet to a point for a corner;

THENCE, North 72° 01' 13" East, a distance of 215.81 feet to a point for a corner;

THENCE, South 25° 34' 24" East, a distance of 179.42 feet to a point for a corner;

THENCE, North 65° 38' 34" East, a distance of 225.84 feet to a point for a corner;

THENCE, South 44° 57' 00" East, a distance of 431.93 feet to a point for a corner, said point lying on the common boundary line of Tract 4A, T.F. White Survey No. 3, and Tract 33C, A.F. Miller Survey No. 214;

THENCE, South 45° 03' 00" West, along said boundary line, a distance of 720.56 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 14.51374 acres (632,218.32 sq. ft.) of land more or less.

NOTE: THIS DESCRIPTION IS INTENDED FOR REZONING PURPOSES ONLY AND IS NOT BASED ON A FIELD SURVEY.

SUB-LAND, INC.  
Consulting Engineers -- Land Surveyors

*Robert R. Seipel*

Robert R. Seipel  
Registered Public Surveyor  
Texas License No. 4178

March 29, 1984  
Job Number 01-84-4639  
2977A

**PARCEL 5**  
**FROM R-3 TO A-2**

**EXHIBIT "E"**

**84-4953**



Property Description: A portion of Tract 8, H.A. Chadwick Survey No. 252 and a portion of Tract 4A, T.F. White Survey No. 3, El Paso, El Paso County, Texas

#### METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Tract 8, H.A. Chadwick Survey No. 252 and a portion of Tract 4A, T.F. White Survey No. 3, El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at a point, said point being a concrete monument lying on the common northerly section corner of Tract 8, H.A. Chadwick Survey No. 252 and Tract 33C, A.F. Miller Survey No. 214, said point also being the TRUE POINT OF BEGINNING of this description;

THENCE, South 44° 58' 30" East, along the common boundary line of H.A. Chadwick Survey No. 252 and A.F. Miller Survey No. 214, a distance of 716.11 feet to a point for a curve, said point lying on the northerly right-of-way line of Sunland Park Drive;

THENCE, along said right-of-way line the following courses:

415.03 feet along the arc of a curve to the right, having a radius of 1850.08 feet, a central angle of 12° 51' 12" and a chord which bears South 68° 37' 24" West, a distance of 414.16 feet to a point for a corner;

South 75° 03' 00" West, a distance of 91.44 feet to a point for a corner;

THENCE, North 34° 57' 00" West, a distance of 235.94 feet to a point for a curve;

THENCE, 607.19 feet along the arc of a curve to the left, having a radius of 550.00 feet, a central angle of 63° 15' 13" and a chord which bears North 66° 34' 36" West, a distance of 576.82 feet to a point for a corner;

THENCE, North 08° 12' 13" West, a distance of 45.00 feet to a point for a curve;

THENCE, 215.15 feet along the arc of a curve to the right, having a radius of 692.58 feet, a central angle of 17° 47' 57" and a chord which bears North 00° 41' 46" East, a distance of 214.29 feet to a point for a corner;

THENCE, North 88° 43' 48" East, a distance of 622.16 feet to a point for a corner;

THENCE, South 44° 58' 30" East, a distance of 20.00 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 9.41776 acres (410,237.63 sq. ft.) of land more or less.

NOTE: THIS DESCRIPTION IS INTENDED FOR REZONING PURPOSES ONLY AND IS NOT BASED ON A FIELD SURVEY.

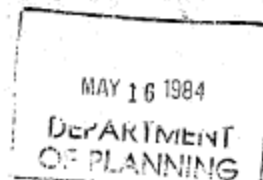
SUB-LAND, INC.  
Consulting Engineers -- Land Surveyors

*Robert R. Seipel*  
Robert R. Seipel  
Registered Public Surveyor  
Texas License No. 4178

May 15, 1984  
Job Number 01-84-4639  
3080A

**84-4953**

**PARCEL 6**  
**FROM R-3 TO C-1**  
**EXHIBIT "F"**





CONTRACT

THIS CONTRACT, made this 14<sup>th</sup> day of September, 1984, by and between EL PASO NATIONAL BANK (Independent Executor of the Estate of Mary White Boykin), First Party, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for the rezoning of a portion of Tract 16A, A.F. Miller Survey #213, a portion of Tract 8, H.A. Chadwick #252, and a portion of Tract 4A, T.F. White #3, City and County of El Paso, Texas, which are more particularly described by metes and bounds in the attached Exhibits "A" through "F," which are made a part hereof by reference, and that the zoning be changed in the following manner:

Parcel 1 to C-3 - 39.8 acres  
Parcel 2 to A-0 - 10.3 acres  
Parcel 3 to A-0 - 31.7 acres  
Parcel 4 to R-5 - 7.1 acres  
Parcel 5 to A-2 - 14.5 acres  
Parcel 6 to C-1 - 9.41 acres

To remove certain objections to such rezoning, First Party covenants that if the above-described amendments to the zoning map are approved, the property shall be subject to the following restrictions, conditions and covenants:

1. a) First Party agrees not to extend Marcena Drive beyond Lot 22, Block 67, Coronado Hills Unit Four and Lot 1, Block 79, Coronado Hills Unit Eight.  
b) First Party agrees not to extend Heath Way beyond Lot 1, Block 67, and Lot 1, Block 67, Coronado Hills Unit Four.  
c) First Party agrees not to extend Balboa Drive beyond Lot 1, Block 51, and Lot 1, Block 47, Coronado Hills Unit Three.
2. No building permits will be issued for construction on Parcel 1 until a detailed site development plan is approved by the City Plan Commission and City Council and a subdivision plat is filed of record.
3. First Party agrees to dedicate the necessary right-of-way for the redesign of the Sunland Park Interchange with IH-10 and to release access to said property, which is shown on Exhibit "G." It is understood that some adjustment in the right-of-way may be necessary when the proposed design for the interchange is given final approval by the State Department of Highway and Public Transportation (SDHPT) and the Federal Highway Administration.

8088




4. First Party agrees to dedicate the right-of-way for the above-mentioned Interchange before final approval of any subdivision plats for Parcel 1 which is shown on the attached map Exhibit "A." In the event that First Party does not file a subdivision plat with the Second Party following the rezoning of the property, First Party agrees to dedicate the right-of-way for the Interchange to the Second Party by deed either upon demand by the Second Party or within one year from the date of the signing of this contract, whichever event occurs first.
5. First Party agrees not to grade on the property to be dedicated for the above-mentioned Interchange or on property lying within 50 feet of the proposed right-of-way to be dedicated for the Interchange unless grading plans have been reviewed and approved by the Second Party's Engineering Department and Department of Traffic and Transportation and the SDHPT.
6. First Party agrees to dedicate the right-of-way and pay all costs for the widening of the southwest bound lanes of that portion of Sunland Park Drive from the beginning of the IH-10 on-ramp, as it will be redesigned, to the northeast boundary of First Party's property, including the establishment of right-turn lanes adjacent to Parcels 1 and 6. Prior to the issuance of building permits for either Parcels 1 or 6, First Party shall submit plans for the improvements to Sunland Park Drive to the Second Party's Department of Traffic and Transportation and Engineering Department for review and approval. First Party agrees to dedicate the right-of-way and to complete construction for the widening of the above-mentioned southwest bound lanes of Sunland Park Drive within twelve months after the building permits for either Parcels 1 or 6 are issued and prior to the issuance of any certificates of occupancy for said parcels.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

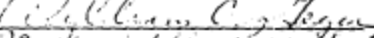
The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

ATTEST

  
Secretary

EL PASO NATIONAL BANK  
(Independent Executor of the  
Estate of Mary White Boykin)  
First Party

By   
Title Independent Executor

8088



# **ATTACHMENT 4**

## **Planning and Inspections Department - Planning Division**

1. Staff recommends approval of the request as the proposed development is in keeping with the policies of the G-4, Suburban (Walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

## **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**

Recommend approval.

1. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision. Show roof runoff discharge locations. Label storm sewer systems and pond if private or public.
2. The proposed ponding areas shall have enough capacity to hold all stormwater runoff for a designed 100-yr. storm event.
3. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
4. Dimension driveway widths of both access points.

***Note: Comments will be addressed at permitting stage.***

## **Fire Department**

Recommend approval, no adverse comments.

## **Police Department**

No comments received.

## **Environment Services**

No comments received.

## **Streets and Maintenance Department**

No TIA required

## **Sun Metro**

No comments received.

## **El Paso Water**

EP Water-PSB does not object to this request.

The site plan shall show the existing 30-foot PSB easement, the existing 30-inch diameter water main, and the existing 12-inch sanitary sewer main west of the property.

The subject subdivision will be located within an Intermediate Pressure Zone. Private water pressure regulating devices will be required at the discharge side of each water meter. The Developer shall include in the sale of contract documents that the lot/home buyer shall acquire ownership of the above-described water pressure regulating devices to be located at the discharge side of the water meters. Additionally, the lot/home buyer shall be responsible for the operation and maintenance of the above-described privately-owned water pressure regulating devices.



**Water:**

There is an existing 8-inch diameter water main that extends along Mesa Hills Dr., located approximately 70-feet east of the west right-of-way line. This main is available for service.

There is an existing 30-inch diameter water transmission main that extends within a 30-foot PSB easement parallel to the western property line. No direct service connections are allowed to this main as per EPWater-PSB Rules and Regulations.

Previous water pressure readings from fire hydrant #5884, located at the southeast corner of Mesa Hills Dr. and Bluff Trial Ln., have yielded a static pressure of 74 (psi), a residual pressure of 60 (psi), and a discharge flow of 750 (gpm).

**Sanitary Sewer:**

There is an existing 8-inch diameter sanitary sewer main that extends along Mesa Hills Dr., located approximately 40-feet east of the west right-of-way line. This main is available for service.

There is an existing 12-inch diameter sanitary sewer main that extends within a 30-foot PSB easement parallel to the western property line. This main is available for service.

**Reclaimed:**

There is an existing 6-inch diameter reclaimed water main that extends along Mesa Hills Dr., located approximately 47-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.

**El Paso County 911 District**

No comments received.

**Texas Department of Transportation**

No comments received.

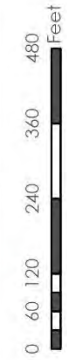
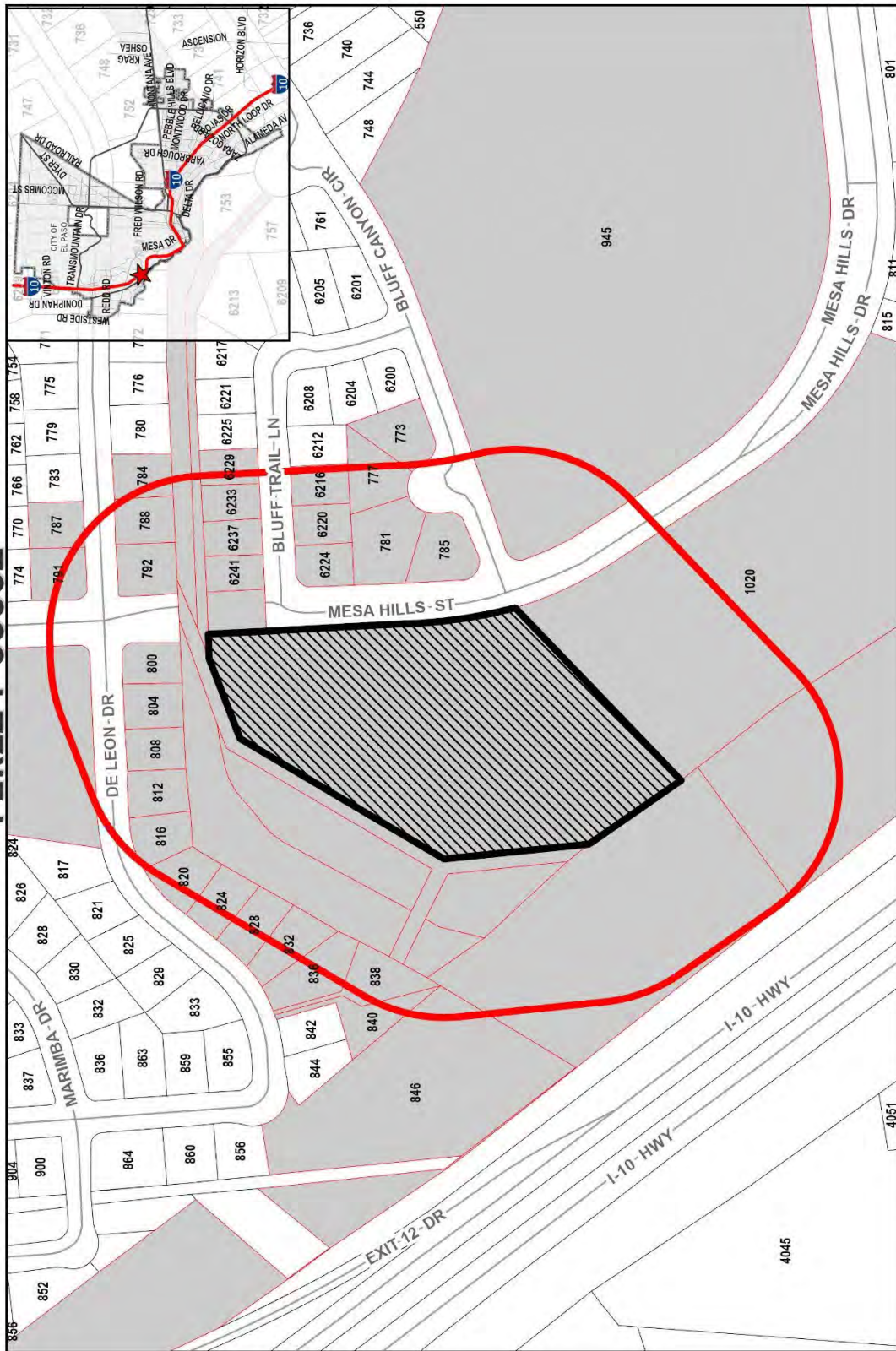
**El Paso County Water Improvement District #1**

No comments received.



ATTACHMENT 5

PZRZ24-00002



Subject Property  
300 Feet Notice Area  
Notified Properties



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 this data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



## ATTACHMENT 6

**From:** [Desirae Manzanares](#)  
**To:** [Canales, Chris](#); [District #8](#); [Naranjo, Juan C.](#)  
**Cc:** [rfonseca001@elp.rr.com](mailto:rfonseca001@elp.rr.com); [lloydee\\_miller@sbcglobal.net](mailto:lloydee_miller@sbcglobal.net)  
**Subject:** Concern in the Bluff Canyon neighborhood  
**Date:** Thursday, April 11, 2024 1:52:50 PM  
**Attachments:** [image002.png](#)  
[image004.jpg](#)

Some people who received this message don't often get email from [dmanzanares@ephcc.org](mailto:dmanzanares@ephcc.org). [Learn why this is important](#)

**CAUTION:** This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to [SpamReport@elpasotexas.gov](mailto:SpamReport@elpasotexas.gov).

Good afternoon, Representative Canales & Mr. Naranjo:

I am reaching out with a little concern. I was speaking to two of my neighbors this afternoon when they informed me of something even I was unaware of.

As you know, I live in your district in The Retreat Apartments. My parents, Mr. Miller and Mr. Fonseca all live in the Bluff Canyon neighborhood but we are all unsure of what is going on.

Only a select few homes in our neighborhood were informed that the Housing Authority had the intention to purchase the empty lot on Mesa Hills and Northwest of Sunland Park (right before you hit Ponsford Park) to develop Section 8 Housing.

Our concern centers on:

1. Why were all residents of the area informed of the deadline of Thursday, April 18? Should this plan go through the neighborhood that we all live in could possibly face property tax increases. This seems to be an ongoing issue with the City- it would simply be a responsible action to inform the entire neighborhood of a neighborhood meeting that involves our homes and lives.
2. Since we were not informed of this plan I have a ton of questions regarding the planning process it is difficult for my neighbors to make a Thursday 1:30 PM meeting. I know my dad, who is handicapped, certainly could not make it since he no longer drives. Many of our neighbors are elderly and do not drive as well, and while I understand that there is an opportunity to join online or by phone this all seems very secretive.
3. I usually have a good heartbeat on what is happening within the city but I was shocked to see a copy of the letter and the homes that did receive notices were few and far between. Only the homes along the street-directly along it- got notice of this meeting but the entire neighborhood would face challenges that would come from this major change.

I am concerned as a constituent of District 8 and also as a Public Policy Director. No calls to residents were placed, no door to door interaction was made to ensure all of



our neighbors understand the changes that may come. Not only does this make the City look bad for a lack of transparency but I myself am questioning the way in which the City as a whole communicates with their tax payers.

I am requesting all information regarding this possible land development that has been sent out to the public and I would also like to ask that you host a community meeting, Representative. A meeting on a Thursday at lunch time is not adequate to hear from your constituents on such a huge matter. The letter I did see was dated April 5 and only gives us until next Thursday to understand what's happening and gather our neighbors to ensure their voices are heard -and obviously without the proper education on the process we can't do much.

I look forward to hearing back from you.

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Desirae Manzanares





THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	RONNIE RAULSTON	716 DELZON	RAULROCK@HOTMAIL.COM	(915) 479-3467
2	Arnaldo Lozano	860 Mombasa Dr.	Chaco2000@yahoo.com	(915) 588-9092
3	Xenia Lozano	860 Mombasa Dr.	xenalozano@yahoo.com	(915) 996-3467
4	<del>ALAN + CARMEN KONDROTAS</del>	<del>832 MARIMBA DR</del>	<del>AKONDROTAS@YAHOO.COM</del>	<del>915-164-5824</del>
5	ALAN KONDROTAS	832 MARIMBA DR	AKONDROTAS@YAHOO.COM	915-164-5824
6	CARMEN KONDROTAS			
7	CHARLES STEVENS	6208 SYLVANIA	ch456bb@ATT.NET	915-584-2570
8	William McAnulty	6328 Monarch Dr	wnoelmc@gmail.com	915-471-3834
9	Karen McAnulty	6328 Monarch	fiestakara@yahoo.com	915-471-3834
10	Dyaba Titovets	6443 Belton Rd	2TITOVETSART@gmail.com	(915) 637-1741
11	Anga Titovets	"	sunnygirl216@gmail.com	(915) 637-1741
12	Alexander Titovets	"	user412038@aol.com	(915) 585-3043
13	Nina Titovets	"	NinaTitovets@yahoo.com	(915) 637-5859



-2-

13

THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Roberto Jarama	672 Bluff Canyon Cir	RJarama001@ELPASO.CO.IL	915-329-2880
2	Domin Jarama	672 Bluff Canyon Cir	" "	" "
3	Stanley Bero	679 BLUFF CANYON CIR. NO		915-449-5750
4	Carmen Riffe	687 Bluff Canyon Cir		915-241-1678
5	Ed Miners	684 Bluff Canyon Cir		915-490-6690
6	Thomas Vargas	691 Bluff Canyon Cir	EL PASO TX 79912	
7	Delia Schwart	690 Bluff	EL PASO TX 79912	
8	Kenneth Schwartz	690 Bluff Canyon Cir		915 433 5627
9	Elizabeth Zamora	697 Bluff Canyon Cir	79912	(915) <del>533</del> 252-6025
10	Adrian Zamora	697 Bluff Canyon Cir	79912	(915) 533-8369
11	PATRICK SANTOSCOY	692 Bluff Canyon Cir	79912	915 727-4508
12	Linda Santoscoy	692 Bluff Canyon Cir	79912	915 727-4508
13	Seth Hartman	695 Bluff Canyon Cir	79912	409-449-7848



-3-

13

THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Beatrice Flores	6201 Bluff Trail	ldmann@hmmcl	915-895-560
2	Lynette Flores	6201 Bluff Trail Ln	lynette.flores@gmail.com	915-861-4080
3	Joselyne Loya	535 S Mesa Hills Dr.	jxloya@gmail.com	915-490-3851
4	Cynthia Perales	535 S. Mesa Hills Dr.	cynthiap33@gmail.com	915-667-5875
5	Debra Welch	6116 Bel Mar	Dbi.welch@gmail.com	(915) 491-0485
6	Thomas McFarland	773 Somerset	thomas111960@gmail.com	915-526-3042
7	G. Jordan	768 Somerset	Jayzel@gmail.com	915-526-2164
8	Carolina Chavez	812 De Leon Dr.	Carolina25862.com	(915) 204-5169 (915) 584-5537
9	Gail Borgh	6308 Monarch Dr.		
10	Milton Sanchez	6320 Monarch Dr.	Miltarm742@yahoo.com	(915) 820-2108
11	Carlos Villaseñor	800 DE LEON DR	cvillasenor3@hotmail.com	(915) 478-9665
12	Norma Villaseñor	800 De Leon Dr	n-villasenor@hotmail.com	915-478-0739
13	Nanette Raulston	716 De Leon Dr	nanraulston@hotmail.com	915-479-3128



-A-

13

THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Alayne White	749 Bluff Canyon	a2white@sbcglobal.net	915-584-2349
2	Alfred White	749 Bluff Canyon	A1white@sbcglobal.net	915 584 2349
3	Lydia N Arronte	741 Bluff Canyon	lnesbittarrote@gmail.com	915 355-7711
4	Fernando Arronte	741 Bluff Canyon	arrontes@hotmail.com	915. 355.7711
5	Joaquin Sanchez	737 Bluff Canyon	joaquin.sr2@aol.com	915-449-1224
6	Luz E. Sanchez	737 Bluff Canyon	—	915-261-8116
7	Enrique Perez	709 Bluff Canyon	enrique.perez.m@gmail.com	915-255-8901
8	Irma Miller	705 Bluff Canyon	pedrobarba@hotmail.com	505-358-2949
9	Robert Ponce	689 Bluff Canyon Cir	Ponce.Robert@yahoo.com	(915) 704 0115
10	Uso Ponce	689 Bluff Canyon Cir	Ponce.mdt@yahoo.com	(915) 373-2154
11	Carmen Contreras	694 Bluff Canyon Cir	CarmenContreras1012@gmail.com	(915) 667-3533
12	Armando Palos	712 Bluff Canyon	PPALOS@GMAIL.COM	(915) 309 4486
13	Armando Barraza	724 Bluff Canyon Cir		(915) 208-00-98



THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Kamen Powell	753 Bluff Canyon Circle	kamen.powell@gmail.com	(954) 740-6477
2	Laurel Powell	753 Bluff Canyon Circle	llewellen7@outlook.com	(620) 440-2663
3	Eduardo Velasquez	696 Bluff Canyon	evelasquez@outlook.com	715 740-1840
4	Isolda Velasquez	696 Bluff Canyon	NA	915-313-1142
5	William Chavez	744 Bluff Canyon	jeffreychavez0323@gmail.com	915-888-6317
6	Madelyn Heredia	744 Bluff Canyon	N/A	915-400-8987
7	Thiago Silva	736 Bluff Canyon	thiago_bahia@hotmail.com	786-2819497
8	Natalia Chaparro	736 Bluff Canyon Cr.	N/A	915-2528971
9	GUSTAVO GONZALEZ	757 Bluff Canyon	N/A	915-258-8951
10	Sandra Elias	761 Bluff Canyon	Selias14@hotmail.com	915-269-0572
11	Keiko Elias	761 Bluff Canyon	N/A	
12				
13				



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12

THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Maggie Ortega	732 Bluff Canyon	mortega@utep.edu	915-7269480
2	Robert Celaya	913 Somerset Deloya	rcelaya@ymail.com	915 928 6069
3	Steve Dean	6305 Jebelway	mssstarnes@steglobal.net	915 222-0628
4	David Dean	6305 Jebelway	ddean6263@gmail.com	915-637-1209
5	Mary K Partridge	216 Espana	marykiddpartridge@gmail.com	
6	Philip Partridge	216 Espana	tbinduider@gmail.com	915-532-2861
7	Elizabeth Dodd	817 Marimba	elizabethsakido72@gmail.com	915-920-4164
8	Adrian Coca	792 De Leon Dr	radrianca97@gmail.com	915 503 9846
9	D. Alicia Candillo-Shenk	650 Bluff Canyon		915 630 3943
10	Eileen Washer	622 Bluff Canyon Cir	ilvmuzik@yahoo.com	915-540-5869
11	Michael Washer	622 Bluff Canyon Cir	mwasherart@yahoo	915-540-4021
12	Jean Johnston	6201 Monarch Dr	hrnmum@steglobal.net	
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THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE

TIME

LOCATION

CASE MANAGER & PHONE NUMBER

Thursday, April 18, 2024

1:30 PM

City Hall

Juan Carlos Naranjo, (915) 212-1604

NO NAME

ADDRESS

EMAIL

PHONE NUMBER

- 1 Maria Flores 614 Bluff Canyon Cir mariaflores0815@yahoo. 210-380-0208
- 2 Felipe Flores 614 Bluff Canyon Cir 210-380-0208
- 3 Shawn Spencer 612 Bluff Canyon Cir spencerius@hotmail.com 816-308-1600-AS
- 4 Erik Simmonds 619 Bluff Canyon Cir ea-simmonds@hotmail.com 915-525-5273
- 5 JULIO NAVARRO 621 BLUFF CANYON ~~TRAIL~~ 915-316-5569 Cell
- 6 ENRIQUE RAMIREZ 642 Bluff Canyon 915-533-1777 enramirez2008@yahoo.com
- 7 Nellie Ponikvar 625 Bluff Canyon 915-833-8216 nponikvar@aol.com
- 8 Lillie Ponikvar 512 San Saba 915-584-1407 lponikvar@aol.com
- 9 ELMO L. WALLACE 623 BLUFF CANYON CIR 915-525-1119
- 10 LINDA PEACOCK 644 BLUFF CANYON CIR 2515331233
- 11 DAWN PEACOCK 644 BLUFF CANYON CIR 2517532743
- 12 EDUARDO CRUZ 608 BLUFF CANYON CIR 915 922-0058
- 13 Martha P Vasquez 671 Bluff Canyon 915 920-4577



THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Nelly Perry	709 Bluff Canyon	nellygerry@sbcglobal.net	915 820 5020
2	Vivato Paez	624 Bluff Canyon Cir.	titos4069@gmail.com	915-996-8292
3	Beatriz Ferrera	624 Bluff Canyon Cir	dutchess12b@yahoo.com	915-838-5022
4	George Ramirez	6422 Belton Rd	jarviz@yahoo.com	915 316 4415
5	Lorena Roman	792 De Leon Dr.	lat1973@hotmail.com	915 342 3878
6	JESUS ROMAN	792 DE LEON DR	JROMAN@UTEP.EDU	915 342 7117
7	Mark Metham	616 De Leon Dr.	markniet@elpasovr.com	915-587-8026
8	Luis Herrera	6204 Bluff Trail Ln		915-274-6548
9	Tania Herrera	6204 Bluff Trail Ln	taniax122@hotmail.com	915 412. 9426
10	Federico Ferrero	6332 Marcena		915 328 4731
11	BERNARDO CASTAÑEDA	618 BLUFF CANYON	BERNARDO-CASTAÑEDA@YAHOO.COM	915 328 4441
12	Ana De Santis	6424 Belton	pmdeco@swbell.net	915-204-3902
13	Luis A Ramirez	813 Marimba	larredgo@gmail.com	915 401 6253



THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	<del>IRAN VALENZUELA</del>	6221 Bluff Trail Ln	IRANVALENZUELA@GMAIL.COM	915 487 5179
2	SONIA ACOSTA	6213 BLUFF TRAIL LN	SOACOSTA67@GMAIL	310 818-6996
3	RAUL AYALA	785 BLUFF CANYON CIR	AYALARD7@GMAIL	(915) 867 0494
4	JESUS ACUNA	6208 BLUFF TRAIL LN.	PIERCENYDOL@GMAIL	915 873 0993
5	KRYSTAL ACUNA	6208 BLUFF TRAIL LN.	POLIBBY@GMAIL.COM	915 694 0766
6	Amanda Stevenson	6406 Pizarro St	Amandamariee16@Gmail.com	
7	Carlos Caeto	6406 Pizarro St	Custom Creations Products@Gmail.com	
8	Patsy Cuyler	785 Bluff Canyon Cir	Patsy2664na@Gmail	
9	Alma S. Nuñez	6217 Bluff Trail	ashuñez15@gmail	(915) 637-4326
10	Jose A. Nuñez	6217 Bluff Trail Ln	janunez40@aol.com	(915) 637-4358
11	Amanda Gonzalez	7427 Mule Team Dr.	amnunez4321@gmail.com	(915) 637-4346
12	<del>Fernando</del>	6209 Bluff trail ln	Fernyben11@hotmail.com	915 222 9596
13	Pablo Flores	6201 Bluff trail	PabloIFlores@gmail.com	(915) 633 2535



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THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Rosina Cristoforo	826 Marimela	rosinacristoforo@gmail.com	915-269-1979
2	Carlos Herrera	826 Marimela	carross22@gmail.com	915-540-1738
3	Jesse Lopez	6755 Fiesta	jeseblop@gmail.com	915-269-6328
4	Aria Lopez	6755 Fiesta Dr	lopezaria1@gmail.com	(915) 526-8431
5	Lily Duenas	6755 Fiesta Dr	duenaslily@icloud.com	(915) 490-5200
6	Herrera, Cesar	713 Castile	cdherra22@yahoo.com	915-588-5900
7	Herrera, Cynthia	713 Castile	Cynthia315val@yahoo.com	915-588-1467
8	JORGE KAREH	777 BLUFF CANYON	J_KAREH@hotmail.com	(915) 833-1303
9	Enrique Perez	709 Bluff Canyon	enrique.perez@gmail.com	915 255 8901
10	Vanessa Miranada	6221 Bluff Trail Ln.	vanessa.miranada@elpaso.com	915 726 2461
11	OSCAR ARANDA	744 Somerset	oscarandac809@gmail.com	915 944 5696
12	JURGEN GANER	762 CASTILE AVE	ggexpress@gmail.com	915 777 2525
13	Adriana Perez	6336 Monarch	ganservuca@hotmail.com	915 667 5232



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THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Leticia Fierro	829 Somerset Dr.	lety777@aol.com	(915) 490-2474
2	TABITHA FIERRO	829 Somerset Dr.	tabitha777@aol.com	Click here to enter text.
3	Kaitlyn Hernandez	829 Somerset DR	kaitlynipyhernandez@aol.com	915-478-0880
4	Rocio Ramirez	805 Somerset Dr.	Rochampbwyahoo.com	(915) 603-0539
5	Ricardo Gonzalez	805 Somerset	rgonzalez9789@gmail.com	832-623-3161
6	Delia Fernandez	6200 Sylvania Way	ms.deliafernandezsoto@gmail.com	915-999-4690
7	Susan Arredondo	699 Bluff Canyon	opt-ivananaya@hotmail.com	915-277-1023
8	TERESA OLIVAS	6345 MONARCH DR	toomfa@aol.com	915-433-4530
9	BERNIE OLIVAS	6353 MONARCH DR	bolivas@sunbowl.org	915-490-7255
10	MELISSA PORTILLO	6345 MONARCH DR.	mportillo@bbvrs.com	915-241-2534
11	VICTOR MIRELES	646 BLUFF CANYON CIR	victor@mirelescreative.com	915-474-4657
12	Barbara Vaughn	6008 Alcaide ST.	Barbara Vaughn@gmail.com	915-487-6499
13	Larry Vaughn	6008 Alcaide Sp.	lbvaugh@aol.com	915-487-4237



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THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	ERLENE GREEN	837 SOMERSET	tergreen1@outlook	915-433-5008
2	PATRICIA PATTERSON	907 DE LEON DR	patty.patt62@yahoo.com	915-309-3936
3	YAMEL VASQUEZ	787 DE LEON	eagle.appraisal@yahoo.com	915-346-8846
4	CUAHTEMOC N. FLORES	784 DE LEON	C Nicolas Flores@gmail.com	915-603-7358
5	MATTHEW FELTNER	6301 JEBEL WAY	Mathew Feltner@floglobal.net	915-332-6588
6	FEDERICO ANDRUE	822 MARIMBA DR	fed.alpaso@gmail.com	915-833-1000
7	LYNDA YEAL	6324 MARCELA	lynda.yeal@gmail.com	915-269-2980
8	CHRISTINA WILBY	6316 MARCELA	Wlsyadam@gmail.com	915-526-1767
9	SELANDU HOSTELER			915-491-8375
10	ROSEMBERG HOSTELER			915-491-8916
11	CAROLYN FADA	774 CASTLE	c.mcfadin@yahoo.com	
12	SEAN THOMAS	710 CASTLE	sm1997@floglobal.net	915-637-9636
13	MARIANNE HANSEN	761 CASTLE	ADKREEPIC33@AOL	915-203-3546



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THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Andre Billups	842 De Leon Dr	billups2009@aol.com	(915) 799-3499
2	Maria Socorro Tabuenca	840 De Leon Dr	tabuenca@yahoo.com	(915) 271-8845
3	DAVID HUTTO	838 DE LEON DR	david_hutto@hotmail.com	
4	Elmer Gato	864 De Leon Dr	N/A	915-581-4129
5	Cherlene Gato	864 De Leon Dr		
6	JOE PRIKSTLEY	907 DE LEON DR	JESABBI930@GMAIL	915-227-6077
7	John Houck	833 Marimba Dr	TXHoucks1228@Gmail.com	915-777-9384
8	Sheila Houck	833 marimba Dr		915 329 9923
9	Gustavo Olivas	821 Marimba Dr	geolivas67@yahoo.com	915 479 2168
10	Bethany Shrewsbury	821 Marimba Dr	bethanymarie30@yahoo.com	915 329 4708
11	LOUIS E. LOPEZ JR	911 DE LEON DR	llopez@lelopezlaw.com	(915) 613-6668
12	Rosie Olivas	911 DE LEON DR	Rosie_Olivas@hotmail.com	(915) 525-3644
13				

786-312-6383



THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	RAFAEL BRIONES	909 DE LEON DR	DRIFTER, RALPH@GMAIL.COM	512-230-7527
2	Malerie Briones	909 De Leon Dr	maleriemarie9@gmail.com	512-749-2704
3	Alicia Baray	6224 Bluff Trail Ln	Lbaray39@yahoo.com	(915) 407-3801
4	Vicky Luente-Monte	6220 Bluff Trail Ln	vxpvente@gmail.com	(915) 787-90-75
5	Ruth Hunt	6229 Bluff Trail	hardworkinpol@yahoo.com	915 355 0526
6	Rosemarie Miller	6233 Bluff Trail	110ydee-miller@sbcglobal.net	915-203-8202
7	Lloyd Miller	" " "	" " "	(915) 203-8202
8	<del>John Miller</del>	836 Marimba	h240024@icloud.com	915-401-4082
9	<del>John Miller</del>	<del>836 Marimba</del>		
10	Mark Perez	833 Marimba	3674@elpasotexas.gov mprocket30@gmail.com	(915) 328-1834
11	Lou ChamaLES	833 DeLeon Dr	CAPTABNRGR@aol.com	915-584 6545
12	Patty ChamaLES	833 DeLeon Dr.	sdaknat@aol.com	915-588-0686
13	Lisa Yi	842 DeLeon Dr	lisayi93@icloud.com	915-297-7673



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THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Davida Washer	622 Bluff Canyon Cir.	ddwasher@icloud.com	915-541-5998
2	Rebecca Washer	622 Bluff Canyon Cir	beccamer@gmail.com	915-541-5940
3	Sam & Eli Reyes	6204 Sylvia Wy	liveforever6139@gmail.com	915-355-1059
4	Eli Reyes	6204 Sylvia Wy		915-254-0302
5	Angeline Remon	6204 Sylvia Wy		915-497-3662
6	Jacob Remon	6204 Sylvia Wy		915-497-3662
7	Matthew Mireles	684 Bluff Canyon		915-333-2487
8	Nilda J Rivera	777 Bluff Canyon	EPWHE@aol.com	915-588-2146
9	Greg March	6325 Monard	gmarch777@hotmail.com	512-799-0085
10	John March	6325 Monard	DNKR6325@aol.com	915-863-6055
11				
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THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	ROWENA DIPASUPIL	691 BLUFF CANYON CIR.	rowena.dipasupil@yahoo.com	915-497-8483
2	Ana E. Reyes	640 De Leon Dr.	LizRey8@gmail.com	915-346-9851
3	Veronica Carrasco	640 De Leon Dr.	vcarrasco309@gmail.com	915-355-9160
4	Imelda Wall	913 De Leon Dr.	iWall@sbcglobal.net	915-240-7110
5	Jeff Wall	913 De Leon Dr.	<del>imawall@gmail.com</del>	915-494-2992
6	Elsa Pasanen	923 De Leon Dr.	elsapasanen@yahoo.com	214-289-3216
7	David Wright	923 De Leon Dr.	davidswright@yahoo.com	214-274-6453
8	Karen Zavala	678 Bluff Canyon Cir	Karenelvis2003@yahoo.com	915-525-2002
9	Michael Zavala	678 Bluff Canyon Cir.	Imazavala@gmail.com	915-353-2661
10	Ramona Russell	646 Bluff Canyon Cir	ramona@ramonarussell.com	915-474-4657
11	Juanis Mirales	684 Bluff Canyon	Juanismir62@gmail.com	915-833-2487
12	Lydia Heinemann	6451 Belton	linheinemann@gmail.com	915-820-7901
13	Jesus Rivera	855 De Leon	ElMuchoTaz@gmail.com	(915)443-6602
14	Kenneth Calderon	788 De Leon	nekel2012@yahoo.com	915-471-6241



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NAME	ADDRESS	EMAIL	PHONE #
Teresa Kopplin	669 Bluff Canyon Cir.	dkopplin@elp.rr.com	915 241-9864
Dan Kopplin	669 Bluff Canyon Cir	dkopplin@elp.rr.com	915 241-9320
Zenia Thorn	770 Castile Ave	zithorn@sbcglobal.net	(915) 637-9444
Virginia Maldonado	6309 Jebel Way	Maldonado, Virgie@g-mail.com	(915) 240-3607
ADRIAN RIVAS	6309 JEBELWAY	mr.adrian.rivas@gmail.com	915-304-7999
Yvette Maldonado	6309 Jebel Way	yvette.a.rivas@gmail.com	915-256-9966
Juana DIAZ B	724 Bluffs Canyon	#1 2318901@yahoo.com	915 208 0098
Sonia Acosta	6213 Bluff Trail Ln	SoAcosta67@gmail.com	310 818-6996



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THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Carlos G. Saucedo	6308 Marcena St	sauce42778@gmail.com	(915) 407-6985
2	Maria Saucedo	6308 Marcena St		915-691-0100
3	Jeresa Roach	Tuscany Apartments		310-922-1655
4	Guillermo Contreras	6204 Monarch	ALAMENI @ Yahoo.com	915 373-2953
5	Paige Mandell	6446 Belton	paigemandell@gmail.com	915-443-8820
6	Adam Wilsey	6316 Marcena St	wlsyadam@gmail.com	915-407-4864
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THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Ricardo Joo Borsier	856 MARIMBA DR EL PASO, TX 79912	rfloresvborst@elpasohoo.com	915-227-4063
2	Cristina Terrazas	864 Marimba 79912	cristinaterrazas0906@icloud.com	(915) 539-0116
3	Juanita Alonzo	852 Marimba 12	juanitamendoza77@yahoo.com	915 540-8277
4	AARON BEJARANO	832 MARIMBA DR B	OMELASIGUNA6@gmail.com	512-568-7728
5	Brianda Sarmiento	836 Somerset Dr.	briandaselene18@gmail.com	915 329 6794
6	Homero Sarmiento	836 Somerset Dr.	briandasekne18@gmail.com	915 329 6794
7	Erica Carrillo	841 Somerset Dr.	encarrillo2@yahoo.com	915-444-2719
8	Alyssa Carrillo	841 Somerset Dr.	alyssacarrillo4@gmail.com	915-667-2412
9	Marc Carrillo	841 Somerset Dr	marccarrillo4@aol.com	915-444-4897
10	Rosie Carrillo	841 Somerset Dr	elrosietx@aol.com	915-444-1254
11	Mando Fierro	829 Somerset D	mando777@elpasohoo.com	915-478-0880
12	Shannon Jordan	825 Somerset Dr	jordause@sbeglobal.net	915-276-3179
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THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER	
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604	
17. Francisco Villa	725 Bluff Canyon Cir	frvillavomana.fv@gmail.com	915-312-3370	
18. Ricardo Martinez	6368 Monarch Dr.	rmartinez437@gmail.com	915-204-7403	
NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Nonel Rubio	745 Bluff Canyon Cir	Rubio, Nonel 82 @ yahoo.com	915-433-2310
2	Wosie Apodaca Rubio	745 Bluff Canyon Cir		915-861-4844
3	Luis Herrera	6204 Bluff Trail Ln		915-274-6548
4	Tania Herrera	6204 Bluff Trail Ln	taniax122@hotmail.com	915-412-9426
5	Michelle De Lara	6016 Bluff Trail Ln	sbemichelle@gmail.com	915 850 5694
6	Marcelo Perez	6016 Bluff Trail Ln.	sbemichelle@gmail.com	915-244-5694
7	Don Asch	675 Bluff Canyon Cir	dasmels@earthlink.net	915-478-0208
8	Cyrene Smelser	675 Bluff Canyon Cir	<del>cyrene@earthlink.net</del>	915 478-2447
9	Justy Juarez	615 Bluff Canyon	cksmelse@earthlink.net	915 549-3495
10	Sandra Galindo	615 Bluff Canyon	SQUEEGEE777@SBCELOSA	915 8781-8368
11	Johna L. Margarita	648 Bluff Canyon	queensantygai@aol.com	915-593-0106
12	R. Cunningham	828 De Leon	N/A	
13	Margaret Cunningham	828 De Leon		
14	Jose Antonio Aldrete	6450 BELTON RD.	joancuba@yahoo.com	915-726-2783
15	Margaret Rahman	6209 Monarch	maggpr@gmail.com	915 875-4663
16	Marco A. Flores	820 de Leon	iflores4132@gmail.com	915-315-0000



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THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Mary White	6313 Jebel Way	marialyce42@gmail.com	915-494-317
2	Norma Lopez	808 Marimba	mlopez65@hotmail.com	(915) 731-6512
3	Kristina D. Mena	800 Marimba Dr	kdmenda@gmail.com	(915) 539-6417
4	DAVID WORRELL	804 MARIMBA DR	dl-worrell@ATT.NET	(915) 217-3981
5	Beline Bustillos	783 De Leon Dr.	bbustillos327@gmail.com	(915) 637-6769
6	Dr. Rutteiz	6722 6372 MONTE ALI N1	---	915 340-4949
7	Jose Alvarado	6241 Bluff Trail Ln	Alvarado Jose 4480@gmail.com	915-996-8149
8	Karime Alvarado	6241 Bluff Trail Ln	alvarado_karime@yahoo.com	915 801-1970
9	Leticia Rivera	355 De Leon Dr	Calandria4life@yahoo.com	915 347-6449
10	Esperanza Lozano	6648 Fiesta Dr	szelozano@gmail.com	915-240-6882
11	Rogelio Lozano	783 De Leon Dr	rogliolozano35@gmail.com	915-256-2170
12	Marisa Grenier	801 De Leon Dr.	greniersantos@hotmail.com	(915) 433-5029
13	Dr. Cesar Santos	801 De Leon Dr.	(915) 433-5029	(915) 433-5029
14	Chris Mandell	6446 Belton	cmmandell2@gmail.com	915-443-1177



THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	David Espalin	6201 Sylvania Way	david.espalin@gmail.com	915 238 9627
2	Elissa Espalin	6201 Sylvania Way	mrs.espalin@gmail.com	915 238 9624
3	Christina Morgan	791 DeLeon Dr	Countrygirl6756@yahoo.com	915-274-6756
4	Robert C. Morgan, DC	791 DeLeon Dr.	Visione@att.net	915-274-6761
5	Joseph W. Hudz	7157 Elcagion Dr.	JHudz1957@gmail.com	915-449-6042
6	Manuela Hernandez	840 Somerset Dr.	nellie.hernandez52@gmail.com	915-373-2404
7	Ricardo Sierra	840 Somerset Dr.	sirrick	(915)-373-3417
8	Macario Ruiz	609 Bluff Canyon	CI15390@aol.com	915-637-4822
9	Adriana Robles	6241 Bluff Trail Ln	roblesadriana@gmail.com	915-220-3702
10	Valginn Rodriguez	809 Marimba Dr	valginn@hotmail.com	(787) 505-2562
11	Alvin Nazario	809 Marimba Dr.	nazarioalvin@hotmail.com	(787) 901-2051
12	Elizabeth Reif	219 DeLeon Drive		915 544-5848
13				



-23-

13

THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	ADRIAN AGUIRRE	801 SOMERSET DR 79912	afaguir2@gmail.com	915 497 6897
2	Graciela Escobedo	776 Somerset Dr	gresc3@yahoo.com	915 801-5370
3	Alvaro Escobedo	776 Somerset Dr	arredbalop@yahoo.com	915 274-9488
4	Melissa Babina	801 MARIMBA DR.	melissababina@gmail.com	203-907-6481
5	Jacob Drozd	801 Marimba Dr	Jacob.Drozd@gmail.com	915-525-7297
6	Rafael Garcia	<del>1460</del> 6020 Alcalde Dr	garcia_rotc@aol.com	915-490-9330
7	Elsa Garcia	6020 Alcalde Dr	garcia_rotc@aol.com	915-490-9330
8	Rosa Torres	758 Castile Ave	rmt3500@yahoo.com	915-24-2413
9	Rebeca Kirkpatrick	754 Castile Ave	rebeca754@yahoo.com	9153737292
10	Diana Gomez	737 Castle Ave.	dgomez-1132@yahoo.com	(915) 474-2612
11	Ivan Torres	737 Castile Ave	idtorres369@gmail.com	(915) 740-0242
12	Luz Aguirre	801 Somerset	patricia_velera17@yahoo.com	915-487-7056
13	Rose Martinez	6368 Monarch Dr.	roses877@msn.com	915-373-3830



THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Irene Fierro	809 Somerset	irenefierro809@icloud.com	915-4498152
2	Lisa Rascon	766 Castile Ave	texldr915@gmail.com	915-845-5269
3	Chris Esper	6200 BLUFF TRAIL W	chrisesper2@gmail.com	915-526-7430
4	CAT ESPER	6200 BLUFF TRAIL W	CATHY ESPER@GMAIL.COM	917-579-8843
5	MICHAEL ESPER	801 SYLMONT WAY.	ESPERZ 919@GMAIL.COM	915-549-7150
6	Wendy Axelrod	733 Bluff Canyon Circle	waxelrod@att.net	915-269-6449
7	Alex Vasquez	787 De Leon	eagle-appraisal@yahoo	915. 346.8846
8	Albert Vasquez	787 De Leon	"	"
9	FRANCISCO MELENDEZ	825 DE LEON DR.	melendez4071@twl.com	915. 497.4513
10	Margarita Melendez	825 De Leon Dr.	margaritam10@hotmail.com	915-217-3773
11	Roberto Rodriguez	860 Marimba Pr.	leo_r76@yahoo.com	915 433 747
12	Luz Patricia Rodriguez	860 Marimba Dr.	lpaguirre@yahoo.com	915 304 9427
13	Tony Aldrete	769 Castile Ave	taldrete@gmail.com	915 227-7573
14	Paulina Aldrete	769 Castile Ave	PaulinaAldrete04@gmail.com	915 493 1428
15	CRISTINA VALDEZ	769 Castile Ave	coryvaldeze@gmail.com	915 422-2492



-25

THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

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Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Robert Wittmann	6217 Sylvaria	wittmannrobert1955@gmail	915-573-0739
2	Kristi Wittmann	6217 Sylvaria	wittmannkristi1990@gmail	915-796-3649
3	ELIZABETH STEVENS	6208 Sylvaria Way	CHAS LIPP@ATT.NET	915 584-2570
4	Amy L. Wittmann, O.D.	1020 S. Mesa Hills #5002	dr.amy.wittmann@icloud.com	(915) 526-7418
5	Luis Valdivia	6216 Monarch	lvaldivia1331@gmail.com	(915) 269-4873
6	Claudia Daimones	765 Castile Ave.	claudia.gabriela.91@hotmail.com	(915) 525-1708
7	Sofia Quinones	765 Castile Ave	sofinquines@gmail.com	915 525-1708
8	Guadalupe Hutchins	820 Marimba	keanieboy51@yahoo	915 328-1414
9	MARIA Y. KING	6216 Bluff Ridge	myking007@att.net	915 373-1426
10	DONALD E. KING	6216 Bluff Ridge Dr.	kingmeister007@gmail.com	915 373-7619
11	JUAN ARAGON	6652 FIESTA	ARAGON J.M.JA@GMAIL.COM	252 3270
12				
13				





Jose Nunez <janunez1963@gmail.com>

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## Case PZRZ24-00002 Mesa Hills and North West of Sunland Park

1 message

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**Alma Nunez** <asnunez15@gmail.com>

Tue, May 7, 2024 at 8:31 PM

To: NaranjoJC@elpasotexas.gov

Cc: District8@elpasotexas.gov

Mr. Naranjo,

My name is Alma Nunez and I live at 6217 Bluff Trail Lane. This has been my home since July 1990. My husband and I originally bought this as a starter home thinking we would eventually sell and move into a bigger home. However, we have always loved living here. We have always felt safe, love the convenience, calm and safety of our neighborhood and love our neighbors. So we decided to stay here and make this our forever home.

I'm writing to you to oppose the proposed zoning change. I'm strongly opposed to the building of low income housing less than a block away from my home.

I have previous experience with low income housing. First, as a child my family lived at the Sandoval Apartments at 5353 Ridge. Secondly, I taught at L.B. Johnson Elementary for 19 years. The majority of my students were from the Jackie Robinson Apartments. From this experience, I've witnessed firsthand, mischief, theft and crime, from both a personal standpoint and from my students. I had 3rd grade students who were initiated into gangs.

I strongly believe that if those low income apartments are built on Mesa Hills, they will negatively impact my quality of life, safety, peace of mind, health and property value.

Sent from my iPhone



**From:** [Smith, Kevin W.](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [Garcia, Raul](#); [Zamora, Luis F.](#); [Rodriguez, Nina A.](#)  
**Subject:** FW: Opposition to Proposed Zoning Change - Mesa Hills Drive and Bluff Trail Lane  
**Date:** Monday, April 15, 2024 7:15:37 AM

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Good morning JC,  
Please see below message received. Thank you.

Kevin

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**From:** Oda Jennys <odajennys@gmail.com>  
**Sent:** Saturday, April 13, 2024 11:54 AM  
**To:** Smith, Kevin W. <SmithKW@elpasotexas.gov>; Ramirez, Elsa <RamirezEZ@elpasotexas.gov>  
**Cc:** District #8 <District8@elpasotexas.gov>; Mayor <mayor@elpasotexas.gov>; District #1 <district1@elpasotexas.gov>  
**Subject:** Opposition to Proposed Zoning Change - Mesa Hills Drive and Bluff Trail Lane

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Dear Members of the City Plan Commission,

I am writing to express my strong opposition to the proposed zoning change in the area of Mesa Hills Drive and Bluff Trail Lane. I believe that this change from R-3 (Residential) and R-5/sc (Residential/special contract) to A-3 (Apartment) would have significant negative consequences for the community and its residents.

One of the primary concerns is the impact on traffic. Currently, the entire subdivision of Colinas del Sol faces a severe traffic problem due to limited access. Residents of this neighborhood rely solely on a small stretch of Mesa Hills for entry and exit, as there are no roads connecting them to adjacent neighborhoods. This lack of connectivity has resulted in a landlocked situation, with Bluff Ridge and the proposed housing area as the only available exit and entry points. The existing traffic congestion in the area, including the challenges faced in the Target parking lot, is already a source of frustration for residents.

Furthermore, the addition of 104 low-income units, as proposed, would undoubtedly exacerbate the traffic situation. The increased volume of vehicles associated with these developments would further strain the limited road infrastructure and lead to even more congestion and delays. This would not only inconvenience residents but also pose safety risks to both pedestrians and drivers in the area.



In addition to the traffic concerns, there are apprehensions about the potential decline in property value. The introduction of a large-scale apartment complex in close proximity to existing residential areas may adversely affect the market value of nearby properties. Homeowners invest significant resources into their properties with the expectation of maintaining and increasing their value. The proposed zoning change could undermine this investment and negatively impact the overall stability of the community.

I strongly urge the City Plan Commission to reconsider the proposed zoning change. It is vital to prioritize the well-being and quality of life of the residents in this area. I kindly request that the commission thoroughly assess the potential consequences of this zoning change, including its impact on traffic congestion, property values, and the overall character of the neighborhood.

I also encourage the commission to actively seek input from the affected residents and consider alternative solutions that can address the housing needs without compromising the existing infrastructure and community dynamics.

Thank you for your attention to this matter. I trust that you will carefully consider the concerns raised by the community members and make a decision that best serves the interests of all stakeholders involved.

Sincerely,

Jenny Solo



**From:** [Elsa Pasanen](#)  
**To:** [Canales, Chris](#); [District #8](#)  
**Cc:** [Naranjo, Juan C.](#)  
**Subject:** Opposed to proposed rezoning on Mesa Hills to build low/very low income housing  
**Date:** Sunday, April 14, 2024 6:37:11 PM

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Mr. Canales and Mr. Naranjo, my husband and I oppose the rezoning and the plan to build low income housing on Mesa Hills. Refer to case PZRZ24-00002. We are among the many petitioners which joined together at Ponsford Park on Sunday, April 14 2024. You failed to show up to explain your point of view.

**How can building the proposed very low income housing be good for the adjacent neighborhood? Please respond.**

There are important reasons my spouse and I will fight to prevent rezoning for and the building of this project:

1. Its location will increase vehicle traffic in our area, no doubt. There is already enough traffic in the Ponsford Park area. Come spend a few hours at the park to listen to the current sounds of road and freeway traffic and watch stop-sign runners at area intersections. It appears you hope to give us **more traffic** with over 100 low income projects. Are officers monitoring traffic around Ponsford Park now? No. And we bet we wouldn't have adequate monitoring after the build either. It would be dangerous and unwise to add another layer of traffic! **No one here wants the park to be less safe.** Many strollers/walkers in this neighborhood!

2. Speaking with a long-time real estate agent and property manager in northeast El Paso, John Wise, he warns us rezoning the land will **negatively effect the market value of homes in our neighborhood.** How will the city compensate local sellers? Answer: It won't.

Maybe, Mr. Canales and Mr. Naranjo, you live far enough away from the proposed rezone area that you don't care. Or maybe you are friends with the investor or builder. Mr. Canales, when you ran for city council, you came around to our house and said you would work to improve and care for this neighborhood which you said you live in. If we voted for you to support our neighborhood, we don't know why you support the rezoning. If you allow this project and you run for this or some other office, believe me, you will not get the votes from this neighborhood. And word will get out about your duplicitous nature.

3. Very unclear **why other projects that were started in nearby areas are unfinished and yet you want a new one started at Mesa Hills and Bluff Trail.** Why not require the other projects' completion, get residents in those first, and then



locate other areas if needed? This is NOT the place to put one!

4. We believe **our neighborhood's appeal to current residents and potential buyers will decrease and then fall over time if rezoning is approved** for low income housing, whether it be for the low income project in investor's sights now, or for some future low income project if the current investor decides not to complete it. Money spent to live in this beautiful area would lower than expected. **That could be due to buyer dislike/fear/apprehension of more traffic, of more noise, of more crime, or of vandalism and tagging. Or maybe due to overcrowding at Putnam and other local schools. Or ALL of these and other quality of life reasons!**

These are major concerns of hundreds of residents, property owners here. Do not allow the rezoning! If there is going to be building on the site, the only acceptable building would be single family housing or an extension of the beautiful apartments which are adjacent to the site.

Sincerely,  
Elsa Pasanen  
923 De Leon Dr.



**From:** [Kristi Wittmann](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Concern Regarding Case No. PZRZ24-00002  
**Date:** Sunday, April 14, 2024 7:11:59 PM

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Dear Mr. Naranjo,

My name is Kristi Wittmann and I am a 31-year resident of the Coronado Hills neighborhood. We love our neighborhood because it is quiet, uncrowded and safe.

I am writing today to convey my deep disappointment and objection to the proposed plan for a low income housing project on Mesa Hills. Disappointed by the way the city has seemingly attempted to slip this under the radar with its last-minute notice and absolute failure to solicit input from the people who will absolutely be affected.

My family feels we will be pushed out of the neighborhood where we planned to live the rest of our lives. We are concerned by the inevitable increase in traffic, strain on our aged sewer and water systems, and the ecosystem. We are concerned about the probable increase in property crime, vandalism, noise and the inevitable decrease in property value. Our cherished neighborhood will no longer be quiet, uncrowded or safe and that breaks our hearts.

Sincerely,

Kristi Wittmann  
6217 Sylvania Way  
El Paso, Texas 79912  
Sent from my iPhone



**From:** [Diana Gomez](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Case: PZRZ24-00002 - Mesa Hills and Northwest of Sunland Park  
**Date:** Sunday, April 14, 2024 3:34:05 PM

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Mr. Naranjo,

I was informed from nearby neighbors there will be a chance of rezoning our neighborhood from R-3 and R-5/sc to A-3.

It's concerning and disappointing how only a section of people received this letter when my family and I live walking distance from this lot, which we drive by everyday. Everyone living nearby this lot should've been informed about the changes that might happen and given the opportunity to express any concerns such as the increase of traffic (I'm only able to express concern because of my neighbors telling us of this news and news outlets)

Mesa Hills Drive was just redone, which if damaged again will no doubt take years to repair. Reading from the letters sent to only specific people, it read the Housing Authority would be building an apartment complex if approved by CPC.

What does this mean for the value of our homes and houses that were built most recently?

If approved what type of residents would be considered would it be for elderly or families? What is the process for background checks? How large is the complex wanting to be build if approved (how many units). What is the process of only specific people being informed about this information and why the letter wasn't sent to everyone nearby the lot? Lastly if CPC say yes to rezoning, is it an automatically approval for the Housing Authority to build?

Thank you,  
- Diana Gomez



**From:** [Margaret Rahman](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Rezoning on Mesa Hills and Bluff Canyon  
**Date:** Saturday, April 13, 2024 4:35:39 PM

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Mr. Naranjo,

This is to express my concern and to let you know I am entirely opposed to subject rezoning.

The traffic on Sunland Park Drive is  
Heavily congested and additional residents in my immediate area would make it worse.

Thank you for your consideration against this development.

M. Rahman

Sent from my iPhone



**From:** [Debbie Welch](#)  
**To:** [Canales, Chris](#); [Naranjo, Juan C.](#); [Ramirez, Elsa](#); [Smith, Kevin W.](#)  
**Subject:** Say "No" to rezoning request on Mesa Hills at Bluff Trail/Bluff Canyon  
**Date:** Saturday, April 13, 2024 4:11:01 PM

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I am opposed to the rezoning request by the Housing Authority. The zoning should stay unchanged.

The request to build more will be an unreasonable strain on a location that is already struggling with traffic flow. It needs to be understood that the Colinas Del Sol subdivision has no roadways connecting it directly to surrounding neighborhoods.

That entire subdivision depends on 3 streets to exit/ enter their neighborhood to access to Mesa Hills! Bluff Ridge, Bluff Canyon,& Bluff Trail.

Bluff Ridge at Mesa Hills is in need of a traffic light to help with the volume from retail locations & speed on Mesa Hills. Bluff Canyon/ Bluff Trail are directly across from the proposed housing site and even a smaller housing unit would need a 4 way stop to keep traffic flow safe.

I am not a resident of Colinas Del Sol but I have noticed the increasing frustration & impatience of people coming out of that neighborhood. I have lived in Coronado Hills for 43 years and the housing authority request is unreasonable in the area they are using.

This request will also affect the residents of DeLeon & Camille streets that are already carrying the shortcut traffic that hopes to avoid congestion on Sunland Park & Mesa. Please don't grant the rezoning request!

Thank you for your time,  
Debra Welch



**From:** [cesar herrera](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Case pzz24-00002  
**Date:** Friday, April 12, 2024 5:54:27 PM

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To whom it may concern, I received a notice in reference to (Case pzz24-00002).

I Cesar live in the neighborhood on 713 Castile so any decision to develop the lot will affect us.

As a Resident of the neighborhood our voices should be heard and we should have a say. Taxes continue to increase and adding to the tax burden for our property owners is not right or just. Thank you for your attention my concern.

Cesar



**From:** [Carolina Chapa](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** rezoning of my property: Case #PZRZ24-00002  
**Date:** Friday, April 12, 2024 3:37:29 PM

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Juan C. Naranjo  
Planner  
Planning and Inspections Department

Dear Mr. Naranjo:

Upon receiving the letter dated 4/5/24 regarding the rezoning of my property the following is very concerning:

- 1: I'm very concerned about how this will impact the value of my property, and also the selling of my home  
both will have a detrimental impact on my property.
2. By building Low Income Housing (projects) there could be and increase in crime, gang activity, drugs and the  
security of our neighborhood could be jeopardized.
3. The increase in traffic is also a concerned, as it is when Marcena and Mesa Hills were connected the traffic increased  
dramatically.
4. The 6.3 acres is also a small habitat for wild life, we have rabbits, squirrels, road runners, and on occasion coyotes. Not  
to mention the desert landscape and vegetation for these animal will be destroyed.

In closing, I'm an area resident that strongly opposes the construction of these Units in my neighborhood.



Sincerely

Carolina and Hugo Chapa  
812 De Leon Drive  
El Paso, Texas 79912



**From:** [Christopher Esper](#)  
**To:** [Canales, Chris](#)  
**Cc:** [Naranjo, Juan C.](#)  
**Subject:** PZRZ24-00002 Resident Comments/ Concerns  
**Date:** Monday, April 15, 2024 3:02:43 PM

---

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Dear Rep Canales, Mr. Naranjo

I hope this email finds you well. I've attempted to reach out to your office several times without success, prompting me to resort to this written communication, which I will also send via traditional mail for your attention.

I am a concerned resident residing at 6200 Bluff Trail Ln, El Paso, TX 79912. I am writing to express my strong opposition to case # PZRZ24-00002 for several reasons that deeply affect our community:

- **Due Process:** It is imperative that the city adhere to the due process outlined in our municipal code. However, in this case, the city has failed to provide timely notice to all residents within the vicinity, as stipulated by the code. Signage at the site was posted late, and I, residing within 300 feet, did not receive any notification by mail. I respectfully request a citation of the relevant code section and a comparison of the procedures followed in this case.
- **City's Plan for Public Housing:** I am deeply concerned about the lack of transparency regarding the city's long-term plan for public housing. Major cities typically have strategic plans in place for such developments, carefully considering their integration into existing neighborhoods. It is alarming that the housing authority appears to be dictating the future of our community without comprehensive studies on the potential impacts. Have we thoroughly examined the effects of such a development on our area?
- **Traffic Impact Analysis:** Has there been a thorough traffic impact analysis conducted? As a resident familiar with the area, I can attest to the congestion issues at Marcena and Mesa Hills. The bottleneck situation, compounded by historical drainage constraints, raises serious safety concerns. There are also line of sight issues when coming down Bluff Canyon attempting to turn left at Mesa Hill's that presently pose an issue that will only be worsened. Additionally, the lack of consideration for parking policies, such as HOME's restriction on guest parking after 10 pm, could further strain street parking within neighborhoods and worsen traffic congestion and pose questions for security and safety.
- **Property Values:** While it may be argued that this development won't negatively impact property values, the perception of a neighborhood plays a significant role in determining market value. This sudden change in the housing landscape could deter potential buyers and hinder current residents from maximizing the value of their homes.
- **Drainage Concerns:** The issue of drainage at Marcena is already significant. Adding a new housing complex without addressing this existing problem could exacerbate the situation and pose serious risks to residents.



I strongly urge you to postpone any decisions on this matter until residents have had adequate time to review all relevant information. Thank you for your attention to this matter. I trust that you will prioritize the well-being and concerns of your constituents in your deliberations.

**Christopher R. Esper**

915-526-7430

6200 Bluff Trail Ln.

El Paso, TX 79912



**From:** [Linda Santoscoy](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [Canales, Chris](#)  
**Subject:** 692 Bluff Canyon Circle - Santoscoy Household Mesa Hills Apartment Project Rejection  
**Date:** Monday, April 15, 2024 12:39:50 PM

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Hello,

I hope you are doing well. I am writing this email in regards to the new affordable housing facility that is looking to be placed in our neighborhood. Both my husband Patrick Santoscoy and myself Linda Santoscoy at 692 Bluff Canyon Cir. El Paso, TX 79912 are **AGAINST** this new development and below are the reasons why and the questions we would like answered.

1. Traffic, if you are ever in the area during the months of October, November, December, and January you will notice that the traffic is incredibly congested. There is no way to easily exit or enter the neighborhood. We are bottle necked. Adding a new community with say 100 units and say 200 vehicles in the neighborhood will bring maihem to our roads.
2. Public Transportation: If this is either low-income housing, affordable housing, or any name you would like to put on it to make it sound better, the guess is some of the people living there will also require public transportation. Now we are going to have busses in that tiny little strip of area on top of all of the added vehicles and extreme traffic we already have to deal with.
3. Education for the children. We are guessing these families have children. What is the average amount of children every family has 3-4? And what are their ages? The closest elementary school is Putnam Elementary. What is their capacity and are they able to support an influx of 200 plus children? Middle school, Morehead is closed, does this mean all these children need to be driven or transported all the way to Hornedo Middle? EPISD already has a bus driver shortage, how is this going to smoothly function for the well being of these children?
4. What is the need for more affordable government housing or partially government owned partially privately owned whatever spin you would like to sprinkle what is the actual need? Up Mesa hills there is affordable housing that is less than 5 miles away. Affordable housing as well as projects. If you get on interstate 10 and drive about 3 miles up, you will also find another large housing authority complex that is fairly new right off I-10 next to the Kohls off the freeway. So, what is the need to have more?
5. Across the freeway, literally across the freeway from the pad of land you are looking to



develop (behind the Vista grocery store on Doniphan) you will find a large complex that used to be a hotel or maybe a housing facility of sorts it is a large facility that has wood boarded windows. Why can't this project be built there? That is already zoned to be housing of sorts, it is on the opposite side of us, alleviating all of the traffic, plus it is a standing structure already. Why is that not being considered?

6. The apartment complex that you are trying to build next to RETREAT AT MESA HILLS currently rents their smallest unit 538 SQ FT at \$1000 per month. This is in the regular area of the complex and not the gated area which is more expensive. You are trying to build next to their expensive area. I am not certain how many people are going to want to pay high rents to live next to affordable housing. It is unfortunate but it is true. So, what happens then? What happens to our neighborhood when this huge established complex that has been here for decades has an obscene number of vacancies? Does the complex just fall apart at that point? This all affects our neighborhood, our property values, the beauty of our community. This complex has already suffered through covid and it is noticeable as the cleanliness of the complex has dropped and the grounds have been in shambles for years now. They just now are starting to get back up on their feet, they just now began to prune the trees on the perimeter of the property, they just now began to clean the piles of fecal matter littering their property perimeter. Just now.
7. Our neighborhood is an established neighborhood. We pay a really large amount of taxes, how favorably is this going to affect our property values if we choose to sell? Unfortunately, people are not lining up to purchase homes in close proximity to any type of affordable housing facility whether that is privately or publicly owned. How much is this project going to cost, how will it be funded, and will running utilities, bus services, street expansion for traffic control, school expansion for student accommodation end up affecting the amount of taxes we pay? I understand the tax rate % "should not increase" but if our homes are "magically" worth an additional 100k on paper in the next year or so then obviously our tax bill is increasing. Is it increasing because we are having to cover this expansion? Many people in this entire neighborhood don't have children at all and a large percentage have been empty nesters for well over a decade and still continue to pay taxes and see tax increases for the school district. It is what it is, but will this project require additional school and services expansions that DO NOT PERTAIN OR BENEFIT US yet end up costing us money?

Respectfully,

Linda & Patrick Santoscoy Property owners 692 Bluff Canyon Circle El Paso Texas (25 years)

**Linda Santoscoy**  
Office of Patrick Santoscoy  
Farmers Insurance  
800 Chelsea St  
El Paso, TX 79903-4926  
915-771-6151 (Office)



915-771-6153 (Fax)

[linda.psantoscoy1@farmersagency.com](mailto:linda.psantoscoy1@farmersagency.com)

<http://www.farmersagent.com/psantoscoy1>



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**From:** [wnoelmc@gmail.com](mailto:wnoelmc@gmail.com)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Case PZRZ24-00002/LOT 3 BLOCK 1 CORONADO DEL SOL  
**Date:** Monday, April 15, 2024 11:37:55 AM

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Mr. Najanjo,

It is shameful the lack of transparency given to the plan to build low cost housing in The Coronado del Sol neighborhood. Are you trying to hide your intentions?

There are a number of reasons for the low-cost housing project not to be built including: lack of school capacity; increased traffic; tenets incompatible with the neighborhood.

You should expect a large turnout for the zoning meeting on Thursday to protest the zoning change and the way project planning and proposed zoning change has been made public.

W' Noel McAnulty



**From:** [j\\_kareh@hotmail](mailto:j_kareh@hotmail.com)  
**To:** [Mayor](#)  
**Cc:** [District #1](#); [District #2](#); [District #3](#); [District #4](#); [District #5](#); [distrct6@elpasotexas.gov](mailto:distrct6@elpasotexas.gov); [District #7](#); [District #8](#); [Lozano, Martha P.](#); [Westin, Cary S.](#); [Naranjo, Juan C.](#)  
**Subject:** Case PZRZ24-00002, Planning and Inspection Department  
**Date:** Monday, April 15, 2024 9:53:37 AM  
**Attachments:** [Letter-PZRZ24-00002.pdf](#)  
[Pic-PZRZ24-00002.pdf](#)

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Dear Mayor Leaser:

I am Jorge Kareh, physician, Lic. TX-J8008, and resident at 777 Bluff Canyon Circle, 79912, Coronado del Sol area.

On Thursday, April 11, 2024, I received a mail from the Planning and Inspection Department, related to a City Plan Commission Public Notice, case: PZRZ24-00002.

The letter (copy attached), states that on April 18, 2024 there will be a meeting (public hearing), for the proposal of change of zoning from R-5/sc (Residential/special contract) to A-3 (Apartment) to allow for a proposed use of Apartments.

Issues:

1. **Proposed apartments.** In the letter, there is no mention about what kind of apartments are proposed, meanwhile, in the location, Lot 3, Block 1 Coronado del Sol, there is a sign that shows the complex that will be build.
2. **Timing:** The letter from Planning and Inspection Department is dated April 5, 2024. I received the letter on April 11, 2024, and the meeting/public hearing is scheduled for April 18, 2024.

It is my understanding, the Planning and Inspection Department has not been fair in this process. Even in the letter mentioned about the proposal use for apartments, it is not clearly established the kind of apartments are planned for this area. After inquiries, we have uncovered the proposed construction will be a low-income complex of 7 buildings, and 104 units. If we are dealing with trust, and responsible people, and organization, then there is no reason to play with a 'hidden agenda' against the residents of El Paso.

Also, 5 days is not time enough to request, review, and to have a good evaluation, and opinion



for the proposed project. Is not just to build an apartment complex. It is to take in consideration the various type of impact that it may have in the neighborhood, which will last forever.

Some impact to consider are: **safety**- the increase of 80 to 100 cars from renters and visitors in the area, which already have heavy traffic from: Retreat at Mesa Hills apartments (former Colinas del Sol apartments), which has 752 units; Sunland Plaza (Target, Best Buy, Office Depot, Dollar Tree, etc.), Sunland Towne Centre (At Home, Sprouts Farmers Market, Pet Smart, Ross, etc.), and The Shoppes of Solana (former Sunland Park Mall).

**Education**- the increase of young and adolescents in the area, will be an impact to the EPISD, which should attend to Putnam Elementary, Charles Murphree, or Coronado High school.

**Utilities and Environmental**- Community engagement, the process of involving residents, businesses and other stakeholders in decisions that have the potential to impact them. Decisions could be related to utility policies, plans, projects or programs. This program is based on the principle that involving the community during initial planning and throughout the process will lead to more effective and sustainable outcomes over the long-term.

The Planning and Inspection Department has not been fair with the neighborhood from Coronado del Sol. The Planning and Inspection Department has not been clear in their proposed change of zoning, and the development of a low-income complex. The Planning and Inspection Department has not allowed us enough time to review, and evaluate properly this proposal, and its short-term and long-term effects.

I compare this situation as to the ethical obligation that I have with a patient, telling the general status of the condition, disclosing, and discussing alternatives, risks, and complications, for the well being of everyone.

It is my request to postpone the meeting/public hearing for case PZRZ24-00002, until an evaluation or an investigation been performed, to inquiry about why the Planning and Inspection Department has not been clear, fair, and transparent with the information about this project to our neighborhood, and the residents of the City of El Paso.

Respectfully,

Jorge Kareh, M.D., M.B.A.

[j\\_kareh@hotmail.com](mailto:j_kareh@hotmail.com)

777 Bluff Canyon Circle

El Paso, Texas 79912

+



Attachments (2): \* letter from the Planning and Inspection Department  
\* picture from sign of proposed project

cc: El Paso City Council Representatives  
Ethics Review Commission - City of El Paso  
City Plan Commission - City of El Paso



**From:** [Marco Antonio Flores](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** PZRZ24-00003  
**Date:** Monday, April 15, 2024 8:33:52 PM

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To: Planning and Inspection Department. case PZRZ24-00003

The following is to present my strong concerns about a project the CPC has for lot 3 block 1 on Mesa Hills, and how I consider some aspects of it may affect the way of living that us residents of district 8 are used to; some of them refers but are not limit to: property value, socio-cultural, and even the possible impact on the ecological environment of the area.

Since there is no clear and complete idea of what type of residential homes the project has planned to build, there is a major concern as to how these buildings are going to affect not only the current residents but the future ones on their elemental needs such as ( schools, public transportation, commute, and recreational spaces). Coupled to the place in which the project wants to be made is The Wakeem/Teschner National Preserve , which from my point of view is a disturbance to the flora and fauna that already lives there. Please reconsider the project and inform the community of Mesa Hills about the resolution before you proceed.

PS ...I haven't been considered and or contact by my representee Chris Canales and neither do my neighbors about this matter, which is a disadvantage due to the proximity of this crucial meeting.

Kind regards

Marco A .Flores

820 De Leon DR  
79912



**From:** [Issa Atiyah](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Lot om Mesa Hills and Bluff Trail  
**Date:** Monday, April 15, 2024 9:37:02 PM

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Hello Mr. Naranjo,

I am sending you this e-mail because several neighbors including myself are opposed to the re-zoning of the subject lot for public housing, traffic in Mesa Hills is very bad as it is specially in holidays.

Both subdivisions near that lot have been here for a very long time and thus would severely affect both subdivisions in many different aspects.

Just wanted to voice my opinion and that of a lot of neighbors

Kind Regards,

Issa Atiyah



**From:** [Catherine Söderberg Esper](#)  
**To:** [Canales, Chris](#); [Naranjo, Juan C.](#)  
**Subject:** Comprehensive Opposition to Rezoning Proposal: Case # PZRZ24-00002  
**Date:** Tuesday, April 16, 2024 8:00:38 AM

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Dear Representative Canales and Mr. Naranjo,

I trust this message finds you in good health. After multiple unsuccessful attempts to connect via phone, I am compelled to convey my concerns through this email.

Residing at 6200 Bluff Trail Ln, El Paso, TX 79912, I write to vehemently oppose case # PZRZ24-00002 due to its profound implications for our community. Several key factors underscore my opposition:

**Due Process:** Fundamental to our civic governance is adherence to due process, enshrined within our municipal code. However, the handling of this case has fallen short of these standards. Timely notice, as mandated by city regulations, was not extended to all residents within the vicinity. Despite living within 300 feet of the proposed site, I received no formal notification by mail, and signage placement was egregiously delayed. I respectfully request citation of the relevant code section and a thorough examination of the procedural disparities.

**City's Plan for Public Housing:** Transparency regarding the city's long-term vision for public housing is sorely lacking. Robust urban planning necessitates strategic foresight and community engagement, yet the absence of comprehensive studies and consultation with residents is alarming. The unilateral direction by the housing authority without due consideration of the community's well-being is concerning. Have we meticulously assessed the potential impacts on our neighborhood?

**Traffic Impact Analysis:** The proposed development threatens to exacerbate existing traffic congestion at Marcena and Mesa Hills. Line of sight issues along Bluff Canyon compounded by historical drainage constraints pose safety hazards that demand urgent attention. Furthermore, the disregard for parking policies, such as HOME's restriction on guest parking after 10 pm, raises questions about neighborhood safety and accessibility.

**Property Values:** While proponents may argue against a negative impact on property values, the perceived desirability of our neighborhood significantly influences market dynamics. The abrupt alteration of our housing landscape could deter potential buyers and undermine the efforts of residents to maximize their property's value.

**Drainage Concerns:** The already significant drainage issues at Marcena must be addressed before considering further development. Failing to do so risks exacerbating the situation and jeopardizing the safety of our community.



Community Impact Assessment: Has a comprehensive assessment been conducted to evaluate the broader impact of the proposed development on our community? This should include an analysis of potential changes to the social fabric, neighborhood character, and overall quality of life for current residents.

Affordability and Accessibility: While the proposal aims to address housing needs, it's essential to consider whether the resulting units will truly be affordable and accessible to those in need. Are there provisions in place to ensure that the apartments remain affordable over time, and what measures will be taken to accommodate individuals with disabilities or special needs?

Green Space Preservation: Given the trend of urbanization, preserving green spaces within our community is crucial for environmental sustainability and resident well-being. Has the potential loss of green space due to the proposed development been adequately addressed, and are there plans to mitigate any negative impacts in this regard?

Community Engagement and Consultation: Meaningful community engagement is vital for fostering trust and ensuring that residents' voices are heard. Have there been opportunities for residents to provide input and feedback on the proposed development, and if so, how has this input been incorporated into the decision-making process?

Long-Term Sustainability: Sustainable development principles should guide all urban planning initiatives to ensure the long-term viability of our community. What steps will be taken to promote sustainability in terms of energy efficiency, water conservation, waste management, and overall environmental stewardship within the proposed development?

In light of these concerns, I implore you to postpone any decisions on this matter until residents have been afforded ample opportunity to review all relevant information. Your commitment to our community's well-being and your consideration of our concerns are paramount in your deliberations.

Thank you for your attention to this matter. I trust in your dedication to serving the best interests of your constituents.

Warm regards,

--

**Catherine Söderberg Esper**

*917.579.8843*



**From:** [Wendy Axelrod](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Rezoning Coronado Del Sol Lot 3, Block1  
**Date:** Tuesday, April 16, 2024 10:12:46 AM

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Please vote no on the rezoning Case PZRZ24-00002 Lot 3, Block 1, Coronado Del Sol from residential development to apartment development.

I'm an original owner on Bluff Canyon since 1990. When the Retreat apartments were built, the traffic was tremendous with limited access in and out of the area. This new development with over 100 units will make it even more difficult.

The schools in our area are at full capacity. They will not be able to accommodate the large number of children that will come from more that 100 family unit apartments.

We built our homes in this area because we felt it was safe and it would enhance the value of our homes. Building these apartments would do the opposite.

Thank you,  
Wendy Axelrod  
733 Bluff Canyon Circle  
915-269-6449



**From:** [FRANK](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Fw: Zoning Change for Housing Authority Proposition Lot 3 Block1, Coronado del Sol-----Expression Of Opposition  
**Date:** Tuesday, April 16, 2024 9:41:15 PM

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Above I respectfully provide my voice of opposition to constructing Housing Authority building in the lower Mesa Hills area. A stark reality of interrupting a long time home neighborhood would result. There are surely a number of other city locations that could serve purposes. I often pass along Desert Pass St. off of Resler and see open areas there. Your thoughtful considerations are prayed for. Thank you your attention to this.

FRANK S. TRIANA  
824 DELEOD DR.  
El Paso, Texas 79912  
Ph: (915) 584-2826  
Cell # (915) 241-5902

----- Forwarded Message -----

**From:** "mailer-daemon@aol.com" <mailer-daemon@aol.com>  
**To:** "familee90@aol.com" <familee90@aol.com>  
**Sent:** Monday, April 15, 2024 at 05:29:41 PM MDT  
**Subject:** Failure Notice

Sorry, we were unable to deliver your message to the following address.

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550: 5.4.1 Recipient address rejected: Access denied. [SA2PEPF00003AEA.namprd02.prod.outlook.com 2024-04-15T23:29:39.993Z 08DC5A5508F571B4]

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Respectfully, my family and neighbors are opposed to constructing the housing units in that desert area. The serenity will be lost. I pass often through Desert Pass St. off of Resler and noticed a lot of open area. That is one thought. Thanks for your thoughtful help.

FRANK S. TRIANA  
1002 Magoffin Ave.  
El Paso, Texas 79901  
Ph: (915) 533-4141  
Fax: (915) 533-6582



----- Forwarded Message -----

**From:** FRANK <familee90@aol.com>

**To:** canalesJC@elpasotexas.com <canalesjc@elpasotexas.com>

**Sent:** Saturday, April 13, 2024 at 01:35:09 PM MDT

**Subject:** OPPOSITION TO Rezoning of Mesa Hills and Bluff Trail for Housing Projects

Mr. Canales:

My backyard looks down upon the desert area of the land being considered rezoned to all Housing Projects. I've lived here for over 30 years and I and my neighbors have had talks over the years about the fears of the easy access to burglars jumping into our properties and escaping back down with easy access back to I-10. We've always felt fortunate to have a fairly quiet neighborhood. A big fear is the potential influx of drug activity and gang hangouts on corners and the park, ruining the peace and safety of families in this neighborhood. Please point out other potential areas for the building of said Housing Project plans. Thank you for your anticipated courtesy and support.

FRANK S. TRIANA

824 De Leon Dr.

El Paso, Texas 79912

Ph: (915) 584-2826

Cell (915) 241-5902



**From:** [ARREDONDO, SUSANA](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Case Number PZRZ24-00002  
**Date:** Tuesday, April 16, 2024 12:03:19 PM

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*Dear Mr. Naranjo,*

*I am writing to express my strong opposition to the proposed housing development in our neighborhood. While I understand the need for affordable housing in our city, I believe that this project would have a detrimental impact on our community.*

*First and foremost, the proposed development is simply too large for our area. The increase in population density would put a strain on our already overburdened infrastructure, leading to increased traffic congestion, noise pollution, and strain on our public services. Additionally, the construction of this project would result in significant environmental damage, destroying natural habitats and putting wildlife at risk.*

*Furthermore, the type of housing being proposed is simply not in keeping with the character of our neighborhood. This development would bring in a large number of low-income residents, which could lead to increased crime rates and other negative social effects.*

*Finally, I am deeply concerned about the impact this development would have on property values in the surrounding area. The influx of low-income residents could result in a decline in property values, making it difficult for current residents to sell their homes and move elsewhere.*

*In conclusion, I strongly urge you to reconsider this proposed housing development. While I recognize the need for affordable housing, I believe that*



*this project is simply not the right fit for our neighborhood. Thank you for your attention to this matter.*

*Sincerely, Susana Arredondo, current resident and owner of 699 Bluff Canyon,  
79912*



**From:** [Margarita Melendez](#)  
**To:** [Naranjo, Juan C.](#); [margaritam10@melendez.com](mailto:margaritam10@melendez.com)  
**Subject:** PZRZ24-00002  
**Date:** Friday, April 19, 2024 6:00:23 PM

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Mr. Naranjo

I am writing you concerning the housing project case:PZRZ24-00002. One of the reasons I oppose this project is my concern with traffic. Just yesterday at noon there were two car accidents at the same time. One on Mesa Hills in the intersection where IHOP and Barnes and Nobles are located. The other one on Sunland Park on the intersection to enter the shopping area where Target is located. Pretty soon we will have Burlington in this area not to mention more shops at Solana. Adding more housing to an area where there's already a lot of traffic is not safe for us citizens that live in this area. I ask you to please reconsider this project.

Sincerely,

Margarita Melendez



**From:** [Aurelia Mata](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [District8@elpaso.gov](mailto:District8@elpaso.gov)  
**Subject:** Rezoning of Mesa Hills  
**Date:** Tuesday, April 30, 2024 7:26:00 AM

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Dear Sirs,

My name is Aurelia Mata. I own a house in Coronado del Sol, 6237 Bluff Trail Ln. I am writing to express my opposition to your rezoning of Mesa Hills. Not only will this create unbearable traffic and toxic noise.

Some of us have worked all our lives and worked hard to be able to have a home in a quiet and nice neighborhood. Please, please reconsider your actions and decisions.

Respectfully submitted,  
Aurelia Mata

[Yahoo Mail: Search, Organize, Conquer](#)



**From:** [Alma Reyes](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [District #8](#)  
**Subject:** Case # PZRZ24-00002-Mesa Hills and NW if Sunland Park  
**Date:** Saturday, May 4, 2024 5:04:06 PM

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Dear Juan C. Naranjo,

Case: PZRZ24-00002- Mesa Hills and Northwest of Sunland Park

I am writing to you as a member of the Coronado Hills community regarding the new housing plan along Mesa Hills. I would like to explain that I do not agree with the construction of additional housing in this neighborhood. I oppose the construction for two reasons, the great immergence of traffic resulting from new residents, and the loss of peace and tranquility that me and my fellow neighbors moved here for.

Our Coronado Hills neighborhood only has one entrance/exit, even with the current conditions, I have a hard time maneuvering through traffic. Implementing new housing would dramatically increase the traffic in the area, due to more cars from the new residents. Therefore, adding more apartments in the Mesa Hills area would complicate the daily life of me and my fellow neighbors.

As a member of the community, I can say I moved to this area for the peace and quiet. Additionally, most of my community members in Coronado Hills tend to be older individuals which moved to the area for the same purpose, to live in a quiet and tranquil area. The coming of new residents, especially younger community members with children, would impact the tranquility of the neighborhood that many residents here have become accustomed to for many years.

I appreciate the time taken to read and understand my letter, and I hope that as a community we can come to a solution to preserve the current state of our neighborhood.

Sincerely,  
Alma Ben.

Alma Rosa Ben  
920 De Leon Dr  
El Paso Tx. 79912



**From:** [LLOYD S MILLER](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [District #8](#)  
**Subject:** Case PZRZ24-00002 Mesa Hills and Northwest of Sunland Park  
**Date:** Sunday, May 5, 2024 3:03:38 PM

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We adamantly oppose the proposed subject zoning change on Mesa Hills and Northwest of Sunland Park for the following reasons.

A waste of tax payer dollars:

How is it possible to spend more tax payer dollars on this low income housing project when at least 2 low incoming housing projects have been under construction/renovation for several years and still are yet to be complete!! These two housing projects are located on Hondo Pass in Northeast El Paso and on J C Machuca Street in west El Paso. As a taxpayer, it is a waste of our hard earned tax dollars to start a new project when others can't seem to be finished.

Traffic:

Traffic flow in this area is already bad and adding over a 100 low income housing units will only increase this flow. As it is, many times a day, people are not stopping at the 3-way stop. This increase in traffic is definitely a safety issue and an accident waiting to happen.

Lloyd and Rosemarie Miller  
6233 Bluff Trail Ln



**From:** [Adriana Robles](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Fw: Subject: Case PZRZ24-00002  
**Date:** Saturday, May 4, 2024 8:38:22 PM

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Begin forwarded message:

On Saturday, May 4, 2024, 9:58 AM, Adriana Robles <[roblesadriana@ymail.com](mailto:roblesadriana@ymail.com)> wrote:

[Sent from Yahoo Mail for iPhone](#)

Begin forwarded message:

On Saturday, May 4, 2024, 8:39 AM, Adriana Robles <[roblesadriana@ymail.com](mailto:roblesadriana@ymail.com)> wrote:

*I am writing to express my strong opposition to the proposed housing development in our neighborhood. While I understand the need for affordable housing in our city, I believe that this project would have a detrimental impact on our community.*

*First and foremost, the increase in population density would put a strain on our infrastructure, leading to increased traffic congestion. This development would bring in a large number of low-income residents, which could lead to increased crime rates and other negative social effects and I am deeply concerned about the impact this development would have on property values in the surrounding area. The influx of low-income residents could result in a decline in property values,*



*making it difficult for current residents to sell their homes and move elsewhere.*

*I strongly urge you to reconsider this proposed housing development. While I recognize the need for affordable housing, I believe that this project is simply not the right fit for our neighborhood. Thank you for your attention to this matter.*

*Sincerely, Jose Alvarado*

[Sent from Yahoo Mail for iPhone](#)



**From:** [Susana Lauritzen](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [District #8](#)  
**Subject:** case PZRZ24-00002 Mesa Hills and Northwest of Sunland Park  
**Date:** Friday, May 3, 2024 4:53:35 PM

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Good afternoon Mr. Naranjo,

As residents of more than 30 years in the Coronado del Sol subdivision, my husband and I are deeply concerned about and opposed to the proposed rezoning from R-3 to A-3. Below are just a few of many issues that multiple current residents will face:

- Home values of multiple loyal residents will decrease if the 104+ apartments are built. We already have plenty of apartments and condos in this area and a low income multi-family will affect the market value of our homes.

- Traffic has been increasing in the past 15 years due to the commerce near the area. It is very well known that a large number of drivers do not obey the STOP sign on the intersection of Mesa Hills and Bluff Trail Lane, which connects the Coronado del Sol and Coronado Hills neighborhoods.

- Most importantly, we want to keep our neighborhood safe by keeping crime low so we are able to walk the streets with our families in peace

The Coronado del Sol residents should have a voice on this matter but information from the housing authority was not provided to us when this project was in the planning stage.

We appreciate you taking the time to hear our concerns and look forward to receiving your response.

Regards,

Susana Lauritzen  
**Licensed REALTOR® in the state of Texas**  
Harris Real Estate Group  
(915) 355-0526

☐ 915.355.0526 ☐ [lauritzensusana@gmail.com](mailto:lauritzensusana@gmail.com) ☐ [susanalauritzen.com](http://susanalauritzen.com)







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**From:** [Sandra Elias](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [District #8](#)  
**Subject:** Case PZRZ24-00002 Mess Hills and Northwest of Sunland Park  
**Date:** Monday, May 6, 2024 8:40:33 AM

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We OPPOSE the proposed subject zoning change.

Sandra Elias/Keiko Elias  
761 Bluff Canyon Circle  
El Paso, TX 79912

Sent from my iPhone



**From:** [Imelda Wall](#)  
**To:** [Naranjo, Juan C.](#); [District #8](#)  
**Subject:** CASE PZRZ24-00002 Mesa Hills aand Northwest of Sunland Park  
**Date:** Tuesday, May 7, 2024 9:49:33 PM

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We adamantly oppose the proposed subject zoning change. We expressed our opposition to the zoning change via telephone when we spoke to Mr, Naranjo twice. We have expressed our opposition to Mr. Canales in two separate emails. We have signed petitions expressing our opposition.

There has been little transparency regarding this project. Only neighbors that live directly across the street received notification despite the impact it will have on the neighborhood. While Mr. Canales can cite research indicating home values do not decline following a housing project being built, two separate realtors have indicated that our home value will be impacted. No one wants to purchase a home next to public housing.

Safety continues to be a concern if this is approved. If a facility needs 24 hour off duty police patrolling, it is an acknowledgement of the increase in crime.

With a narrow, two lane road, leading into the park at De Leon and Marcena, a new development will negatively impact the amount of traffic going into the neighborhood, Additionally, the new housing development will increase the amount of cars parking on Mesa Hills and neighboring streets. This is a quiet neighborhood and a housing project will change things significantly.

Thank you for your time.

Jeff and Imelda Wall  
913 De Leon Dr.  
El Paso, TX 79912

(915)240-7110



**From:** [AOL Mail](#)  
**To:** [Naranjo, Juan C.](#); [District #8](#)  
**Cc:** [District #8](#)  
**Subject:** NO NO NO to zoning change near Bluff Canyon and South Mesa Hills  
**Date:** Wednesday, May 8, 2024 2:36:47 PM

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RE: Zoning Change Proposal  
Of  
Bluff Canyon and South Mesa Hill empty lot

VOTE NO, NO, NO, NO, NO!!!!

Two voting adults at 833 DeLeon Drive do NOT want a zoning change of the empty lot near Bluff Canyon and South Mesa Hills Drive,

Two voting adults absolutely do not want any steps to be taken that will result in apartments instead of the current residential zoning.

Two voting adults absolutely do not want apartments built that include low income housing tax credit apartments.

Patty Chamales  
833 DeLeon Drive

[Sent from the all new AOL app for iOS](#)



**From:** [Chris Mandell](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [District #8](#)  
**Subject:** Case PZRZ24-00002 Mesa Hills and Northwest of Sunland Park  
**Date:** Wednesday, May 8, 2024 5:02:21 PM

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My wife and I opposed the proposed subject zoning change. We have not seen or been given studies that should have been conducted regarding whether the area can take new housing. The past week El Paso Water was trying to clean the sewer mains because they were full. I fear that if this housing goes forward the strain on the water, sewer and electrical systems will be too great and negatively impact the neighborhood and future residents. Another study we need to see is the traffic study. There is currently a choke point at Mesa Hills and DeLeon. With a possible 250 vehicles this could also negatively impact the traffic conditions. Chris and Paige Mandell 6446 Belton



**From:** [Ken Schwartz](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [District #8](#)  
**Subject:** Case PZRZ24-00002 Mesa Hills and Northwest of Sunland Park  
**Date:** Thursday, May 9, 2024 9:26:03 AM

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We OPPOSE the proposed subject zoning change.

Our main concerns, which we feel were not adequately addressed at HOME's presentation on May 8, include the following:

**TRAFFIC:** Traffic impact was said to have been based on statistical averages "from a book" based on Mesa Hills Dr being a 4-lane road. This does not address the issue of tenants adding to the traffic bypassing Mesa/Sunland Park intersection by traveling down De Leon and across Marcena, increasing already high load on De Leon and increasing likelihood of accidents at the frequently-ignored Mesa Hills / Bluff Trail stop signs. Traffic moving in and out of the proposed complex will contribute to these issues independent of load on Mesa Hills Dr to Sunland Park Dr.

**CRIME:** Although HOME provides dedicated police for HOME properties, crime occurring in our neighborhood outside the property but committed by HOME tenants would not be addressed by HOME patrol units *as they occur*. We historically have had *very infrequent* patrol of our neighborhood and unless this changes, we can expect any HOME action only after the fact.

Whether these and other concerns actually come to pass remain to be seen, but we are not in favor of taking that risk.

Ken & Delia Schwartz  
690 Bluff Canyon Circle  
El Paso, TX 79912



**From:** [JC Smith](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Housing project bad idea  
**Date:** Saturday, May 11, 2024 6:58:43 PM

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**From:** [AOL](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Low income housing on Bluff Trail and Mesa Hillsa  
**Date:** Saturday, May 11, 2024 4:05:05 PM

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Why is the a large low income apartment complex after the freeway on Sunland Park behind Twin Peaks been empty for approximately 5 years pending renovations. There is also one on Hondo Pass? Why can't the city complete these areas instead of building on any other empty plot of lands?

[Sent from AOL on Android](#)



**From:** [G Mark](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Proposal for low income housing on Mesa Hills  
**Date:** Saturday, May 11, 2024 6:31:39 PM

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Mr. Naranjo,

I reside on Jebel Way and would like to include my voice with other concerned area residents regarding the proposed construction of a low-income housing complex. I believe this complex will negatively impact the surrounding neighborhoods, causing an increase in the crime rate and decrease in property values.

Thank you for your time and consideration,

Gary Mark  
6316 Jebel Way  
El Paso TX 79912  
(915) 740-9323



**From:** [Cleo Aor](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [District #8; lionel.orfao](#)  
**Subject:** Case PZRZ24-00002 Mesa Hills and Northwest of Sunland Park  
**Date:** Saturday, May 11, 2024 8:24:02 PM

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Mr. Naranjo,

Case PZRZ24-00002 Mesa Hills and Northwest of Sunland Park We Yazmin Orfao and Lionel Orfao oppose the proposed subject zoning change. Traffic its already more than enough in this area new stores are coming to this area, all the cars from upper Mesa Hills come through this here to either shop or take the I-10, it gets worse during the holidays and we see car accidents quite often in this intersection , this area in not suited for heavy traffic, personally we love our neighborhood as it is, we even invested doing an addition to our property this year as we just couldn't leave, but now this, it's been quite the rollercoaster of emotions we feel we waisted our savings in our house that soon will be close to this low income housing project we do not support. Our address is 685 Bluff Canyon Circle, El Paso Texas 79912.

We hope you can hear our concerns.  
Sincerely.

Yazmin Orfao



**From:** [cphourigan@yahoo.com](mailto:cphourigan@yahoo.com)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Bluff Trail Low Income Housing  
**Date:** Sunday, May 12, 2024 11:17:09 AM

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Dear Sir,

I am against the LOW INCOME housing at Bluff Trail. I am a property owner and DON'T want them in an area I have property. Not only will you hurt my property value but you will ruin my neighborhood of single family homes. Yes, they are nice when they are new but people don't take care of things. After a while they become run down, torn up, and an eye sore.

Please let the City know I am against LOW INCOME housing and vote against it  
!!!!!!!!!!!!!!!

Thank you,

Chris Hourigan  
915-494-3929



**From:** [Alma Oaxaca](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Fw: No to housing on Mesa Hills79912  
**Date:** Sunday, May 12, 2024 1:25:46 PM

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Dear Mr. Naranjo,

I am a Realtor and know the negative impact public low income housing has on nearby neighborhoods. This new project would devastate our middle to lower middle class neighborhood at Coronado Hills and Bluff Canyon bringing in crime in very close proximity to our predominantly elderly residents. We have been living peacefully for over 45 years at this neighborhood walking without incident in our 2 little parks at 5:00 AM. Putnam elementary would also be negatively impacted as it is already over crowded, we have our share of HUD residents at nearby lower priced apartments by Putnam. The Machuca gangs were bad enough and they had a negative impact back in the day when Morehead Middle School was operational and Machuca public housing was open. The Machuca apartments are a good mile to a mile and a half from our neighborhoods yet they still had the opportunity to harass our children attending Morehead.

I understand that there is a need for housing and it is sad as many of the public housing residents are repeat generational residents with very few able to break away from the cycle of poverty, crime and reliance on government aid. I see nothing positive about this proposal. After all, us little, hardworking people are the ones hit hardest from all sides with property taxes and income taxes, we are the ones supporting public servants who propose these ridiculous housing projects close to law abiding communities. We are also the largest taxpayer population supporting people on welfare, we know the negative impact of property values dropping and a significant rise in crime where these communities are located in the proximity of regular income bracket homes. It is a phenomenon occurring all over our country.

Please, do not pass this housing ordinance at Mesa Hills 79912. There are loads of empty lots on Doniphan and or remodel the abandoned Machuca Housing units instead of placing the burden on us tax paying residents of Coronado Hills and Bluff Canyon. We bear the brunt of supporting people who use and abuse the system and now you wish for us to also be burdened with all the bad that comes along with public housing? Please have mercy on us.

My husband and I vehemently oppose this project.

Alma and Alfonso Oaxaca

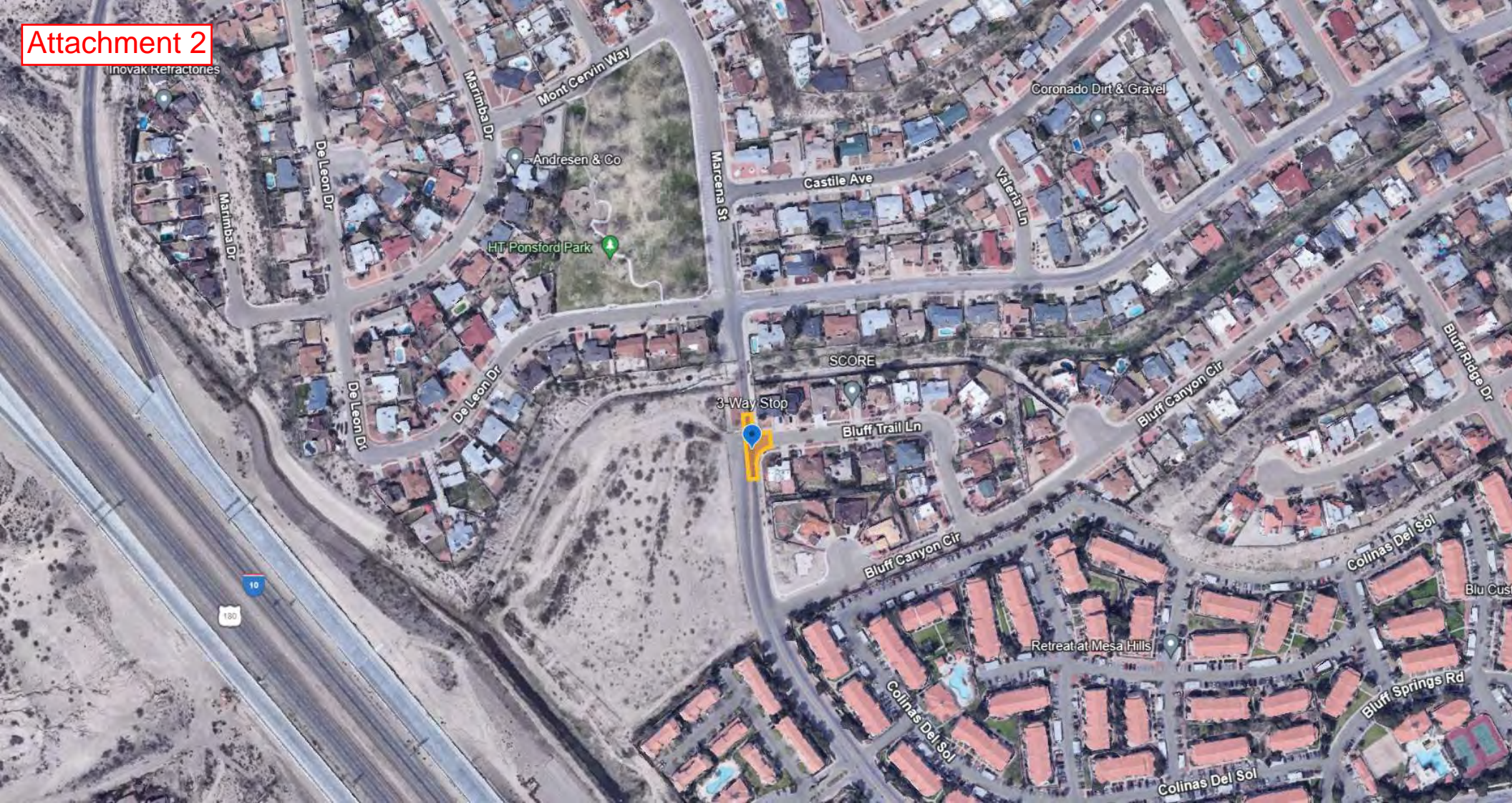
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## Attachment 2









**From:** [Jose Nunez](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [District #8](#)  
**Subject:** Fwd: Objection - Case No. PZRZ24-00002, Rezoning of Lot 3, Block 1, Coronado del Sol  
**Date:** Monday, April 15, 2024 8:11:19 PM  
**Attachments:** [Attachments - Email to JC Naranjo, dated April 15, 2024.pdf](#)

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Subject: Objection - Case No. PZRZ24-00002, Rezoning of Lot 3, Block 1, Coronado del Sol

Case Manager Juan C. Naranjo:

I am in receipt of the notification letter dated April 05, 2024, regarding your request for the City Plan Commission (CPC) to consider and approve subject case number. After review of the limited amount of information made available by our respective neighbors, my wife (Alma S. Nunez) and I, who reside at 6217 Bluff Trail Ln, strongly oppose such a rezoning request for the following, but not limited, reasons as outlined below:

1. The associated traffic study should also analyze the negative impacts on De Leon Street as a result of the additional traffic generated by the proposed development project; refer to Attachment 1 for the existing traffic flow pattern to either North Mesa Street and/or South Mesa Hills Dr. Assuming that each of the 104 new apartment residents have the maximum two (2) vehicles per household would yield an additional 208 vehicles that both De Leon Street and South Mesa Hills would have to accommodate. As you are aware, De Leon Street is a residential street and not designed to handle such a high volume of traffic. The amount of traffic on De Leon Street has increased exponentially since the connection of Mesa Hills to Marcena in the 90s. The residents of De Leon Street should not be expected to handle more. Regardless of the proposed development, speed bumps should be considered for this street between the houses with the addresses of 760 and 736 De Leon Street.
2. Currently, there is a three (3) way stop on the corner of South Mesa Hills and Bluff Trail Ln; refer to Attachment 2. Unfortunately, a good number of drivers traveling from either South Mesa Hills and Marcena refuse to stop. I personally had a few near misses with drivers who run the stop sign(s). The additional traffic generated by the proposed development project will only make matters worse. This safety issue should also be analyzed as part of the study(ies) conducted.
3. Medano Heights Apartments have been labeled as the "model" of all affordable multi-family housing. During our visit to this complex last week, my wife and I noticed several vehicles parked along Picacho Hills Court even though sufficient parking was available within the limits of the complex; refer to Attachment 3. The reason(s) behind this is irrelevant. What is important to make note of is that the same should be expected for the proposed development project. The apartment residents will be parking along South Mesa Hills, Bluff Trail Ln and/or Bluff Canyon. This is unacceptable and should not be allowed. One of the residents of



Medano Heights shared with us that even though the facilities offered by the complex were nice they still locked themselves after a certain hour because of safety concerns.

4. We fear that crime in our neighborhood will also increase as a result of the proposed development project. Last year, there was a driveby shooting at one of the Section 8 houses on our block. Policemen on the scene counted over fifty (50) shell casings from a large caliber automatic assault rifle. This same house was later raided by federal agents for housing undocumented migrants. We don't want to experience that again or anything similar.

I am planning to present my concerns and others to the CFC during Thursday's meeting for their consideration. If you have any questions, please call me at either (915) 637-4338 or via email [janunez1963@gmail.com](mailto:janunez1963@gmail.com). Thanks and have a nice evening.

Jose A. Nunez, P.E.



**From:** [Michael Zarate](#)  
**To:** [District #8: Naranjo, Juan C.](#)  
**Subject:** case PZRZ24-00002 Mesa Hills  
**Date:** Wednesday, May 8, 2024 3:54:31 PM

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Dear Mr. Naranjo:

I am writing to voice my displeasure at the idea of the rezoning on Mesa Hills near Bluff Canyon. When I bought my house, I made careful observations about the surrounding area so that I could have a nice retirement nest egg for later on. As you are well aware, housing values and safety are predicted by the surrounding properties. It is a fair expectation that my city will make efforts to maintain the living conditions of their neighborhoods and to respect the will of the voters. High density low-income housing right next door to established neighborhoods predicts crime. Low income does not predict crime. Income disparities do, and that is the situation you are producing. I have real fears that my housing value will go down and that our neighborhood will soon look like other neighborhoods once these housing projects have been built. If low income housing must be built there, zone it for home ownership of duplex homes. Owners take care of their properties.

I want to stress. This is not an issue that will go away with the news cycle. Nope. People live here and we will be dealing with this through the next voting cycle and people will be more than happy to work against the city and our "representative" to see him out of office.

Thank you.

Michael Zarate  
678 Bluff Canyon Circle



**From:** [Barbara Vaughn](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Adding Low Income Housing Apts. on Mesa Hills  
**Date:** Monday, May 13, 2024 8:13:43 AM

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Please add my name and my husbands name to the list that are AGAINST adding low income housing Apts. on Mesa Hills:

Larry Vaughn

Barbara Vaughn



**From:** [C. Bachhuber](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Opposition to Rezoning / Housing Project - South Mesa Hills  
**Date:** Friday, May 10, 2024 9:31:56 PM

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Good Evening,

I am writing to voice my strong opposition to the proposed rezoning/affordable housing project on South Mesa Hills Drive. As a long-time resident of the Retreat at Mesa Hills and a law enforcement officer, I am concerned about the increased traffic and crime that are likely to occur should the project be approved. The neighborhood has always been quiet and relatively crime-free and I don't want to see that change. While affordable housing is important, there are many other sites in El Paso that would be more appropriate for that type of development; particularly the site of the existing housing that is being demolished near Paisano Drive and Eucalyptus Street. Thank you for your consideration.

Respectfully,

Charles Bachhuber  
El Paso, Texas



**From:** [Silva, Thiago](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Opposing to ReZoning proposal. Case Number PZRZ24-00002  
**Date:** Monday, May 13, 2024 11:38:20 AM

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**Mr. Naranjo.**

**My name is Thiago Silva and I reside a few feet away from this empty lot next to the Retreat Apartments on Mesa Hills where HOME is proposing rezoning so they can build yet another low income apartment complex. I am writing to express my strong opposition to this case # PZRZ24-00002, some of my points are listed below:**

The Macena Drainage is already under stress, adding 104 units to the area will probably put it into a breaking point. We want a study on the current drainage problems in the area and what this project will do to it.

We request a full environmental study to learn what impacts this will have on Wakeem/Teschner National Preserve.

We believe our property values will go down.

We perceive this will bring an increase in crime to our neighborhood. Why then would similar HOME complexes have a heavy and continuous patrol presence? Can the City cite any report by EPPD that shows correlation of crime in and around similar HOME properties? Is there such a study already done? Or maybe just a number of police calls placed from these properties?

The traffic will significantly increase and our quiet neighborhood will be negatively affected. We simply don't want this extra influx of traffic into our neighborhood.

We feel the City has not done the Due Process necessary for this rezoning project. It lacks transparency and to me it just seems that whatever HOME asks from you, you just go ahead and give it to them.

Thank you

Thiago Silva  
736 Bluff Canyon Circle, 79912



**From:** [Louis Lopez](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [Rosie; rubio.lionel01@yahoo.com](#)  
**Subject:** PZRZ24-0002 / Opposition to Re-zoning  
**Date:** Saturday, April 13, 2024 12:07:32 AM

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GREETINGS MR. NARANJO,

I am writing to inform you that my wife and I oppose the re-zoning of the vacant space listed in case PZRZ24-0002 from residential to apartment.

We also **oppose** the building of the Low-Income Housing Projects in the vacant space.

We currently have over 100 residents from the Bluff Canyon Neighborhood and the De Leon Dr. areas all the way up to Camille Street who oppose this building.

I have emailed our city representative Chris Canales to no avail.

We are having a neighborhood meeting on Sunday, April 14 at 4pm at Ponsford Park. You are invited to attend. All of the neighbors we have spoke to oppose this “development.”

Questions: 1) I called the number several times on the sign posted on the property and have received no response. 2) We do not understand why or how the city has the resources to build a new “Low-Income” Housing Project when the Housing Authority has not finished the Machuca “Low-Income” Housing Project across IH-10? The Machuca Projects have been unfinished for over a year. The entrance is fenced closed.

In addition, 3) we feel the 300 ft. notification requirement has not been met. Many of the houses on De Leon Dr. did not receive notice. The same is true for the houses in the Bluff Canyon areas.

4) Your summary report states that as of April 11, 2024, there have only been 5 calls and one email in opposition. There are so many more — I will be forwarding our petitions in opposition by Sunday evening, April 14, 2024.

5) The posting from April 5 to 12, (7 days) is not enough time to challenge your report’s findings.

I remain

Your Most Humble and Obedient Servant,



LOUIS ELIAS LOPEZ, JR.  
Attorney at Law  
416 N. Stanton, Suite 400  
El Paso, TX 79901  
Telephone (915) 543-9800  
Facsimile (915) 543-9804  
e-mail: llopez@lelopezlaw.com

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by the Texas Board of Legal Specialization  
State Bar of Texas

Super Lawyers (Texas Monthly Magazine) 2014, 2015,  
2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024.

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**From:** [mike kirkpatrick](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [District #8](#)  
**Subject:** Case PZR24-00002 Mesa Hills and Northwest of Sunland Park  
**Date:** Monday, May 13, 2024 3:46:29 PM

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Case PZR24-00002 Mesa Hills and Northwest of Sunland Park

I oppose the proposed zoning change.

Michael Kirkpatrick

754 Castile Ave

[Sent from Yahoo Mail for iPhone](#)



**From:** [NOEMI ENCINA](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Case PZRZ24-00002 Mesa Hills and NW of Sunland Park  
**Date:** Tuesday, May 14, 2024 9:52:12 AM

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Good morning-

My family owns a residential property at 570 Bluff Canyon Circle El Paso Tx 79912. Please accept this as documentation of our position AGAINST the plan to rezone to A-3 to build a complex owned by the Housing Authority.

Thank you,  
Noemi Encina c/o Sylvia L Encina  
[Noemi.encina@yahoo.com](mailto:Noemi.encina@yahoo.com)  
[Sylvia0848@yahoo.com](mailto:Sylvia0848@yahoo.com)  
915-253-2403  
Sent from my iPhone



**From:** [Louis Lopez](#)  
**To:** [Naranjo, Juan C.](#); [Mayor](#)  
**Cc:** [District #8](#); [Rodriguez, Nina A.](#); [Rosie](#)  
**Subject:** Coronado del Sol Project Additional Petitions 163 signatures  
**Date:** Tuesday, May 14, 2024 9:50:46 AM  
**Attachments:** [Scan May 14, 2024.pdf](#)

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Good morning Mr. Naranjo,

The neighborhood now has 463 residents who oppose the HOME project being built on Coronado del Sol / Mesa Hills.

Attached are 19 additional pages containing 163 signatures of residents who oppose the building of the Housing Project on the Coronado del Sol-Mesa Hills area. This brings the total number of residents to 463.

Can you please include these additional 163 signatures to the 300 we already submitted.

Thank you.

I remain

Your Most Humble and Obedient Servant,

LOUIS ELIAS LOPEZ, JR.  
Attorney at Law  
416 N. Stanton, Suite 400  
El Paso, TX 79901  
Telephone (915) 543-9800  
Facsimile (915) 543-9804  
e-mail: [llopez@lelopezlaw.com](mailto:llopez@lelopezlaw.com)



Licensed in Texas and New Mexico

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Appellate Law

by the Texas Board of Legal Specialization  
State Bar of Texas

Super Lawyers (Texas Monthly Magazine) 2014, 2015,  
2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024.

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THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDER ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NE

PUBLIC HEARING DATE MAY 16<sup>TH</sup> TIME 1:30 PM LOCATION City Hall CASE MANAGER & PHONE Juan Carlos Naranjo, (915) 2

6 remaining houses who received 3001st notice on De Leon Dr.

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Maura Colata	804 DE LEON DR.		915-581-6437
2				
3	Kenneth Ditz	808 DE LEON DR.		(915) 204-0504
4				
5		816 DE LEON DR.		815 258 9762
6				
7	Joe Davis	824 DE LEON DR.		(915) 241-5902
8				
9	7419 De Leon	832 DE LEON DR.		(915) 2667-2367
10				
11				
12				
13	Esid	836 DE LEON DR.		(915) 740-5873



THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

**PUBLIC HEARING DATE** Thursday, April 18, 2024  
**TIME** 1:30 PM  
**LOCATION** City Hall  
**CASE MANAGER & PHONE NUMBER** Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Yaelin Yaguir Ortiz	635 Bluff Canyon El Paso TX 79912	yaguir.yaelin@yahoo.com	812-396-8398
2	Robert Barragan	732 Somerset 79912		915 533 9923
3	Steve Rogers	754 Somerset		915 (915) 422-1260
4				
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Ref: 9/15 630-3943

THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

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Thursday, April 18, 2024      1:30 PM      City Hall      Juan Carlos Narraño, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Reve Atkinson Jr.	582 Bluff Canyon Ln 582 Bluff Canyon Cir	REVEATKINSON.TN@YAHOO.COM mrsatmole@gmail.com	(956) 434-3016 915-373-7397
2	Michelle Atkinson	642 Bluff Canyon Cir	cu.kamrhz22003@Yahoo.com	215-533-1333 (315) 826-7804
3	Erin Atkinson	642 Bluff Canyon Cir	eva.kamrhz22003@Yahoo.com	(315) 826-7804
4	Rafael Vega, Jr.	6212 Bluff Trail Ln.	RAFAELVEGA601400	(915) 808-2522
5	Melissa Ramey	828 Marimba	mramey98@gmail.com	915-494-3872
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NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Denise S. Hernandez	6208 Monarch Dr. El Paso 79912	Denise@dsh-paralegal.com	(915) 494-7574
2	Michael Hernandez	6208 Monarch Dr.	m.hernandez1022@yahoo.com	(915) 494-7558
3	Miguel Hernandez	6208 Monarch Dr.	michaelh1022@gmail.com	(915) 218-0991
4	Miguel Hernandez	724 Delon Dr.		(915) 525-5282
5	M.J. Morales	712 De Leon		915 581-5042
6	Tomás (Tomás) Morales	205 Cammie	utlestop@yahoo.com	915 8330880
7	Mayelin Cordero	6204 Monarch	tosla210@gmail.com	915-588-6083
8	Jorgeina Lagarde	6212 Monarch		(915) 373-1571
9	Oscar La Zalde	6213 Monarch		(915) 202-4373
10	Ben Ibarra	6213 Monarch Dr.	benibarra@yahoo.com	(915) 355-6579



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Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	RAYMUNDO DIPASUPIL JR	691 BLUFF CANYON CIR.	mindajun@gmail.com	915-549-6318
2	LIZVIMINDA DIPASUPIL	691 BLUFF CANYON CIR.	mindajun@gmail.com	915-549-9333
3	Ivan A. Garcia	736 Somerset	gaivals@yahoo.com	915-760-9503
4	Enila Garcia	736 Somerset Dr	akuregarcia736@yahoo.com	915-2607317
5	Jaclyn Jacques	709 Somerset Dr	ces-soto@yahoo.com	915-543-0958
6	Salvador Gonzalez	709 Somerset Dr	Sal@clover-ep.com	915-491-6514

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NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Remelia Lopez	400 Francisco	pichardlopez@aol.com	(915) 471-3077
2	Melissa Cress-Gonzalez	613 Bruce Canyon Cir	mech.gonzalez@comcast.net	915-841-3136
3	JIM MULLIGAN III	4232 Palo Alto	AA3THOU@Aol.com	915-238-7603
4	Christine <del>Orona</del> Orona	348 Clairmont		
5	Martina Heltz	6216 Bluff Trail Ln	shemurrelle@gmail.com	(915) 999-5694
6	Michelle de Lara	6216 Bluff Trail Ln	Shemichelle@gmail.com	(915) 850-5694
7	John Macias	657 Bluff Canyon Cir	Jmacias2011@SBCGlobal.net	915-888-0507
8	GABRIEL GONZALEZ	7427 MULE TEAM DR	GABRIELGONZALEZ@AOL.COM	(915) 479-7879
9	AURELIA MATA	60337 Bluff Trail	aureliant@yahoo.com	915 474-7937



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NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Rosa M.O. Thorpe	473 Bluff Canyon	rosamothorpe@gmail.com	915-433-9079
2				
3				
4	Jennifer A. Ayala	785 Bluff Canyon Cir		915-355-1530
5	Rosa D. Millan	781 Bluff Canyon	epgmony@aol.com	915-227-6170
6	Rosa D. Millan	670 Bluff Canyon	epgmony@aol.com	915-227-6170
7	Rosa D. Millan	686 Bluff Canyon	epgmony@aol.com	915-227-6170
8	Rosa D. Millan	688 Bluff Canyon	epgmony@aol.com	915-227-6170
9	Rosa D. Millan	578 Bluff Canyon	epgmony@aol.com	915-227-6170
10	SUSANA LOREITZEN	4229 Bluff Trail	lorenziten@susana.com	(915) 355-0526
11	Andrew Vega	6212 Bluff Trail	Andrew71310@gmail.com	915-315-1134
12				
13				



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NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	J Rodriguez	405 FRANCISCO		915-584-4734
2	M. SONDRA	412 Francisco		915-538-9225
3	Manuela Alcala	413 Francisco		915-841-4816
4	Oralia U Loya	434 Francisco		915-920-5768
5	Juho Rodriguez	405 Francisco		915-420-4336
6	Samuel Funes	455 Francisco		(915) 555-1222
7	Alto Grevell	441 Francisco		915-219-1283
8	Hilgale River	437 Francisco Ave		915-231-0417
9	Norma Pena	417 Francisco Ave		915-5876871
10	Alexandra Ayala	409 Francisco Ave		915-355-1559
11	Juli Gutierrez	404 Francisco Ave		915-422-8229
12				
13				



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Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Agueda N. Camacho	6759 Fiesta Dr.		(915) 630-7993 *
2	Monica Leos Muecke	6760 Fiesta Dr.		(915) 373-0722 *
3	Ratrick Leos Muecke	6760 Fiesta Dr.		915-497-0122 *
4	Ratrick Leos Muecke	6775 Fiesta Dr.		915-691-8166 *
5	Jocelyne Block	6775 Fiesta Dr.		915-493-9289 *
6	Randy Taylor	632 Castle Hill		915-478-1918 *
7	Ryan D. BAE	637 Castle Hill		915-873-6295
8	William Corbales	637 Castle Hill		
9	Gregorio J. Elinora Mataga	729 Castle Hill		
10	Carlos J. Gilbert	729 Castle Hill		915-781-8160
11	Amada Juarez	740 Castle Ave		(915) 777-2156
12	Leticia Osegueira	740 Castle Ave		(915) 999-5645
13	Ernesto Vazquez	740 Castle Ave		



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**CASE MANAGER & PHONE NUMBER** Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Leticia G. Mc Osegura	433 Francisco Ave.		915. 990 9770
2	Miriam Osegura.	433 Francisco Ave.		915 777 2157
3	Laura Monica Castillo	475 Castle Ave		915 694-6496
4	Betha Usher	749 Castle Ave		915-474-0791
5	Jose Luis Sierra	749 Castle Ave		915-487-0055
6	Alex Bascón	746 Castle Ave		915-845-5269
7	Jurgen B. Buser	712 Castle Ave		915 667 5232
8	Richard English	6336 Monmouth		915 777 2525
9	Maximo Canino	767 Castle Ave		915 867 8921
10	Isabella Canino	767 Castle Ave		915 503 6969
11	Adriana Perez	6336 Monmouth		915 667 5232
12	Luz Maria Cruz	6336 Monmouth		915 479 0762
13	Kingslyne Sendel	713 Castle		915 433-3069



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 CASE MANAGER & PHONE NUMBER: Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Genaro Cedillos	748 Somerset	genarocedillos@gmail.com	(915) 443-2771
2	Robert Laird	740 Somerset	rlaird1448@aol.com	915 588-9775
3	Ryle Laird	740 Somerset	rlaird@live.com	915 588 5160
4	Bertha Laird	740 Somerset	Bertha740@aol.com	915 588 8073
5	Robt Barragan	732 Somerset		915 533 9425
6	Bonnie Lu	6376 monarch Dr.	bonnie1511@gmail.com	915.637.7960
7	Danna Cedure-Lu	6376 monarch Dr.	dannacedurelu@gmail.com	915 637 7960
8	Maité Ordaneta	6376 monarch Dr.	maitéordaneta@gmail.com	915 637 7960
9	Milagros Parks	753 Somerset	melbopper60@gmail.com	915 920 9393
10	Maria Medley "Tina"	753 Somerset	tinamedley@live.com	915 600 818
11	David Cobos	753 Somerset	mr.d.cobos@gmail.com	915 490 8178
12	Junelle Echlin	745 Somerset	echlin518@aol.com	(915) 584-8074
13	Chunshu Chen	741 Somerset	chunshuchen@shoqobal.net	
14	Pranab Jaisan	741 Somerset		



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Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604	
NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Margaret R. Stettin	317 Granada		
2	Patricia Soto	317 Granada		
3	Rosie Tarrin	204 Granada		915-494-4405
4	Adrian Tarrin	204 Granada		915-525-0720
5	Long, Elizabeth	765 Somerset Dr		915-204-0038
6	Marta Rodriguez	761 Somerset Dr.		915-383-7805
7	Walter S. Rodriguez	638 Bluff Canyon		915-203-1053
8	Araceli Moran	725 Somerset		
9	Emi Mariano	733 Somerset		915-241-5061
10	Mickell Mariano	733 Somerset		915-204-3259
11	Desiree Mariano	733 Somerset		915-291-7584
12	Suley Gutierrez	1008 Fandango Pl		915-315-8458
13	Juliana Hernandez	6028 Fandango Pl		(915)-503-7090



THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

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Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Kuz M. Stephan	604 Somerset	lnstep239@gmail.com	915 549-6259
2	POA Stephan	604 Somerset	dstephan@coche.net	915-833-4767 588-0200

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THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

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Thursday, April 18, 2024

**TIME**

1:30 PM

**LOCATION**

City Hall

**CASE MANAGER & PHONE NUMBER**

Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Valerie Johns	652 Bluff Canyon Ln	vallybluff@hotmail.com	(915) 274-9631
2	C. P. Horvath	6308 Bluff Trail	CPHORVATH@yahoo.com	(915) 494-3829
3	Miguel Reyes	573 Bluff Canyon	Miguel-Reyes@stglobal.net	915-487-3219
4	Mary Jean Reyes	573 Bluff Canyon	mjeannice@stglobal.net	915-497-3219
5	Virginia De Guinanes	675 Castle Ave.	claudia.gabriel91@hotmail.com	915-525-1708
6	Manuel Guinanes	675 Castle Ave.	claudia.gabriel91@hotmail.com	915-525-1708
7	Heidi Chapa	812 De Leon Dr.	carlosept4915@gmail.com	(915) 540-1758
8	Carlos Herrera	826 Marimber	ili.vetarina@gmail.com	(915) 240-0090
9	Iliona Tortorjian	6220 Bluff View Pl		915-263-1149
10	Francis Alvas	6220 Bluff View Pl		
11	Rogelio Casanoves	415 S. Mesa Hills Drive	rogelocasnovas1@outlook.com	(210) 548-0571
12	Niracle Escobedo	776 Somerset Dr	gresc3@yahoo.com	915 801-5370
13	Luis A. Escobedo	776 Somerset Dr	arcadbalae@yahoo.com	915 274-9488



THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER	
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604	
NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Dorothy Miranda	217 Espana Ln	-	915-585-3343
2	Barbela Sill	401 De Soto Ave		915-833-8165
3	Karen Sanchez	205 Cavities. 7912	tsf	915-355-8165
4	JEFF McKinley	400 De Soto		915-740-9817
5	Sandra Salcido	400 De Soto		915 833-0896
6	Patricia Buben	221 Copeland		915. 588. 3214
7	STEVE LAMASER	220 ESPANA		915-373-6970
				915-471-7588



THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

**PUBLIC HEARING DATE** Thursday, April 18, 2024 **TIME** 1:30 PM **LOCATION** City Hall **CASE MANAGER & PHONE NUMBER** Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Adriana Aguilar	801 Somerset Dr 79912	afaguilar2@gmail.com	915 497 6897
2	Patsy Ayala	785 Bluff Ln 79912		915 867-1111
3	Tania Herrera	6204 Bluff Trail 79912		915 412 9426

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THE CITY OF EL PASO IS PROPOSING TO REZONE THE EMPTY LOT ON MESA HILLS AND BLUFF TRAIL FROM R3/R5 TO A3/A5 SO THAT THE EL PASO HOUSING AUTHORITY CAN BUILD PUBLIC HOUSING. THE UNDERSIGNED ARE ADAMANTLY OPPOSED TO THE REZONING AND PROPOSED PUBLIC HOUSING PROJECT IN OUR NEIGHBORHOOD.

PUBLIC HEARING DATE	TIME	LOCATION	CASE MANAGER & PHONE NUMBER
Thursday, April 18, 2024	1:30 PM	City Hall	Juan Carlos Naranjo, (915) 212-1604

NO	NAME	ADDRESS	EMAIL	PHONE NUMBER
1	Luz B. Acuna Rodriguez	800 H Street	luzb@cityofel Paso.com	(915) 309-9427
2	Raelson Rodriguez	800 H Street	leo_r76@cityofel Paso.com	(915) 433-7479
3				
4				
5				
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13				







Name	Address	Phone #
Ullas A. Devani	6744 Fiesta Dr. El Paso, TX.	79912 (915) 274-2232
Barbara Lambrecht	6776 Fiesta Dr. El Paso, TX	79912 915 433-6451
Curtally Peralta	6748 Fiesta Dr. EL Paso, TX	79912 915-830-9920
Silvia Hauger	6752 Quake Dr. EL Paso, TX	79912 915-526-6447
Jesse S. Lopez	6755 Fiesta El Paso, TX	79912 915-269-6328
Alvaro Rodriguez	6756 Fiesta Dr. El Paso, TX	79912 575 964 4121
Andres Rodriguez	6756 Fiesta Dr. El Paso, TX	79912 (602) 695-5964
Aria Lopez	6755 Fiesta Dr. El Paso, TX	79912 (915) 526-8431
<del>Sally Devani</del>	6755 Fiesta Dr. El Paso, TX	79912 490/5200



**From:** [rmt3500](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Rezoning of property located at Mesa Hills and Bluff Trail  
**Date:** Sunday, April 14, 2024 12:51:23 PM

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Mr. Naranjo,

I am very disappointed to learn that only certain people in this area received a letter informing them of the proposed rezoning of this area for public housing. I'm very fortunate to have good neighbors or I would not have known about this. This will have an impact on all of us in this area not just the surrounding houses.

According to KVIA 7, who reported on this on Friday, the Housing Authority is claiming that this will not decrease the value of our homes and will not increase traffic. If this facility was built and if I try to sell my home, I seriously doubt any buyers are going to say, "Yes, let me buy a home next to low income housing". However many units they plan to build, there will be that many people moving to this area, how can that not increase traffic?

I seriously doubt that the people who are proposing this live next to or near low incoming housing. How would you feel if a facility like this was built close to where you live?

I am very disappointed in the city. I highly protest the building of this facility in my area.

Respectfully,

Rosa M. Torres



**From:** [Desirae Manzanares](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [Rodriguez, Nina A.](#); [Lloyd S Miller](#)  
**Subject:** RE: PZRZ24-00002 Mesa Hills and NW of Sundland Park - CPC Meeting  
**Date:** Tuesday, May 14, 2024 10:53:13 AM  
**Attachments:** [image004.png](#)  
[image001.png](#)

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Good afternoon, Mr. Naranjo:

I am very concerned about the way this information was handled.

Yesterday you spoke to 2 of my neighbors and told them directly that this meeting was pushed back 4 weeks. Many of our neighbors took off work to be there for the meeting that initially was supposed to be Thursday.

Due to the misinformation given out many people cancelled their time off and now cannot take it off.

I am not sure why this is a consistent city issue- you guys set agenda items and dates and ALWAYS push them.

You, once again, are not putting your constituents first. We have not received any studies on low income housing and its affects on El Paso neighborhood. You gave out incorrect information about the meeting being cancelled and only corrected it 2 days in advance.

I do hope you will be at the meeting to respond to all of our concerns. See you on Thursday.







**From:** Naranjo, Juan C. <NaranjoJC@elpasotexas.gov>  
**Sent:** Tuesday, May 14, 2024 9:57 AM  
**To:** Desirae Manzanares <dmanzanares@ephcc.org>  
**Cc:** Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>  
**Subject:** PZRZ24-00002 Mesa Hills and NW of Sundland Park - CPC Meeting

Hello,

Thank you for your interest in this case. This item will be presented on **5/16/2024 City Plan Commission (CPC) hearing**. Please do not hesitate to contact me if you have any doubt.

Thank you,

**JC Naranjo** | Planner

O: 915.212.1604 |

A: 811 Texas Ave. El Paso, TX 79901

E: [naranjojc@elpasotexas.gov](mailto:naranjojc@elpasotexas.gov)

[ElPasoTexas.gov](http://ElPasoTexas.gov) | [Take Our Survey](#)





**From:** [Shawn A. Spencer](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Mesa Hills #2 Rezoning  
**Date:** Tuesday, May 14, 2024 4:16:32 PM

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Mr Naranjo, I am disgusted that city hall is considering putting subsidized housing in the Mesa Hills neighborhood next to the Retreat apartments.

I made significant sacrifices in my life to afford to live in such a neighborhood. It pisses me off that someone who has not made the same sacrifices can just move in and receive all the benefits that I worked so hard for.

Development here will stimulate more urban sprawl. Twenty houses could fit in the same area as this complex. Now these same twenty families will be forced to build elsewhere, where there are not any subsidized housing!

As well, the policies of the HOME organization do not match the practice they claim. They are NOT kicking single mothers out for felonies committed by individuals in their unit. This is just something they tell everyone that they do. The reality is that crime will go up because of these units.

Additionally, HOME needs to better monitor the individuals who live in the units. At Medrano, there are NUMEROUS cars that are parked right outside the establishment because they are not allowed to park there. In short, these are people who abuse the system. Clean these users out before building new subsidized housing!

Sincerely,

Shawn Spencer

612 Bluff Canyon Cir



**From:** [C.B](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [District #8](#)  
**Subject:** Case PZRZ24-00002 Mesa Hills and Northwest of Sunland Park  
**Date:** Tuesday, May 14, 2024 7:00:27 PM

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Mr. Naranjo,

I oppose the proposed subject zoning change.

Christa Bringas  
6205 Monarch Dr  
El Paso TX, 79912



**From:** [Rowena](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [District #8](#)  
**Subject:** Case PZRZ24-00002 Mesa Hills and Northwest of Sunland Park  
**Date:** Tuesday, May 14, 2024 10:48:08 PM

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To Whom It May Concern:

I oppose the proposed subject zoning change.

Rowena P. Dipasupil  
691 Bluff Canyon Circle, El Paso, Texas 79912



**From:** [MindaJun Dipasupil](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [District #8](#)  
**Subject:** Case PZRZ24-00002 Mesa Hills and Northwest of Sunland Park  
**Date:** Tuesday, May 14, 2024 10:54:08 PM

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To Whom It May Concern:

We oppose the proposed subject zoning change.

Raymundo and Minda Dipasupil  
691 Bluff Canyon Circle, El Paso, Texas 79912



**From:** [Cecelia Duran](#)  
**To:** [Ramirez, Elsa](#); [SmithW@elpasotexas.gov](mailto:SmithW@elpasotexas.gov); [Naranjo, Juan C.](#)  
**Cc:** [District #8](#)  
**Subject:** Proposed Housing Project on South Mesa Hills (Case PZRZ 24-00002) Mesa Hills and Northwest of Sunland Park Drive)  
**Date:** Wednesday, May 15, 2024 9:09:09 AM

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*I am writing to express my strong opposition to the proposed housing development in our neighborhood. While I understand the need for affordable housing in our city, I believe that this project would have a detrimental impact on our neighborhood.*

*First and foremost, the proposed development is simply too large for our area. The increase in population density would put a strain on our already overburdened infrastructure, leading to increased traffic congestion, noise pollution, and strain on our public services. Additionally, the construction of this project would result in significant environmental damage, destroying natural habitats and putting wildlife at risk.*

*Furthermore, the type of housing being proposed is simply not in keeping with the character of our neighborhood. This development would bring in a large number of residents, which could lead to increased crime rates and other negative social effects. It would also drastically alter the aesthetic of our area, replacing the existing greenery and open spaces with a monolithic, high-density housing complex.*

*Finally, I am deeply concerned about the impact this development would have on property values in the surrounding area. The influx of residents could result in a decline in property values, making it difficult for current residents to sell their homes and move elsewhere.*

*In conclusion, I strongly urge you to reconsider this proposed housing development. While I recognize the need for affordable housing, I believe that this project is simply not the right fit for our neighborhood.*

***I would like to be included in the zoning report (Case PZRZ 24-00002) Mesa Hills and***



***Northwest of Sunland Park Drive)***

*Thank you for your attention to this matter.*

*Sincerely,*

**Cecelia A. Duran**

**Cecelia Duran | Senior Commercial Loan Specialist**  
**WestStar** | 601 N. Mesa St., Suite 1100 | El Paso, TX 79901  
p: (915) 747-4924 | f: (915) 532-4932  
[Cecelia.Duran@weststarbank.com](mailto:Cecelia.Duran@weststarbank.com) | [weststarbank.com](http://weststarbank.com)



**From:** [Ricardo Gonzalez](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Opposition to project #PZRZ24-00002  
**Date:** Wednesday, May 15, 2024 9:24:51 AM

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I am sending this email to voice my opposition to the proposed housing project #PZRZ24-00002 on Mesa hills and bluff trail. As a resident of the adjacent neighborhood it causes many problems that were outlined by the neighborhood committee. As our representative I hope you choose to not support the proposal for the housing project.

Ricardo Gonzalez  
805 somerset  
79912



**From:** [Delia Fernandez](#)  
**To:** [Naranjo, Juan C.](#); [jc@elpasotexas.gov](mailto:jc@elpasotexas.gov)  
**Cc:** [deliaz@hotmail.com](mailto:deliaz@hotmail.com)  
**Subject:** Case:PRZ24-00002- OPPOSING Mesa Hills and Northwest of Sunland Park  
**Date:** Wednesday, May 15, 2024 10:32:44 AM

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Good Morning,  
My name is Delia Fernandez. I am a homeowner that undoubtedly opposes this project. I grew up in this neighborhood and I brought up my daughters here as well. It is unacceptable wanting to rezone this area. I am making my voice heard.  
If you have any questions regarding my stand please let me know at 915-9994690.  
Delia Fernandez



**From:** [Rocio Ramirez](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** Case PZRZ24-00002  
**Date:** Wednesday, May 15, 2024 11:29:20 AM

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Good morning Mr. Naranjo,

My name is Rocio Ramirez. I am a resident of the mesa hills community. I live in 805 somerset dr. I moved into this neighborhood in 2023. I fell in love with the neighborhood, the parks, the residents and most importantly the privacy of this community. My fiancée and myself both lived in big cities such as New York, Washington DC, Baltimore, and Houston. When we first moved to El Paso we craved to find a home in a peaceful, quiet and most importantly safe neighborhood. We found that in the mesa hills community. We are very proud of our community and feel this is the perfect area to raise our children. Putnam Elementary children have progressed above average this year alone. I believe this is in part due to the 11:1 student to teacher ration. Teachers don't have crowded classes and have the time to dedicate 1:1 teaching if need be. Coronado high school has concurrently had a 91% graduation rate with at least 40% of student taking advanced placement courses. Again, these rates of success are due to the manageable 17:1 student to teacher ratio. It is well known there is a shortage of teachers which has lead to over saturated classrooms. This is why I urge you to reconsider the new build of housing apartments in the mesa hills community. Not only is this a well established community and sought out community but so are our schools. With the new build apartments our schools will receive an influx of children which will imminently change our teacher to student ration jeopardizing the education the children receive. Our children's education should not be jeopardized at any cost. This amongst many reasons is why I urge you to reconsider building in this community.

Kindly,  
Rocio Ramirez



**From:** [Keenan McLaughlin](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** I support rezoning and building apartments on Mesa Hills  
**Date:** Sunday, May 12, 2024 10:30:26 PM

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Hello,

Regarding Case PZRZ24-00002

I am a resident next to the 6.3 acre lot and I am all for rezoning this land to A-3 and allowing apartments to be built there. This is a good idea and worth pursuing. We have a housing crisis nationally and this crisis applies to El Paso as well. There are no significant historical artifacts on this abandoned site. Developing it would help relieve the strain on people looking for homes/housing. I fully support the plan to rezone it; it will be good for El Paso as a whole and our local Mesa Hills community.

Kindly,

Keenan McLaughlin  
Local Mesa Hills Resident



**692 Bluff Canyon Circle - Santoscoy Household Mesa Hills Apartment Project Rejection**

Linda Santoscoy &lt;linda.psantoscoy1@farmersagency.com&gt;

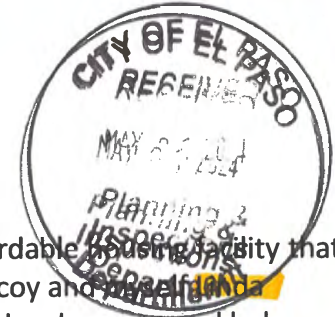
Mon 4/15/2024 12:39 PM

To: naranjojc@elpasotexas.gov &lt;naranjojc@elpasotexas.gov&gt;

Cc: canalesjc@elpasotexas.gov &lt;canalesjc@elpasotexas.gov&gt;

Hello,

I hope you are doing well. I am writing this email in regards to the new affordable housing facility that is looking to be placed in our neighborhood. Both my husband Patrick Santoscoy and I, **Linda Santoscoy at 692 Bluff Canyon Cir. El Paso, TX 79912** are **AGAINST** this new development and below are the reasons why and the questions we would like answered.



1. Traffic, if you are ever in the area during the months of October, November, December, and January you will notice that the traffic is incredibly congested. There is no way to easily exit or enter the neighborhood. We are bottle necked. Adding a new community with say 100 units and say 200 vehicles in the neighborhood will bring maihem to our roads.
2. Public Transportation: If this is either low-income housing, affordable housing, or any name you would like to put on it to make it sound better, the guess is some of the people living there will also require public transportation. Now we are going to have busses in that tiny little strip of area on top of all of the added vehicles and extreme traffic we already have to deal with.
3. Education for the children. We are guessing these families have children. What is the average amount of children every family has 3-4? And what are their ages? The closest elementary school is Putnam Elementary. What is their capacity and are they able to support an influx of 200 plus children? Middle school, Morehead is closed, does this mean all these children need to be driven or transported all the way to Hornedo Middle? EPISD already has a bus driver shortage, how is this going to smoothly function for the well being of these children?
4. What is the need for more affordable government housing or partially government owned partially privately owned whatever spin you would like to sprinkle what is the actual need? Up Mesa hills there is affordable housing that is less than 5 miles away. Affordable housing as well as projects. If you get on interstate 10 and drive about 3 miles up, you will also find another large housing authority complex that is fairly new right off I-10 next to the Kohls off the freeway. So, what is the need to have more?
5. Across the freeway, literally across the freeway from the pad of land you are looking to develop (behind the Vista grocery store on Doniphan) you will find a large complex that used to be a hotel or maybe a housing facility of sorts it is a large facility that has wood boarded windows. Why can't this project be built there? That is already zoned to be housing of sorts, it is on the opposite side of us, alleviating all of the traffic, plus it is a standing structure already. Why is that not being considered?
6. The apartment complex that you are trying to build next to RETREAT AT MESA HILLS currently rents their smallest unit 538 SQ FT at \$1000 per month. This is in the regular area of the complex and not the gated area which is more expensive. You are trying to build next to their expensive area. I am not certain how many people are going to want to pay high rents to live next to affordable housing. It is unfortunate but it is true. So, what happens then? What happens to our neighborhood when this huge established complex that has been here for decades has an obscene number of vacancies? Does the complex just fall apart at that point? This all affects our neighborhood, our property values, the beauty of our community. This complex has already suffered through covid and it is noticeable as the cleanliness of the complex has dropped and the grounds have been in shambles for years now. They just now are starting to get back up on their



feet, they just now began to prune the trees on the perimeter of the property, they just now began to clean the piles of fecal matter littering their property perimeter. Just now.

7. Our neighborhood is an established neighborhood. We pay a really large amount of taxes, how favorably is this going to affect our property values if we choose to sell? Unfortunately, people are not lining up to purchase homes in close proximity to any type of affordable housing facility weather that is privately or publicly owned. How much is this project going to cost, how will it be funded, and will running utilities, bus services, street expansion for traffic control, school expansion for student accommodation end up affecting the amount of taxes we pay? I understand the tax rate % "should not increase" but if our homes are "magically" worth an additional 100k on paper in the next year or so then obviously our tax bill is increasing. Is it increasing because we are having to cover this expansion? Many people in this entire neighborhood don't have children at all and a large percentage have been empty nesters for well over a decade and still continue to pay taxes and see tax increases for the school district. It is what it is, but will this project require additional school and services expansions that DO NOT PERTAIN OR BENEFIT US yet end up costing us money?

Respectfully,

Linda & Patrick Santoscoy Property owners 692 Bluff Canyon Circle El Paso Texas (25 years)

**Linda Santoscoy**

Office of Patrick Santoscoy

Farmers Insurance

800 Chelsea St

El Paso, TX 79903-4926

915-771-6151 (Office)

915-771-6153 (Fax)

[linda.psantoscoy1@farmersagency.com](mailto:linda.psantoscoy1@farmersagency.com)

<http://www.farmersagent.com/psantoscoy1>



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**April 23, 2024**

**City Plan Commission**

**c/o Planning and Inspections**

**311 Texas Ave.**

**RE: Case PZRZ24-00002**

Dear Commissioners,

I am writing to you in my capacity as a resident of the Mesa Hills area to ask for your approval of the proposed rezoning for an affordable housing development at Mesa Hills and Bluff Canyon. I strongly support the proposed affordable housing apartment building at Mesa Hills and Bluff Canyon that the Housing Authority (HOME) will build, own and manage. The Mesa Hills project will provide much-needed affordable residences for our community.

44% of households in El Paso meet the HUD definition of low to moderate income, meaning that that they are at or below 80% of the Area Median Income (AMI). Over half of the households in this area are housing cost burdened, meaning they spend more than 30% of their household income on housing costs and transportation. This development is sorely needed to provide safe, affordable housing with access to amenities, transit, and a concentration of jobs.

While there has been a great deal of opposition to this project, many of the statements made by my neighbors are rooted in biased stereotypes and fear.

I have seen concerns raised about property values, when the majority of research shows that affordable housing developments result in either no change or an increase to property values.

The comments about public safety are also not backed by the facts. Despite many lengthy studies, there is no evidence that affordable housing increases any type of crime.

The average wait time is two to four years to receive housing assistance. HOME services families with incomes below \$15,000 and up to \$39,000 a year. Those may be students and elderly or disabled folks living on a fixed-income, but that is also a level that may include adjunct professors, teachers, nurses, and government employees.

It is the duty of the City Plan Commission to consider the appropriateness of this rezoning case based on the criteria outlined in Section 20.04.430.D of the City Code. The City's Comprehensive Plan clearly identifies a diversity of housing types as a priority as well as a sustainable, affordable housing stock. The development is situated in an already developed area, next to a long-standing apartment complex, adequately served by infrastructure. It is my opinion that this development would only benefit my neighborhood and the city. I hope you will agree and support this project.

Sincerely,

Karina Brasgalla



**From:** [Frederic Dalbin](#)  
**To:** [Naranjo, Juan C.](#)  
**Cc:** [Zamora, Luis F.](#); [Garcia, Raul](#); [Rodriguez, Nina A.](#)  
**Subject:** PZRZ24-00002 - Mesa Hills St and NW of Sunland Park Dr - OUTREACH UPDATE  
**Date:** Monday, May 13, 2024 11:08:03 AM  
**Attachments:** [image001.png](#)

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Juan,

The following is a HOME statement:

On May 8, 2024, HOME held a meeting from 5:30 pm to 7:15 pm with single-family home residents who live within a mile of the proposed project site.

Approximately, 65 residents attended the meeting, which was held at one of HOME's properties, Medano Heights.

HOME provided a 25-minute presentation that provided information about the proposed development. This included design plans and renderings, the number of proposed units, the layout of the site, the financial demographics of the future residents (as this will be affordable housing for low-income residents), and other information.

HOME's CEO and legal counsel, along with the project architect, engineer, and an El Paso police department officer answered over an hour of questions and listened to various concerns and objections from the residents.

The residents voiced six major concerns: (1) increased traffic and street parking, (2) adverse impact on their property value, (3) crime emanating from the residents of the future affordable housing site, (4) not wanting the type of people who live in low-income housing as their neighbors, (5) lack of prior notice and an opportunity to voice their opinions about the project, and (6) not preserving open desert that might have had some past archeological evidence.

Residents also voiced their concerns about topics beyond the scope of the topic to be discussed such as the failure of the city to attract good paying jobs to El Paso, criticism of subsidized housing programs in general, failure of city leaders to hear and address their concerns and traffic issues arising from drivers using the residential neighborhood nearby to bypass traffic congestion on Sunland Park. There was a consensus that the group wanted HOME to be built anywhere else but in their neighborhood.

The HOME team patiently and professionally answered all of the questions as best they could and offered evidence and public policy reasons why the project should proceed.



The meeting was recorded by HOME if that is needed.

We can also send the presentation if necessary.

Sincerely

I also understand that there is an Open Space meeting tomorrow? Is it confirmed? I don't see the agenda online?

**Frédéric Dalbin AIA LEED AP CNU-A**

2112 Murchison Drive | El Paso, Texas 79930

t 915.533.3777 | m 915.637-3778

[www.wrightdalbin.com](http://www.wrightdalbin.com)



Please consider the environment before printing this email.

"We shall require a substantially new manner of thinking if mankind is to survive."

Albert Einstein

---

**From:** Naranjo, Juan C. <NaranjoJC@elpasotexas.gov>

**Date:** Thursday, May 9, 2024 at 9:11 AM

**To:** Frederic Dalbin <fdalbin@wrightdalbin.com>

**Cc:** Zamora, Luis F. <ZamoraLF@elpasotexas.gov>, Garcia, Raul <GarciaR1@elpasotexas.gov>, Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>

**Subject:** EXTERNAL: RE: PZRZ24-00002 - Mesa Hills St and NW of Sunland Park Dr - OUTREACH UPDATE

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good morning,

I hope this email finds you well. Please, can you provide some update about this public meeting?

Thank you,



## JC Naranjo | Planner

O: 915.212.1604 |

A: 811 Texas Ave. El Paso, TX 79901

E: [naranjojc@elpasotexas.gov](mailto:naranjojc@elpasotexas.gov)

[ElPasoTexas.gov](http://ElPasoTexas.gov) | [Take Our Survey](#)



**From:** Frederic Dalbin <[fdalbin@wrightdalbin.com](mailto:fdalbin@wrightdalbin.com)>

**Sent:** Tuesday, April 30, 2024 10:57 AM

**To:** Naranjo, Juan C. <[NaranjoJC@elpasotexas.gov](mailto:NaranjoJC@elpasotexas.gov)>

**Cc:** Zamora, Luis F. <[ZamoraLF@elpasotexas.gov](mailto:ZamoraLF@elpasotexas.gov)>; Garcia, Raul <[GarciaR1@elpasotexas.gov](mailto:GarciaR1@elpasotexas.gov)>;

Rodriguez, Nina A. <[RodriguezNA@elpasotexas.gov](mailto:RodriguezNA@elpasotexas.gov)>; Chavez, Tony <[tchavez@ephome.org](mailto:tchavez@ephome.org)>

**Subject:** PZRZ24-00002 - Mesa Hills St and NW of Sunland Park Dr - OUTREACH UPDATE

**CAUTION:** This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to [SpamReport@elpasotexas.gov](mailto:SpamReport@elpasotexas.gov).

It is my understanding that HOME is setting up a May 8<sup>th</sup> meeting at the Medano Community on the West side at 5 or 5:30PM.

**Frédéric Dalbin AIA LEED AP CNU-A**

2112 Murchison Drive | El Paso, Texas 79930

t 915.533.3777 | m 915.637-3778

[www.wrightdalbin.com](http://www.wrightdalbin.com)



Please consider the environment before printing this email.

"We shall require a substantially new manner of thinking if mankind is to survive."

Albert Einstein

**From:** Naranjo, Juan C. <[NaranjoJC@elpasotexas.gov](mailto:NaranjoJC@elpasotexas.gov)>

**Date:** Tuesday, April 30, 2024 at 10:26 AM

**To:** Frederic Dalbin <[fdalbin@wrightdalbin.com](mailto:fdalbin@wrightdalbin.com)>

**Cc:** Zamora, Luis F. <[ZamoraLF@elpasotexas.gov](mailto:ZamoraLF@elpasotexas.gov)>, Garcia, Raul



<[GarciaR1@elpasotexas.gov](mailto:GarciaR1@elpasotexas.gov)>, Rodriguez, Nina A.

<[RodriguezNA@elpasotexas.gov](mailto:RodriguezNA@elpasotexas.gov)>

**Subject:** EXTERNAL: PZRZ24-00002 - Mesa Hills St and NW of Sunland Park Dr -  
OUTREACH UPDATE

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

*Good Morning,*

*I hope this email finds you well. Please, can you provide any update about the status of the outreach efforts with surrounding neighbors about the rezoning application for this property?*

Thank you,

**JC Naranjo** | Planner

O: 915.212.1604 |

A: 811 Texas Ave. El Paso, TX 79901

E: [naranjojc@elpasotexas.gov](mailto:naranjojc@elpasotexas.gov)

[ElPasoTexas.gov](http://ElPasoTexas.gov) | [Take Our Survey](#)





**692 Bluff Canyon Circle - Santoscoy Household Mesa Hills Apartment Project Rejection**

Linda Santoscoy <linda.psantoscoy1@farmersagency.com>

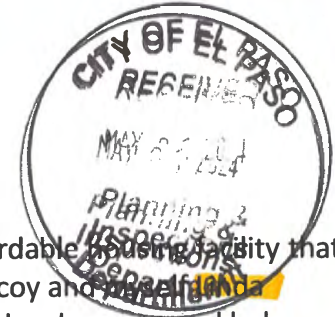
Mon 4/15/2024 12:39 PM

To: naranjojc@elpasotexas.gov <naranjojc@elpasotexas.gov>

Cc: canalesjc@elpasotexas.gov <canalesjc@elpasotexas.gov>

Hello,

I hope you are doing well. I am writing this email in regards to the new affordable housing facility that is looking to be placed in our neighborhood. Both my husband Patrick Santoscoy and **Linda Santoscoy at 692 Bluff Canyon Cir. El Paso, TX 79912** are **AGAINST** this new development and below are the reasons why and the questions we would like answered.



1. Traffic, if you are ever in the area during the months of October, November, December, and January you will notice that the traffic is incredibly congested. There is no way to easily exit or enter the neighborhood. We are bottle necked. Adding a new community with say 100 units and say 200 vehicles in the neighborhood will bring maihem to our roads.
2. Public Transportation: If this is either low-income housing, affordable housing, or any name you would like to put on it to make it sound better, the guess is some of the people living there will also require public transportation. Now we are going to have busses in that tiny little strip of area on top of all of the added vehicles and extreme traffic we already have to deal with.
3. Education for the children. We are guessing these families have children. What is the average amount of children every family has 3-4? And what are their ages? The closest elementary school is Putnam Elementary. What is their capacity and are they able to support an influx of 200 plus children? Middle school, Morehead is closed, does this mean all these children need to be driven or transported all the way to Hornedo Middle? EPISD already has a bus driver shortage, how is this going to smoothly function for the well being of these children?
4. What is the need for more affordable government housing or partially government owned partially privately owned whatever spin you would like to sprinkle what is the actual need? Up Mesa hills there is affordable housing that is less than 5 miles away. Affordable housing as well as projects. If you get on interstate 10 and drive about 3 miles up, you will also find another large housing authority complex that is fairly new right off I-10 next to the Kohls off the freeway. So, what is the need to have more?
5. Across the freeway, literally across the freeway from the pad of land you are looking to develop (behind the Vista grocery store on Doniphan) you will find a large complex that used to be a hotel or maybe a housing facility of sorts it is a large facility that has wood boarded windows. Why can't this project be built there? That is already zoned to be housing of sorts, it is on the opposite side of us, alleviating all of the traffic, plus it is a standing structure already. Why is that not being considered?
6. The apartment complex that you are trying to build next to RETREAT AT MESA HILLS currently rents their smallest unit 538 SQ FT at \$1000 per month. This is in the regular area of the complex and not the gated area which is more expensive. You are trying to build next to their expensive area. I am not certain how many people are going to want to pay high rents to live next to affordable housing. It is unfortunate but it is true. So, what happens then? What happens to our neighborhood when this huge established complex that has been here for decades has an obscene number of vacancies? Does the complex just fall apart at that point? This all affects our neighborhood, our property values, the beauty of our community. This complex has already suffered through covid and it is noticeable as the cleanliness of the complex has dropped and the grounds have been in shambles for years now. They just now are starting to get back up on their



feet, they just now began to prune the trees on the perimeter of the property, they just now began to clean the piles of fecal matter littering their property perimeter. Just now.

7. Our neighborhood is an established neighborhood. We pay a really large amount of taxes, how favorably is this going to affect our property values if we choose to sell? Unfortunately, people are not lining up to purchase homes in close proximity to any type of affordable housing facility weather that is privately or publicly owned. How much is this project going to cost, how will it be funded, and will running utilities, bus services, street expansion for traffic control, school expansion for student accommodation end up affecting the amount of taxes we pay? I understand the tax rate % "should not increase" but if our homes are "magically" worth an additional 100k on paper in the next year or so then obviously our tax bill is increasing. Is it increasing because we are having to cover this expansion? Many people in this entire neighborhood don't have children at all and a large percentage have been empty nesters for well over a decade and still continue to pay taxes and see tax increases for the school district. It is what it is, but will this project require additional school and services expansions that DO NOT PERTAIN OR BENEFIT US yet end up costing us money?

Respectfully,

Linda & Patrick Santoscoy Property owners 692 Bluff Canyon Circle El Paso Texas (25 years)

**Linda Santoscoy**

Office of Patrick Santoscoy

Farmers Insurance

800 Chelsea St

El Paso, TX 79903-4926

915-771-6151 (Office)

915-771-6153 (Fax)

[linda.psantoscoy1@farmersagency.com](mailto:linda.psantoscoy1@farmersagency.com)

<http://www.farmersagent.com/psantoscoy1>



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\*Securities offered through Farmers Financial Solutions, LLC, Member **FINRA** & **SIPC**



**April 23, 2024**

**City Plan Commission**

**c/o Planning and Inspections**

**311 Texas Ave.**

**RE: Case PZRZ24-00002**

Dear Commissioners,

I am writing to you in my capacity as a resident of the Mesa Hills area to ask for your approval of the proposed rezoning for an affordable housing development at Mesa Hills and Bluff Canyon. I strongly support the proposed affordable housing apartment building at Mesa Hills and Bluff Canyon that the Housing Authority (HOME) will build, own and manage. The Mesa Hills project will provide much-needed affordable residences for our community.

44% of households in El Paso meet the HUD definition of low to moderate income, meaning that that they are at or below 80% of the Area Median Income (AMI). Over half of the households in this area are housing cost burdened, meaning they spend more than 30% of their household income on housing costs and transportation. This development is sorely needed to provide safe, affordable housing with access to amenities, transit, and a concentration of jobs.

While there has been a great deal of opposition to this project, many of the statements made by my neighbors are rooted in biased stereotypes and fear.

I have seen concerns raised about property values, when the majority of research shows that affordable housing developments result in either no change or an increase to property values.

The comments about public safety are also not backed by the facts. Despite many lengthy studies, there is no evidence that affordable housing increases any type of crime.

The average wait time is two to four years to receive housing assistance. HOME services families with incomes below \$15,000 and up to \$39,000 a year. Those may be students and elderly or disabled folks living on a fixed-income, but that is also a level that may include adjunct professors, teachers, nurses, and government employees.

It is the duty of the City Plan Commission to consider the appropriateness of this rezoning case based on the criteria outlined in Section 20.04.430.D of the City Code. The City's Comprehensive Plan clearly identifies a diversity of housing types as a priority as well as a sustainable, affordable housing stock. The development is situated in an already developed area, next to a long-standing apartment complex, adequately served by infrastructure. It is my opinion that this development would only benefit my neighborhood and the city. I hope you will agree and support this project.

Sincerely,

Karina Brasgalla



**From:** [Keenan McLaughlin](#)  
**To:** [Naranjo, Juan C.](#)  
**Subject:** I support rezoning and building apartments on Mesa Hills  
**Date:** Sunday, May 12, 2024 10:30:26 PM

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You don't often get email from keenanmcl@gmail.com. [Learn why this is important](#)

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Hello,

Regarding Case PZRZ24-00002

I am a resident next to the 6.3 acre lot and I am all for rezoning this land to A-3 and allowing apartments to be built there. This is a good idea and worth pursuing. We have a housing crisis nationally and this crisis applies to El Paso as well. There are no significant historical artifacts on this abandoned site. Developing it would help relieve the strain on people looking for homes/housing. I fully support the plan to rezone it; it will be good for El Paso as a whole and our local Mesa Hills community.

Kindly,

Keenan McLaughlin  
Local Mesa Hills Resident





Legislation Text

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File #: 24-887, Version: 1

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**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.*

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Ignacio Villanueva Macias, to the following and described parcel:

Tract 11, (.48 Acre), Block 44, San Elizario, El Paso County, Texas.

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.





# Tax Office

**MAYOR**

Oscar Leeser

**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:** Mayor and Council

**From:** Maria O. Pasillas, Tax Assessor Collector *JP*

**Date:** June 18, 2024

**Subject:** Agenda Item – Resale of Property

For your information, in accordance with Section 34.05 subsection (h) of the Texas Property Tax Code, the City may sell a property for the 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. Please see applicable Property Tax Code sections shown below:

**Sec. 34.05. Resale by Taxing Unit:**

(h) In lieu of a sale pursuant to Subsections (c) and (d) of this section, the taxing unit that purchased the property may sell the property at a private sale. Consent of each taxing unit entitled to receive proceeds of the sale under the judgment is not required. Property sold under this subsection may not be sold for an amount that is less than the lesser of:

- (1) the market value specified in the judgment of foreclosure; or
- (2) the total amount of the judgments against the property.

**Maria O. Pasillas, RTA – Tax Assessor/Collector**

Wells Fargo Plaza | 221 N. Kansas, Suite 300 | El Paso, TX 79901

(915) 212-0106 | Email: [citytaxoffice@elpasotexas.gov](mailto:citytaxoffice@elpasotexas.gov)



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** July 30, 2024

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Maria O. Pasillas, (915) 212-1737

**DISTRICT(S) AFFECTED:** All Districts

**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 Ignacio Villanueva Macias, to the following and described parcel:

Tract 11, (.48 Acre), Block 44, San Elizario, El Paso County, Texas.

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.

Taxpayer was provided Contribution and Disclosure Forms in accordance with Ordinance No.019581.

**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

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\*\*\*\*\*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 execute a Quitclaim (Tax Resale) deed conveying all right, title and interest in real property described as Tract 11, (.48 Acre), Block 44, San Elizario, El Paso County, Texas, to **Ignacio Villanueva Macias** , in accordance with Section 34.05(h) of the Tax Code.

Whereas, by Sheriff's Sale conducted on July 6, 1992, the below described property was struck off to the City of El Paso, (the "City") Trustee, pursuant to a delinquent tax foreclosure decree of the **168th Judicial District Court**, El Paso County, Texas; and

Whereas, the sum of FOUR THOUSAND FIVE HUNDRED and 00/xx Dollars (\$4,500.00) has been tendered by **Ignacio Villanueva Macias** for the purchase of said property pursuant to Section 34.05(h)(2) of the Texas Tax Code.

**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 **Ignacio Villanueva Macias**, all of the right, title, and interest of the City of El Paso, and all other taxing units interested in the tax foreclosure judgment in the following described real property:

Tract 11, (.48 Acre), Block 44, San Elizario, El Paso County, Texas.

**ADOPTED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2024.

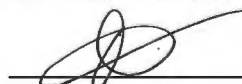
**CITY OF EL PASO:**

\_\_\_\_\_  
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



**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 **\$4,500.00** cash in hand paid by

**Ignacio Villanueva Macias  
5689 Wyandat St.  
Denver, CO 80221**

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 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. 90-5141**; in the district court of said county, said property being located in El Paso County, Texas, and described as follows:

**Tract 11, (.48 Acre), Block 44, San Elizario, 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:

**Ignacio Villanueva Macias**

**5689 Wyandat St.**

**Denver, CO 80221**





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 24-901, Version: 1**

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

##### **All Districts**

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

#### **AGENDA LANGUAGE:**

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

Discussion and action on the award of Task Order #8K-1 for Solicitation Horizontal Construction Improvements 2024-0397 to Keystone GC, LLC., for a total estimated award of \$611,979.21 to develop an accessible pathway from deactivated bus stops to active bus stops.



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** N/A

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

**DISTRICT(S) AFFECTED:** All districts

**STRATEGIC GOAL:**  
No.7: Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL**  
7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life.  
7.3 Enhance a regional comprehensive transportation system

**SUBJECT:**  
Discuss and action on the award of Task Order #8K-1 for Solicitation Horizontal Construction Improvements 2024-0397 to Keystone GC, LLC., for a total estimated award of \$611,979.21 to develop an accessible pathway from deactivated bus stops to active bus stops.

**BACKGROUND / DISCUSSION:**  
The pathways will provide a safe and ADA accessible route from deactivated bus stops to active stops at multiple locations throughout the city.  
The project will involve but is not limited to the replacement and repair of sidewalks, driveways, ramps, curbs, and gutters in multiple locations throughout the city.  
This initiative will cover a total of 25 routes across various locations in the city, enhancing connectivity and safety for all transit users.

**PRIOR COUNCIL ACTION:**  
On November 7, 2023 Sun Metro presented to the Mass Transit Board Ridership analysis to propose updates to the Sun Metro network.

**AMOUNT AND SOURCE OF FUNDING:**  
Amount: \$611,979.21  
Founding Source: Federal Transit Administration Grant  
Accounts: 580270 560 P6018 G60185307 PCP09MT0090A  
580270 560 P6018 G60185339 PCP09MT0090A  
580270 560 P6018 G60215339 PCP09MT0090A

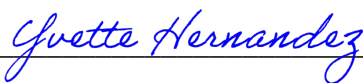
**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**   X   YES      NO

**PRIMARY DEPARTMENT:** Sun Metro  
**SECONDARY DEPARTMENT:** Streets and Maintenance

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Yvette Hernandez, P.E.,  
City Engineer



**Contract Change Order Coversheet /Checklist**  
**City of El Paso Capital Improvements Department**

Project Name: Sun Metro Pathways

Date Received: 5/28/2024

Solicitation Number: 2023-0397 (Task Order #08K-1) ✓

Contractor: Keystone

Change Order Number: #8K-1 ✓

Date CO was identified: 3/26/2024

Funding Type: Safety Bond ☐ QOL ☐ General Fund ☐ TX DOT ☐ CDBG ☐ FTA ☒ FAA ☐

Contingency: \$TBD Original Budget: \$1,020,204.08 ✓ Current Remaining Contingency: \$TBD PO No.: TBD

Identified by: DOR ☐ Contractor ☐ User Dept. ☐ CID ☐ Other ☐ (identify: )

Impacts: Cost ☒ Time ☒ (Check all that Apply) \* Identify Schedule activity impacted, **attach** frag-net justifying time.

**No change order shall be approved unless work is ordered in writing by the Owner Designated Rep**

If Written Order provided prior to formal execution of CO **attach** copy of the written directive, and justification, as why the direction was necessary prior to a formal agreement. Attach concurrence of representative having authority to execute change order(s) for the city of El Paso, Contract Specific by Resolution. If formal RFP was provided to contractor **attach** copy. If E-mail was direction provided to contractor attach Copy.

**Change order Type Check One: Mandatory ☒ Discretionary ☐** (Mandatory Violets Written code/standard, or will not function for intended purpose)

If mandatory **attach** justification, Direction from DOR and /or code/ standards references that the CO corrects, or Documentation from User Department Head explaining why the change is required

Differing site condition	<input type="checkbox"/>	Engineering Change/Construction Deficiency	<input type="checkbox"/>
User requested Change **	<input checked="" type="checkbox"/> <u>Sun Metro</u>	Substitution Contractor initiated	<input type="checkbox"/>
Designer Directive (ASI)	<input type="checkbox"/>	Error and omission	<input type="checkbox"/>
Value Engineering Change	<input type="checkbox"/>	Quantity Adjustment	<input type="checkbox"/>

\*\* Identify Funding source Sun Metro Bus Stop Enhancement Phase IV

Grant Funded Projects **attach** Concurrence of Grant Funded program Director

**Justification:**

**Reason:**

The User Department (Sun Metro) has requested improvements in multiple pathways between two bus stops to comply with ADA requirements, these 25 sites are in different districts throughout the city. Those improvements are critical to updating Sun Metro operations. The Capital Improvement Department prepared an estimate for this project based on 25 sites as of February 1, 2024, with a total estimated cost of \$699,568.37. Under the Horizontal Construction Improvements contract, a request for proposal was sent to the contractor Keystone GC, LLC., on March 27, 2024, for the work required at multiple locations. The contractor Keystone GC, LLC., responded on May 8, 2024, with a proposal of \$611,979.21 based as required by the Horizontal Construction Improvements contract. The proposal was evaluated against the cost estimate prepared by the Capital Improvement Department and found to be fair and reasonable. After reviewing all the information, the Project Manager recommends approval of the proposal for task order #08K-1

**Time Justification:** 250 consecutive calendar days for substantial completion, and 30 additional days for Final Completion for a total of 280 calendar days

**Cost Impacts:** The contractor has requested a compensation of \$611,979.21 dated 5/8/24.

The requested compensation for the work of \$611,979.21 is reasonable and fair when compared to the ROM estimated by the City's PM of \$699,568.37.

**After conducting a comprehensive analysis of the cost and schedule implications, the project manager recommends the approval of this task order. The time and financial compensation mentioned in the description above are both fair and reasonable to complete the work requested.**

**Method Utilized for implementing change**

(Reference general conditions 2.5.2) Check all that apply

. 1	Unit Bid Prices Previously Approved	<input checked="" type="checkbox"/>	(attach Copy of supporting documents)
. 2	An Agreed upon Lump Sum	<input type="checkbox"/>	(Attach record of Negotiations, and Cost Analysis)
. 3	Actual Cost (Force Account Change)	<input type="checkbox"/>	(Attach Detailed record as per 2.2.5.2.3)

**Cost/Price/Time Analysis**

**Attach Copy of analyst justifying cost and quantities**

Contractors proposed cost: \$611, 979. 21 ✓  
Final Negotiated amount: \$611, 979. 211  
Time: Requested 250, justified 250.

Independent Cost Estimate prepared Yes ☒ No ☐, Validated, Vender Quotes, Published Data, Previously agreed Costs, Other (attach documentation of cost analysis).

**Contract Change Reference: Reference Plan /Spec change, Describe Change (Attach additional sheets if necessary)**

**Narrative Description of Change SOW:**

Task Order #08K-1 will incorporate the work described below in the Horizontal Construction Improvements Contract 2023-0397. This Task Order does not change the overall contract. The contractor must perform the required work to perform all necessary repairs across the specified routes in multiple locations throughout the city. These repairs must adhere strictly to ADA requirements to ensure full accessibility and compliance. The repairs include but are not limited to the following: demolition of ramps, sidewalks, driveways, curb, and gutter, as well as replacement ramps, driveways, sidewalks, curb, and gutter.

**Specification Reference:** Technical Specifications for Sun Metro Pathways

**Drawing Reference:** N/A

Builders Risk Insurance is required for this task order

A separate Notice To Proceed will be issued upon approval of necessary Bonds and Insurance as required by the contract.

Agreed upon proposal for task #08K-1 \$611,979.21

Time: 250 consecutive calendar days for substantial completion, and 30 additional days for Final Completion for a total of 280 calendar days

**Unless specifically noted, this Task Order addresses all compensation for time and money, including all direct and indirect costs associated with this change.**

User Department Concurrence (if required)

Requested by Project /Construction Manager:

Alondra Gurrola 6/10/24  
Fernanda Marquez 6/6/24

Print Name

Print Name Roberto Ortega

Fernanda Marquez

Division Manager:

Alondra Gurrola 6/10/2024

Print Name Alondra Gurrola

Recommended for Approval by City Engineer:

Gilbert Guerrero  
Gilbert Guerrero Assistant Director of Capital Improvement

Date: 6/14/2024



**Attachment 1, 20 S-2 Documenting Change Order Cost Reasonableness, Sample Summary, Page 1**

**Contract Change Order Documentation Summary and Determination of Cost Reasonableness:**

Contract Name: Sun Metro Pathways

Solicitation /Project Number: 2023-0397 (Task Order #08K-1)

Change Order Number: 1

Prepared By: Fernanda Marquez

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**RFP:**

In response to RFP (Attach Copy).

---

**Initial Cost Estimate:**

Check all that apply:

☐ No initial estimate of the change order costs was attempted. (Attach Justification countersigned by assigned DM)

☒ ROMs Estimates were prepared as follows:

- \$699,568.37 dated 3/28/2024

☐ A Detailed Estimate in the amount of Click or tap here to enter text. was prepared on Date Click or tap to enter a date. (Attach copy).

☐ The Design Consultant provided a detailed estimate in the amount of Click or tap here to enter text. was prepared on Click or tap to enter a date. (Attach copy).

---

**Contractors Proposal:**

The contractor provided the following proposals:

- \$611,979.21 dated 5/8/2024
- The proposal was reviewed as to the required Scope of work and found to accurately reflect the Scope of Work **Yes** ☒ **No** ☐.

         After review with assigned DM the city elected to proceed with negotiations and address the scope inconsistencies in Negotiations without a proposal revision (list inconsistencies to be addressed in negotiations ).

Attach continuation sheet if necessary



## Attachment 1, 20 S-2 Documenting Change Order Cost Reasonableness, Sample Summary, Page 2

**Cost evaluation:** Cost reasonableness was determined using the following methods check all that apply.

☒ Utilizing existing Bid Item

☐ Price Analysis

☐ Cost Analysis

(Provide narrative description for each method utilized and how reasonableness was determined)

Attach mark up a proposal with negotiation objectives, including accepted cost, Dated and initialed by the Preparer and Assigned Division Manager. Label Marked UP Proposal:

Narrative description of determination of reasonableness: (Attach Continuation sheets as necessary, include detailed table showing Proposed/Objective /and Negotiated when appropriate. (Sample included)

Narrative:

**Reason:**

The User Department (Sun Metro) has requested improvements in multiple pathways between two bus stops to comply with ADA requirements, these 25 sites are in different districts throughout the city. Those improvements are crucial to all of the users. The Capital Improvement Department prepared an estimate for this project based on 25 sites as of February 1, 2024, with a total estimated cost of \$699,568.37. Under the Horizontal Construction Improvements contract, a request for proposal was sent to the contractor Keystone GC, LLC., on March 27, 2024, for the work required at multiple locations.

The contractor Keystone GC, LCC., responded on May 8, 2024, with a proposal of \$611,979.21 based as required by the Horizontal Construction Improvements contract. The proposal was evaluated against the cost estimate prepared by the Capital Improvement Department and found to be fair and reasonable. After reviewing all the information, the Project Manager recommends approval of the proposal for task order #08K-1

**Time Justification:** 250 consecutive calendar days for substantial completion, and 30 additional days for Final Completion for a total of 280 calendar days

**Cost Impacts:** The contractor has requested a compensation of \$611,979.21 dated 5/8/24.

The requested compensation for the work of \$611,979.21 is reasonable and fair when compared to the ROM estimated by the City's PM of \$699,568.37.

**After conducting a comprehensive analysis of the cost and schedule implications, the project manager recommends the approval of this task order. The time and financial compensation mentioned in the description above are both fair and reasonable to complete the work requested.**



# CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.:

8k-1

DATE:

May 28, 2023

SCOPE CHANGE

PROJECT:

Sun Metro Pathways

SOLICITATION NO.

2023-0397- Task Order  
#08K-1

X

CONSTRUCTION CHANGE

Original Contract Amount: \$ 611,979.21  
Net Change by previous Change Orders: \$ -  
Net Change by previous Construction Quantity Notices: \$ -  
Amount of this Construction Change Order: \$ -  
New Amended Contract Amount: \$611,979.21  
Change Order Percentage: 0.00%

Contract Time to Substantial Completion 250  
Total days added due to Change Orders and CQN's 0  
Total days added for this Change Order 0  
New Contract Time to Substantial Completion: 250  
Current Substantial Completion Due Date TBD

CONTRACTOR NAME:

Keystone GC, LLC.

**Please provide a detailed scope of work of the change order (see back for reason/justification):**

Task Order #08K-1 will incorporate the work described below in the Horizontal Construction Improvements Contract 2023-0397. This Task Order does not change the overall contract. The contractor must perform the required work to perform all necessary repairs across the specified routes in multiple locations throughout the city. These repairs must adhere strictly to ADA requirements to ensure full accessibility and compliance. The repairs include but are not limited to the following: demolition of ramps, sidewalks, driveways, curb, and gutter, as well as replacement ramps, driveways, sidewalks, curb, and gutter.

**Specification Reference:** Technical Specifications for Sun Metro Pathways**Drawing Reference:** N/A

Builders Risk Insurance is not required for this task order

A separate Notice To Proceed will be issued upon approval of necessary Bonds and Insurance as required by the contract.

Agreed upon proposal for task #08K-1 \$611,979.21

Time: 250 consecutive calendar days for substantial completion, and 30 additional days for Final Completion for a total of 280 calendar days

Unless specifically noted, this Task Order addresses all compensation for time and money, including all direct and indirect costs associated with this change.

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME:

250

TOTAL CHANGE ORDER AMOUNT:

\$611,979.21

CONTRACTOR: KEYSTONE GC, LLC

I, **Francisco Guillen**, of **Keystone GC, LLC.** agree and accept the terms and conditions of this change order.

Signature:

Date:

06.18.24

CITY OF EL PASO (OWNER)

I, **Yvette Hernandez, P.E.** of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature:

Date:

6/18/24

Yvette Hernandez, P.E.



# CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 8k-1 DATE: May 28, 2023 ☐ SCOPE CHANGE  
PROJECT: Sun Metro Pathways SOLICITATION NO. 2023-0397- Task Order #08K-1 ☒ CONSTRUCTION CHANGE

Project Number PCP09MT0090A  
Class 6000  
Department 560  
Fund 3210  
Account 580270

Project Number 0  
Class 0  
Department 0  
Fund 0  
Account 0

PURCHASE ORDER # TBD

CONTRACTOR NAME: Keystone GC, LLC.

## PROVIDE REASON/JUSTIFICATION FOR CHANGE ORDER:

### Reason:

The User Department (Sun Metro) has requested improvements in multiple pathways between two bus stops to comply with ADA requirements, these 25 sites are in different districts throughout the city. Those improvements are crucial to all of the users. The Capital Improvement Department prepared an estimate for this project based on 25 sites as of February 1, 2024, with a total estimated cost of \$699,568.37. Under the Horizontal Construction Improvements contract, a request for proposal was sent to the contractor Keystone GC, LLC., on March 27, 2024, for the work required at multiple locations.

The contractor Keystone GC, LLC., responded on May 8, 2024, with a proposal of \$611,979.21 based as required by the Horizontal Construction Improvements contract. The proposal was evaluated against the cost estimate prepared by the Capital Improvement Department and found to be fair and reasonable. After reviewing all the information, the Project Manager recommends approval of the proposal for task order #08K-1

**Time Justification:** 10 months


**Cost Impacts:** The contractor has requested a compensation of \$611,979.21 dated 5/8/24.

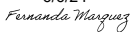
The requested compensation for the work of \$611,979.21 is reasonable and fair when compared to the ROM estimated by the City's PM of \$699,568.37.

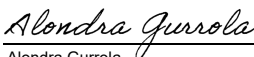
**After conducting a comprehensive analysis of the cost and schedule implications, the project manager recommends the approval of this task order. The time and financial compensation mentioned in the description above are both fair and reasonable to complete the work requested.**

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 0

TOTAL CHANGE ORDER AMOUNT:

Project Manager recommends approval:  6/10/24  
Roberto Ortega-Carlos

6/6/24  
  
Fernanda Marquez

Engineering Division Manager recommends approval:  6/10/2024  
Alondra Gurrola

Financing Department approval: \_\_\_\_\_  
(If Required)



**REQUEST FOR PO INCREASE/DECREASE FOR CHANGE ORDER**

X	INCREASE
	DECREASE

**SOLICITATION NO.** \_\_\_\_\_

**PURCHASE ORDER #** TBD

491



CITY OF EL PASO CHANGE ORDER and QUANTITY NOTICE LOG

Project Name:Sun Metro Pathways

Total Contract\$611,979.21

Notice to Proceed:TBD

NOTICE TO PROCEEDTBD

Contractor:Keystone GC, LLC.

Solicitation no.2023-0397- Task Order #08K-1

CONTRACT CALENDAR Substantial  
DAYS TO: Completion250

Contract Time:280

CO	DATE	REASON	DAYS ADDED	COST
		<div>Task Order #08K-1 will incorporate the work described below in the Horizontal Construction Improvements Contract 2023-0397. This Task Order does not change the overall contract. The contractor must perform the required work to perform all necessary repairs across the specified routes in multiple locations throughout the city. These repairs must adhere strictly to ADA requirements to ensure full accessibility and compliance. The repairs include but are not limited to the following: demolition of ramps, sidewalks, driveways, curb, and gutter, as well as replacement ramps, driveways, sidewalks, curb, and gutter.</div> <div>Specification Reference: Technical Specifications for Sun Metro Pathways Drawing Reference: N/A</div> <div>NOT</div> <div>Builders Risk Insurance is required for this task order A separate Notice To Proceed will be issued upon approval of necessary Bonds and Insurance as required by the contract. Agreed upon proposal for task #08K-1 \$611,979.21 Time: 250 consecutive calendar days for substantial completion, and 30 additional days for Final Completion for a total of 280 calendar days Unless specifically noted, this Change Order addresses all compensation for time and money, including all direct and indirect costs associated with this change.</div>		
CO #8K-1	5/28		0	\$ -
CO #2	1/0	0	0	\$ -
CO #3	1/0	0	0	\$ -
CO #4	1/0	0	0	\$ -
CO #5	1/0	0	0	\$ -
CO #6	1/0	0	0	\$ -
CO #7	1/0	0	0	\$ -
CO #8	1/0	0	0	\$ -
CO #9	1/0	0	0	\$ -
CO #10	1/0	0	0	\$ -
CO #11	1/0	0	0	\$ -
CO #12	1/0	0	0	\$ -
CO #13	1/0	0	0	\$ -
CO #14	1/0	0	0	\$ -
CO #15	1/0	0	0	\$ -
CO #16	1/0	0	0	\$ -

SUBTOTAL FOR CHANGE ORDERS0 \$ -

CQN	DATE	REASON	DAYS ADDED	COST
CQN #1	1/0	0	0	0
CQN #2	1/0	0	0	0
CQN #3	1/0	0	0	0
CQN #4	1/0	0	0	0
CQN #5	1/0	0	0	0
CQN #6	1/0	0	0	0
CQN #7	1/0	0	0	0
CQN #8	1/0	0	0	0
CQN #9	1/0	0	0	0
CQN #10	1/0	0	0	0



[illegible]





## CAPITAL IMPROVEMENT DEPARTMENT

### REQUEST FOR PROPOSAL

**MAYOR**

Oscar Leeser

March 26, 2024

**CITY COUNCIL****District 1**

Brian Kennedy

Keystone Contractors and Engineers

Mr. Francisco Guillen

2718 Wyoming Avenue

El Paso, TX 79903

**District 2**

Dr. Josh Acevedo

Project Name: Sun Metro Pathways

**District 3**

Cassandra Hernandez

Mr. Guillen,

**District 4**

Joe Molinar

Under the Capital Improvement Department Job Order Contacting On-Call Horizontal Improvements # 2023-0397, you are requested to submit a proposal by or before April 11, 2024 for accomplishing the following scope of work:

**District 5**

Isabel Salcido

Work will include but not be limited to:

**District 6**

Art Fierro

The contractor must perform all of the repairs recommended by the Capital Improvement Department in all of the indicated pathways (multiple locations through the city), and all of the repairs need to meet the ADA requirements. The repairs include but are not limited to the following: demolition of ramps, sidewalks, driveways, curb, and gutter and steam wall, as well as replacement ramps, driveways, sidewalks, curb, and gutter and stem walls.

**District 7**

Henry Rivera

**District 8**

Chris Canales

Additionally, the contractor must consider in their cost estimate FTA requirements such as Buy America and Federal Wages Rates.

**INTERIM CITY  
MANAGER**

Cary Westin

Per item K “Cost Estimating” page I-B-a-2 of the contract, the contractor must use the latest version of R.S. Means Facilities Construction Cost Data to provide the cost estimate.

Per item 8 “Time of Completion and Liquidated Damages” page I-B-a-5 of the contract. The duration of the work will be 250 consecutive calendar days to substantial completion. 30 Days additional for final completion.

Liquidated damages in the amount of \$450.00 per day will be assessed if work is not completed within the agreed substantial time frame and \$315.00 if the work is not completed within the agreed final completion time.





## CAPITAL IMPROVEMENT DEPARTMENT

### MAYOR

Oscar Leeser

### 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

ROC<sup>3/27/24</sup>

Should you have any questions contact Roberto Ortega, Construction Manager at (915) 268-5927, or Alondra Gurrola, Capital Projects Manager at (915) 212-1880.

Sincerely,

*Alondra Gurrola*

Alondra Gurrola  
Capital Projects Manager

Attachment(s): Drawing sketch, technical specifications, and Design Standards for Construction Details.

Cc: Gilbert Guerrero, Asst. Director of Capital Improvements  
Daniel Garcia, Asst. Director of Capital Improvements  
Alondra Gurrola, Capital Projects Manager  
Roberto Ortega, Construction Manager  
Fernanda Marquez, Undergrad Intern  
Project file

ROC<sup>3/27/24</sup>





## WORK PROPOSAL

PROPOSAL SUBMITTED TO: <b>The City of El Paso</b>
STREET <b>218 N. Campbell Street, 2<sup>nd</sup> Floor</b>
CITY, STATE AND ZIP CODE <b>El Paso, Texas 799012</b>

DATE SENT: <b>June 13, 2024</b>	PROPOSAL NO.: <b>PR24-36</b>
ATTENTION: <b>Roberto Ortega-Carlos, Project Manager</b>	
JOB LOCATIONS <b>Various Locations</b>	
JOB NAME <b>Sun Metro Pathways</b>	
PHONE <b>(915)212-1822</b>	FAX/ EMAIL <b>ortegacr@elpasotexas.gov</b>

### DESCRIPTION OF WORK:

We propose to furnish all labor, material, and equipment necessary for the following work, as per plans by Capital Improvements Department:

#### Demolition

- Remove existing sidewalks, ADA ramps, medians and driveways.
- Remove curb & gutters.
- Load and haul off spoils from premises.

#### Site Concrete

- Subgrade preparation for the new sidewalks and ADA Ramps.
- Fine grading.
- Formwork.
- Concrete curb & gutter.
- 4" thick sidewalk reinforced with wire mesh.
- ADA Ramps to include truncated domes.
- Sidewalks repair to eliminate tripping hazards.
- Concrete driveways.
- Medians.
- Apply curing compound.
- Repair asphalt paving.
- Routes included:
  - District 4 – 1,2,3,4,5,7,8,9,10 & 11.
  - District 2 – 12,13,14 & 15.
  - District 3 – 16,18 & 19.
  - District 7 – 20,21,22,23 & 24.
  - District 6 – 25 & 27.
  - District 7 – 26.

#### Exclusions:

- RAS Inspection
- District 8
- District 3 Route 17
- Flashes

**RS Means Subtotal ..... \$ 602,454.66**  
**Payment & Performance Bonds..... \$ 9,524.55**  
**Grand Total .....\$ 611,979.21**



**Exclusions:**

1. Any other material or work not directly expressed in this proposal.

Should you have any questions, do not hesitate to contact us.

Sincerely,



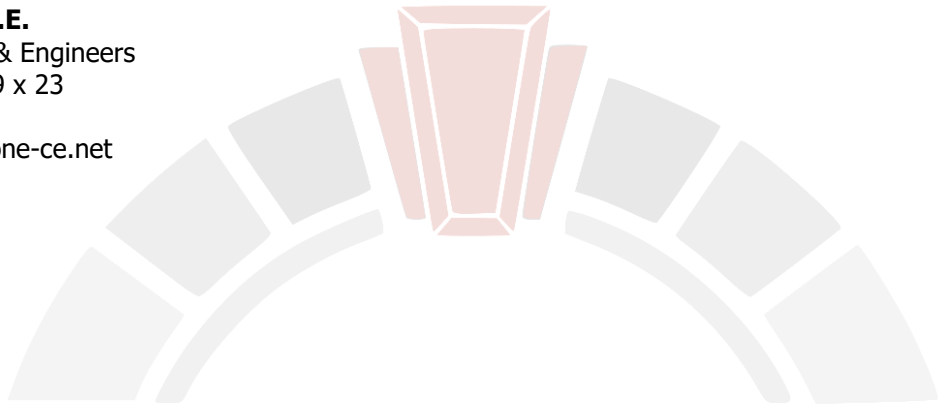
**Francisco Guillen, P.E.**

Keystone Contractors & Engineers

Office: (915) 562-4159 x 23

Fax: (915) 503-2235

Email: fguillen@keystone-ce.net



KEYSTONE

RSMeans data  
from G&R DIAN.

CONTRACTORS & ENGINEERS



## Cost Estimate Report

**City of El Paso**

El Paso, TX 79901

Several Locations

Date: 06/13/2024

**PR24-36 Sun Metro Pathways**

Year 2024

Unit Detail Report vy WBS

Prepared by: Jesus Campos

Keystone GC, LLC.

Data Release:

LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
<b>Sun Metro Pathways &gt; D4 R1 Sean Haggerty_John Little_Stampede</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	35.00	L.F.	\$ 2.04	\$ 71.40
024113176100	Demolish, remove pavement & curb, remove concrete curbs, reinforced, excludes hauling and disposal fees	36.00	L.F.	\$ 8.82	\$ 317.52
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	62.00	S.Y.	\$ 17.34	\$ 1,075.08
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	13.00	L.C.Y.	\$ 18.78	\$ 244.14
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 36.62
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
321613130406	Cast-in place concrete curbs & gutters, concrete, wood forms, radius, 6" x 18", includes concrete	36.00	L.F.	\$ 29.60	\$ 1,065.60
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	1654.50	S.F.	\$ 6.92	\$ 11,449.14
033923130300	Concrete surface treatment, curing, sprayed membrane compound	19.41	C.S.F.	\$ 24.18	\$ 469.33
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	1.00	Ea.	\$ 591.96	\$ 591.96
101453200400	Signs, stock, aluminum, reflectorized, high intensity, .080" aluminum, 30" x 30", excludes posts	2.00	Ea.	\$ 135.80	\$ 271.60
101453201500	Signs, 10'-0", add to above for steel posts, galvanized, upright, bolted	2.00	Ea.	\$ 74.98	\$ 149.96

**RSMeans data**

from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
311313203150	Selective clearing and grubbing, 14" to 24" diameter, remove selective trees, on site using chain saws and chipper, excludes stumps	2.00	Ea.	\$ 636.86	\$ 1,273.72
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	12.00	L.F.	\$ 240.00	\$ 2,880.00
321726100100	Pavement, tactile warning tiles S.F.	20.00	S.F.	\$ 26.71	\$ 534.20
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D4 R1 Sean Haggerty_John Little_Stampede Subtotal</b>					<b>\$ 21,903.27</b>
<b>Sun Metro Pathways &gt; D4 R2 Sean Haggerty_Sandstone Pointe_Pat Pal</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	60.00	L.F.	\$ 2.04	\$ 122.40
024113176100	Demolish, remove pavement & curb, remove concrete curbs, reinforced, excludes hauling and disposal fees	40.00	L.F.	\$ 8.82	\$ 352.80
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	50.00	S.Y.	\$ 17.34	\$ 867.00
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	11.00	L.C.Y.	\$ 18.78	\$ 206.58
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 30.98
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	457.00	S.F.	\$ 6.92	\$ 3,162.44
033923130300	Concrete surface treatment, curing, sprayed membrane compound	7.99	C.S.F.	\$ 24.18	\$ 193.20
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	0.50	Ea.	\$ 591.96	\$ 295.98
101453200400	Signs, stock, aluminum, reflectorized, high intensity, .080" aluminum, 30" x 30", excludes posts	2.00	Ea.	\$ 135.80	\$ 271.60

RSMeans data  
from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
101453201500	Signs, 10'-0", add to above for steel posts, galvanized, upright, bolted	2.00	Ea.	\$ 74.98	\$ 149.96
221119389000	Water supply meter, minimum labor/equipment charge	1.00	Job	\$ 175.18	\$ 175.18
321726100100	Pavement, tactile warning tiles S.F.	30.00	S.F.	\$ 26.89	\$ 806.70
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	18.00	L.F.	\$ 240.00	\$ 4,320.00
321726100100	Pavement, tactile warning tiles S.F.	20.00	S.F.	\$ 26.71	\$ 534.20
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D4 R2 Sean Haggerty_Sandstone Pointe_Pat Pal Subtotal</b>				<b>\$</b>	<b>12,962.02</b>
<b>Sun Metro Pathways &gt; D4 R3 Salem_ Rushing</b>					
321723141310	Pavement markings, permanent thermoplastic tape, 12" width, including layout	464.00	L.F.	\$ 14.69	\$ 6,816.16
321723140790	Pavement markings, layout of pavement marking	464.00	L.F.	\$ 0.09	\$ 41.76
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D4 R3 Salem_ Rushing Subtotal</b>				<b>\$</b>	<b>7,350.50</b>
<b>Sun Metro Pathways &gt; D4 R4 Salem_McCombs_Murphy</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	50.00	L.F.	\$ 2.04	\$ 102.00
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	53.90	S.Y.	\$ 17.34	\$ 934.63

RSMeans data  
from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	9.00	L.C.Y.	\$ 18.78	\$ 169.02
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 25.36
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	485.00	S.F.	\$ 6.92	\$ 3,356.20
033923130300	Concrete surface treatment, curing, sprayed membrane compound	4.85	C.S.F.	\$ 24.18	\$ 117.27
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D4 R4 Salem_McCombs_Murphy Subtotal</b>					<b>\$ 6,177.48</b>

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**Sun Metro Pathways > D4 R5 Wolverine\_Sun Valley\_Cross**

038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	40.00	L.F.	\$ 2.04	\$ 81.60
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	31.10	S.Y.	\$ 17.34	\$ 539.27
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	5.00	L.C.Y.	\$ 18.78	\$ 93.90
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 14.09
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	125.00	S.F.	\$ 6.92	\$ 865.00
033923130300	Concrete surface treatment, curing, sprayed membrane compound	3.00	C.S.F.	\$ 24.18	\$ 72.54
321726100100	Pavement, tactile warning tiles S.F.	10.00	S.F.	\$ 26.89	\$ 268.90
221119389000	Water supply meter, minimum labor/equipment charge	1.00	Job	\$ 175.18	\$ 175.18

**RSMeans data**  
from **GORDIAN**.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	55.00	S.F.	\$ 8.87	\$ 487.85
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	1.00	Ea.	\$ 591.96	\$ 591.96
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	6.00	L.F.	\$ 240.00	\$ 1,440.00
321726100100	Pavement, tactile warning tiles S.F.	10.00	S.F.	\$ 26.71	\$ 267.10
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D4 R5 Wolverine_Sun Valley_Cross Subtotal</b>					<b>\$ 6,370.39</b>
<b>Sun Metro Pathways &gt; D4 R7 Qual Ave_Milan_Dyer_Parkland</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	140.00	L.F.	\$ 2.04	\$ 285.60
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	126.00	S.Y.	\$ 17.34	\$ 2,184.84
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	20.00	L.C.Y.	\$ 18.78	\$ 375.60
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 56.34
312213200100	Rough grading sites, 400 S.F. or less, hand labor	2.00	Ea.	\$ 980.42	\$ 1,960.84
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	1105.00	S.F.	\$ 6.92	\$ 7,646.60
033923130300	Concrete surface treatment, curing, sprayed membrane compound	3.00	C.S.F.	\$ 24.18	\$ 72.54
321726100100	Pavement, tactile warning tiles S.F.	60.00	S.F.	\$ 26.89	\$ 1,613.40
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	385.00	S.F.	\$ 8.87	\$ 3,414.95
101453200400	Signs, stock, aluminum, reflectorized, high intensity, .080" aluminum, 30" x 30", excludes posts	2.00	Ea.	\$ 135.80	\$ 271.60

RSMeans data  
from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
101453201500	Signs, 10'-0", add to above for steel posts, galvanized, upright, bolted	2.00	Ea.	\$ 74.98	\$ 149.96
320190192010	Traffic safety, flashing truck for highway/airport median mowing	3.00	Day	\$ 1,221.83	\$ 3,665.49
024113621100	Selective demolition, chain link fences & gates, fence, fabric & accessories, fabric, to 8' high	20.00	L.F.	\$ 3.04	\$ 60.80
323113306695	Fence, chain link, gates & posts, end posts, chain link fence, vinyl coated, (1/3 post length in ground), 3" OD, 6', set in concrete, includes excavation	2.00	Ea.	\$ 124.15	\$ 248.30
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	2.50	Ea.	\$ 591.96	\$ 1,479.90
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	36.00	L.F.	\$ 240.00	\$ 8,640.00
321726100100	Pavement, tactile warning tiles S.F.	60.00	S.F.	\$ 26.71	\$ 1,602.60
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D4 R7 Qual Ave_Milan_Dyer_Parkland Subtotal</b>					<b>\$ 34,221.94</b>

**Sun Metro Pathways > D4 R8 Dyer St\_McCombs\_Parkland M.P.**

038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	60.00	L.F.	\$ 2.04	\$ 122.40
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	86.20	S.Y.	\$ 17.34	\$ 1,494.71
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	14.00	L.C.Y.	\$ 18.78	\$ 262.92
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 39.44
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	180.00	S.F.	\$ 6.92	\$ 1,245.60

RSMeans data  
from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
033923130300	Concrete surface treatment, curing, sprayed membrane compound	3.00	C.S.F.	\$ 24.18	\$ 72.54
321726100100	Pavement, tactile warning tiles S.F.	10.00	S.F.	\$ 26.89	\$ 268.90
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	474.00	S.F.	\$ 8.87	\$ 4,204.38
320190192010	Traffic safety, flashing truck for highway/airport median mowing	3.00	Day	\$ 1,221.83	\$ 3,665.49
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	0.50	Ea.	\$ 591.96	\$ 295.98
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	6.00	L.F.	\$ 240.00	\$ 1,440.00
321726100100	Pavement, tactile warning tiles S.F.	10.00	S.F.	\$ 26.71	\$ 267.10
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D4 R8 Dyer St_McCombs_Parkland M.P. Subtotal</b>					<b>\$ 14,852.46</b>
<b>Sun Metro Pathways &gt; D4 R9 Dyer St_Fairbanks_Parkland M.P.</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	30.00	L.F.	\$ 2.04	\$ 61.20
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	23.60	S.Y.	\$ 17.34	\$ 409.22
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	4.00	L.C.Y.	\$ 18.78	\$ 75.12
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 11.27
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
033923130300	Concrete surface treatment, curing, sprayed membrane compound	3.90	C.S.F.	\$ 24.18	\$ 94.30

RSMeans data  
from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
321726100100	Pavement, tactile warning tiles S.F.	20.00	S.F.	\$ 26.89	\$ 537.80
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	150.00	S.F.	\$ 8.87	\$ 1,330.50
320190192010	Traffic safety, flashing truck for highway/airport median mowing	3.00	Day	\$ 1,221.83	\$ 3,665.49
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	1.00	Ea.	\$ 591.96	\$ 591.96
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	12.00	L.F.	\$ 240.00	\$ 2,880.00
321726100100	Pavement, tactile warning tiles S.F.	20.00	S.F.	\$ 26.71	\$ 534.20
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D4 R9 Dyer St_Fairbanks_Parkland M.P. Subtotal</b>				<b>\$</b>	<b>11,664.06</b>
<b>Sun Metro Pathways &gt; D4 R10 Rushing_La Taste_Transmountain_Alcan</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	60.00	L.F.	\$ 2.04	\$ 122.40
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	15.60	S.Y.	\$ 17.34	\$ 270.50
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	3.00	L.C.Y.	\$ 18.78	\$ 56.34
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 8.45
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	140.00	S.F.	\$ 6.92	\$ 968.80
033923130300	Concrete surface treatment, curing, sprayed membrane compound	1.40	C.S.F.	\$ 24.18	\$ 33.85

RSMeans data  
from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
320190192010	Traffic safety, flashing truck for highway/airport median mowing	1.50	Day	\$ 1,221.83	\$ 1,832.75
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D4 R10 Rushing_La Taste_Transmountain_Alcan Subtotal</b>					<b>\$ 4,766.09</b>
<b>Sun Metro Pathways &gt; D4 R11 Will Ruth Ave_Roanoke_Dyer_Will Ruth</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	110.00	L.F.	\$ 2.04	\$ 224.40
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	309.40	S.Y.	\$ 17.34	\$ 5,365.00
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	49.00	L.C.Y.	\$ 18.78	\$ 920.22
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 138.04
312213200100	Rough grading sites, 400 S.F. or less, hand labor	2.00	Ea.	\$ 980.42	\$ 1,960.84
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	1155.00	S.F.	\$ 6.92	\$ 7,992.60
033923130300	Concrete surface treatment, curing, sprayed membrane compound	31.45	C.S.F.	\$ 24.18	\$ 760.46
321726100100	Pavement, tactile warning tiles S.F.	30.00	S.F.	\$ 26.89	\$ 806.70
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	795.00	S.F.	\$ 8.87	\$ 7,051.65
320190192010	Traffic safety, flashing truck for highway/airport median mowing	1.50	Day	\$ 1,221.83	\$ 1,832.75
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	1.50	Ea.	\$ 591.96	\$ 887.94
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	18.00	L.F.	\$ 240.00	\$ 4,320.00
321726100100	Pavement, tactile warning tiles S.F.	30.00	S.F.	\$ 26.71	\$ 801.30

**RSMeans data**  
from **GORDIAN**.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D4 R11 Will Ruth Ave_Roanoke_Dyer_Will Ruth Subtotal</b>					<b>\$ 33,554.48</b>
<b>Sun Metro Pathways &gt; D2 R12 Truman Ave_Russell_Byron</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	70.00	L.F.	\$ 2.04	\$ 142.80
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	76.90	S.Y.	\$ 17.34	\$ 1,333.45
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	12.20	L.C.Y.	\$ 18.78	\$ 229.12
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 34.37
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	392.00	S.F.	\$ 6.92	\$ 2,712.64
033923130300	Concrete surface treatment, curing, sprayed membrane compound	7.52	C.S.F.	\$ 24.18	\$ 181.83
321726100100	Pavement, tactile warning tiles S.F.	30.00	S.F.	\$ 26.89	\$ 806.70
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	1.50	Ea.	\$ 591.96	\$ 887.94
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	18.00	L.F.	\$ 240.00	\$ 4,320.00
321726100100	Pavement, tactile warning tiles S.F.	30.00	S.F.	\$ 26.71	\$ 801.30
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18

RSMeans data  
from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
<b>Sun Metro Pathways &gt; D2 R12 Truman Ave_Russell_Byron Subtotal</b>					<b>\$ 12,923.15</b>
<b>Sun Metro Pathways &gt; D2 R13 Hamilton Ave_Alabama St_Piedras Ave</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	120.00	L.F.	\$ 2.04	\$ 244.80
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	218.90	S.Y.	\$ 17.34	\$ 3,795.73
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	35.00	L.C.Y.	\$ 18.78	\$ 657.30
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 98.59
312213200100	Rough grading sites, 400 S.F. or less, hand labor	2.00	Ea.	\$ 980.42	\$ 1,960.84
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	1250.00	S.F.	\$ 6.92	\$ 8,650.00
033923130300	Concrete surface treatment, curing, sprayed membrane compound	2.09	C.S.F.	\$ 24.18	\$ 50.54
321726100100	Pavement, tactile warning tiles S.F.	60.00	S.F.	\$ 26.89	\$ 1,613.40
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	120.00	S.F.	\$ 8.87	\$ 1,064.40
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	2.75	Ea.	\$ 591.96	\$ 1,627.89
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	36.00	L.F.	\$ 240.00	\$ 8,640.00
321726100100	Pavement, tactile warning tiles S.F.	60.00	S.F.	\$ 26.71	\$ 1,602.60
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D2 R13 Hamilton Ave_Alabama St_Piedras Ave Subtotal</b>					<b>\$ 30,498.67</b>

RSMeans data  
from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
<b>Sun Metro Pathways &gt; D2 R14 Dakota_San Jose_Piedras_San Diego</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	170.00	L.F.	\$ 2.04	\$ 346.80
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	333.50	S.Y.	\$ 17.34	\$ 5,782.89
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	53.00	L.C.Y.	\$ 18.78	\$ 995.34
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 149.30
312213200100	Rough grading sites, 400 S.F. or less, hand labor	2.00	Ea.	\$ 980.42	\$ 1,960.84
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	1400.00	S.F.	\$ 6.92	\$ 9,688.00
033923130300	Concrete surface treatment, curing, sprayed membrane compound	31.60	C.S.F.	\$ 24.18	\$ 764.09
321726100100	Pavement, tactile warning tiles S.F.	80.00	S.F.	\$ 26.89	\$ 2,151.20
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	800.00	S.F.	\$ 8.87	\$ 7,096.00
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	3.75	Ea.	\$ 591.96	\$ 2,219.85
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	48.00	L.F.	\$ 240.00	\$ 11,520.00
321726100100	Pavement, tactile warning tiles S.F.	80.00	S.F.	\$ 26.71	\$ 2,136.80
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D2 R14 Dakota_San Jose_Piedras_San Diego Subtotal</b>					<b>\$ 45,303.69</b>
<b>Sun Metro Pathways &gt; D2 R15 Grant Ave_Cedar_Piedras</b>					

RSMeans data  
from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	50.00	L.F.	\$ 2.04	\$ 102.00
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	111.20	S.Y.	\$ 17.34	\$ 1,928.21
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	18.00	L.C.Y.	\$ 18.78	\$ 338.04
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 50.71
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	325.00	S.F.	\$ 6.92	\$ 2,249.00
033923130300	Concrete surface treatment, curing, sprayed membrane compound	10.01	C.S.F.	\$ 24.18	\$ 242.04
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	676.00	S.F.	\$ 8.87	\$ 5,996.12
221119389000	Water supply meter, minimum labor/equipment charge	3.00	Job	\$ 175.18	\$ 525.54
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18

**Sun Metro Pathways > D2 R15 Grant Ave\_Cedar\_Piedras Subtotal**

**\$ 12,904.66**

**Sun Metro Pathways > D3 R16 Clark Dr\_Trowbridge\_Geronimo\_Arapaho**

038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	90.00	L.F.	\$ 2.04	\$ 183.60
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	1004.20	S.Y.	\$ 17.34	\$ 17,412.83
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	160.00	L.C.Y.	\$ 18.78	\$ 3,004.80
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 450.72
312213200100	Rough grading sites, 400 S.F. or less, hand labor	2.00	Ea.	\$ 980.42	\$ 1,960.84

**RSMeans data**  
from **GORDIAN**.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	1998.00	S.F.	\$ 6.92	\$ 13,826.16
033923130300	Concrete surface treatment, curing, sprayed membrane compound	28.22	C.S.F.	\$ 24.18	\$ 682.36
321726100100	Pavement, tactile warning tiles S.F.	10.00	S.F.	\$ 26.89	\$ 268.90
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	704.00	S.F.	\$ 8.87	\$ 6,244.48
221119389000	Water supply meter, minimum labor/equipment charge	3.00	Job	\$ 175.18	\$ 525.54
321613130406	Cast-in place concrete curbs & gutters, concrete, wood forms, radius, 6" x 18", includes concrete	68.00	L.F.	\$ 29.60	\$ 2,012.80
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	2.00	Ea.	\$ 591.96	\$ 1,183.92
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	6.00	L.F.	\$ 240.00	\$ 1,440.00
321726100100	Pavement, tactile warning tiles S.F.	10.00	S.F.	\$ 26.71	\$ 267.10
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D3 R16 Clark Dr_Trowbridge_Geronimo_Arapaho Subtotal</b>					<b>\$ 49,956.63</b>
<b>Sun Metro Pathways &gt; D3 R18 Boeing_Postal_Montana_Hawkins</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	30.00	L.F.	\$ 2.04	\$ 61.20
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	27.20	S.Y.	\$ 17.34	\$ 471.65
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	5.00	L.C.Y.	\$ 18.78	\$ 93.90
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 14.09

RSMeans data  
from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	245.00	S.F.	\$ 6.92	\$ 1,695.40
033923130300	Concrete surface treatment, curing, sprayed membrane compound	4.85	C.S.F.	\$ 24.18	\$ 117.27
321726100100	Pavement, tactile warning tiles S.F.	20.00	S.F.	\$ 26.89	\$ 537.80
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	1.00	Ea.	\$ 591.96	\$ 591.96
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	12.00	L.F.	\$ 240.00	\$ 2,880.00
321726100100	Pavement, tactile warning tiles S.F.	20.00	S.F.	\$ 26.71	\$ 534.20
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D3 R18 Boeing_Postal_Montana_Hawkins Subtotal</b>					<b>\$ 8,470.47</b>

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**Sun Metro Pathways > D3 R19 Giles\_La Grange\_Carolina**

038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	40.00	L.F.	\$ 2.04	\$ 81.60
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	94.70	S.Y.	\$ 17.34	\$ 1,642.10
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	15.00	L.C.Y.	\$ 18.78	\$ 281.70
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 42.25
312213200100	Rough grading sites, 400 S.F. or less, hand labor	2.00	Ea.	\$ 980.42	\$ 1,960.84
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	852.00	S.F.	\$ 6.92	\$ 5,895.84
033923130300	Concrete surface treatment, curing, sprayed membrane compound	85.20	C.S.F.	\$ 24.18	\$ 2,060.14

**RSMeans data**  
from **GORDIAN**.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
221119389000	Water supply meter, minimum labor/equipment charge	1.00	Job	\$ 175.18	\$ 175.18
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D3 R19 Giles_La Grange_Carolina Subtotal</b>					<b>\$ 12,632.23</b>
<b>Sun Metro Pathways &gt; D7 R20 Lomaland_North Loop</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	80.00	L.F.	\$ 2.04	\$ 163.20
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	80.50	S.Y.	\$ 17.34	\$ 1,395.87
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	13.00	L.C.Y.	\$ 18.78	\$ 244.14
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 36.62
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	325.00	S.F.	\$ 6.92	\$ 2,249.00
033923130300	Concrete surface treatment, curing, sprayed membrane compound	80.50	C.S.F.	\$ 24.18	\$ 1,946.49
321726100100	Pavement, tactile warning tiles S.F.	40.00	S.F.	\$ 26.89	\$ 1,075.60
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	2.00	Ea.	\$ 591.96	\$ 1,183.92
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	24.00	L.F.	\$ 240.00	\$ 5,760.00
321726100100	Pavement, tactile warning tiles S.F.	60.00	S.F.	\$ 26.71	\$ 1,602.60
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18

**RSMeans data**  
from **GORDIAN**.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
<b>Sun Metro Pathways &gt; D7 R20 Lomaland_North Loop Subtotal</b>					<b>\$ 17,130.44</b>
<b>Sun Metro Pathways &gt; D7 R21 Lomaland_Highland_Yermoland_Cornelius</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	60.00	L.F.	\$ 2.04	\$ 122.40
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	106.30	S.Y.	\$ 17.34	\$ 1,843.24
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	17.00	L.C.Y.	\$ 18.78	\$ 319.26
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 47.89
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	145.00	S.F.	\$ 6.92	\$ 1,003.40
033923130300	Concrete surface treatment, curing, sprayed membrane compound	9.67	C.S.F.	\$ 24.18	\$ 233.82
321726100100	Pavement, tactile warning tiles S.F.	20.00	S.F.	\$ 26.89	\$ 537.80
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	582.00	S.F.	\$ 8.87	\$ 5,162.34
221119389000	Water supply meter, minimum labor/equipment charge	2.00	Job	\$ 175.18	\$ 350.36
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	1.00	Ea.	\$ 591.96	\$ 591.96
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	12.00	L.F.	\$ 240.00	\$ 2,880.00
321726100100	Pavement, tactile warning tiles S.F.	20.00	S.F.	\$ 26.71	\$ 534.20
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18

RSMeans data  
from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
<b>Sun Metro Pathways &gt; D7 R21 Lomaland_Highland_Yermoland_Cornelius Subtotal</b>					<b>\$ 15,099.67</b>
<b>Sun Metro Pathways &gt; D7 R22 Wedgewood_Sugarberry_McRae_Sims</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	110.00	L.F.	\$ 2.04	\$ 224.40
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	123.00	S.Y.	\$ 17.34	\$ 2,132.82
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	20.00	L.C.Y.	\$ 18.78	\$ 375.60
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 56.34
312213200100	Rough grading sites, 400 S.F. or less, hand labor	2.00	Ea.	\$ 980.42	\$ 1,960.84
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	482.00	S.F.	\$ 6.92	\$ 3,335.44
033923130300	Concrete surface treatment, curing, sprayed membrane compound	11.47	C.S.F.	\$ 24.18	\$ 277.34
321726100100	Pavement, tactile warning tiles S.F.	20.00	S.F.	\$ 26.89	\$ 537.80
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	425.00	S.F.	\$ 8.87	\$ 3,769.75
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	1.00	Ea.	\$ 591.96	\$ 591.96
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	12.00	L.F.	\$ 240.00	\$ 2,880.00
321726100100	Pavement, tactile warning tiles S.F.	20.00	S.F.	\$ 26.71	\$ 534.20
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D7 R22 Wedgewood_Sugarberry_McRae_Sims Subtotal</b>					<b>\$ 17,169.07</b>

RSMeans data  
from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
<b>Sun Metro Pathways &gt; D7 R23 Lomaland_Trawood_Arnold Palmer</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	130.00	L.F.	\$ 2.04	\$ 265.20
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	170.60	S.Y.	\$ 17.34	\$ 2,958.20
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	28.00	L.C.Y.	\$ 18.78	\$ 525.84
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 78.88
312213200100	Rough grading sites, 400 S.F. or less, hand labor	2.00	Ea.	\$ 980.42	\$ 1,960.84
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	160.00	S.F.	\$ 6.92	\$ 1,107.20
033923130300	Concrete surface treatment, curing, sprayed membrane compound	14.65	C.S.F.	\$ 24.18	\$ 354.24
321726100100	Pavement, tactile warning tiles S.F.	90.00	S.F.	\$ 26.89	\$ 2,420.10
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	225.00	S.F.	\$ 8.87	\$ 1,995.75
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	4.50	Ea.	\$ 591.96	\$ 2,663.82
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	54.00	L.F.	\$ 240.00	\$ 12,960.00
321726100100	Pavement, tactile warning tiles S.F.	90.00	S.F.	\$ 26.71	\$ 2,403.90
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D7 R23 Lomaland_Trawood_Arnold Palmer Subtotal</b>					<b>\$ 30,186.55</b>
<b>Sun Metro Pathways &gt; D7 R24 400 S Zaragoza</b>					

RSMeans data  
from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	20.00	L.F.	\$ 2.04	\$ 40.80
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	10.90	S.Y.	\$ 17.34	\$ 189.01
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	2.00	L.C.Y.	\$ 18.78	\$ 37.56
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 5.64
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	98.00	S.F.	\$ 6.92	\$ 678.16
033923130300	Concrete surface treatment, curing, sprayed membrane compound	0.98	C.S.F.	\$ 24.18	\$ 23.70
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D7 R24 400 S Zaragoza Subtotal</b>					<b>\$ 2,447.87</b>

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**Sun Metro Pathways > D6 R25 Montwood\_Firehouse\_Sun Fire**

038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	110.00	L.F.	\$ 2.04	\$ 224.40
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	106.70	S.Y.	\$ 17.34	\$ 1,850.18
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	17.00	L.C.Y.	\$ 18.78	\$ 319.26
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 47.89
312213200100	Rough grading sites, 400 S.F. or less, hand labor	2.00	Ea.	\$ 980.42	\$ 1,960.84
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	590.00	S.F.	\$ 6.92	\$ 4,082.80
033923130300	Concrete surface treatment, curing, sprayed membrane compound	20.70	C.S.F.	\$ 24.18	\$ 500.53

**RSMeans data**  
from **GORDIAN**.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
321726100100	Pavement, tactile warning tiles S.F.	40.00	S.F.	\$ 26.89	\$ 1,075.60
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	1000.00	S.F.	\$ 8.87	\$ 8,870.00
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	2.00	Ea.	\$ 591.96	\$ 1,183.92
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	24.00	L.F.	\$ 240.00	\$ 5,760.00
321726100100	Pavement, tactile warning tiles S.F.	40.00	S.F.	\$ 26.71	\$ 1,068.40
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D6 R25 Montwood_Firehouse_Sun Fire Subtotal</b>					<b>\$ 27,436.40</b>

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**Sun Metro Pathways > D5 R26 Montwood\_Joan Francis\_Sun Quest**

038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	50.00	L.F.	\$ 2.04	\$ 102.00
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	49.50	S.Y.	\$ 17.34	\$ 858.33
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	8.00	L.C.Y.	\$ 18.78	\$ 150.24
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 22.54
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	60.00	S.F.	\$ 6.92	\$ 415.20
033923130300	Concrete surface treatment, curing, sprayed membrane compound	4.85	C.S.F.	\$ 24.18	\$ 117.27
321726100100	Pavement, tactile warning tiles S.F.	30.00	S.F.	\$ 26.89	\$ 806.70
320610100400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	65.00	S.F.	\$ 8.87	\$ 576.55

**RSMeans data**  
from **GORDIAN**.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	1.50	Ea.	\$ 591.96	\$ 887.94
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	18.00	L.F.	\$ 240.00	\$ 4,320.00
321726100100	Pavement, tactile warning tiles S.F.	30.00	S.F.	\$ 26.71	\$ 801.30
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b>Sun Metro Pathways &gt; D5 R26 Montwood_Joan Francis_Sun Quest Subtotal</b>					<b>\$ 10,531.07</b>
<b>Sun Metro Pathways &gt; D6 R27 Nolan Richardson_David Forti_Oak Abbey</b>					
038113500400	Concrete sawing, concrete slabs, mesh reinforcing, up to 3" deep, includes blade cost, layout and set up time	40.00	L.F.	\$ 2.04	\$ 81.60
024113304110	Minor site demolition, sidewalk, concrete, plain, 5" thick, remove, excludes hauling	57.70	S.Y.	\$ 17.34	\$ 1,000.52
312323200224	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 20 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	10.00	L.C.Y.	\$ 18.78	\$ 187.80
312323200224	For loading onto trucks, add (Modifier Multiplied from Above Quantity)	1.00		\$ 2.82	\$ 28.18
312213200100	Rough grading sites, 400 S.F. or less, hand labor	1.00	Ea.	\$ 980.42	\$ 980.42
320610100310	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 4" thick, excludes base	400.00	S.F.	\$ 6.92	\$ 2,768.00
033923130300	Concrete surface treatment, curing, sprayed membrane compound	6.40	C.S.F.	\$ 24.18	\$ 154.75
321726100100	Pavement, tactile warning tiles S.F.	20.00	S.F.	\$ 26.89	\$ 537.80
320117200500	Flexible pavement patches, roadway, light traffic, cold pave patch, 15 S.F. & 4 inch depth	1.00	Ea.	\$ 591.96	\$ 591.96
033053404520	Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing (reduced to 40% to deduct railing)	12.00	L.F.	\$ 240.00	\$ 2,880.00

RSMeans data  
from GORDIAN.



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
321726100100	Pavement, tactile warning tiles S.F.	20.00	S.F.	\$ 26.71	\$ 534.20
015623100850	Barricades, traffic cones, PVC, 28" high	20.00	Ea.	\$ 17.42	\$ 348.40
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$ 24.03	\$ 144.18
<b><i>Sun Metro Pathways &gt; D6 R27 Nolan Richardson_David Forti_Oak Abbey Subtotal</i></b>					<b>\$ 10,237.81</b>
<b><i>Subtotal</i></b>					<b>\$ 456,751.07</b>



LineNumber	Description	Quantity	Unit	Total O&P	Ext. Total O&P
	<i>General Contractor's Markup on Subs</i>	<i>0.00%</i>			\$ -
	<i>Subtotal</i>				\$ 456,751.07
	<i>General Conditions</i>	<i>0.00%</i>			\$ -
	<i>Subtotal</i>				\$ 456,751.07
	<i>General Contractor's Markup Overhead and Profit</i>	<i>31.90%</i>			\$ 145,703.59
	<i>Grand Total</i>				\$ 602,454.66



	Deactivate d Stop ID		Starting Stop Name	District	Active Stop	Ending Stop Name	Adjust water valve (E.A.)	DEMO Driveway (S.Y.)	DEMO SW (S.Y.)	DEMO Median (S.Y.)	DEMO RAMP (S.Y.)	DEMO TREE (E.A.)	DEMO LANDSCAP ING (Acre)	DEMO CURVE & GUTTER (L.F.)	DEMO CURVE (L.F.)	Chainlink Fence (L.F.)	ADD DW (S.F.)	ADD SW (S.F.)	ADD Median (S.F.)	ADD RAMP (E.A.)	Curb (L.F.)	Curb&Gutter (L.F.)	CROSSING SIGNS (E.A.)	RAMP TILES (S.F.)	SIGN INSTALLATI ON	STRIPPING	OVER EXCAVATIO N	BACKFILL	IRRIGATION REPAIRS	ASPHALT PARCHES	TOTAL	Comments	Comments from google maps	
1	1560		847 Clark\Trowbridge	2	1557	Geronimo\Arapaho	3.0	78.2	222.0	0.0	0.0	0.0	0.0	68.0	30.0	0.0	704.0	1998.0	0.0	1.0	30.0	68.0	0.0	0.0	0.0					1.0	\$ 34,625.84		Does not have a specific SW until the train. SW are damaged. Water Valve. * Comercial Driveways ramps required	
2	2381		3000 Piedras/Hamilton	2	3171	Alabama/Hamilton	0.0	13.3	138.9	0.0	66.7	0.0	0.0	0.0	0.0	0.0	120.0	1250.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0					6.0	\$ 30,178.56		No ramps to cross Piedras St. and Hamilton between Louisiana St and Akabama St are so steep and also, we have the big sewer tubes	
3	2397		3605 Truman\Russell	2	2392	Byron/Truman	0.0	0.0	43.6	0.0	33.3	0.0	0.0	0.0	0.0	0.0	0.0	392.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0					3.0	\$ 12,538.76		3518 under construction (home). They do not have SW.	
4	3181		Dakota\San Jose	2	2417	1315 Piedras/San Diego	0.0	89.0	155.6	0.0	88.9	0.0	0.0	0.0	0.0	0.0	800.0	1400.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0					8.0	\$ 44,848.89			
5	4016		Grant\Cedar	2	2418	Piedras/Grant	3.0	75.1	36.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	676.0	325.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0					0.0	\$ 15,099.23			
6	241		Montana\Cessna	3	90	Montana\Hawkins	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0					0.0	\$ -			
7	1726		Giles\La Grange	3	1725	Carolina/Giles	1.0	0.0	94.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	852.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0					0.0	\$ 8,745.87		
8	2845		8401 Boeing\Postal	3	2820	Montana\Hawkins	0.0	0.0	27.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	245.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0					2.0	\$ 7,691.72		
9	3313		Salem\McCombs	4	3314	Salem/Murphy	0.0	0.0	53.9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	485.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0					0.0	\$ 3,982.39		Just SW.
10	3380		Dyer\Fairbanks	4	3408	10115 Dyer/Parkland M.P.	0.0	16.7	0.0	0.0	6.9	0.0	0.0	0.0	0.0	0.0	150.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0					2.0	\$ 7,438.67		It is almost cover with route 8 10059 Dyer\McCombs. I just can identify one different issue, the sidewalk is damaged but in that section there are a bench.	
11	3382		5932 Quail\Milan	4	3408	10115 Dyer/Parkland M.P.	0.0	48.0	33.9	8.9	35.2	0.0	0.0	0.0	0.0	20.0	432.0	305.0	80.0	6.0	0.0	0.0	2.0	0.0	2.0					6.0	\$ 26,153.57		Inis route is one of the most complicated, there are a lot of work to do. We need 9 ramps, and we can start doing a comment to do a pathway in the median.	
12	3409		10059 Dyer\McCombs	4	3408	10115 Dyer/Parkland M.P.	0.0	54.7	18.2	0.0	13.3	0.0	0.0	0.0	0.0	0.0	492.0	180.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0					1.0	\$ 9,839.16		Just some SW to replace. Also, asphalt elevation in the ramps.	
13	3425		Salem\Rushing	4	80	Rushing/Salem	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0					0.0	\$ -		Everything looks renovated but the ramps are not matching or symmetric.	
14	3474		Rushing\La Taste	4	3341	Trans Mt./Alcan	0.0	0.0	15.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	140.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0					0.0	\$ 1,149.56		The pathway looks good, we just need replace some SW because are elevations or broken.
15	4236		Sean Haggerty DR\Sandstone Pointe	4	3967	4980 Sean Haggerty\Pat\Pal	1.0	0.0	22.2	21.1	6.7	0.0	0.0	40.0	0.0	0.0	0.0	266.0	191.0	3.0	0.0	40.0	2.0	3.0	2.0					3.0	\$ 15,737.05		Just add a pathway in the median.	
16	4238		Will Ruth Ave/Roanoke 2	4	3375	9600 Dyer/Will Ruth	0.0	221.1	88.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1990.0	795.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0					3.0	\$ 36,186.06		Check the possibility to create a pathway in the front SW (outside of Jethro Hills)	
17	4268		Deer Ave/Railroad Dr	4	4271	Deer Ave/Cross St	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0					0.0	\$ -		Everything looks renovated, and some of the route are covered by Wolverine/Deer Bus Stop.	
18	4285		Wolverine/Deer	4	3387	6111 Sun Valley/Cross	1.0	6.1	13.9	0.0	11.1	0.0	0.0	0.0	0.0	0.0	55.0	125.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0					1.0	\$ 6,467.28		In this route we need a ramp near 6111 Sun Valley/Cross bus stop. It can be on the corner of the end of the street (right side).	
19	4286		Sean Haggerty\John Little	4	4340	Sean Haggerty/Stamperde	0.0	0.0	154.1	30.6	4.4	2.0	0.0	40.0	36.0	0.0	0.0	1387.5	267.0	2.0	0.0	40.0	2.0	3.0	2.0					2.0	\$ 25,786.23		Needs to construct a median pathway to cross the street, also add ramps and SW.	
20	105		Montwood\Joan Francis	5	1065	Montwood\Sun Quest	0.0	7.2	0.0	5.6	36.7	0.0	0.0	0.0	0.0	0.0	65.0	0.0	60.0	3.0	0.0	0.0	0.0	0.0	2.0					3.0	\$ 11,160.84		Just add a pathway in the median.	
21	1068		Montwood\Firehouse Dr.	6	161	Montwood\Sun Fire	0.0	11.1	65.6	0.0	30.0	0.0	0.0	0.0	0.0	0.0	1000.0	590.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0					4.0	\$ 25,546.78		"At least 25 minutes walking route" Users needs to cross the Joe Battle Boulevard.	
22	1970		Nolan Richardson\David Forti	6	1971	Nolan Richardson\Oak Abbey	0.0	0.0	44.4	0.0	13.3	0.0	0.0	0.0	0.0	0.0	0.0	400.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0					2.0	\$ 9,284.44		SW and ramps.
23	1699		901 Lomaland\Highland	7	1697	Yermoland\Cornelius	2.0	64.7	19.4	0.0	22.2	0.0	0.0	0.0	0.0	0.0	582.0	145.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0					2.0	\$ 17,132.91		Adjust 2 water lines. "Also, look for a specific pathway into the gas stations (needs sw?)"	
24	1715		524 Lomaland\North Loop	7	998	8155 North Loop/Lomaland	0.0	0.0	36.1	0.0	44.4	0.0	0.0	0.0	0.0	0.0	0.0	325.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0					4.0	\$ 15,095.28		SW and ramps.	
25	2227		Lomaland\Trawood	7	2099	Trawood\Arnold Palmer Dr.	0.0	25.0	17.8	0.0	127.8	0.0	0.0	0.0	0.0	0.0	225.0	160.0	0.0	9.0	0.0	0.0	0.0	0.0	0.0					9.0	\$ 32,330.44		"Users needs to cross Yrawood and then Lomaland" SW and ramps	
26	2815		Wedgewood\Sugarberry	7	418	McRae\Sims	0.0	47.2	53.6	0.0	22.2	0.0	0.0	0.0	0.0	0.0	425.0	482.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0					2.0	\$ 14,685.53		SW and ramps.	
27			1140 River\Noble	8	2316	Brown\Cliff																			0.0					0.0				
28	2905		400 S Zaragoza	7	2905	400 S Zaragoza	0.0	0.0	15.0	0.0	0.0	0.0	0.0	52.0	0.0	0.0	98.0	0.0	0.0	0.0	0.0	52.0	0.0	0.0	0.0					0.0	\$ 3,061.95			
						TOTAL	11.00	757.44	1370.00	66.11	563.22	2.00	0.01	200.00	66.00	20.00	7814.00	12247.50	598.00	64.00	30.00	200.00	6.00	8.00	6.00	11.00	295.00	145.00		64.0				
						TOTAL COST	\$19,250	\$15,148.89	\$19,248.50	\$928.86	\$13,517.33	\$4,450	\$24.50	\$1,600	\$528	\$75.00	\$65,637.60	\$81,445.88	\$3,976.70	\$ 181,760.00	\$ 195.00	\$ 7,800.00	\$1,332	\$2,373.36	\$117.30	\$12.43	\$2,787.75	\$3,480.00		\$10,688.00	\$436,377	\$	414,767.00	

ITEM	UNIT	COST	COMMENTS
Add ADA Ramp	E.A.	\$2,840	Soliciting BID NO: 2022-0594
DEMO SW	S.Y.	\$14.05	RSMeans 2023 02 41 13.30 4100
DEMO DW	S.Y.	\$20.00	RSMeans 2023 02 41 13.30 4220
DEMO Ramp	S.Y.	\$24.00	Soliciting BID NO: 2022-0594
DEMO Tree	E.A.	\$2,225	RSMeans 2022 31 13 13.10 7280
DEMO Landscaping	Acre	\$2,450	RSMeans 2022 31 11 10.10 0150
DEMO Curve	L.F.	\$8	RSMeans 2023 02 41 13.17 6100
DEMO Curve and Gutter	L.F.	\$8	RSMeans 2023 02 41 13.17 6101
ADD SW	S.F.	\$6.65	RSMeans 2023 32 06 10.10 0310
ADD DW	S.F.	\$8.40	RSMeans 2023 32 06 10.10 0400
ADD Curb	L.F.	\$6.50	RSMeans 2022 32 16 13.33 0100
ADD curb and Gutter	L.F.	\$39.00	RSMeans 2023 32 16 13.13 0430
Adjusts Water Valve	E.A.	\$1,750	Soliciting BID NO: 2022-0594
Crossing Signs	E.A.	\$222	https://www.smedco.com/
Ramp Tiles	E.A.	\$296.67	https://www.adasandbrook.com/
Chainlink Fence Removal	L.F.	\$3.75	RSMeans 2023 02 41 13.66 0100
Stripping	C.Y	1.13	RSMeans 2023 31 14 13.23 0020
Irrigation Repairs			
Over Excavation	C.Y	9.45	RSMeans 2023 31 23 16.13 0050
Sign Installation	E.A.	19.55	RSMeans 2023 10 14 19.10 0020
Backfill	E.C.Y	24	RSMeans 2023 31 23.23 0300
Asphalt Pavement Parches	E.A.	167	RSMeans 2023 32 01 17.20 0150

ITEM	Subtotal	\$436,377
Construction Management Fees - 4.5%		\$19,636.97
Overhead/Profit - 15%		\$65,456.56
Bound - 1%		\$4,363.77
Mobilization - 5%		\$21,818.85
TBD	Traffic Control	\$70,000.00
	CONSTRUCTION COST	\$617,653
	Total	

ITEM	Subtotal	\$436,377
Construction Management Fees - 4.5%		\$19,636.97
Bound - 1%		\$4,363.77
TBD	Traffic Control	\$ 70,000.00
	New Subtotal	\$530,378
	Contractor coefficient (1.319)	\$699,568.37
	TOTAL	\$699,568.37



**RE: Sun Metro Pathways - Site Visit**

Mendez, Robert J. <MendezRJ@elpasotexas.gov>

Thu 2/15/2024 4:36 PM

To: Ortega-Carlos Roberto <OrtegaCR@elpasotexas.gov>

Cc: Marquez, Fernanda <MarquezF2@elpasotexas.gov>; Gurrola, Alondra K. <GurrolaAK@elpasotexas.gov>

Good Afternoon Roberto,

Below is the accounting string. Please go from top to bottom obligating the funds.

Accounting String	Current Budget
580XXX/560/3210/60050/P6018/PCP09MT0090A/G60185307	\$307,525.30
580XXX/560/3210/60050/P6018/PCP09MT0090A/G60185339	\$212,678.78
580XXX/560/3210/60050/P6018/PCP09MT0090A/G60215339	\$500,000.00

If you have any questions or concerns please let me know,

Thank You,

*Robert J. Mendez*

*Transit Senior Service Planner*

Sun Metro Planning Dept.

10151 Montana Ave.

Office #: 915-212-3380

Mobile #: 915-329-5965

Fax #: 915-212-0124

Email: [mendezrj@elpasotexas.gov](mailto:mendezrj@elpasotexas.gov)

---

**From:** Ortega-Carlos Roberto <OrtegaCR@elpasotexas.gov>

**Sent:** Thursday, February 15, 2024 10:33 AM

**To:** Mendez, Robert J. <MendezRJ@elpasotexas.gov>

**Cc:** Marquez, Fernanda <MarquezF2@elpasotexas.gov>; Gurrola, Alondra K. <GurrolaAK@elpasotexas.gov>

**Subject:** RE: Sun Metro Pathways - Site Visit

Good morning Robert,

My apologies for the delay, attached please find the budget summary for your review and approval.

Additionally, we have attached the rough order of magnitude for your records. Please let me know if you have any questions or concerns.

Respectfully,

Roberto Ortega-Carlos

Capital Improvement Project Manager

Capital Improvement Department

O: (915) 212-1822 | M: (915) 268-5927



# 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	Francisco Guillen
Business Name	Keystone GC, LLC.
Agenda Item Type	Task Order Approval
Relevant Department	Capital Improvement 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: \_\_\_\_\_



Digitally signed by Francisco Guillen  
Date: 2024.06.03 18:10:01-06'00'

Date: \_\_\_\_\_

**06.03.24**





Legislation Text

File #: 24-933, 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**

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 7.4 - Continue the strategic investment in City facilities and technology.

**Award Summary:**

Discussion and action on the award of Solicitation 2024-0380 Hondo Pass Citizen Collection Station to MIRADOR ENTERPRISES, INC., for a total estimated award of \$3,929,850.00. This contract will be used for the construction of a drop-off location for household waste, hazardous material, bulky items and recyclables.

Department:	Capital Improvement
Award to:	MIRADOR ENTERPRISES, INC.
City & State:	El Paso, TX
Item(s):	All
Contract Term:	295 Consecutive Calendar Days
Base Bid I:	\$3,929,850.00
Total Estimated Award:	\$3,929,850.00
Account(s):	334-3150-34100-580270- PESD00210
Funding Source(s):	Environmental Services Department Fiscal Year 21 Capital Projects
District(s):	4

This was a Competitive Sealed Proposal Procurement lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MIRADOR ENTERPRISES, 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 16, 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:** 4

**STRATEGIC GOAL:** No. 7 – Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** 7.4 – Continue the strategic investment in City facilities and technology.

**SUBJECT:**

Discussion and action on the award of Solicitation 2024-0380 Hondo Pass Citizen Collection Station to MIRADOR ENTERPRISES, INC., for a total estimated award of \$3,929,850.00

**BACKGROUND / DISCUSSION:**

The Hondo Pass Citizen's Collection Station will serve the community as a drop-off location for household waste, hazardous material, bulky items and recyclables. The project consists of site grading, concrete roadway, HMAC paved parking lot, cast-in place-retaining walls, electrical services, a new access driveway, wrought iron gate, sound barrier wall, and landscaping. Construction will also include 2 new metal buildings and a guard shack. The main metal building will contain an open storage space, IT room, breakroom and a unisex bathroom. The second building will store trash/recycle containers and a can wash area.

**SELECTION SUMMARY:**

Solicitation was advertised on March 05, 2024 and March 13, 2024. The solicitation was posted on City website on March 05, 2024. There was a total of twenty-four (24) views online; eight (8) proposals were received; all 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: \$3,929,850.00

Funding Source: Environmental Services Department Fiscal Year 21 Capital Projects

Account: 334-3150-34100-580270- PESD00210



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 16, 2024.

**STRATEGIC GOAL 7 – Enhance and Sustain El Paso's Infrastructure Network**

The linkage to the Strategic Plan is subsection 7.4 – Continue the strategic investment in City facilities and technology

**Award Summary:**

Discussion and action on the award of 2024-0380 Hondo Pass Citizen Collection Station to MIRADOR ENTERPRISES, INC., for a total estimated award of \$3,929,850.00. This contract will be used for the construction of a drop-off location for household waste, hazardous material, bulky items and recyclables.

Department:	Capital Improvement
Award to:	MIRADOR ENTERPRISES, INC.
City & State:	El Paso, TX
Item(s):	All
Contract Term:	295 Consecutive Calendar Days
Base Bid I:	\$3,929,850.00
Total Estimated Award:	\$3,929,850.00
Account(s):	334-3150-34100-580270- PESD00210
Funding Source(s):	Environmental Services Department Fiscal Year 21 Capital Projects
District(s):	4

This was a Competitive Sealed Proposal Procurement lump sum contract

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

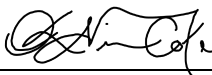
It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.


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**  
**Hondo Pass Citizen Collection Station**  
**Solicitation No. 2024-0380**

Evaluation Factors	Maximum Points	Mirador Enterprises, Inc	Martinez Bros. Contractors, LLC	Gracen Engineering & Construction, Inc	AAA General Contractors, LLC	Keystone GC, LLC	Jordan Foster Construction, LLC	J Carrizal General Construction
Factor A - Offeror's Fee Proposal	50	46.53	43.71	50.00	48.12	42.50	31.12	49.62
Factor B - Offeror's Proposed Construction Duration & Schedule	25	21.38	19.80	20.33	12.54	10.77	16.32	5.75
Factor C - Experience	10	8.60	8.30	2.90	4.69	7.16	8.90	2.75
Factor D - Reputation/References	5	4.60	3.80	1.47	1.60	3.00	5.00	0.00
Factor E – Proposed Key Personnel	10	9.20	9.00	8.40	8.00	8.60	8.60	7.20
<b>Total Points</b>	<b>100</b>	<b>90.31</b>	<b>84.61</b>	<b>83.10</b>	<b>77.95</b>	<b>72.03</b>	<b>69.94</b>	<b>65.32</b>
<b>Ranking</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

APPROVED:  5/17/2024  
 Managing Director/ Nicole Cote Date

APPROVED:  5/18/2024  
 City Engineer/Yvette Hernandez Date





## City of El Paso Bid Tabulation Form



BID TITLE: Hondo Pass Citizen Collection								BID NO: 2024-0380	
BID DATE: April 3, 2024								DEPARTMENT: Capital Improvement	
	AAA General Contractors, LLC  El Paso, TX Bidder 1 of 8	Gracen Engineering & Construction, Inc. dba Gracen Engineering & Construction, Inc.  El Paso, TX Bidder 2 of 8	J. Carrizal General Construction, Inc.  El Paso, TX Bidder 3 of 8	Jordan Foster Construction, LLC  El Paso, TX Bidder 4 of 8	Keystone GC, LLC  El Paso, TX Bidder 5 of 8	Martinez Bros. Contractors, LLC  El Paso, TX Bidder 6 of 8	National Facilities Direct  El Paso, TX Bidder 7 of 8	Mirador Enterprises, Inc  El Paso, TX Bidder 8 of 8	
Base Proposal:	\$3,800,280.00	\$3,657,332.00	\$3,685,000.00	\$5,877,000.00	\$4,303,165.00	\$4,184,045.25	Left Blank	\$3,929,850.00	
BID BOND:	YES	YES	YES	YES	YES	YES	NO	YES	
Amendemnt Acknowledged:	YES	YES	YES	YES	YES	YES	NO	YES	



Views List 2024-0380 Hondo Pass Citizen Collection			
No.	Participant Name	City	State
1	AAA General Contractors, LLC	El Paso	TX
2	Amtek USA, Austin	Houston	TX
3	Burman Construction, LLC	El Paso	TX
4	Caballero Electric Co	El Paso	TX
5	ConstructConnect	Cincinnati	OH
6	Construction Reporter	Albuquerque	NM
7	Elias Concrete Construction LLC	El Paso	TX
8	Evolution Construction Dirt & Paving, LLC	El Paso	TX
9	Gracen Engineering & Construction, Inc.	El Paso	TX
10	Hawk Construction	El Paso	TX
11	J Carrizal General Constructio	El Paso	TX
12	Jordan Foster Construction, LLC	El Paso	TX
13	Keystone GC, LLC	EL PASO	TX
14	Martinez Bros. Contractors, LLC	El Paso	TX
15	MC Services	El Paso	TX
16	Mirador Enterprises, Inc. (Mirador Enterprises)	EL PASO	TX
17	Noble General Contractors, LLC	El Paso	TX
18	Refrigeration Express (AS General Contractors LLC)	El Paso	TX
19	Rockwell American Services Ltd	Houston	TX
20	RVP GENERAL CONTRACTOR LLC	El paso	TX
21	The PlanIt Room	El Paso	TX
22	Vertex Contractors, LLC.	San Elizario	TX
23	Virtual Builders Exchange	San Antonio	TX
24	Vizcarra Plumbing, LLC	HORIZON CITY	TX



# 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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- "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.

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## Contributor / Donor Information:

Full Name	Yolanda Diaz
Business Name	Mirador Enterprises, Inc.
Agenda Item Type	2024-0380 Hondo Pass Citizen Collection Station
Relevant Department	Purchasing



**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



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: Yolanda Diaz Digitally signed by Yolanda Diaz  
Date: 2024.03.21 10:28:01 -06'00' Date: 04/03/2024





Legislation Text

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File #: 24-941, Version: 1

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**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

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

**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 7.5 Set one standard for infrastructure across the city.

**Award Summary:**

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Rio Valley Biofuels, LLC referencing Contract 2022-0724 Automotive Fuel - Diesel. This will be a change order to increase the award by \$1,013,607.00 resulting in a revised not to exceed total contract amount of \$10,613,607.00. This change order will add capacity to provide diesel for Eastside Regional Command Center.

Department:	Streets & Maintenance
Award to:	Rio Valley Biofuels, LLC
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$ 9,600,000.00
Change Order Amount:	\$ 1,013,607.00
Total estimated Amount not to Exceed:	\$10,613,607.00
Account(s):	532-3600-531240-37020-P3701
Funding Source(s):	Internal Service Fund
District(s):	All

This was a Best Value Bid Award - Markup Contract.



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**  
Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000  
K. Nicole Cote, Managing Director (915) 212-1092

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 7. Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** 7.5 Set one standard for infrastructure across the city

**SUBJECT:**

Discussion and action on the request that the Managing Director of Purchasing & Strategic be authorized to issue a Purchase Order to Rio Valley Biofuels, LLC referencing Contract 2022-0724 Automotive Fuel – Diesel. This will be a change order to increase the award by \$1,013,607.00 resulting in a revised not to exceed total contract amount of \$10,613,607.00

**BACKGROUND / DISCUSSION:**

This change order will add capacity to this contract to include the Eastside Regional Command Center for the duration of the initial term.

**SELECTION SUMMARY:**

N/A

**CONTRACT VARIANCE:**

N/A

**PROTEST**

N/A

**PRIOR COUNCIL ACTION:**

On November 22, 2022 City Council approved the award of contract 2022-0724 Automotive Fuel – Diesel to Rio Valley Biofuels, LLC for a three (3) year term and two (2) year-option to extend the contract for at total amount of \$16,000,000.00

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$1,013,607.00  
Funding Source: Internal Service Fund  
Account: 532 – 3600 – 531240 – 37020 - P3701

**TITLE 2, CHAPTER 2.92, Section 2.92-080 DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS**

Purchasing & Strategic Sourcing has provided the opportunity to disclose campaign contributions and donations.



HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?   X   YES      NO

PRIMARY DEPARTMENT: Streets and Maintenance Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

  
Richard J. Bristol, Streets and Maintenance Director

7-1-24



Project Form  
(Change Order)

\*\*\*\*\*

Please place the following item on the **Regular Agenda** for the City Council of **July 16, 2024.**

**Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network**

The linkage to the Strategic Plan is subsection 7.5 Set one standard for infrastructure across the city

**Award Summary:**

Discussion and action on the request that the Managing Director of Purchasing & Strategic be authorized to issue a Purchase Order to Rio Valley Biofuels, LLC referencing Contract 2022-0724 Automotive Fuel – Diesel. This will be a change order to increase the award by \$1,013,607.00 resulting in a revised not to exceed total contract amount of \$10,613,607.00. This change order will add capacity to provide diesel for Eastside Regional Command Center.

Department:	Streets & Maintenance
Award to:	Rio Valley Biofuels, LLC
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$9,600,000.00
Change Order Amount:	\$1,013,607.00
Total estimated Amount not to Exceed:	\$10,613,607.00
Account(s):	532 – 3600 – 531240 – 37020 – P3701
Funding Source(s):	Internal Service Fund
District(s):	All

This was a Best Value Bid Award – Markup Contract.





Legislation Text

File #: 24-931, 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

Public Health, Dr. Hector Ocaranza, (915) 212-1092

**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: 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community.

**Award Summary:**

Discussion and action on the award of Solicitation 2024-0285 Janitorial Services to Ace Government Services, LLC for an initial three (3) year term for an estimated amount of \$1,256,958.00. The total value of the contract is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$2,094,930.00. This contract will provide daily janitorial services across multiple clinics and office locations for the Department of Public Health.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$566,735.40 representing an 82.11% increase due to changes to cleaning hours and changes to hourly rates.

Department:	Public Health
Award to:	Ace Government Services LLC
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Annual Estimated Award:	\$418,986.00
Initial Term Estimated Award:	\$1,256,958.00
Option Term Estimated Award:	\$837,972.00
Total Estimated Award	\$2,094,930.00
Account(s)	341-1000-41160-522060 341-1000-41130-522060 341-2140-41240-522060-P41A-GT4124GAF



	341-2140-41240-522060-P41NE-GT4124GAF
	341-2235-41355-522060-PHS13-G21CSLFRF
	341-2235-41355-522150-PHS17-G21CSLFRF
Funding Source(s):	General Fund, Public Health Grants and COVID Relief Fund
District(s):	All

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

The Purchasing & Strategic Sourcing Department and Department of Public Health recommend award as indicated to Ace Government Services LLC the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement and to deem Professional Janitorial Service of El Paso dba PJS of El Paso as nonresponsive due to failure to fulfill requirements on the bid form and Amanda Pauline Nyser dba Axiom Enterprise Solutions LLC and Technologies Link Business and Service Corporation as nonresponsive and nonresponsible due to failure of submitting the required surety letter.

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 16, 2024

**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Dr. Hector Ocaranza , M.D., Health Director (915) 212-6502  
K. Nicole Cote, Managing Director (915) 212-1092

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 8 – Nurture and Promote a Healthy, Sustainable Community

**SUBGOAL:** 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community.

**SUBJECT:**

Discussion and action on the award of Solicitation 2024-0285 Janitorial Services to Ace Government Services, LLC for an initial three (3) year term for an estimated amount of \$1,256,958.00. The total value of the contract is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$2,094,930.00. This contract will provide daily janitorial services across multiple clinics and office locations for the Department of Public Health.

**DISCUSSION:**

The contract will provide daily janitorial services to Department of Public Health clinics and locations.

**SELECTION SUMMARY:**

Solicitation was advertised on December 31, 2023 and January 7, 2024. The solicitation was posted on City website on December 26, 2023. There was a total of twenty-four (24) viewers online; seven (7) bids received, four (4) being local vendors.

**CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: An increase of \$566,735.40 for the initial term, which represents an 82.11% increase due to additional cleaning hours and current wage market.

**PROTEST**

A protest was received for this requirement. The protest was addressed and resolved.

**PRIOR COUNCIL ACTION:**

N/A



**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$1,256,958.00  
Funding Source: General Fund, Public Health Grants and COVID-19 Relief Fund  
Account: 341-1000-41160-522060  
341-1000-41130-522060  
341-2140-41240-522060-P41A- GT4124GAF  
341-2140-41240-522060-P41NE-GT4124GAF  
341-2235-41355-522060-PHS13-G21CSLFRF  
341-2235-41355-522150-PHS17-G21CSLFRF

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?   X   YES    NO**

**PRIMARY DEPARTMENT:** Public Health  
**SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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Dr. Hector Ocaranza , M.D., Health Director



Project Form  
Best Value Bid

\*\*\*\*\*Posting Language Below\*\*\*\*\*

Please place the following item on the Regular Agenda for the City Council of July 16, 2024.

Select Strategic Goal 8 - Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic Plan is subsection: 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

**Award Summary:**

Discussion and action on the award of Solicitation 2024-0285 Janitorial Services to Ace Government Services, LLC for an initial three (3) year term for an estimated amount of \$1,256,958.00. The total value of the contract is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$2,094,930.00. This contract will provide daily janitorial services across multiple clinics and office locations for the Department of Public Health.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$566,735.40 representing an 82.11% increase due to changes to cleaning hours and the current wage market.

Department:	Public Health
Award to:	Ace Government Services LLC
City & State:	El Paso, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Annual Estimated Award:	\$418,986.00
Initial Term Estimated Award:	\$1,256,958.00
Option Term Estimated Award:	\$837,972.00
Total Estimated Award	\$2,094,930.00
Account(s)	341-1000-41160-522060 341-1000-41130-522060 341-2140-41240-522060-P41A- GT4124GAF 341-2140-41240-522060-P41NE-GT4124GAF 341-2235-41355-522060-PHS13-G21CSLFRF 341-2235-41355-522150-PHS17-G21CSLFRF
Funding Source(s):	General Fund, Public Health Grants and COVID Relief Fund
District(s):	All

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



The Purchasing & Strategic Sourcing Department and Department of Public Health recommend award as indicated to Ace Government Services LLC the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement and to deem Professional Janitorial Service of El Paso dba PJS of El Paso as nonresponsive due to failure to fulfill requirements on the bid form and Amanda Pauline Nyser dba Axiom Enterprise Solutions LLC and Technologies Link Business and Service Corporation as nonresponsive and nonresponsible due to failure of submitting the required surety letter.

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.



Committee Scoresheet									
CITY OF EL PASO BEST VALUE SCORESHEET									
PROJECT: 2024-0285 Janitorial Services									
Evaluation of Submittal									
		Ace Government Services, LLC El Paso, TX	Bella Luna Engineering & Building Maintenance El Paso, Texas	HCV Enterprises, LLC dba ServiceMaster Commercial Cleaning by Legacy El Paso, TX	De La Paz Cleaning & Rental Service LLC Del Rio, TX	Infection Controls, Inc dba GermBlast Lubbock, TX	Amanda Pauline Nyser dba Axiom Enterprise Solutions LLC El Paso, TX	Professional Janitorial Service dba PJS of El Paso El Paso, TX	Technologies Link Business & Services Corporation Katy, TX
MAX POINTS									
Factor A - Price									
	35	\$ 1,256,958.00	\$ 1,097,507.16	\$ 1,336,038.48	\$ 2,421,262.44	\$ 2,408,924.52	Offer Deemed Non-Responsive and Non-Responsible	Offer Deemed Non-Responsive	Offer Deemed Non-Responsive and Non-Responsible
		30.56	35.00	28.75	15.86	15.95			
Factor B - Experience – Comparable Contracts									
	30	25.00	13.67	27.33	29.00	19.67			
Factor C - References									
	25	25.00	25.00	16.67	6.67	15.00	Not Evaluated	Not Evaluated	Not Evaluated
Factor D - Employee Medical Benefit and Incentives									
	10	8.00	2.00	2.00	8.00	6.00			
TOTAL SCORE		100	88.56	75.67	74.75	59.53			
Rank			1	2	3	4			





CITY OF EL PASO  
BID TABULATION FORM  
REVISED



BID TITLE: Janitorial Services  
BID DATE: January 31, 2024  
Department: Public Health Department  
BID NO: 2024-0285

		ACE Government Services, LLC El Paso, TX Bidder 1 of 8			Amanda Pauline Nyser dba Axiom Enterprise Solutions LLC El Paso, TX Bidder 2 of 8			Bella Luna Engineering & Building Maintenance El Paso, TX Bidder 3 of 8			De La Paz Cleaning And Rental Service LLC Del Rio, TX Bidder 4 of 8		
Item No.	Description	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )
1	Community Clinic 5115 El Paso Dr. El Paso, TX 79905	\$ 4,306.50	\$ 51,678.00	\$ 155,034.00	\$ 9,918.00	\$ 119,016.00	\$ 357,048.00	\$ 3,823.22	\$ 45,878.64	\$ 137,635.92	\$ 10,216.98	\$ 122,603.76	\$ 367,811.28
2	Laboratory & Immunizations Clinic 9566 Railroad El Paso, TX 79924	\$ 1,957.50	\$ 23,490.00	\$ 70,470.00	\$ 4,132.50	\$ 49,590.00	\$ 148,770.00	\$ 1,647.56	\$ 19,770.72	\$ 59,312.16	\$ 3,191.64	\$ 38,299.68	\$ 114,899.04
3	Rawlings Dental Clinic 3301 Pera El Paso, TX 79905	\$ 939.60	\$ 11,275.20	\$ 33,825.60	\$ 1,983.60	\$ 23,803.20	\$ 71,409.60	\$ 790.83	\$ 9,489.96	\$ 28,469.88	\$ 2,261.74	\$ 27,140.88	\$ 81,422.64
4	Pat O'Rourke Clinic 701 Montana El Paso, TX 79902	\$ 1,566.00	\$ 18,792.00	\$ 56,376.00	\$ 3,306.00	\$ 39,672.00	\$ 119,016.00	\$ 1,479.00	\$ 17,748.00	\$ 53,244.00	\$ 2,990.09	\$ 35,881.08	\$ 107,643.24
5	a. Henderson Health Center 721 S. Mesa	\$ 1,566.00	\$ 18,792.00	\$ 56,376.00	\$ 4,132.50	\$ 49,590.00	\$ 148,770.00	\$ 1,344.15	\$ 16,129.80	\$ 48,389.40	\$ 3,506.28	\$ 42,075.36	\$ 126,226.08
	b. Henderson Health Center (Weekend Schedule)	\$ 391.50	\$ 4,698.00	\$ 14,094.00	\$ 4,132.50	\$ 49,590.00	\$ 148,770.00	\$ 346.91	\$ 4,162.92	\$ 12,488.76	\$ 1,477.97	\$ 17,735.64	\$ 53,206.92
6	Northeast Health Center 5587 Trans Mountain El Paso, TX 79924	\$ 1,957.50	\$ 23,490.00	\$ 70,470.00	\$ 4,132.50	\$ 49,590.00	\$ 148,770.00	\$ 1,630.16	\$ 19,561.92	\$ 58,685.76	\$ 3,506.28	\$ 42,075.36	\$ 126,226.08
7	a. Canutillo WIC Center 300 Farm Rd. El Paso, TX 79835	\$ 626.40	\$ 7,516.80	\$ 22,550.40	\$ 1,322.40	\$ 15,868.80	\$ 47,606.40	\$ 562.02	\$ 6,744.24	\$ 20,232.72	\$ 1,477.97	\$ 17,735.64	\$ 53,206.92
	b. Canutillo WIC Center (Weekend Schedule)	\$ 72.00 Bidder's Price \$313.20	\$ 864.00	\$ 2,592.00	\$ 152.00	\$ 1,824.00	\$ 5,472.00	\$ 66.00	\$ 792.00	\$ 2,376.00	\$ 901.72	\$ 10,820.64	\$ 32,461.92
8	Pershing WIC Center 3707 Pershing El Paso, TX 79903	\$ 2,818.80	\$ 33,825.60	\$ 101,476.80	\$ 6,420.60	\$ 77,047.20	\$ 231,141.60	\$ 2,502.46	\$ 30,029.52	\$ 90,088.56	\$ 4,813.49	\$ 57,761.88	\$ 173,285.64
9	a. Montana Vista WIC Center 14612 Gregg Dr.	\$ 626.40	\$ 7,516.80	\$ 22,550.40	\$ 1,983.60	\$ 23,803.20	\$ 71,409.60	\$ 556.80	\$ 6,681.60	\$ 20,044.80	\$ 2,142.95	\$ 25,715.40	\$ 77,146.20
	b. Montana Vista WIC Center (Weekend Schedule)	\$ 313.20	\$ 3,758.40	\$ 11,275.20	\$ 413.25	\$ 4,959.00	\$ 14,877.00	\$ 278.40	\$ 3,340.80	\$ 10,022.40	\$ 882.93	\$ 10,595.16	\$ 31,785.48
10	Americas WIC Center 10039 North Loop El Paso, TX 79927	\$ 1,957.50	\$ 23,490.00	\$ 70,470.00	\$ 4,132.50	\$ 49,590.00	\$ 148,770.00	\$ 1,734.56	\$ 20,814.72	\$ 62,444.16	\$ 3,281.87	\$ 39,382.44	\$ 118,147.32
11	Lee Trevino WIC Center 1840 Lee Trevino, Suite 201 El Paso, TX 79935	\$ 2,349.00	\$ 28,188.00	\$ 84,564.00	\$ 6,420.60	\$ 77,047.20	\$ 231,141.60	\$ 1,957.50	\$ 23,490.00	\$ 70,470.00	\$ 4,698.98	\$ 56,387.76	\$ 169,163.28
12	San Elizario WIC Clinic 12004 Socorro Rd. El Paso, TX 79849	\$ 1,957.50	\$ 23,490.00	\$ 70,470.00	\$ 4,132.50	\$ 49,590.00	\$ 148,770.00	\$ 1,734.56	\$ 20,814.72	\$ 62,444.16	\$ 3,335.84	\$ 40,030.08	\$ 120,090.24
13	Ft. Bliss WIC Clinic Building 51 Slater Rd. Fort Bliss, TX	\$ 2,349.00	\$ 28,188.00	\$ 84,564.00	\$ 5,350.50	\$ 64,206.00	\$ 192,618.00	\$ 2,088.00	\$ 25,056.00	\$ 75,168.00	\$ 4,127.45	\$ 49,529.40	\$ 148,588.20
14	Henderson WIC Clinic 721 S. Mesa El Paso, TX 79901	\$ 939.60	\$ 11,275.20	\$ 33,825.60	\$ 1,983.60	\$ 23,803.20	\$ 71,409.60	\$ 796.05	\$ 9,552.60	\$ 28,657.80	\$ 2,046.88	\$ 24,562.56	\$ 73,687.68





CITY OF EL PASO  
BID TABULATION FORM  
REVISED



BID TITLE: Janitorial Services

BID NO: 2024-0285

BID DATE: January 31, 2024

Department: Public Health Department

		ACE Government Services, LLC El Paso, TX Bidder 1 of 8			Amanda Pauline Nyser dba Axiom Enterprise Solutions LLC El Paso, TX Bidder 2 of 8			Bella Luna Engineering & Building Maintenance El Paso, TX Bidder 3 of 8			De La Paz Cleaning And Rental Service LLC Del Rio, TX Bidder 4 of 8		
Item No.	Description	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )
15	Stanton Clinic 220 S. Stanton El Paso, TX 79901	\$ 2,740.50	\$ 32,886.00	\$ 98,658.00	\$ 4,959.00	\$ 59,508.00	\$ 178,524.00	\$ 2,367.48	\$ 28,409.76	\$ 85,229.28	\$ 4,108.73	\$ 49,304.76	\$ 147,914.28
16	Remcon Clinic 7380 Remcon El Paso, TX 79912	\$ 2,740.50	\$ 32,886.00	\$ 98,658.00	\$ 4,959.00	\$ 59,508.00	\$ 178,524.00	\$ 2,382.71	\$ 28,592.52	\$ 85,777.56	\$ 4,108.73	\$ 49,304.76	\$ 147,914.28
17	Sexual Health and Chest Clinic 9341 Alameda El Paso, TX 79907	\$ 2,740.50	\$ 32,886.00	\$ 98,658.00	\$ 4,959.00	\$ 59,508.00	\$ 178,524.00	\$ 2,397.94	\$ 28,775.28	\$ 86,325.84	\$ 4,178.77	\$ 50,145.24	\$ 150,435.72
Total			\$ 418,986.00	\$ 1,256,958.00		\$ 947,113.80	\$ 2,841,341.40		\$ 365,835.72	\$ 1,097,507.16		\$ 807,087.48	\$ 2,421,262.44
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u>  THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.													
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)		<div>X</div>			<div>X</div>			<div></div>			<div></div>		
NO OPTION OFFERED		<div></div>			<div></div>			<div>X</div>			<div>X</div>		
AMENDMENTS ACKNOWLEDGED:		YES			YES			YES			YES		
BIDS SOLICITED: 358 LOCAL BIDS SOLICITED: 208 BIDS RECEIVED: 7 LOCAL BIDS RECEIVED: 4 NO BID: 4													

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.





# CITY OF EL PASO

## BID TABULATION FORM

### REVISED



**BID TITLE:** Janitorial Services

**BID NO:** 2024-0285

**BID DATE:** January 31, 2024

**Department:** Public Health Department

		Infection Controls, Inc. dba GermBlast Lubbock, TX Bidder 5 of 8			HCV Enterprises, LLC dba ServiceMaster Commercial Cleaning by Legacy El Paso, TX Bidder 6 of 8			Professional Janitorial Service of El Paso dba PJS of El Paso El Paso, TX Bidder 7 of 8			Technologies Link Business and Service Corporation Katy, TX Bidder 8 of 8		
Item No.	Description	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )
1	Community Clinic 5115 El Paso Dr. El Paso, TX 79905	\$ 8,691.30	\$ 104,295.60	\$ 312,886.80	\$ 4,655.80	\$ 55,869.60	\$ 167,608.80	\$ -	\$ -	\$ -	\$ 3,661.02	\$ 43,932.24	\$ 131,796.72
2	Laboratory & Immunizations Clinic 9566 Railroad El Paso, TX 79924	\$ 3,621.38	\$ 43,456.56	\$ 130,369.68	\$ 2,116.27	\$ 25,395.24	\$ 76,185.72	\$ -	\$ -	\$ -	\$ 1,987.02	\$ 23,844.22	\$ 71,532.65
3	Rawlings Dental Clinic 3301 Pera El Paso, TX 79905	\$ 1,738.26	\$ 20,859.12	\$ 62,577.36	\$ 1,015.81	\$ 12,189.72	\$ 36,569.16	\$ -	\$ -	\$ -	\$ 1,117.06	\$ 13,404.72	\$ 40,214.16
4	Pat O'Rourke Clinic 701 Montana El Paso, TX 79902	\$ 2,897.10	\$ 34,765.20	\$ 104,295.60	\$ 1,693.02	\$ 20,316.24	\$ 60,948.72	\$ -	\$ -	\$ -	\$ 1,669.83	\$ 20,037.96	\$ 60,113.88
5	a. Henderson Health Center 721 S. Mesa	\$ 5,432.06	\$ 65,184.72	\$ 195,554.16	\$ 1,693.02	\$ 20,316.24	\$ 60,948.72	\$ -	\$ -	\$ -	\$ 1,606.59	\$ 19,279.08	\$ 57,837.24
	b. Henderson Health Center (Weekend Schedule)	\$ 796.70	\$ 9,560.40	\$ 28,681.20	\$ 48.65	\$ 583.80	\$ 1,751.40	\$ -	\$ -	\$ -	\$ 80.50	\$ 966.00	\$ 2,898.00
6	Northeast Health Center 5587 Trans Mountain El Paso, TX 79924	\$ 3,621.38	\$ 43,456.56	\$ 130,369.68	\$ 2,116.27	\$ 25,395.24	\$ 76,185.72	\$ -	\$ -	\$ -	\$ 1,879.66	\$ 22,555.92	\$ 67,667.76
7	a. Canutillo WIC Center 300 Farm Rd.	\$ 1,158.84	\$ 13,906.08	\$ 41,718.24	\$ 677.20	\$ 8,126.40	\$ 24,379.20	\$ -	\$ -	\$ -	\$ 879.20	\$ 10,550.40	\$ 31,651.20
	b. Canutillo WIC Center (Weekend Schedule)	\$ 869.13	\$ 10,429.56	\$ 31,288.68	\$ 77.92	\$ 935.04	\$ 2,805.12	\$ -	\$ -	\$ -	\$ 75.50	\$ 906.00	\$ 2,718.00
8	Pershing WIC Center 3707 Pershing El Paso, TX 79903	\$ 5,214.78	\$ 62,577.36	\$ 187,732.08	\$ 3,047.43	\$ 36,569.16	\$ 109,707.48	\$ -	\$ -	\$ -	\$ 2,506.22	\$ 30,074.64	\$ 90,223.92
9	a. Montana Vista WIC Center 14612 Gregg Dr.	\$ 1,738.26	\$ 20,859.12	\$ 62,577.36	\$ 677.20	\$ 8,126.40	\$ 24,379.20	\$ -	\$ -	\$ -	\$ 865.38	\$ 10,384.56	\$ 31,153.68
	b. Montana Vista WIC Center (Weekend Schedule)	\$ 135.80	\$ 1,629.60	\$ 4,888.80	\$ 77.84	\$ 934.08	\$ 2,802.24	\$ -	\$ -	\$ -	\$ 75.06	\$ 900.72	\$ 2,702.16
10	Americas WIC Center 10039 North Loop El Paso, TX 79927	\$ 3,621.38	\$ 43,456.56	\$ 130,369.68	\$ 2,116.27	\$ 25,395.24	\$ 76,185.72	\$ -	\$ -	\$ -	\$ 1,733.75	\$ 20,805.00	\$ 62,415.00
11	Lee Trevino WIC Center 1840 Lee Trevino, Suite 201 El Paso, TX 79935	\$ 5,214.78	\$ 62,577.36	\$ 187,732.08	\$ 2,539.53	\$ 30,474.36	\$ 91,423.08	\$ -	\$ -	\$ -	\$ 2,256.25	\$ 27,075.00	\$ 81,225.00
12	San Elizario WIC Clinic 12004 Socorro Rd. El Paso, TX 79849	\$ 3,621.98	\$ 43,463.76	\$ 130,391.28	\$ 2,116.27	\$ 25,395.24	\$ 76,185.72	\$ -	\$ -	\$ -	\$ 1,776.99	\$ 21,323.88	\$ 63,971.64
13	Ft. Bliss WIC Clinic Building 51 Slater Rd. Fort Bliss, TX	\$ 4,345.65	\$ 52,147.80	\$ 156,443.40	\$ 2,539.53	\$ 30,474.36	\$ 91,423.08	\$ -	\$ -	\$ -	\$ 2,168.75	\$ 26,025.00	\$ 78,075.00
14	Henderson WIC Clinic 721 S. Mesa El Paso, TX 79901	\$ 1,158.84	\$ 13,906.08	\$ 41,718.24	\$ 1,015.81	\$ 12,189.72	\$ 36,569.16	\$ -	\$ -	\$ -	\$ 1,179.58	\$ 14,154.96	\$ 42,464.88





CITY OF EL PASO  
BID TABULATION FORM  
REVISED



BID TITLE: Janitorial Services											BID NO: 2024-0285		
BID DATE: January 31, 2024											Department: Public Health Department		
		Infection Controls, Inc. dba GermBlast Lubbock, TX Bidder 5 of 8			HCV Enterprises, LLC dba ServiceMaster Commercial Cleaning by Legacy El Paso, TX Bidder 6 of 8			Professional Janitorial Service of El Paso dba PJS of El Paso El Paso, TX Bidder 7 of 8			Technologies Link Business and Service Corporation Katy, TX Bidder 8 of 8		
Item No.	Description	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )	Estimated Monthly Amount (See Scope of Work for Formula) A	Estimated Annual Amount B = A X 12 ( B )	Estimated 3 Year Total C = B X 3 ( C )
15	Stanton Clinic 220 S. Stanton El Paso, TX 79901	\$ 4,345.65	\$ 52,147.80	\$ 156,443.40	\$ 2,962.78	\$ 35,553.36	\$ 106,660.08	\$ -	\$ -	\$ -	\$ 2,419.45	\$ 29,033.40	\$ 87,100.20
16	Remcon Clinic 7380 Remcon El Paso, TX 79912	\$ 4,345.65	\$ 52,147.80	\$ 156,443.40	\$ 2,962.78	\$ 35,553.36	\$ 106,660.08	\$ -	\$ -	\$ -	\$ 2,442.44	\$ 29,309.28	\$ 87,927.84
17	Sexual Health and Chest Clinic 9341 Alameda El Paso, TX 79907	\$ 4,345.65	\$ 52,147.80	\$ 156,443.40	\$ 2,962.78	\$ 35,553.36	\$ 106,660.08	\$ -	\$ -	\$ -	\$ 2,520.99	\$ 30,251.88	\$ 90,755.64
Total			\$ 802,974.84	\$ 2,408,924.52		\$ 445,346.16	\$ 1,336,038.48		\$ -	\$ -		\$ 394,814.86	\$ 1,184,444.57
<u>OPTION TO EXTEND THE TERM OF THE</u> <u>AGREEMENT</u> THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.													
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)		<input type="text"/>			<input type="text"/>			<input type="text"/>			<input checked="" type="text"/>		
NO OPTION OFFERED		<input checked="" type="text"/>			<input checked="" type="text"/>			<input type="text"/>			<input type="text"/>		
AMENDMENTS ACKNOWLEDGED:		YES			YES			YES			YES		
BIDS SOLICITED: 358 LOCAL BIDS SOLICITED: 208 BIDS RECEIVED: 7 LOCAL BIDS RECEIVED: 4 NO BID: 4													

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.



2024-0285 Janitorial Services  
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	Construction Reporter		Unsubmitted	Albuquerque	NM
2	American Facility Services, Inc.		Unsubmitted	ALPHARETTA	GA
3	OVOL USA (Western BRW-Bosworth)	01/12/2024	No Bid	Dallas	TX
4	DLP Services LLC (De La Paz Cleaning and Rental Services LLC)	01/25/2024	Submitted	Del Rio	TX
5	Bella Luna Engineering and Building Maintenance	01/31/2024	Submitted	El Paso	TX
6	Ace Government Services LLC	01/31/2024	Submitted	El Paso	TX
7	PJS of El Paso, Inc.	01/31/2024	Submitted	El Paso	TX
8	HCV ENTERPRISES, LLC	01/29/2024	Submitted	El Paso	TX
9	Axiom Enterprise Solutions LLC	01/28/2024	Submitted	El Paso	TX
10	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	01/04/2024	No Bid	EL PASO	TX
11	Blazing Property Services LLC		Unsubmitted	El Paso	TX
12	eagle janitorial services		Viewed	El Paso	TX
13	EcoBio Clean		Viewed	El Paso	TX
14	Ferguson Enterprises LLC		Viewed	El Paso	TX
15	For The Brand Marketing LLC		Viewed	El Paso	TX
16	International Eagle Enterprises		Viewed	El Paso	TX
17	MONEYLINEZ 915 LLC		Viewed	El Paso	TX
18	Rexcel Coatings Corporation		Viewed	El Paso	TX
19	X Cleaning Professionals		Unsubmitted	El Paso	TX
20	Complete Supply	12/28/2023	No Bid	Farmers Branch	TX
21	TLBSCORPORATION	01/31/2024	Submitted	katy	TX
22	GermBlast (Infection Controls, Inc.)	01/31/2024	Submitted	Lubbock	TX
23	Northstar Solutions LLC		Viewed	The Colony	TX
24	Unipak Corp.	01/10/2024	No Bid	West Long Branch	NJ



# 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 Steven Chapel

Business Name Ace Government Services, LLC

Agenda Item Type 2024-0285 Janitorial Services

Relevant Department Department of Public Health



**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.

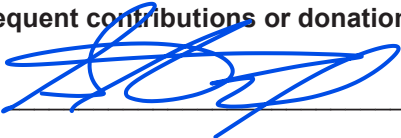
OR

☐

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: 05/14/2024





Legislation Text

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**File #: 24-903, Version: 1**

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**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

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\*\*\*\*\*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.

**ORDINANCE NO. \_\_\_\_\_**



**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.

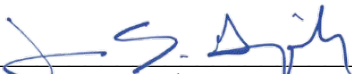
**SELLER:**

**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

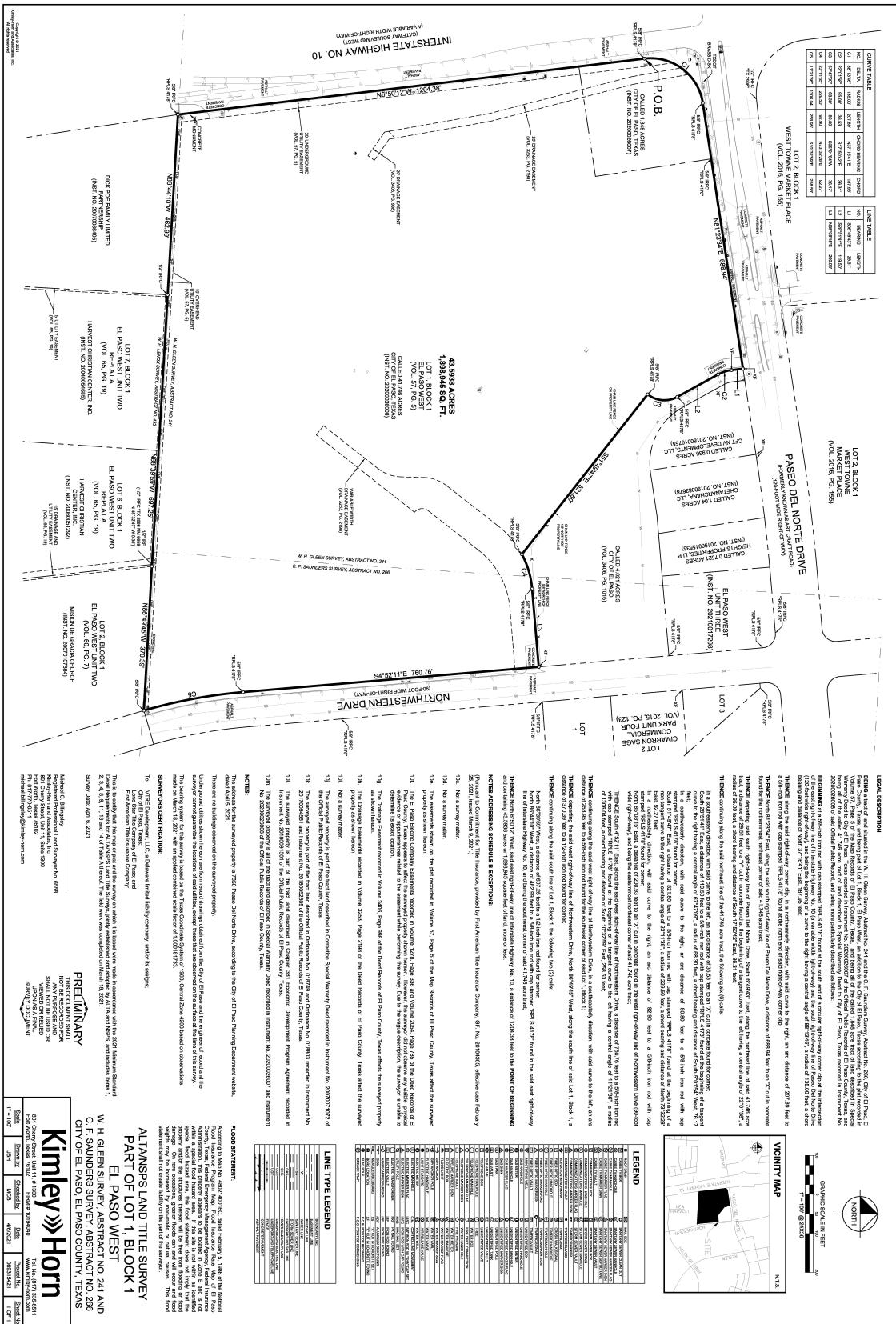
My commission expires:

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.

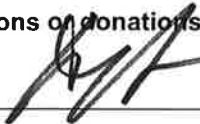
☒ I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

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

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**File #: 24-899, Version: 2**

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**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**

Zoo, Joe Montisano, (915) 212-2800

**AGENDA LANGUAGE:**

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

That the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the CITY OF EL PASO (the "CITY"), and the PASO DEL NORTE COMMUNITY FOUNDATION (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate the Zoo Fund Program (the "Program") to provide fundraising support to the El Paso Zoo (the "Zoo"), and provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Zoo for a term of five (5) years and shall automatically renew for additional one (1) year periods with a limit of five (5) additional periods.



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

**DEPARTMENT:** Zoo

**AGENDA DATE:** July 16, 2024

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME AND PHONE NUMBER:** Joe Montisano, 915-212-2800

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 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:**

That the City Manager be authorized to sign an agreement Regarding Mutual Cooperation (the "Agreement") between the City of El Paso (the "City"), and the Paso Del Norte Community Foundation (the "PDNCF"), a non-profit 501©(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate the Zoo Fund Program (the "Program") to provide fundraising support to the El Paso Zoo ( the "Zoo"), and provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Zoo for a term of five (5) years and shall automatically renew for additional one (1) year period with a limit of five (5) additional periods.

**BACKGROUND / DISCUSSION:**

This resolution will provide a not-for-profit vehicle for the El Paso Zoo to receive donations and gifts from community, individuals or foundations for the benefit of the El Paso Zoo. These funds will be held in dedicated accounts at the Paso Del Norte Community Foundation specific to the donor intention. Funds will be distributed to the City or vendor requested once proper purchasing procedures are followed. The PDNCF will retain a maximum of 1 percent to compensate for this service and provide full accounting reports to the City of these fund balances.

**PRIOR COUNCIL ACTION:**

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

None- The City does have an existing similar resolution with PDNCP for the BOSS program.

**AMOUNT AND SOURCE OF FUNDING:**

If is funded through donations and gifts from the public, foundations and alternative source for the betterment of the Zoo.

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

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



**RESOLUTION**

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

That the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the **CITY OF EL PASO** (the "CITY"), and the **PASO DEL NORTE COMMUNITY FOUNDATION** (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate the Zoo Fund Program (the "Program") to provide fundraising support to the El Paso Zoo (the "Zoo"), and provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Zoo for a term of five (5) years and shall automatically renew for additional one (1) year periods with a limit of five (5) additional periods.

**APPROVED** by the City Council of El Paso on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**THE CITY OF EL PASO, TEXAS**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
*Jesus A. Quintanilla*

Jesus A. Quintanilla  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
*Joe Montisano*

Joe Montisano, Director  
El Paso Zoo and Botanical Gardens



## AGREEMENT REGARDING MUTUAL COOPERATION

**THIS AGREEMENT REGARDING MUTUAL COOPERATION** (this "Agreement") is entered into on \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") by and between the CITY OF EL PASO, a home rule municipality (the "City"), and **PASO DEL NORTE COMMUNITY FOUNDATION** (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties").

**WHEREAS**, the City owns and operates the El Paso Zoo (the "Zoo") for conservation, education, recreation, and scientific study; and

**WHEREAS**, the PDNCF is a non-profit 501(c)(3) organization established to support the philanthropic goals of individuals, families, corporations, foundations and nonprofit organizations to improve health, education, social services, economic development and quality of life in the Paso del Norte region;

**WHEREAS**, the City desires to partner with the PDNCF to support the Zoo through fundraising efforts.;

**WHEREAS**, the Zoo Fund sustainability strategy includes diversifying funding sources through private individuals, foundations and corporate sponsorships, investing in grant writing and fundraising efforts, seeking partnership and sponsorship opportunities, advocating for continued City and County support, and fostering community engagement and support, hereinafter referred to as the "Program";

**WHEREAS**, in order to better accomplish the goals listed above, it will be beneficial for the Parties to outline their goals and objectives as described herein.

**NOW, THEREFORE**, the City and the PDNCF agree as follows:

1. **Initial Term and Automatic Renewals.** Unless terminated sooner as provided in this Agreement, the term of this Agreement shall be for a period five (5) years from the Effective Date (the "Term") and shall automatically renew for five (5) successive additional one (1) year periods with a limit of five (5) additional periods, unless either party provides written notice to the other of their decision not to renew at least sixty (60) days prior to the expiration of any Term.

2. **Agreements by the PDNCF.** Until the expiration of the Term of this Agreement or the earlier termination of thereof, the PDNCF shall:



- a. Use Commercially reasonable efforts to establish the El Paso Zoo Fund ("the Fund"), a restricted fund in the PDNCF, to receive gifts, grants, contributions and other revenue and incur liabilities to support the purposes of the Program.
- b. Have the right to transfer funds, in an amount not to exceed 1% per accepted donation, from the restricted fund to the PDNCF's general fund for administrative fees upon the Fund receiving the donation.
- c. Seek and receive City's approval through City Manager, or City Manager's designee, prior to accepting any donation that the donor restricts upon a specific project, program or use, and may include City costs to honor such donation.
- d. Cooperate with the City on any agreements PDNCF may seek to enter into in furtherance of providing on-going financial support to the Program, and shall include the City as a party and in all negotiations that involve use of the funds.
- e. PDNCF shall quarterly provide to City financial statements that account for revenue and expenses from the Fund in accordance with all relevant regular accounting practices and principals, track all transactions, and shall categorize and identify the sources of those monies in the Fund.
- f. Upon request by the City through City Manager or designee, provide amounts requested by the City through the City Manager or designee for specified use within 30 days from Fund unless the amount in the Fund is not sufficient for that specified purpose in accordance with any donor restrictions.
- g. Comply with an annual independent audit of the Fund to be provided at City's cost and provided to the City Manager or designee.
- h. Consult with the City Manager or designee, who shall include the City's Public Information Officer, in response to requests from the media regarding any aspect of this Agreement.
- i. Consult with the City Manager or designee as a point of contact over any duties, rights, or issues related to the Agreement.

Notwithstanding any of the foregoing to the contrary, in no event shall the PDNCF be required to take any action or refrain from taking any action that may, in the PDNCF's sole discretion, cause the PDNCF to be in violation of applicable Internal Revenue Code rules or regulations or other applicable law.

Except for administrative fees allowed herein, no funds shall be used for or converted to any other purpose other than to be used by the City of El Paso for benefit of the El Paso Zoo. Funds collected under this Agreement may not be invested without the City's prior written consent



through its Comptroller, and any investment shall comply with the City's Investment Policy and relevant State laws that apply to government funds.

3. **Agreements of the City and the PDNCF.** Until the expiration of the Term of this Agreement or the earlier termination thereof, the Parties agree to:

- a. Allow the PDNCF to use any creative design, logos, photography or other intellectual property and business or branding, which may be owned by the City, the Zoo, or its agents or assignees for purposes of continuity and association between the City, the PDNCF and the Program with the prior written consent of the Zoo Director or the Deputy City Manager over Quality of Life.
- b. The Parties agree that all money and the fair market value of all property in the Fund, and all income derived therefrom, shall be reported as belonging to the PDNCF, on the PDNCF's financial statements, and tax returns. It is the intent of the Parties that this Agreement be interpreted to grant the PDNCF with variance power and enable the PDNCF to treat the Fund as the PDNCF's asset in accordance with Accounting Standards Codification (ASC) paragraphs ASC 958-605-25-25 and -26, formerly expressed in Statement No. 136 issued by the Financial Accounting Standards Board (FASB).
- c. Unless otherwise agreed in writing, any tangible or intangible property, including intellectual property, such as copyrights, obtained from third parties or created in connection with the Program shall be the property of the City, held for the charitable purposes of the Program.

4. **Joint Efforts.**

- a. During the term of this Agreement, the City and the PDNCF agree to acknowledge the joint efforts of each other during presentations to third parties.
- b. The Parties agree that donations over fifty thousand dollars (\$50,000) need to be presented to City Council for acceptance. The Parties agree that donations to the Fund that require a contract shall include the City as a party to such contract.

5. **Termination and Amendments.**

- a. Either Party may terminate this Agreement at any time upon thirty (30) calendar days' advance written notice to the other Party.
- b. Unless the Agreement is terminated sooner as provided above, or the Parties amend the Agreement in advance of termination, this Agreement will renew automatically upon the expiration of the Term for successive additional one (1) year periods unless either party provides written notice to the other of their decision not to renew at least sixty (60) days prior to the expiration of any Term.



- c. Upon the expiration or termination of Agreement, PDNCF will provide accounting of Fund, comply with a full audit if requested by the City Manager or designee at the City's cost, and release the balance of the Fund to the City for use at the Zoo within 60 days acknowledging the PDNCF's variance power and in accordance with any donor restrictions.

6. **Disputes and Cure Rights.** The PDNCF and the City agree to use good faith efforts to resolve any breaches of this Agreement or any disputes regarding the subject matter and transactions contemplated by this Agreement through mediation before exercising the termination rights set forth in Section 5 so long as the City is not required to incur any financial obligation for participation in mediation.

7. **Notices.** With respect to any notice required or permitted to be given in connection with Agreement (a "Notice"), such Notice shall be deemed received three (3) days after deposit of such Notice in the United States Certified Mail, return receipt requested, postage pre-paid, or on the day of delivery, when delivered personally, to the addresses and parties provided below:

To the City: **The City of El Paso  
Attn: City Manager  
PO BOX 1890  
El Paso, Texas 79950-1890**

With Copy to: **El Paso Zoo and Botanicals Gardens  
Attn: Director  
4001 E. Paisano  
El Paso, Texas 79905**

PDNCF: **PDNCF  
Attn: CEO  
221 N. Kansas St. Suite 1900  
El Paso, Texas 79901**



8. **Modification of this Agreement.** This Agreement may be modified only by written agreement by the Parties.
9. **Assignment.** The Parties may not assign any obligations or rights under this Agreement without the express written consent of the other Party.
10. **No Joint Enterprise.** This Agreement does not create any joint enterprise between the Parties.
11. **Independent Contractors.** The City and the PDNCF are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the PDNCF nor any of their respective agents or employees has control or the right to control the activities of the other Party in carrying out the terms of this Agreement. Both Parties agree that neither Party has, nor will attempt to assert, authority to make commitments for or to bind the other Party to any obligation other than the obligations described in this Agreement.
12. **Headings.** The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.
13. **Expenditures.** Each Party to this Agreement is responsible for the costs associated with such Party's exercise of any rights or performance of any duties under this Agreement.
14. **Texas Public Information Act.** City is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that City shall be obligated to perform its duties under this Agreement in compliance with the Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Public Information Act, City shall be relieved of said duties without penalty or further liability. In the event that City receives a request, pertaining to this Agreement or information resulting from this Agreement, under the Public Information Act for Confidential Information it shall immediately notify PDNCF and confer on whether disclosure should be opposed. It is expressly agreed that City may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. PDNCF may be asked to support such requests for determination by the Attorney General. It is further agreed that City, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that City, its officers and employees shall have no liability to PDNCF for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require City or PDNCF to violate the terms of the Public Information Act.



15. **Governmental Function.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.

16. **Complete Agreement.** This Agreement constitutes and expresses the entire agreement between the Parties hereto in reference to the services and agreements herein described.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute one and the same agreement. Delivery of an executed counterpart to this Agreement by Portable Document Format (.pdf file) attachment through electronic mail or other electronic means shall be effective as an original.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall be proper in El Paso County, Texas.

19. **Severability.** If a court of competent jurisdiction finds any term of this Agreement to be illegal, invalid, or unenforceable, such term shall be excluded to the extent of such illegality, invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term shall be deemed replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF EL PASO, TEXAS:

\_\_\_\_\_  
Cary Westin, Interim City Manager

ATTEST:

\_\_\_\_\_  
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
*Jesus A. Quintanilla*

Jesus A. Quintanilla  
Assistant City Attorney

HQ24-2877/Trans#527531|Zoo  
Partnership with PDNCF and El Paso Zoo  
JAQ

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Joe Montisano*

Joe Montisano, Director  
El Paso Zoo and Botanical Gardens

Page 7 of 8



**Paso del Norte Community Foundation**

By: \_\_\_\_\_

Name: Tracy Yellen

Title: CEO Paso del Norte Community Foundation

**ACKNOWLEDGEMENT**

The attached instrument, with all conditions thereof, is hereby accepted by Paso del Norte Community Foundation this 9 day of JULY, 2024.

CONTRACTOR:

\_\_\_\_\_  
*Tracy J. Yellen*

Name Printed: Tracy J. Yellen

Title: CEO





Legislation Text

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File #: 24-924, Version: 2

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**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 Paso del Norte Community Foundation (PDNCF) and University of Texas at El Paso (UTEP) to the U.S. Environmental Protection Agency (EPA) Fiscal Year (FY) 2024 Community Change Grant Program requesting funds in the amount of \$19,300,000.00 for the Strategy 1: Energy-Efficient, Healthy, Resilient Housing and Buildings and Strategy 2: Outdoor Air Quality and Community Health Improvement ("Application"); and authorizing City participation in the Project during planning and implementation activities, with no match required from the City.



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Omar Martinez, Assistant Director of Leg. Affairs, 915-479-0341  
Ian Voglewede, Strat. and Legislative Affairs Director, 915-299-9409

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** No 8: Nurture and Promote a Healthy, Sustainable Community

**SUBJECT:**

Discussion and action on a Resolution supporting an Application by the Paso del Norte Community Foundation (PDNCF) and University of Texas at El Paso (UTEP) to the U.S. Environmental Protection Agency (EPA) Fiscal Year (FY) 2024 Community Change program requesting funds in the amount of \$19,300,000.00 for the Strategy 1: Energy-Efficient, Healthy, Resilient Housing and Buildings and Strategy 2: Outdoor Air Quality and Community Health Improvement ("Application"); and authorizing City participation in the Project during planning and implementation activities, with no match required from the City.

**BACKGROUND / DISCUSSION:**

Project partners include the PDNCF, UTEP, Ysleta del Sur Pueblo, Project Bravo, TCEQ, and the City of El Paso. The Application includes two strategies:

Strategy 1: Energy-Efficient, Healthy, Resilient Housing and Buildings

1.1 Enhancing Community Resilience and Sustainability: Retrofitting Homes with High-Efficiency Cooling Systems, Weatherization for Climate Change Adaptation

Strategy 2: Outdoor Air Quality and Community Health Improvement Project

2.1 Clean Transit Initiative: Reducing Emissions through Drayage Truck High-Efficiency Engine Upgrades Project, which includes grants, rebates, or subsidies to replace diesel engines in drayage trucks that contribute significantly to pollution.

2.2 Community-Led Air Quality Monitoring and Awareness Initiative, which is a community air monitoring project designed to enhance air pollution monitoring capabilities and raise community awareness about air quality issues.

**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:** Community and Human Development

\*\*\*\*\*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 supports the Application by the Paso del Norte Community Foundation (PDNCF) and University of Texas at El Paso (UTEP) to the U.S. Environmental Protection Agency (EPA) Fiscal Year (FY) 2024 Community Change grant program requesting funds in the amount of \$19,300,000.00 for the Strategy 1: Energy-Efficient, Healthy, Resilient Housing and Buildings and Strategy 2: Outdoor Air Quality and Community Health Improvement Project (“Application”);

**THAT** the City of El Paso City Council authorizes support from City of El Paso in planning and implementation activities, with no match required from the City;

**THAT** the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application, after consultation with the City Attorney’s Office;

**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:**

  
\_\_\_\_\_  
Joyce Garcia  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Ian Voglewede, Director  
Strategic and Legislative Affairs





Legislation Text

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File #: 24-932, Version: 2

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**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 Housing Authority of the City of El Paso (HOME) to the U.S. Environmental Protection Agency (EPA) Fiscal Year (FY) 2024 Community Change Grant Program requesting funds in the amount of \$20,000,000.00 for the development and renovation of low-income housing through a third phase of construction at Patriot Place ("Project"); and authorizing City participation in the Project during planning and implementation activities, with no match required from the City.



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

**AGENDA DATE:** July 16, 2024  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Omar Martinez, Assistant Director of Leg. Affairs, 915-479-0341  
Ian Voglewede, Strat. and Legislative Affairs Director, 915-299-9409

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** No 8: Nurture and Promote a Healthy, Sustainable Community

**SUBJECT:**

Discussion and action on a Resolution supporting an Application by the Housing Authority of the City of El Paso (HOME) to the U.S. Environmental Protection Agency (EPA) Fiscal Year (FY) 2024 Community Change program requesting funds in the amount of \$20,000,000.00 for the development and renovation of low-income housing through a third phase of construction at Patriot Place ("Project"); and authorizing City participation in the Project during planning and implementation activities, with no match required from the City.

**BACKGROUND / DISCUSSION:**

The Project includes the development and renovation of low-income housing through a third phase of construction at Patriot Place (9500 Kenworthy St, El Paso, TX 79924), which will add 274 units (104 in Phases IIA & IIB; and 170 in Phase III). The Project also includes pollution reduction and community health improvements within multiple environmental justice neighborhoods. The key elements and improvements to be included in the proposal will be tailored to respond to the ideas and feedback collected during the community engagement and outreach. These may include but are not limited to:

1. Energy efficiency and renewable energy upgrades to the existing development and zero net energy units in the new construction part of the project
2. Pollution reduction via stormwater protections, heat protection via and tree planting, as well as building renovations and new construction features to minimize indoor air pollution
3. Job training and workforce development in the energy efficiency and clean energy sectors.

The proposal will also include applying these measures to nearby communities, such as Desert Sun Apartments, Munoz Manor, Henderson Heights, Western Crosby Apartments, North Mountain Village Apartments, and the Fred Harvey Complex (the properties included in the application are subject to change). These properties may be eligible for the Department of Energy (DOE) High-Efficiency Electric Home Rebate Act (HEEHRA) incentives for electric heat pumps and water heaters, expected to be available this winter.

**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:** Community and Human Development

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Ian Voglewede

*Stephen Ian Voglewede*

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



## RESOLUTION

**WHEREAS**, Housing Authority of the City El Paso (HOME) is applying to the U.S. Environmental Protection Agency (EPA) Fiscal Year (FY) 2024 Community Change Grant Program requesting funds in the amount of \$20,000,000.00 for development and renovation of low-income housing through a third phase of construction at Patriot Place (“Application”); and,

**WHEREAS**, the stated purpose of the Community Change Grant is to “support comprehensive community and place-based approaches to redressing environmental and climate injustices for communities facing legacy pollution, climate change, and persistent disinvestment;” and,

**WHEREAS**, a successful application to the Community Change Grant Program requires a partnership agreement between a community-based organization and a Statutory-Partner, such as a local government agency; and,

**WHEREAS**, for this application Home will serve as the Statutory-Partner and the Lead Applicant, and the City will participate as a collaborating entity; and;

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

**THAT**, the El Paso City Council authorizes support from City of El Paso in planning and implementation activities, with no match or direct costs incurred from the City; and,

**THAT**, the El Paso City Council has determined that supporting HOME’s application for the Community Change Grant through project planning, public outreach, and community engagement is a valid public purpose; and

**THAT**, the City Manager, or designee, is authorized to sign any documents in support for the proper submission of the Application, after consultation with the City Attorney’s Office; 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:**

*Russell T. Abeln*

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Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Stephen Ian Voglewede*

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Ian Voglewede, Director  
Strategic and Legislative Affairs