

Oscar Leeser
Mayor

Dionne Mack
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

September 10, 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: 124-545-292#

AND

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

September 9, 2024

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 782-995-276#

Notice is hereby given that an Agenda Review Meeting will be conducted on September 9, 2024 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on September 10, 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, September 9, 2024 Conference ID: 782-995-276#
Regular Council Meeting, September 10, 2024 Conference ID: 124-545-292#

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 SENIOR CHAPLAIN DAVID MAYFIELD

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Constitution Week

National Preparedness Month

El Paso International City of Peace Day

National Disability Voting Rights Week

Thomas Jefferson High School's 75th Anniversary

Gold Out for Childhood Cancer Awareness Month

RECOGNITIONS BY MAYOR

Mayor's Distinguished Award

Dr. Richard V. Teschner

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 August 27, 2024, the Agenda Review Meeting of August 26, 2024, and the Work Session of August 26, 2024. [24-1220](#)

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 [24-64](#)

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 a Lessor's Approval of Assignment of a General Aviation Non-Commercial Lease by and among the City of El Paso ("Lessor") and Rook Property Management, LLC, ("Assignor") regarding the following property: [24-1221](#)

Lot 16, 17 and 18, Block 4, El Paso International Airport Tracts, an addition to the City of El Paso, El Paso County, Texas municipally known and numbered as 7301 Boeing Dr., El Paso, Texas

District 3

Airport, Tony Nevarez, (915) 212-7301

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

4. That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the El Paso County Juvenile Board, on behalf of the El Paso County Juvenile Probation Department, for the handling, detaining, and apprehending of juveniles in the El Paso County pursuant to statutory provisions set forth in Title III, Juvenile Justice Code of the Texas Family Code. [24-1223](#)

All Districts

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

Goal 3: Promote the Visual Image of El Paso

5. A Resolution approving a Detailed Site Development Plan for a portion of Lot 5, Block 2, The Village at Eastpoint, 8250 Burnham Road, City of El Paso, El Paso, County, Texas pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[24-1200](#)

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

Subject Property: 8250 Burnham
Applicant: SNAP Partners, L.P., PZDS24-00009

District 7

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

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

6. A Resolution to authorize the City Manager to sign a Custom Lighting Agreement by and between the City of El Paso and the City of El Paso Municipal Management District No. 1 (the "District"), as required by El Paso City Code, 19.16.020, concerning the District's proposal to provide custom street lighting in the form of solar lighting within the District's Campo del Sol development.

[24-1168](#)

District 4

Streets and Maintenance, Mauro Rojas Sigala, (915) 212-7072
Streets and Maintenance, Richard Bristol, (915) 212-7015

7. A Resolution to authorize the City Manager, or designee, to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for a Metropolitan Mobility Reconstruction Project on Buffalo Soldier Road from Edgemere Boulevard to Montana Avenue, consisting of the preliminary engineering for the complete roadway reconstruction to include parkway improvements, sidewalks, bicycle facilities, street illumination, landscaping and irrigation, and striping, which has an estimated total project cost of \$1,417,404.00 of which the local government participation amount is estimated at \$109,398.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

[24-1210](#)

District 3

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

8. A Resolution to authorize the City Manager, or designee, to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas,

[24-1212](#)

acting by and through the Texas Department of Transportation, for a Hazard Elimination and Safety Program project at Yermoland Drive from Lafayette Drive to Lomaland Drive, to include the installation of a continuous turn lane, which has an estimated total project cost of \$76,922.10 of which the estimated local government participation amount is estimated at \$7,319.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

District 7

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

CONSENT AGENDA - SPECIAL APPOINTMENT:

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

9. A Resolution that City Manager, Dionne Mack, be appointed as a City representative to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization to replace former Interim City Manager Cary Westin, effective immediately.

[24-1213](#)

All Districts

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

CONSENT AGENDA - BOARD APPOINTMENTS:

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

10. Rosario Holguin to the Committee on Border Relations by Representative Art Fierro, District 6.

[24-1260](#)

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

Goal 3: Promote the Visual Image of El Paso

11. Norman J. Bryan to the Zoning Board of Adjustments by Representative Art Fierro, District 6.

[24-1261](#)

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

12. 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

[24-1201](#)

\$2,500.00. (See Attachment A).

All Districts

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

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

- 13.** For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Alejandra Chavez, Candidate for District 1, in the amounts of \$750 from Robert Urrea, \$500 from Bradley Hughes, \$2,500 from Woody Hunt, \$500 from Raul Ordaz, \$2,500 from Dean Hester, \$2,500 from Cecilia Porras, \$1,000 from Linda Troncoso, \$500 from Jeffrey Hughes, \$500 from Sonia Westbrook, \$2,500 from Benjamin Arriola, \$2,500 from Douglas Schwartz, \$1,000 from Javier Lucatero, \$1,000 from William Sanders, \$2,500 from Jim Cardwell, \$1,299 in-kind from Ann Lilly, \$1,000 from Rosa Santana, \$500 from Concepcion Alva, \$1,000 Ronnie Lowenfield, \$2,500 Blake Anderson, \$2,500 from Adam Frank, \$2,500 from Ginger Francis, \$500 from Ann Lilly, \$3,000 from Jerry Rubin, \$1,500 from Edward Escudero, and \$2,600 from Raymond Palacios.

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

[24-1233](#)
- 14.** For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Lily Limon, Candidate for District 7, in the amounts of \$2,500 from Lawrence A. Romero, \$2,500 from Stanlely Jobe, and \$500 from Dr. Ascención Mena.

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

[24-1251](#)
- 15.** For notation pursuant to Section 2.92.080 of the City Code, receipt of contributions by Representative Josh Acevedo in the amounts of \$500.00 from John Panahi and \$500.00 from Sara Priddy.

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

[24-1253](#)
- 16.** For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Isabel Salcido in the amounts of \$2,000.00 from Demetrio Jimenez and \$2,500.00 from Eduardo Fernandez and \$100,000.00 loan to campaign.

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

[24-1254](#)
- 17.** For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Renard Johnson, Candidate for Mayor, in the amounts of \$750.00 from Michael Mikes, \$750.00 from Raul Rogelio and Bernice Solis, \$2500.00 from Hector Flores, \$2500.00 from Raymond and Kathy Palacios, \$500.00 from Ogechika Alozie, \$2500.00 from Ruben and Susan Guerra, \$2500.00 from Charles Amato, \$2500.00 from Alvin Johnson, \$2500.00 from Gary and Cecelia Porras, \$2500.00 from Ed Anderson, \$500.00 from Priscilla

[24-1255](#)

Hernandez, \$2500.00 from Fredrick Francis, \$2500.00 from Robert Foster, \$1250.00 from Victor Poulos, and \$2500.00 from Edward and Margarita Escudero.

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

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

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

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

[24-1215](#)

Award Summary:

The Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2019-790 Janitorial Services - MSC and Various Corrals to ACE Government, Services, LLC. This change order will increase referenced contract by \$134,229.00 for a total estimated amount not to exceed \$888,977.65. This change order will add capacity to the contract due to hourly wage rate adjustments because of price increases in the market. A competitive procurement is open to replace this contract under current market conditions.

Department:	Streets & Maintenance
Award to:	ACE Government Services LLC
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$754,748.65
Change Order Award:	\$134,229.00
Total estimated Amount not to Exceed:	\$888,977.65
Account(s):	532-1000-522060-31040-P3120
Funding Source(s):	Inventory Purchases Materials and Supplies
	General Fund
District(s):	All

This was a Best Value Bid Award

All Districts

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

CONSENT AGENDA - REQUEST FOR PROPOSAL:

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

19. The linkage to the Strategic Plan is subsection: 6.8 Support transparent and inclusive government.

[24-1202](#)

Award Summary:

Request that the City Manager be authorized to sign a Service Agreement (Solicitation 2024-0261R) to perform analysis and auditing services of the City's franchise fee collections by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Service Provider") for an initial three-year term; with two, one-year options to extend. This award is a contingency-based contract, which shall not exceed 28% of the additional revenue to the City based on the Agency's findings and recovery. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

Contract Variance:

Not applicable, this is a new contract.

Department:	Internal Audit
Award to:	Avenu Insights & Analytics, LLC
City & State:	Centreville, VA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	Contingency-based not to exceed 28%
Initial Term Estimated Award:	Contingency-based not to exceed 28%
Option Term Estimated Award:	Contingency-based not to exceed 28%
Total Estimated Award	Contingency-based not to exceed 28%
Account(s)	521010 - 210 - 1000 - 13130
Funding Source(s):	General Fund
District(s):	All

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing Department and Internal Audit recommend award as indicated to Avenu Insights & Analytics, LLC, the sole and highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

In addition, the City Manager is authorized to execute any documents and agreements necessary to effectuate the intent of this award; including but not limited to documents related to the collection of amounts owed or owing to the City of El Paso; upon review and approval by the City Attorney's Office.

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

CONSENT AGENDA - BIDS:

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

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

[24-1216](#)

Award Summary:

The award of Solicitation 2024-0316 Tree and Stump Removal to EGL Construction, Inc for an initial term of three (3) year(s) for an estimated amount of \$259,500.00. The award also includes a two (2) year option for an estimated amount of \$173,000.00. The total contract time is for five (5) years for a total estimated amount of \$432,500.00. This contract will allow for the removal of trees and stumps near private property, utility lines and other City locations as directed.

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$33,500.00 for the initial term, which represents a 7.19% or 33,500.00 due to a decrease in unit price per tree.

Department:	Streets and Maintenance
Award to:	EGL Construction, Inc
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$86,500.00
Initial Term Estimated Award:	\$259,500.00
Option Term Estimated Award:	\$173,000.00
Total Estimated Award	\$432,500.00
Account(s)	451-1000-51295-531130- P5120
Funding Source(s):	General Fund
District(s):	All

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to EGL Construction, Inc the lowest responsive and responsible bidder

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

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

All Districts

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL**Goal 2: Set the Standard for a Safe and Secure City**

21. Discussion and action to direct the City Manager and City Attorney to draft an ordinance that prohibits the use of residential properties as entertainment venues. The proposed ordinance should address issues related to neighborhood disruption, zoning compliance, and public safety. [24-1256](#)

All Districts

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

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

22. Discussion and action on a Resolution that the City of El Paso appoint to the Camino Real Regional Mobility Authority Leah Masters to Position 3, whose term will expire on February 1, 2026. [24-1262](#)

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES**Goal 6: Set the Standard for Sound Governance and Fiscal Management**

23. Presentation from Strategic and Legislative Affairs on the Discretionary Grants Program, recently funded projects, and the grants strategy for Fiscal Year 2025. [24-1229](#)

All Districts

City Manager's Office, Omar Martinez, 915-479-0341
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: 124-545-292#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at:

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 7: Enhance and Sustain El Paso's Infrastructure Network

- 24.** An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.010 (Schedule I - One-Way Streets) of the City Code, TO ADD ITEM 97. W Main Drive from El Paso Street to N Santa Fe Street.; and amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III - Parking Prohibited at all Times on Certain Streets), TO ADD ITEM 388. W Main Drive from El Paso Street to N Santa Fe Street, south side.

[24-1169](#)

District 8

Streets and Maintenance, Joshua E. Lerma, (915) 212-7054
Streets and Maintenance, Richard Bristol, (915) 212-7015

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 24, 2024

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

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

[24-1209](#)

Award Summary:

Discussion and action on the award of Solicitation 2024-0386 Mast Arm Poles to Techline, Inc. for an initial term of one (1) year for an estimated amount of \$1,029,682.00. The award also includes a one (1) year option for an estimated amount of \$1,029,682.00. The total contract time is for two (2) years for a total estimated amount of \$2,059,364.00. This Contract will allow the purchase of Mast Arm Poles for various locations throughout the City of El Paso.

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$361,406.00 for the initial term, which represents a 25.98% decrease in price per steel.

Department:	Streets and Maintenance
Award to:	Techline, Inc
City & State:	Austin, TX
Item(s):	All
Initial Term:	1 Year
Option Term:	1 Year
Total Contract Time:	2 Years
Annual Estimated Award:	\$1,029,682.00
Initial Term Estimated Award:	\$1,029,682.00
Option Term Estimated Award:	\$1,029,682.00
Total Estimated Award	\$2,059,364.00
Account(s)	532 - 1000- 32020 - 532030 - P3252
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Techline, Inc. the lowest responsive and responsible bidder.

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

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

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: 7.3 Enhance a regional comprehensive transportation system.

[24-1218](#)

Award Summary:

Discussion and action on the award of Solicitation 2024-0105 Playa Drain Shared Use Path to Horizone Construction I, Ltd for a total estimated amount of \$1,148,425.48. The Playa Drain Shared Use Path Project will consist of construction of a shared use path from Padilla Drive to Zaragoza Road. The proposed improvements include demolition of existing structures, Americans with Disabilities Act (ADA) compliant curb ramps, a pedestrian bridge, irrigated landscaping, pedestrian amenities, and pavement marking and signs.

Department: Capital Improvement

Award to: Horizone Construction I, Ltd
City & State: El Paso, TX
Item(s): Base Bid I
Contract Term: 140 Standard Workweek Days
Base Bid I: \$1,148,425.48
Total Estimated Award: \$1,148,425.48
Account(s): 190 - 4741 - 38290 - 580270 - PCP23TRAN03
Funding Source(s): Transportation Alternatives Set-Aside (TASA)
District(s): 7

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Horizone Construction I, Ltd the lowest responsive and responsible bidder.

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

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

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

District 7

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

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

[24-1205](#)

Award Summary:

Discussion and action on the award of Solicitation 2024-0483 Medical Center of Americas Clinic to Dantex General Contractors, Inc. for a total estimated amount of \$6,616,000.00. This project will consist of a new one-story Health Clinic Building that is approximately 10,500 square feet and will house specialties such as HIV, STDs, and tuberculosis.

Department: Capital Improvement
Award to: Dantex General Contractors, Inc.

City & State: El Paso, TX
Item(s): All
Contract Term: 330 Consecutive Calendar Days
Base Proposal I: \$5,916,000.00
Base Proposal II: \$ 700,000.00
Total Estimated Award: \$6,616,000.00
Account(s): 190 - 2235 - 38290 - 580270 - FRF17 - G21CSLFRF

Funding Source(s): American Rescue Plan Act Fund
District(s): 3

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 offerors based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

District 3

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212 - 1092
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

28. 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

29. An Ordinance amending the following provisions of El Paso City Code Title 20 (Zoning), Chapter 14 (Off-Street Parking, Loading and Storage Standards), Article I (Vehicular Parking), Section 050 (Parking Requirements and Standards) and Section 070 (Parking Reductions). The penalty is as provided in Chapter 20.24 of the El Paso City Code. [POSTPONED FROM 08-27-2024] [24-985](#)

All Districts

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

30. An Ordinance changing the zoning of a portion of Tracts 17C1 and 17C2, Section 8, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from C-4/c (Commercial/conditions) to C-2/c (Commercial/condition), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [24-1059](#)

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: Picasso and Zaragoza
Applicant: Picasso Place, LLC, PZRZ24-00007

District 6

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

31. An Ordinance amending a condition placed on property by Ordinance No. 15959 which changed the zoning of a portion of Tracts 17C1 and 17C2, Section 8, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [24-1060](#)

The proposed condition release 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: Picasso and Zaragoza
Applicant: Picasso Place, LLC, PZCR24-00001

District 6

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

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

32. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 22.6965 acres of land, legally described as a portion of Tract [24-1099](#)

198, within sections 14, 15, 22 and 23, Township 27, South Range 3 East, New Mexico Principle Meridian, Dona Ana County, New Mexico.

Outside City Limits

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

33. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 16.6433 acres of land, legally described as a portion of fractional lots 11 And 12, Section 22, Township 27, South Range 3 East, New Mexico Principle Meridian, Dona Ana County, New Mexico.

[24-1100](#)

Outside City Limits

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

REGULAR AGENDA - OTHER BUSINESS:

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

34. Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfer, attached to the Resolution as Exhibit A, to allocate budget for Modesto Gomez / Flat Fields Project.

[24-1219](#)

All Districts

Office of Management and Budget, K. Nicole Cote, (915) 212-1092
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

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

35. Discussion and action on a Resolution authorizing the submission of an application to the U.S. Department of Transportation (USDOT) Federal Highway Administration (FHWA) Fiscal Year (FY) 2024 State Transportation Innovation Council Incentive program (STIC) requesting funds in the amount of \$125,000.00, with 20% match required and provided by the Texas Department of Transportation (TxDOT), and with no additional match required from the City, for the implementation of Intelligent Transportation Systems (ITS) including low-cost emissions sensors at international ports of entry.

[24-1185](#)

All Districts

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

EXECUTIVE SESSION

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

during the meeting, bring forward any of the following items for public discussion, as appropriate.

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

ADJOURN

NOTICE TO THE PUBLIC:

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

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

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

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-1220, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meeting of August 27, 2024, the Agenda Review Meeting of August 26, 2024, and the Work Session of August 26, 2024.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-64, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS



Legislation Text

File #: 24-1221, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

Airport, Tony Nevarez, (915) 212-7301

AGENDA LANGUAGE:

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

A Resolution that the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment of a General Aviation Non-Commercial Lease by and among the City of El Paso ("Lessor") and Rook Property Management, LLC, ("Assignor") regarding the following property:

Lot 16, 17 and 18, Block 4, El Paso International Airport Tracts, an addition to the City of El Paso, El Paso County, Texas municipally known and numbered as 7301 Boeing Dr., El Paso, Texas

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

DEPARTMENT: Aviation

AGENDA DATE: September 10, 2024

CONTACT PERSON NAME AND PHONE NUMBER: Tony Nevarez, (915) 212-0330

DISTRICT(S) AFFECTED: District 3

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

SUBJECT:

A Resolution that the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment of a General Aviation Non-Commercial Lease by and among the City of El Paso ("Lessor") and Rook Property Management, LLC, ("Assignor") regarding the following property:

Lot 16, 17 and 18, Block 4, El Paso International Airport Tracts, an addition to the City of El Paso, El Paso County, Texas municipally known and numbered as 7301 Boeing Dr., El Paso, Texas

BACKGROUND / DISCUSSION:

The Department of Aviation requests the approval to allow the transfer of rights possessed by Rook Property Management, LLC, to UIRC El Paso TX Hangar, LLC

Rental Fee: 60,000 square feet at \$0.4640 = \$27,840.00 annually / \$2,320.00 monthly. Next rental adjustment is due July 1, 2028.

Term: Initial term of twenty (20) years with two (2) options of ten (10) years each

PRIOR COUNCIL ACTION:

July 10, 2013 – Lease

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:



Tony Nevarez, CM, ACE, IACE, Interim Director of Aviation



Department of Aviation

MAYOR
Oscar Leoser

To: City Council

From: Tony Nevarez, Interim Aviation Director *DO.*

CITY COUNCIL

Subject: Lessor's Approval of Assignment – 7301 Boeing Drive

District 1
Brian Kennedy

Date: September 10, 2024

District 2
Dr. Josh Acevedo

The Department of Aviation is requesting that the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment of a General Aviation Non-Commercial Lease by and among the City of El Paso ("Lessor") and Rook Property Management, LLC ("Assignor regarding the following property:

District 3
Cassandra Hernandez

Lot 16, 17 and 18, Block 4, El Paso International Airport Tracts, an addition to the City of El Paso, El Paso County, Texas municipally known and numbered as 7301 Boeing Dr., El Paso, Texas

District 4
Joe Molinar

District 5
Isabel Salcido

Assignor has requested the Lessor's approval and consent to an assignment of the Lease to UIRC El Paso TX Hangar, LLC, a Delaware limited liability company.

District 6
Art Fierro

The current rental rate is calculated by 60,000 square feet at \$0.4640 for an annual total of \$27,840.00 or \$2,320.00 monthly. The next rental readjustment will be calculated pursuant to the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U) in 2028.

District 7
Henry Rivera

District 8
Chris Canales

This lease has an initial term of twenty (20) years with two (2) option of ten (10) years.

**INTERIM CITY
MANAGER**
Cary Westin

The initial ground lease was approved by Council on July 10, 2013. This is a revenue-generating lease that for the life of the initial term of twenty (20) years will generate a minimum of \$556,800.00.



Tony Nevarez, CM, ACE, IACE

Interim Aviation Director

El Paso International Airport | 6701 Convair Road | El Paso, TX 79925

O: (915) 212-0330 | FlyEIPaso.com



DELIVERING EXCEPTIONAL SERVICES

RESOLUTION

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

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment of a General Aviation Non-Commercial Lease by and among the City of El Paso ("Lessor") and Rook Property Management, LLC, ("Assignor") regarding the following property:

Lots 16, 17 and 18, Block 4, El Paso International Airport Tracts, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 7301 Boeing Dr., El Paso, Texas.

APPROVED this ____ day of _____, 2024.

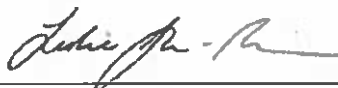
THE CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



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

STATE OF TEXAS

§

§

LESSOR'S APPROVAL OF ASSIGNMENT

COUNTY OF EL PASO

§

WHEREAS, the City of El Paso ("Lessor") entered into a General Aviation Non-Commercial Lease, with an Effective Date of July 10, 2013 (the "Lease"), between the Lessor and Rook Property Management, LLC, ("Assignor"), for the following described property:

Lots 16, 17 and 18, Block 4, El Paso International Airport Tracts, an addition to the City of El Paso, El Paso County, Texas, municipally known and numbered as 7301 Boeing Dr., El Paso, Texas and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof ("Property");

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to UIRC El Paso TX Hangar, LLC., a Delaware limited liability company.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to UIRC El Paso TX Hangar, LLC. ("Assignee"), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

Assignee does hereby assume and agrees to be liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

2. **GROUND RENTAL ADJUSTMENTS.** Annual "Ground Rental" (as such term is defined in the Lease) was \$23,202.00 for the first five years of the "Initial Term" (as such term is defined in the Lease). Annual Ground Rental for the second five years of the Initial Term (the "**Second Five Year Period**") was also \$23,202.00. On June 13, 2024, Landlord adjusted annual Ground Rental for the third five years of the Initial Term (the "**Third Five Year Period**") to \$27,842.40 (the "**Third Period Adjustment**"), which is the amount currently due and payable under the terms of the Lease. All rents and other charges due to Lessor pursuant to the Lease for the Property have been paid in full through July 31, 2024, including, without limitation, amounts due Lessor pursuant to invoice dated June 13, 2024, covering amounts owed by Lessee on account of the Third Period Adjustment. Notwithstanding anything in the Lease to the contrary, Lessor hereby expressly and

irrevocably waives: (i) any right under the Lease to adjust Rent for the Second Five Year Period and (ii) any right under the Lease to further adjust Rent for the Third Five Year Period.

3. **PROOF OF INSURANCE AND INDEMNIFICATION.** Assignee has provided a certificate of insurance to evidence compliance with the insurance requirements of the Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.
4. **RELEASE.** Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease and Lessor and Assignee each hereby acknowledges that, as of the effective date of the assignment, Assignee enjoys all such rights and privileges and is responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.
5. **SECURITY DEPOSIT.** Assignee shall tender a Security Deposit in an amount equal to three (3) months of rent to Lessor. Assignee shall be obligated to maintain the Security Deposit for eighteen (18) consecutive months from the effective date of this Lessor's Approval of Assignment. The Security Deposit shall be in such form acceptable to the Director of Aviation. If at the end of the eighteen (18) month period, Assignee has not defaulted under the Lease, Lessor will return the Security Deposit to Assignee.
6. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.
7. **ADDRESS FOR NOTICE.** Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNOR: Rook Property Management, LLC
960 Verede Del Valle
El Paso, Texas 79932
Attn: Robert E. Rook, Jr.

ASSIGNEE: UIRC El Paso TX Hangar, LLC
15700 103rd Street, Suite 100
Lamont, IL 60439
Attn: Ed Rutledge, Authorized Signatory
8. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.

9. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
10. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be the date this document is approved by the El Paso City Council.
11. **COUNTERPARTS.** This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

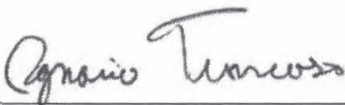
(Signatures begin on the following page)

APPROVED THIS _____, 2024.

LESSOR: CITY OF EL PASO

Dionne Mack
City Manager

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Interim Director

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20__ by
Dionne Mack as City Manager for the **City of El Paso, Texas** (Lessor).

Notary Public, State of Texas

My Commission Expires:

(Signatures continue on the following page)

ASSIGNOR: Rook Property Management, LLC

By: _____

Print Name: Robert E. Rook, Jr.

Its: Manager/Member

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Texas)

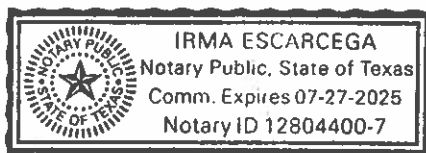
COUNTY OF El Paso)

This instrument was acknowledged before me on this 26th day of August, 2024, by Robert E. Rook, Jr., Manager/Member of Rook Property Management, LLC, on behalf of said corporation (Assignor).

My Commission Expires:

07-27-2025

Notary Public, State of Texas



(Signatures continue on the following page)

ASSIGNEE: UIRC EL PASO TX HANGAR, LLC

By: 

Print Name: Ed Rutledge


Its: Authorized Signatory

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF Illinois)

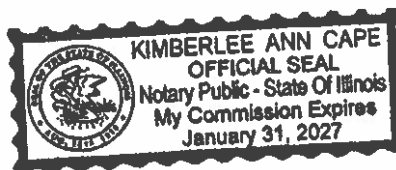
COUNTY OF DePue)

This instrument was acknowledged before me on this 26th day of August, 2024,
by Ed Rutledge, Authorized Signatory of UIRC El Paso TX Hangar, LLC (Assignee), on
behalf of said Delaware limited liability company.


Notary Public, State of Illinois

My Commission Expires:

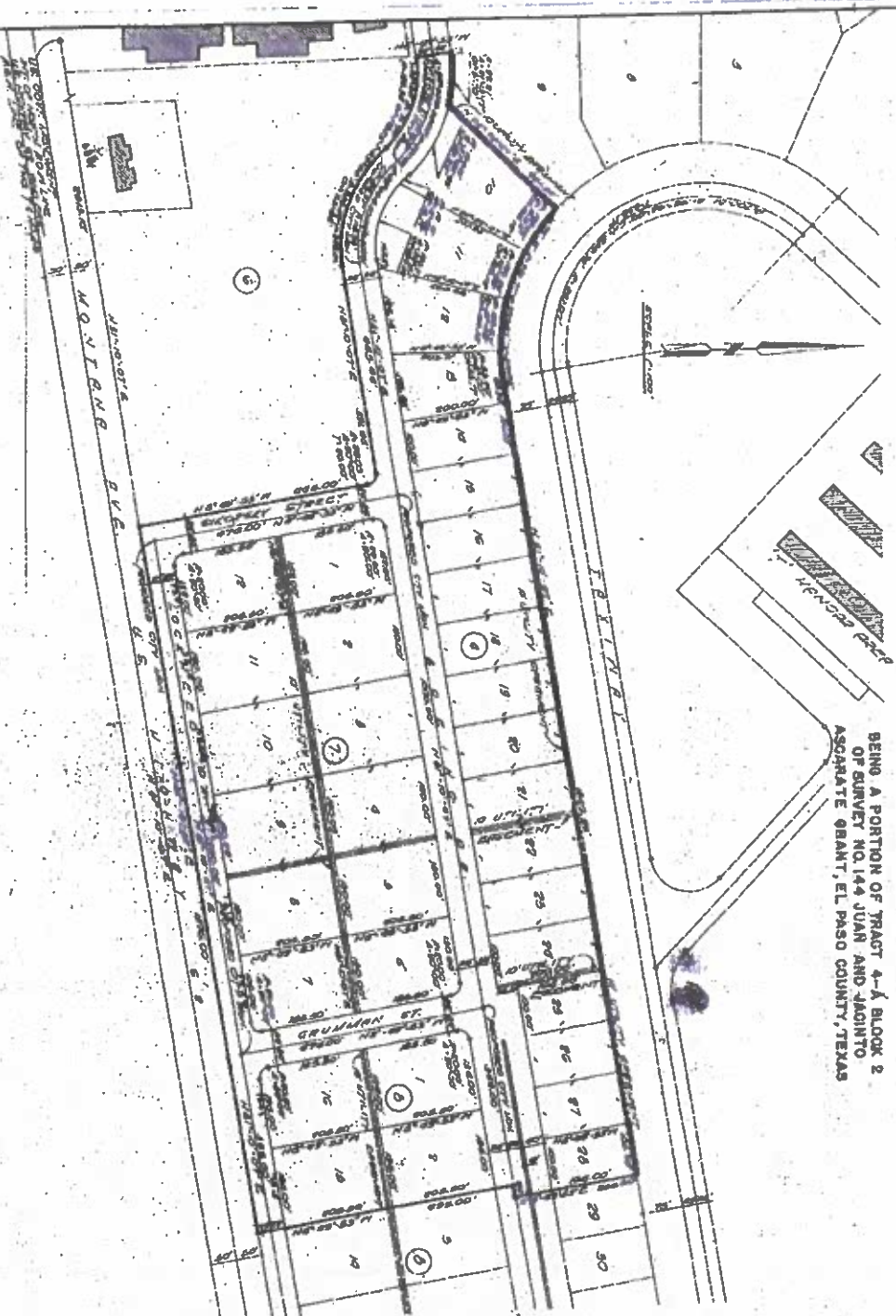
1/31/27



EL PASO INTERNATIONAL AIRPORT TRACTS

UNIT 2

BEING A PORTION OF TRACT 4-A BLOCK 2
OF SURVEY NO. 144 JUAN AND JACINTO
ASACATE GRANT, EL PASO COUNTY, TEXAS



DEDICATION

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

My commission expires _____ day of _____, 19__.

CITY OF EL PASO

Attest: _____
City Clerk

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF EL PASO

I, _____, County Clerk of the County of El Paso, State of Texas, do hereby certify that the foregoing instrument was duly acknowledged before me by the person whose name is subscribed to the same, and that the same is a true and correct copy of the original as the same appears in my records.

CITY PLANNING COMMISSION

I, _____, City Planner, do hereby certify that the foregoing instrument was duly presented to and approved by the City Planning Commission on this day of _____, 19__.

CITY CLERK

I, _____, City Clerk, do hereby certify that the foregoing instrument was duly filed in my office on this day of _____, 19__.

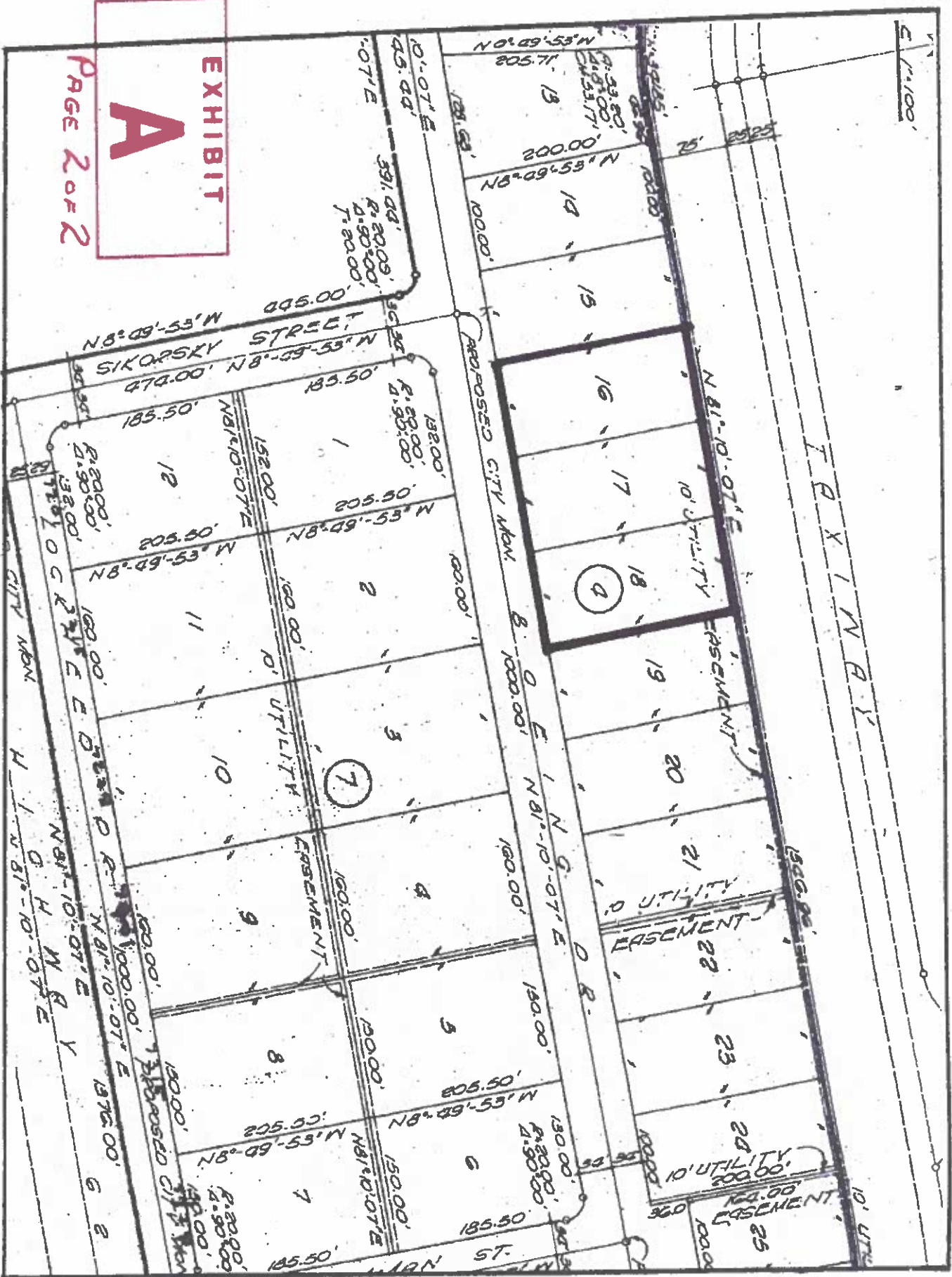
CITY ENGINEER

I, _____, City Engineer, do hereby certify that the foregoing instrument was duly presented to and approved by the City Engineer on this day of _____, 19__.

8-68-F
K. P. INT. AIRPORT TRACTS

EXHIBIT

A





Rook Property Management, LLC

Boeing Business District

Tony Nevarez

Lessor's Approval of Assignment

- Lease was effective July 10, 2013 between the City and Rook Property Management
- Requesting approval to allow the transfer of rights possessed by Rook Property Management, LLC, to UIRC El Paso TX Hangar, LLC
- All terms of the lease remain the same

Boeing Business District Lease Highlights

- Initial term of 20 years plus 2 (10) year options
 - Lease will expire on July 9, 2033
- Current rent is \$27,840 annually or \$2,320 monthly

Requested Action

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment between the City of El Paso ("Lessor"), Rook Property Management, LLC, ("Assignor"), and UIRC El Paso TX Hangar, LLC, ("Assignee").

MISSION



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

VISION



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



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

MISIÓN



Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN



Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas



Legislation Text

File #: 24-1223, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and the El Paso County Juvenile Board, on behalf of the El Paso County Juvenile Probation Department, for the handling, detaining, and apprehending of juveniles in the El Paso County pursuant to statutory provisions set forth in Title III, Juvenile Justice Code of the Texas Family Code.

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

DEPARTMENT: El Paso Police Department

AGENDA DATE: 9/10/24

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Executive Asst Chief Z. Silva (915)494-7455

DISTRICT(S) AFFECTED: ALL

STRATEGIC 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 an Interlocal Agreement Between the City of El Paso and The El Paso County Juvenile Board, on behalf of the El Paso County Juvenile Probation Department, for the handling, detaining, and apprehending of juveniles in the El Paso County pursuant to statutory provisions set forth in Title III, Juvenile Justice Code of the Texas Family Code.

BACKGROUND / DISCUSSION:

This MOU is an update to include the Upper East Side Regional Command Center

PRIOR COUNCIL ACTION:

Last council action 11/13/2018

AMOUNT AND SOURCE OF FUNDING:

N/A

Executive Assistant Chief Z. Silva #1799

8/28/24

*****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 an Interlocal Agreement between the City of El Paso and the El Paso County Juvenile Board, on behalf of the El Paso County Juvenile Probation Department, for the handling, detaining, and apprehending of juveniles in the El Paso County pursuant to statutory provisions set forth in Title III, Juvenile Justice Code of the Texas Family Code.

APPROVED this the _____ day of _____ 2024.


THE CITY OF EL PASO

Oscar Lesser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas, Chief
El Paso Police Department

INTERLOCAL AGREEMENT FOR THE DESIGNATION OF JUVENILE PROCESSING OFFICES

This Interlocal Agreement ("Agreement") is entered into pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and is entered into to be effective the 1st day of October, 2024, between the El Paso County Juvenile Board (the "Board"), on behalf of the El Paso County Juvenile Probation Department ("JPD") and the 65th Judicial District Court (the "Court"), and the City of El Paso, on behalf of the El Paso Police Department ("EPPD"), as evidenced by the respective signatures below.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791 authorizes local governments of the state to enter into contracts for governmental functions and services to increase the efficiency and effectiveness; and

WHEREAS, such a consolidated effort would assist the governmental function of police protection and juvenile detention services; and

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the parties agree as follows:

A. DUTIES OF THE EL PASO POLICE DEPARTMENT (EPPD):

1. EPPD shall abide by all statutory provisions set forth in Title III, Juvenile Justice Code of the Texas Family Code, as it relates to handling, detaining, and apprehending of juveniles in El Paso County, Texas.
2. EPPD shall provide the following accurate information with its referral to the JPD Intake Unit pursuant to Texas Family Code § 52.04: (1) all information in the possession of EPPD pertaining to the identity of the child and the child's address, the name and address of the child's parent, guardian or custodian, the names and addresses of any witnesses, and the child's present whereabouts; (2) a complete statement of the circumstances of the alleged delinquent conduct or conduct indicating a need for supervision; (3) when applicable, a complete statement of the circumstances of taking the child into custody; and (4) a complete statement of all prior contacts with the child by officers of EPPD (commonly referred to as a "rap sheet").
3. At the time of any electronic referral to JPD, EPPD must provide electronic fingerprints of the child to allow the timely reporting of the arrest by the JPD to the Department of Public Safety ("DPS") for inclusion in the Juvenile Justice Information System. (Tex. Fam. Code § 58.001). Provision of fingerprints under this section is required only if the case is referred to JPD on or before the 10th day after the date the child is taken into custody pursuant to Texas Family Code §

52.01. If the child is not referred to JPD within that time, EPPD shall destroy all information, including photographs and fingerprints, relating to the child unless the child is placed in a first offender program under Texas Family Code § 52.031 (First Offender Program) or on informal disposition under Texas Family Code § 52.03 (Disposition Without Referral to Court). EPPD may not forward any information to DPS relating to the child while the child is in a first offender program under Texas Family Code § 52.031 (First Offender Program), or during the 90 days following successful completion of the program or while the child is on informal disposition under Texas Family Code § 52.03 (Disposition Without Referral to Court).

4. All juveniles taken into custody pursuant to Texas Code of Criminal Procedure §45.058 or §45.059 and who are subsequently detained, shall be detained for no more than six (6) hours in either a place of non-secure custody as defined by Texas Code of Criminal Procedure §45.058 (b) as designated by the Chief of EPPD.
5. EPPD will not take any child as defined in Title III, Juvenile Justice Code of the Texas Family Code, to any police facilities which are not designated by the Board, under Texas Family Code §52.025, as a Juvenile Processing Office except for the purposes of reuniting a runaway or missing juvenile or other non-custodial juvenile with parent/ guardian or responsible adult.
6. All juveniles taken into custody by EPPD pursuant to Texas Family Code §52.01, shall be transported to the Juvenile Probation Department located at 6400 Delta Drive (79905) or to a designated juvenile processing office listed below. While a juvenile is detained within any of the designated juvenile processing offices, the juvenile will be kept strictly separated from sight and sound or any contact with any adult offenders, suspects, and arrestees.

Designated Juvenile Processing Offices:

El Paso Police Department
Westside Regional Command Center
4801 Osborne Dr.
El Paso Texas, 79922

Northeast Regional Command Center
9600 Dyer St.
El Paso Texas, 79924

Pebble Hills Regional Command Center
10780 Pebble Hills Ste. A
El Paso. Texas 79935

Mission Valley Regional Command Center
9011 Escobar Dr.

El Paso, Texas 79907

Central (JPD Site)
6400 Delta Drive
El Paso, Texas 79905

Upper East Side Regional Command Center
14301 Pebble Hills Blvd.
El Paso, Texas 79938

7. EPPD Designated Juvenile Processing Office facilities will be staffed 24 hours per day, seven days per week and will be open for regular operation each and every day of each and every year. Any changes regarding this schedule will be submitted in writing to the El Paso County Juvenile Board thirty (30) days prior to any such change.
8. The Chief of Police will provide to all police officers of EPPD written notice of the following:
 - a. A Child in Need of Supervision (CINS) offender will not be taken into custody but will be reunited with a parent/guardian or responsible adult as quickly as practical and that the six hour rule for detaining juveniles will be strictly adhered to.
 - b. Juvenile offenders will remain out of sight and sound of any adult offenders, suspects, or arrestees.
 - c. Juvenile offenders will be brought to a Juvenile Processing Office by the entrance closest to the office and no adult offenders, suspects, or arrestees will use that entrance.
 - d. Juvenile offenders will be logged in and out on the Juvenile Processing Logbook (hard copy or digital/electronic version).
 - e. At no time will a juvenile offender be left alone in the Juvenile Processing Office.
9. EPPD Chief of Police shall provide two (2) hours of training annually on Juvenile Processing protocols to include On-Call Records Webrms and creation of the Juvenile Contact card, the proper handling of juveniles taken into custody or electronically referred; or related juvenile justice training to all police officers of EPPD.
 - a. EPPD shall maintain records of the training and upon written request, make those records available to the 65th Judicial District Court and JPD for

inspection. EPPD Chief of Police will provide a written report to JPD no later than the 31st of January of each year of the status of the training required under this Agreement that was conducted during the prior calendar year. The report will be forwarded electronically, to Salvador Leos, Director of Intake Services or his designee, to the following e-mail address: s.leos@epcountytexas.gov.

10. By entering into this agreement, EPPD warrants that the Juvenile Processing Offices listed in paragraph A.6., and subsequently designated as Juvenile Processing Offices, pursuant to this Agreement is suitable for the processing of children in accordance with the recognized professional standards for the detention of children, to include minimum standards promulgated by the Texas Juvenile Justice Department or Prison Rape Elimination Act (PREA) which are federal guidelines that include but are not limited to:
 - a. Abuse, neglect, and exploitation posters and signage related to the PREA will be clearly visible in the Juvenile Processing Centers to ensure detained youth are aware of their rights. Posters will contain the TJJD contact information in which to report allegations within a custodial setting.
 - b. A lesbian, homosexual, bisexual, transgender or intersex youth's own view with respect to his/her own safety will be given serious consideration. Such youth will be given the opportunity to be held in a separate holding cell from other detained youth, as available.

In the matter of juvenile statements, it will be necessary for law enforcement officers to take the juvenile(s) to the local magistrate for provision of a voluntary statement.

11. In the matter of reporting of Abuse, Neglect and Exploitation, EPPD agrees to timely report any ANE or PREA complaint to the proper authority and cooperate in any investigation of any violation.
12. Upon request by the Juvenile Board or its designee, EPPD will provide juvenile processing logs for inspection. Logs provided in electronic format will require EPPD to certify submissions are true and correct.

B. DUTIES OF THE EL PASO COUNTY JUVENILE BOARD:

1. The El Paso County Juvenile Board will certify as a juvenile processing office the named facility of EPPD every two years based upon this Agreement and all applicable State statutes and regulations. The El Paso County Juvenile Processing Office Checklist will be used as the audit guide in which certification will be based on. (Attachment A)

2. The Board shall designate a JPD Intake Juvenile Probation Manager (JPM) to work with the designated representatives of EPPD to provide updates and review training material, as needed for EPPD to provide training to its officers as required in this Agreement.
3. Failure of EPPD to comply with any provision of this agreement in whole or in part may result in the decertification as a Juvenile Processing Office by the Juvenile Board of any or all facilities listed in paragraph A-6 of this Agreement as well as any facilities subsequently certified by the Juvenile Board that are not listed in section A-6 of this Agreement. In the event that the Juvenile Board considers taking any action under this paragraph to decertify any facility, the Board shall first send a written notice of such proposed action to the Chief of Police, along with a brief summary of the alleged non-compliant action. The Chief of Police may, within 20 days after the receipt of such written notice, send any written documentation to the Board that the Chief deems appropriate to address any allegation. Additionally, the Parties may agree to allow the Chief of Police or his designee(s) to personally appear before the Board to address any allegation. The Board shall review any written documentation sent pursuant to this paragraph prior to making any final decision regarding decertification.
4. In the event EPPD desires to obtain a designation for a new or existing juvenile processing office, EPPD shall notify the Juvenile Board. In the case of an existing juvenile processing office, EPPD will work with the Juvenile Board or its representative(s) to establish the applicable requirements and to determine what modifications will need to be made to the facility in order for the Board to accept the facility as a Juvenile Processing Office. In the case of a new proposed facility, EPPD will work with the Juvenile Board or its representative(s) prior to construction to establish applicable requirements to streamline necessary construction guidelines in order for the Juvenile Board to accept the facility as a Juvenile Processing Office. Upon completion of any construction or modifications, EPPD shall contact the Juvenile Board and request a visual inspection of the facility. Every other year, the Juvenile Board or its representative(s) shall inspect the facility for the appropriate separation of juveniles from adult offenders, an affirmation that juveniles will not be detained in the processing office for more than six hours, that all other appropriate measures have been taken and that the facility is suitable for the processing of juveniles in accordance with recognized professional standards for the detention of juveniles, including minimum standards promulgated by the Texas Juvenile Justice Department. Once this inspection is completed, the Board will provide a letter to EPPD certifying an existing or newly constructed facility. The certification letter will be distributed to each EPPD certified facility who will physically attach the certification to each respective facility's copy of this agreement.

C. MISCELLANEOUS PROVISIONS:

1. Nothing in this agreement shall serve to preclude any Party to this agreement from exercising any rights and responsibilities statutorily granted.
2. Any notice required in this Interlocal Agreement must be given in writing and shall be sent to the following persons and addresses below:

Notice Shall be mailed to:

El Paso County Juvenile Court
Attn: Judge Yahara L. Gutierrez
500 E. an Antonio, Room#1105
El Paso. Texas 79901

A copy shall be mailed to:

El Paso Police Department
Attn: Peter Pacillas
911 N. Raynor
El Paso, Texas 79903

Juvenile Probation Department
Cobblestone Contract#2024-0543
Attn: Rosie Medina, Chief
Juvenile Probation Officer
6400 Delta Dr.
El Paso. TX 79905

3. This Agreement may be amended by mutual written agreement which shall be acknowledged and signed by all Parties. This Agreement may be terminated by either party upon giving of sixty (60) days written notice to the other Party.

IN WITNESS WHEREOF, the parties execute this Agreement on the date


noted. Signed this ____ day of ____, 2024.

THE CITY OF EL PASO

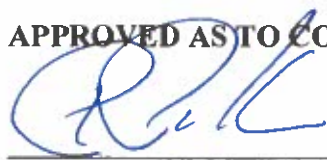
Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Peter Pacillas, Chief
El Paso Police Department

(Signatures continue on following page)

Signature Page for El Paso County Juvenile Board (the "Board"), on behalf of the El Paso County Juvenile Probation Department ("JPD") and the 65th Judicial District Court (the "Court")

El Paso County Juvenile Board



Judge Yahara Lisa Gutierrez
Juvenile Board Chair and Judge of
The 65th Judicial District Court

APPROVED AS TO CONTENT

Rosie Medina, Chief Juvenile Probation Officer

El Paso County Juvenile Probation Department Juvenile Processing Office Checklist					
Agency Name:					
Facility Name:					
Contact Name:					
Phone:					
Email:					
Address:					
City:		Zip Code:			
General Administration Information					
Yes / No					
Does the facility have areas that may be used for secure holding of adults or juveniles?			<input type="checkbox"/>	<input type="checkbox"/>	
Does the facility hold juveniles for court?			<input type="checkbox"/>	<input type="checkbox"/>	
Does the facility have a secure sally port or other secure entry area?			<input type="checkbox"/>	<input type="checkbox"/>	
Does the facility have written policies regarding the handling of juveniles?			<input type="checkbox"/>	<input type="checkbox"/>	
Specific Policies Maintained:					
Yes / No					
6-Hour Hold Limit			<input type="checkbox"/>	<input type="checkbox"/>	
Sight and Sound Separation			<input type="checkbox"/>	<input type="checkbox"/>	
The handling of status offenders			<input type="checkbox"/>	<input type="checkbox"/>	
Policies regarding the use of a juvenile processing office			<input type="checkbox"/>	<input type="checkbox"/>	
PREA			<input type="checkbox"/>	<input type="checkbox"/>	
State Law Issues					
Yes / No					
Does the facility have a juvenile jail log?			<input type="checkbox"/>	<input type="checkbox"/>	
Does the facility have a juvenile log that is maintained regularly and correctly?			<input type="checkbox"/>	<input type="checkbox"/>	
Below, please provide the contact information for the person responsible for the log:					
Name:		Title:			
Phone:		Email:			
Below, please provide information regarding what the log captures:					
Yes / No					
Date of birth	<input type="checkbox"/>	<input type="checkbox"/>	Race/Ethnicity	<input type="checkbox"/>	<input type="checkbox"/>
Date and time of admission/release	<input type="checkbox"/>	<input type="checkbox"/>	Most serious charge/reason for admission	<input type="checkbox"/>	<input type="checkbox"/>
Yes / No					
Does the facility have a juvenile processing office?				<input type="checkbox"/>	<input type="checkbox"/>
If yes, what is the status and how many rooms do they have?		Non-Secure	and		
Specific Room Number(s) or Location(s) of the Room(s)					

Deinstitutionalization of Status Offenders (DSO)					
		Yes / No			
Are status offenders brought to this facility? (If yes, explain in the notes section below how they are monitored or supervised)		<input type="checkbox"/>	<input type="checkbox"/>		
Are status offenders ever taken to a secure area within this facility?		<input type="checkbox"/>	<input type="checkbox"/>		
Sight and Sound Separation					
		Yes / No			
Is sight and sound separation between juvenile and adult offenders ensured?		<input type="checkbox"/>	<input type="checkbox"/>		
Does the facility allow adult trustees in the same area where juveniles are being processed?		<input type="checkbox"/>	<input type="checkbox"/>		
Are jail tours or any type of scared straight program conducted at the facility?		<input type="checkbox"/>	<input type="checkbox"/>		
Jail Removal					
		Yes / No			
Are juveniles held in excess of 6 hours before or 6 hours after a court appearance?		<input type="checkbox"/>	<input type="checkbox"/>		
Check all that apply:		Yes / No			
Cell	<input type="checkbox"/>	<input type="checkbox"/>	Lockable Room	<input type="checkbox"/>	<input type="checkbox"/>
Cuffing Bench	<input type="checkbox"/>	<input type="checkbox"/>	Restraint Chair	<input type="checkbox"/>	<input type="checkbox"/>
Cuffing Rail	<input type="checkbox"/>	<input type="checkbox"/>	Secure Perimeter	<input type="checkbox"/>	<input type="checkbox"/>
If any area needs further explaining, please provide that information here or on a separate sheet:					
Internal Use Only					
Date Checklist was Received:					
Date Certification was issued:					
Internal Use Only - Notes:		Yes / No			
		Recommendation:			
		Approved Processing Room Number(s)			



Legislation Text

File #: 24-1200, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

A Resolution approving a Detailed Site Development Plan for a portion of Lot 5, Block 2, The Village at Eastpoint, 8250 Burnham Road, City of El Paso, El Paso, County, Texas pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 8250 Burnham

Applicant: SNAP Partners, L.P., PZDS24-00009

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

CONSENT AGENDA DATE: September 10, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Jose Beltran, (915) 212-1607

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

A resolution approving a Detailed Site Development Plan for a portion of Lot 5, Block 2, The Village at Eastpoint, 8250 Burnham Road, City of El Paso, El Paso, County, Texas pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 8250 Burnham
Applicant: SNAP Partners, L.P., PZDS24-00009

BACKGROUND / DISCUSSION:

The applicant is requesting approval of a Detailed Site Development Plan to allow for motor vehicle storage under codified use of automobile (sale, service, storage, and rental). City Plan Commission recommended 8-0 to approve the proposed Detailed Site Development Plan on July 25, 2024. As of August 23, 2024, the Planning Division has not received any communication in support or opposition to 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? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

RESOLUTION

A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR A PORTION OF LOT 5, BLOCK 2, THE VILLAGE AT EASTPOINT, 8250 BURNHAM ROAD, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.150. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, SNAP PARTNERS, L.P., (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval as per Section 20.04.150. The detailed site development plan is subject to the development standards in the C-4/SC (COMMERCIAL/SPECIAL CONTRACT **District** regulations and subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B"** and is incorporated herein by reference for all purposes; and,

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

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

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

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

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

A portion of Lot 5, Block 2, The Village at Eastpoint, 8250 Burnham Road, City of El Paso, El Paso County, Texas.

2. A copy of the approved detailed site development plan, signed by the Applicant, the City Manager and the Secretary of the City Plan Commission, is attached hereto, as **Exhibit "B"** and incorporated herein by reference.
3. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the C-4/SC (COMMERCIAL/SPECIAL CONTRACT) District regulations.

4. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the C-4/SC (COMMERCIAL/SPECIAL CONTRACT) District regulations. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.
5. This approval shall be void if construction on the property is not started in accordance with the approved detailed site development plan within four (4) years from the date hereof.

APPROVED this _____ day of _____, 2024.

THE CITY OF EL PASO


Oscar Leaser
Mayor

ATTEST:

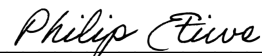
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Jesus A. Quintanilla
Assistant City Attorney



Philip F. Etiwe, Director
Planning & Inspections Department

(Agreement on following page)

DEVELOPMENT AGREEMENT

By execution hereof, SNAP PARTNERS, L.P., ("Owner"), identified in the Resolution to which this Development Agreement is attached, hereby covenant and agree, to develop the above-described property in accordance with the approved Detailed Site Development Plan, and in accordance with the standards applicable to the **C-4/sc (Commercial/special contract)** District located within the City of El Paso.

EXECUTED this 9 day of August, 2024.

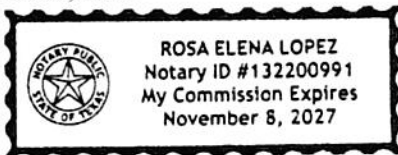
SNAP PARTNERS, L.P.

By: [Signature]

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this ____ day of _____, 2024, by _____, in his legal capacity on behalf of Snap Partners, L.P.



[Signature]
Notary Public, State of Texas

My Commission Expires:

NOV 8, 2027

2717 E. YANDELL DR. EL PASO, TX 79903 (915) 562-0002 Fax (915) 562-7743

Portion of Lot 5, Block 2
The Village at Eastpoint

Metes and bound description of a portion of Lot 5, Block 2, The Village at Eastpoint Subdivision, City of El Paso, County of El Paso, Texas and being more particularly described as follows;

Beginning at an existing city monument located at the point of intersection (P.I.) of a curve to the right with an arc length of two hundred five and eighty one hundredths (205.81) feet, a radius of five hundred forty nine and no hundredths (549.00) feet, a central angle of $68^{\circ}31'15''$ a chord bearing of North $60^{\circ}13'46''$ West and a chord length of two hundred four and sixty one hundredths (204.61) Thence North $52^{\circ}34'55''$ West along the tangent of mentioned curve a distance of six hundred sixty one and eighty two hundredths (661.82) feet to the point of tangency of said mentioned curve lying on the center of Burnham Road, Thence North $53^{\circ}27'42''$ West along the center line of Burnham Road a distance of three hundred twenty nine and sixty one hundredths (329.61) feet for a corner; Thence leaving the center line of Burnham Road North $36^{\circ}32'18''$ East across Burnham Road to the northeasterly corner of a parcel of land being described said corner lying on the southerly right of way line of Burnham Road and also being the point of beginning for this description;

Thence South $26^{\circ}06'23''$ West along the southerly line of the parcel of land being described to the southeasterly corner of the parcel of land being described said corner lying on the northerly right of way line of an existing twenty (20.00) feet alley;

Thence North $53^{\circ}22'29''$ West along the northerly right of way line of an existing twenty (20.00) feet alley a distance of one hundred sixty six and sixty five hundredths (166.65) feet to the common southerly corner of Tract 1-B-15-A, Block 6, Ascarate Grant Surveys and a tract of land being a portion of Lot 5, Block 2, The Village at Eastpoint Subdivision;

Thence North $07^{\circ}53'00''$ East along the common line of Tract 1-B-15-A, Block 6, Ascarate Grant Surveys and a tract of land being a portion of Lot 5, Block 2, The Village at Eastpoint Subdivision a distance of two hundred eighteen and forty seven hundredths (218.47) feet to a point for a curve to the left;

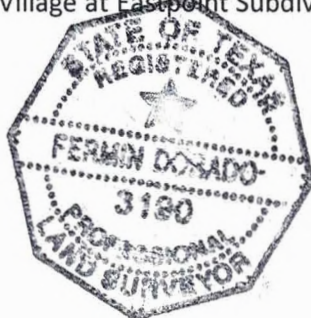
Thence along the arc of a curve to the left a distance thirty six and nine hundredths (36.09) feet, said curve has a radius of thirty three and seventy six hundredths (33.76) feet a central angle of $28^{\circ}44'32''$ with a chord bearing of North $22^{\circ}44'44''$ West and a chord distance of thirty four and forty hundredths (34.40) feet for a corner on the southerly right of way line of Burnham Road;

Thence South $53^{\circ}22'29''$ East along the southerly right of way of Burnham Road a distance of two hundred sixty nine and ninety nine hundredths (269.99) feet for a corner, said corner being the point of beginning for this description;

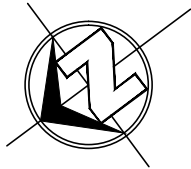
Said portion of Lot 5, Block 2, The Village at Eastpoint Subdivision contains 43,621.87 square feet or 1.001 acres of land more or less.

Prepared by,

Fermin Dorado, R.P.L.S.



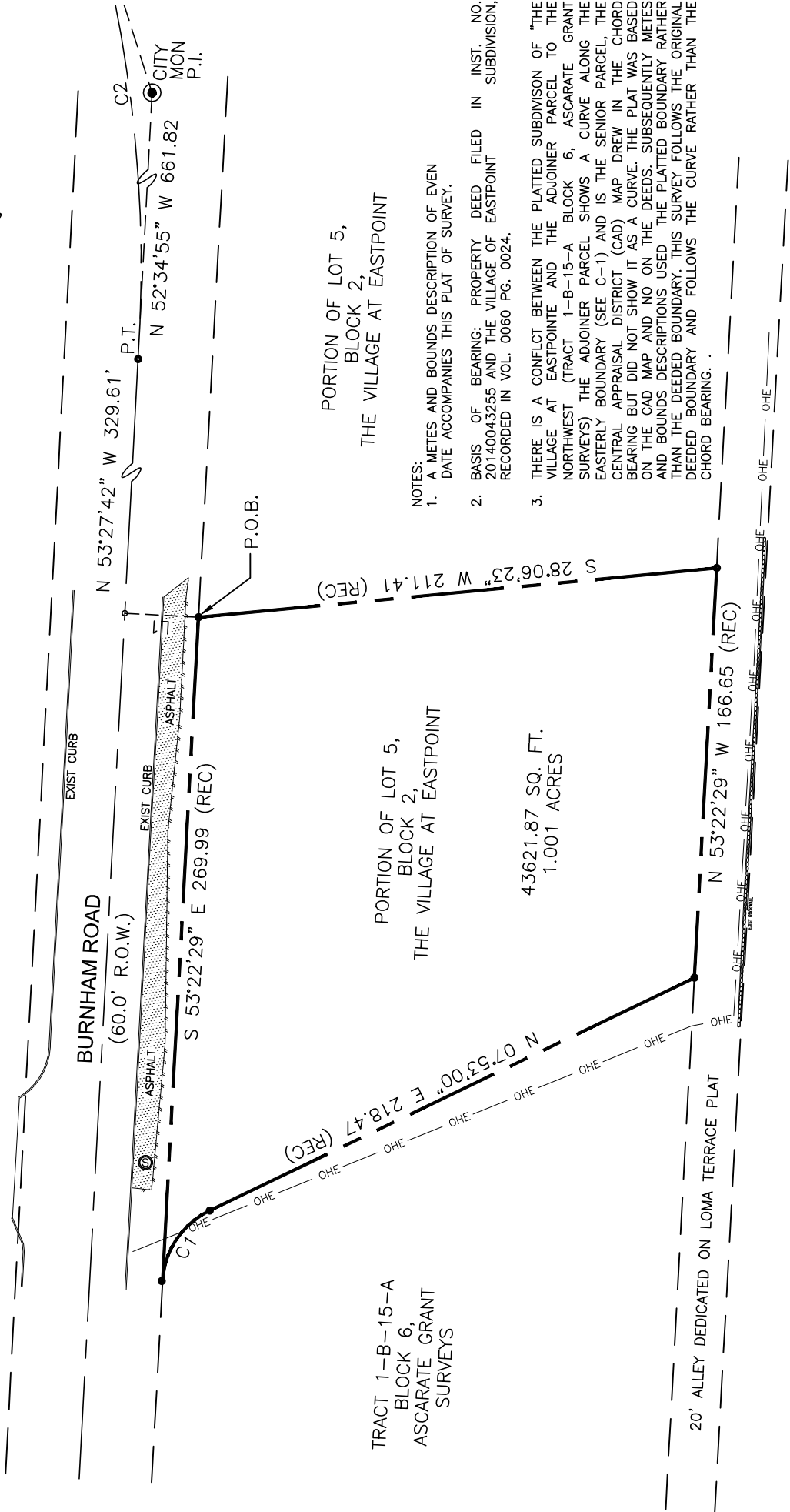
March 1, 2024



SCALE: 1"=60'

LINE	LENGTH	BEARING
L1	30.00	N 36°32'18" E

CURVE	DELTA	CHD BEARING	TANGENT	RADIUS	ARC LENGTH	CHD LENGTH
C1	28°44'32"	N 22°44'44" W	19.99	33.76	36.09	34.40
C2	68°31'15"	S 60°13'46" E	104.13	549.00	205.81	204.61



PORTION OF LOT 5,
BLOCK 2,
THE VILLAGE AT EASTPOINT

PORTION OF LOT 5,
BLOCK 2,
THE VILLAGE AT EASTPOINT

TRACT 1-B-15-A
BLOCK 6,
ASCARATE GRANT
SURVEYS

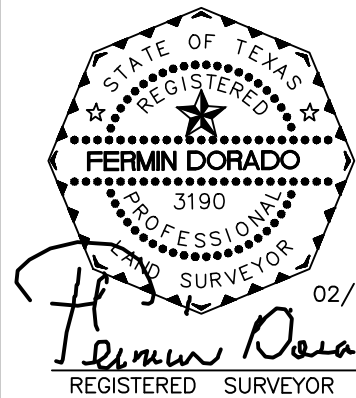
43621.87 SQ. FT.
1.001 ACRES

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

2. BASIS OF BEARING: PROPERTY DEED FILED IN INST. NO.
20140043255 AND THE VILLAGE OF EASTPOINT
RECORDED IN VOL. 0060 PG. 0024.

3. THERE IS A CONFLICT BETWEEN THE PLATTED SUBDIVISION OF "THE
VILLAGE AT EASTPOINT AND THE ADJOINER PARCEL TO THE
NORTHWEST (TRACT 1-B-15-A BLOCK 6, ASCARATE GRANT
SURVEYS) THE ADJOINER PARCEL SHOWS A CURVE ALONG THE
EASTERLY BOUNDARY (SEE C-1) AND IS THE SENIOR PARCEL, THE
CENTRAL APPRAISAL DISTRICT (CAD) MAP DREW IN THE CHORD
BEARING BUT DID NOT SHOW IT AS A CURVE. THE PLAT WAS BASED
ON THE CAD MAP AND NO ON THE DEEDS. SUBSEQUENTLY METES
AND BOUNDS DESCRIPTIONS USED THE PLATTED BOUNDARY RATHER
THAN THE DEEDED BOUNDARY. THIS SURVEY FOLLOWS THE ORIGINAL
DEEDED BOUNDARY AND FOLLOWS THE CURVE RATHER THAN THE
CHORD BEARING.

THIS IS TO CERTIFY THAT THIS PLAT
REPRESENTS AN ACTUAL FIELD SURVEY
PERFORMED BY ME OR UNDER MY SUPERVISION



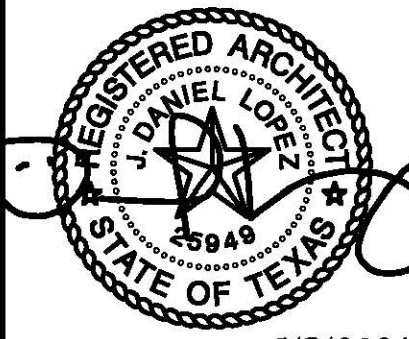
PORTION OF LOT 5
BLOCK 2
THE VILLAGE AT EASTPOINT
CITY OF EL PASO, EL PASO COUNTY, TEXAS

DORADO
ENGINEERING, INC.

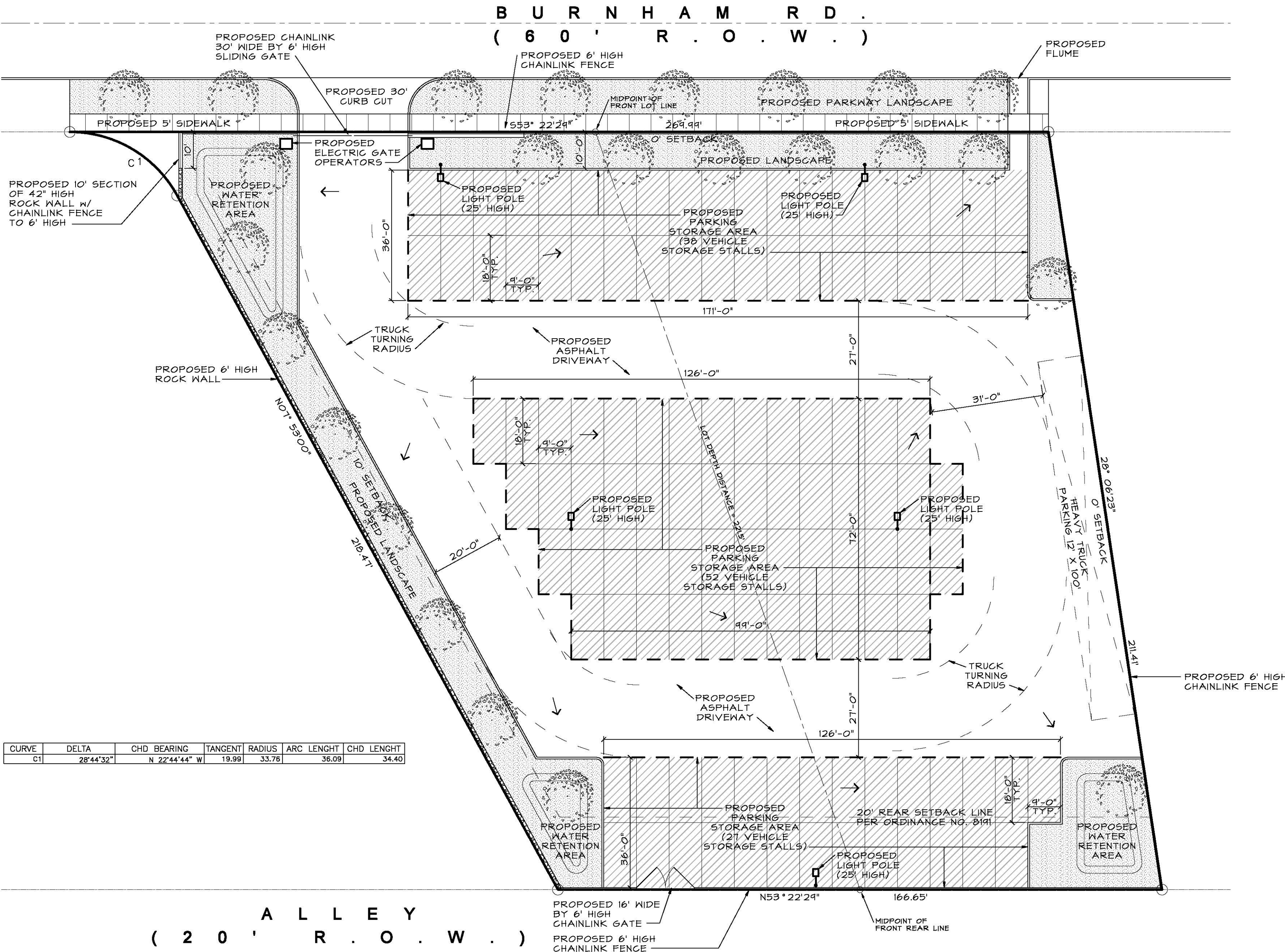
ENGINEERS SURVEYORS PLANNERS

2717 E. YANDELL, EL PASO, TEXAS 79903 (915)562-0002

DATE: 02/26/24
SCALE: 1" = 60'
DRAWN BY: FDJ
CHECKED BY: FD
FLOOD ZONE: X
PANEL NUMBER:
480214-0045C
DATED: 02/16/06
ZONING: C-4/SC
VOLUME:
PAGE:



1/3/2024



PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
08/12/24

DATE
APPLICANT
Kevin Smith

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

PROJECT SITE SUMMARY

LEGAL DESCRIPTION:
PORTION OF LOT 5, BLOCK 2, THE VILLAGE AT EASTPOINT,
CITY OF EL PASO, TEXAS, EL PASO COUNTY, TEXAS

LOT SIZE:
43,621.87 S.F., (1.001) ACRES

LOT DEPTH:
221.5'

AVERAGE LOT WIDTH (LOT AREA DIVIDED BY LOT DEPTH):
192.1'

MAXIMUM HEIGHT LIMITATION:
60' (NO BUILDING IS PROPOSED)

ZONING:
C-4, SC

PROPOSED USE:
AUTOMOBILE STORAGE (8.02)

PROPOSED BUILDING AREA:
NO BUILDING, NOT APPLICABLE

SETBACKS:
FRONT - 0'
SIDE - 10' WHEN ABUTTING A RESIDENTIAL
OR APARTMENT DISTRICT
REAR - 20' PER ORDINANCE 8141

LANDSCAPE:
REQUIRED - 43,622 SF x 15% = 6,543.3 SF
PROPOSED - 6,141 SF

PARKING:
REQUIRED - ZERO, NO PARKING IS REQUIRED
111 VEHICLE STORAGE STALLS

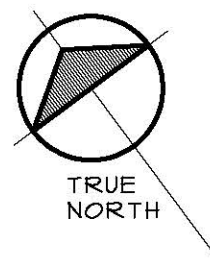
BICYCLE PARKING:
REQUIRED - NOT REQUIRED

HEAVY TRUCK TRAILER:
REQUIRED - ONE
PROPOSED - ONE (SEE SITE PLAN)

LEGEND

→ - PROPOSED DRAINAGE DIRECTION

▨ - PROPOSED PARKING STORAGE STALL AREA,
STALL IS 4' X 10'
NOTE: STORAGE STALLS WILL NOT BE STRIPED



DETAILED SITE DEVELOPMENT PLAN

1" = 20'-0"

DETAILED SITE DEVELOPMENT PLAN
8250 BURNHAM RD.
EL PASO, TEXAS 79907

REVISIONS
△ -

23.1201

DETAILED SITE
DEVELOPMENT
PLAN
DSDP

8250 Burnham Road

City Plan Commission — July 25, 2024

SITE PLAN

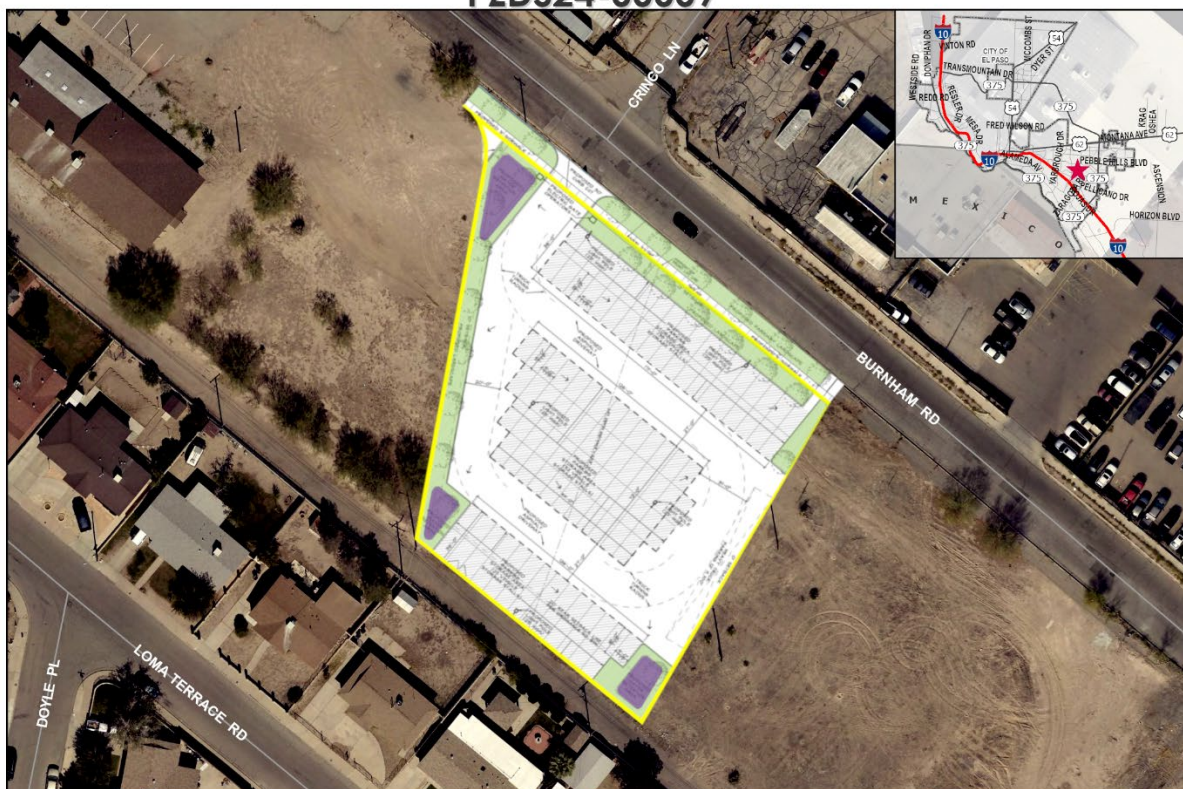


CASE NUMBER:	PZDS24-00009
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Snap Partners LP
REPRESENTATIVE:	Dale Denny
LOCATION:	8250 Burnham Road (District 7)
PROPERTY AREA:	1.01 acres
REQUEST:	Detailed Site Development Plan Approval per Ordinance No. 8191
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None

SUMMARY OF REQUEST: The applicant is requesting approval of a Detailed Site Development Plan as required per Ordinance No. 8191, dated October 30, 1984, which requires approval from the City Plan Commission and City Council prior to the issuance of any building permits. The applicant proposes to develop the subject property for motor vehicle storage.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed use is permissible by right in the C-4/sc (Commercial/special contract) zone and is compatible with surrounding commercial uses. The proposed development meets the requirements of El Paso City Code Section 20.04.150 Detailed Site Development Plan. Furthermore, the development complies with the G-7, Industrial and/or Railyards future land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

PZDS24-00009



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Disparagements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



0 15 30 60 90 120 Feet



Figure A. Site Plan Superimposed on Aerial Imagery

DESCRIPTION OF REQUEST: The applicant is requesting approval of a Detailed Site Development Plan as required per Ordinance No. 8191, dated October 30, 1984. The Detailed Site Development Plan shows the proposed development of the 1.01-acre lot for motor vehicle storage under the codified use of automobile (sale, service, storage, and rental) located at 8250 Burnham Road. The development is in compliance with Title 18.46 of the Landscaping Ordinance. In addition, the development complies with Ordinance No. 8191 to provide a twenty-foot (20') setback along the southerly property line of what is described as Parcel 3 adjacent to the residential properties in Loma Terrace Subdivision Unit Four "C", restricting the development to 2 ½ stories in height, and restricting access from Lomita Drive as demonstrated on the detailed site development plan. Access to the subject property is proposed from Burnham Road.

PREVIOUS CASE HISTORY: On October 30, 1984, the subject property was rezoned from A-M (Apartment/Mobile Home) to C-4/sc (Commercial/special contract). The following conditions were imposed via Ordinance No. 8191 (Attachment 3) and summarized as follows:

1. Prior to the issuance of any building permits, a subdivision plat must be filed or record.

Note: Condition has been satisfied.

2. Prior to the issuance of any building permits, a detailed site development plan must be approved by the Commission and the City Council.

Note: Condition will be satisfied once City Council approves this request.

3. A 20-foot setback must be provided along the southerly property line of Parcels 2 and 3 adjacent to the residential properties in Loma Terrace Subdivision Unit Four "C".

Note: The request complies with this condition.

4. No building shall exceed two and a half stories (2 ½) in height.

Note: The request complies with this condition

5. Burnham Road must be dedicated and improved through Parcels 1 and 2 prior to the issuance of certificates of occupancy for any construction on these parcels.

Note: This condition has been satisfied or is not applicable.

6. There shall be no vehicular access from these parcels to Mallet Drive, Lomita Drive, and Cornelius Drive.

Note: The request complies with this condition.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development is compatible with similarly-zoned, abutting commercial and industrial developments. The adjacent properties to the north are an automotive repair garage, zoned C-3/sc (Commercial/special contract); to the south are single-family dwellings, zoned R-3 (Residential); to the east is a general warehouse in development, zoned C-4/sc (Commercial/special contract) and to the west is a church, zoned A-2 (Apartment). The nearest school, Loma Terrace Elementary School, is 0.60 miles away and the nearest park, Ralph T. Cloud Park is 0.77 miles away.

COMPLIANCE WITH THE ZONING ORDINANCE – When evaluating whether a proposed Detailed Site Development Plan is in accordance with the Zoning Ordinance, consider following factors:	
Criteria	Does the Request Comply?
El Paso City Code Section 20.04.140 – When Required. Except as stated herein, a detailed site development plan is required prior to development in a special purpose district or with a special permit application and may be required if a zoning condition exists on a particular piece of property. Detailed site development plans are not required for any projects for development in the Mixed Use District (RMU, GMU and IMU) or for any other projects other than those located in special purpose districts or as otherwise required herein.	Yes. The Detailed Site Development Plan requirement is per Ordinance No. 8191 dated October 30, 1984 and requires approval from the City Plan Commission and City Council prior to the issuance of any building permits for the subject property.
Compatibility with Zoning Regulations: The zoning district permits the proposed use, and all applicable regulations are met C-4 (Commercial) District: The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.	Yes. The subject property is proposing the use of automobile (sale, service, storage, and rental), which is permitted by right in the C-4/sc (Commercial/special contract) zone district. There are applicable supplemental use regulations per Section 20.10.090-automotive uses, and imposed conditions are being satisfied.
THE PROPOSED ZONING DISTRICT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	There are no Historic Districts or Special Designations on the subject property.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the special permit.	There are no anticipated adverse impacts from the approval of the Detailed Site Development Plan request.
Natural Environment: Anticipated effects on the natural environment.	None. The subject property does not involve greenfield or environmentally sensitive land or arroyo disturbance.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the proposed development is from Burnham Road, which is designated as a local street per the City of El Paso’s Major Thoroughfare Plan (MTP). The roadway is appropriate to serve the proposed development. The nearest bus stop is 0.08 miles away from the subject property on Burnham Road located between Lomaland Drive and Lee Trevino Drive. Sidewalks will be installed along Burnham Drive.

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

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

RELATED APPLICATIONS: None.

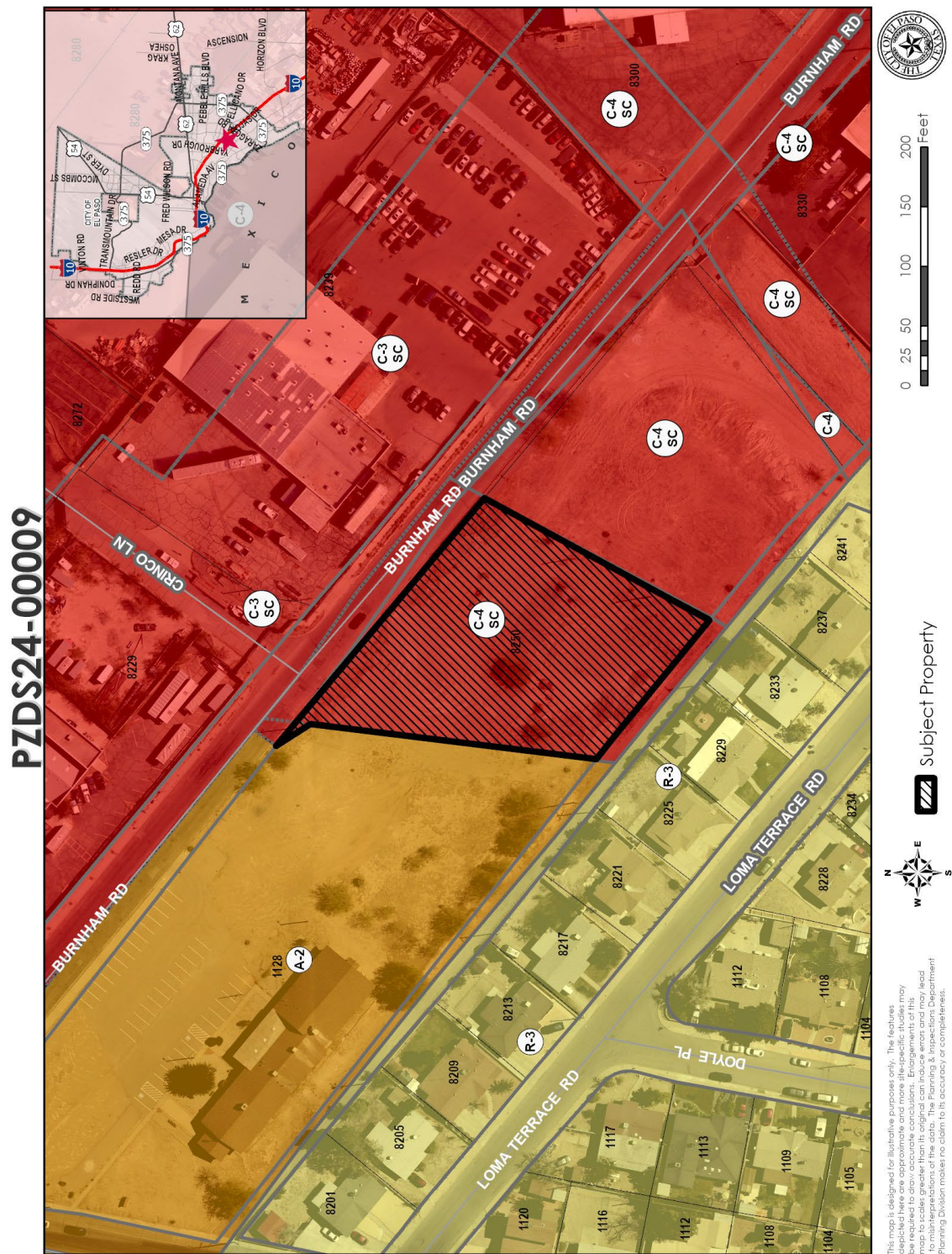
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Approve/Recommend Approval** of the Detailed Site Development Plan, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
(Staff Recommendation)
2. **Approve/Recommend Approval of the Detailed Site Development Plan With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Deny/Recommend Denial** of the Detailed Site Development Plan, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

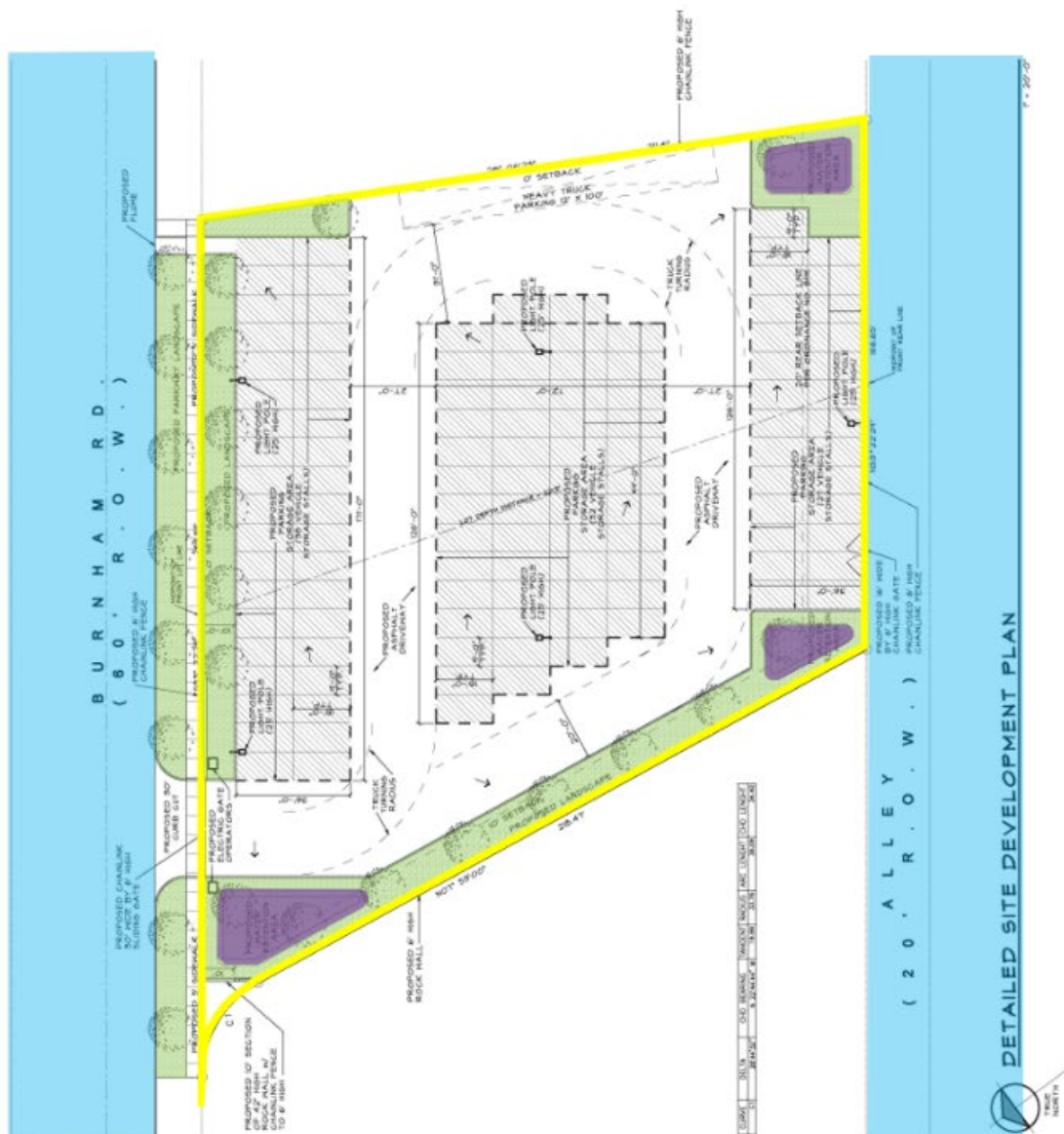
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Plan
3. Ordinance No. 8191
4. Department Comments

ATTACHMENT 1



64



ATTACHMENT 3

8191
008191

AN ORDINANCE CHANGING THE ZONING
OF A PORTION OF TRACTS 1B, 1B20 AND 1B22,
BLOCK 6, ASCARATE GRANT; TRACTS 1F AND 2C,
BLOCK 54, YSLETA GRANT
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 Tracts 1B, 1B20 and 1B22, Block 6, ASCARATE GRANT; Tracts 1F and 2C, Block 54, YSLETA GRANT, as more particularly described by metes and bounds in the attached Exhibit "A" (Parcel 1), Exhibit "B" (Parcel 2), and Exhibit "C" (Parcel 3) made a part hereof by reference be changed from A-M (Apartment/Mobile Home) District and A-2 (Apartment) District to C-4 (Commercial) District within the meaning of the zoning ordinance and the zoning map of the City of El Paso be revised accordingly.

PASSED AND APPROVED this 30th day of October, 1984.

Jonathan W. Ryan
Mayor

ATTEST:

W. H. Rogers
City Clerk

APPROVED AS TO FORM:

William H. Rogers
Assistant City Attorney

APPROVED AS TO CONTENT:

Ray Gilyard
Planning, Research and
Development

I certify that the zoning map has been revised to

reflect the amendment of ordinance #8191
Ray Gilyard Date 12-5-84

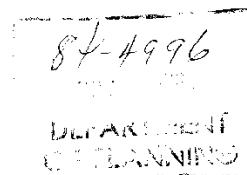
I CERTIFY THAT THE FOLLOWING ZONING MAPS

HAVE BEEN REVISED: 2, D.

12-5-84 CONTROL
12-5-84
12-5-84 Bldg. Inspection
12-5-84
Ray Gilyard

008191

Contract (10/30/84)

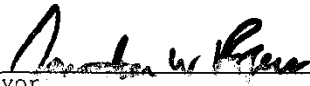


RESOLUTION

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


That the Mayor be authorized to sign a contract with SURETY SAVINGS ASSOCIATION, JOHN H. LIVINGSTON, AND MICHAEL TODD LIVINGSTON, placing certain restrictions, conditions, and covenants on the property being rezoned by Ordinance No. 008191.

PASSED AND APPROVED this 30th day of October, 1984.



Mayor

ATTEST:

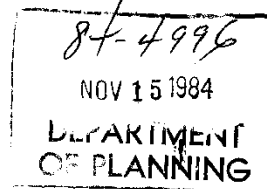


City Clerk

APPROVED AS TO FORM:



Assistant City Attorney



CONTRACT

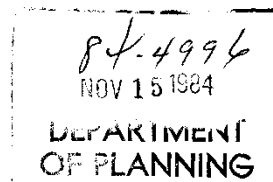
THIS CONTRACT, made this 30th day of October
1984, by and between SURETY SAVINGS ASSOCIATION, JOHN H. LIVINGSTON,
AND MICHAEL TODD LIVINGSTON, First Parties, and the CITY OF EL PASO,
Second Party, witnesseth:

Application has been made to the City of El Paso for rezoning a
portion of Tracts 1B, 1B20 and 1B22, Block 6, ASCARATE GRANT, Tracts
1F and 2C, Block 54, YSLETA GRANT, City and County of El Paso, Texas
which are more particularly described by metes and bounds in the
attached Exhibits "A" (Parcel 1), "B" (Parcel 2), and "C" (Parcel 3)
which are made a part hereof by reference. To remove certain
objections to such rezoning, First Party covenants that if the
property is rezoned to C-4 (Commercial) District within the meaning of
the zoning ordinance of the City of El Paso, it shall be subject to
the following restrictions, conditions and covenants:

1. Prior to the issuance of any building permits, a subdivision
plat must be filed of record.
2. Prior to the issuance of any building permits, a detailed
site development plan must be approved by the Commission and
the City Council.
3. A 20-foot setback must be provided along the southerly
property line of Parcels 2 and 3 adjacent to the residential
properties in Loma Terrace Subdivision Unit Four "C".
4. No building shall exceed two and a half stories (2 1/2) in
height.
5. Burnham Road must be dedicated and improved through Parcels
1 and 2 prior to the issuance of certificates of occupancy
for any construction on these parcels.
6. There shall be no vehicular access from these parcels to
Mallet Drive, Lomita Drive and Cornelius Drive.

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.

Ord. 8191 (10/30/84)



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:

SURETY SAVINGS ASSOCIATION
First Parties

By

Title

By

John H. Livingston

By

Michael Todd Livingston

THE CITY OF EL PASO
Second Party

By

Mayor

ATTEST:

W. R. Reegs
City Clerk

APPROVED AS TO CONTENT:

Roy Steward
Planning, Research and
Development

APPROVED AS TO FORM:

William Cullen Owens
Assistant City Attorney

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 7th day of November, 1984, by R. Dempsey, as a representative of Surety Savings Association.

Barbara Saunders
Notary Public, State of Texas

My Commission Expires:

BARBARA SAUNDERS, Notary Public
In and for the State of Texas
My commission expires March 12, 1985

NOV 15 1984
DEPARTMENT
OF PLANNING

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 9th day of NOVEMBER, 1984, by JOHN H. LIVINGSTON.

Amelia T. Rueda
Notary Public, State of Texas

My Commission Expires:
MAY 30, 1985

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 9th day of NOVEMBER, 1984, by MICHAEL TODD LIVINGSTON.

Amelia T. Rueda
Notary Public, State of Texas

My Commission Expires:
MAY 30, 1985

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 1984, by JONATHAN W. ROGERS, as Mayor of the City of El Paso.

Carole Suter
Notary Public, State of Texas

My Commission Expires:
7-19-86

NOV 15 1984
DEPARTMENT
OF PLANNING

PROPERTY DESCRIPTION
zoning Parcel 3

Being the description of 2.001 acres of land known as Tract 1822B, Block 6, Ascarate Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at the southerly common corner of Tracts 1815A and 1822B of said Block 6;

THENCE, along the boundary line between said Tracts 1815A and 1822B the following two courses:

North 07°53'00" East a distance of 219.45 feet to a point

North 24°58'30" West a distance of 33.92 feet to a point on the southerly line of Burnham Drive;

THENCE, South 53°24'00" East a distance of 521.19 feet along the southerly line of Burnham Drive to a point;

THENCE, South 50°36'00" West a distance of 214.99 feet along the boundary line between Tracts 1822A and 1822B of said Block 6 to a point;

THENCE North 53°24'00" West a distance of 333.91 feet along the southerly boundary line of said Tract 1822B to the POINT OF BEGINNING.

Prepared By;
TURNER COLLIE & BRADEN INC.
El Paso, Texas
March 15, 1984
TC&B Job No. 4737-02

EXHIBIT "C"

CITY OF EL PASO
DEPARTMENT OF PLANNING, RESEARCH AND DEVELOPMENT

PLOT PLAN

SURETY SAVINGS ASSOCIATION
JOHN H. LIVINGSTON
MICHAEL TODD LIVINGSTON

Name of Property owner (s)

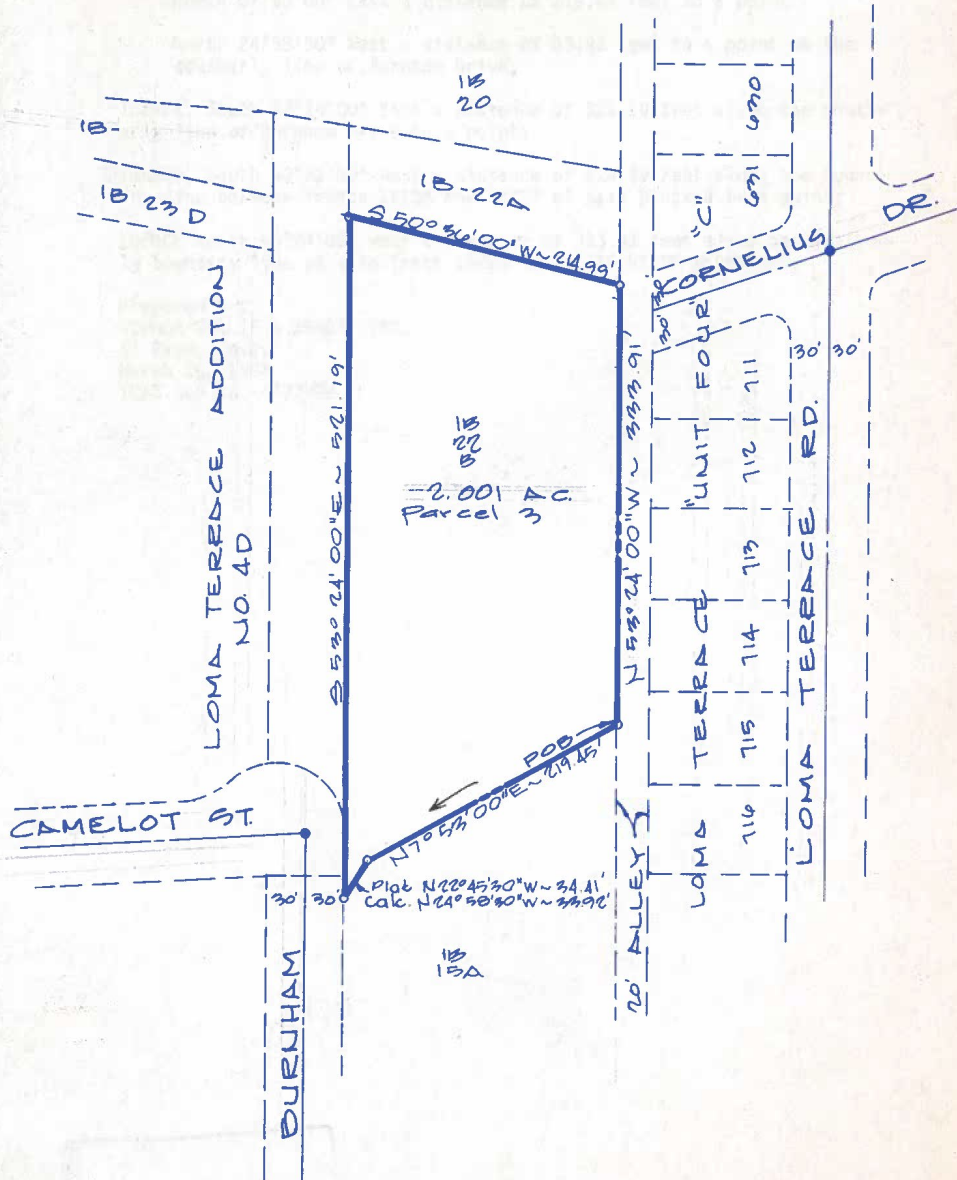
Address or location of property to be zoned

TRACT 18228, BLOCK 6, ASCARATE GRANT

Legal description of property to be rezoned

CITY OF EL PASO, EL PASO COUNTY, TEXAS

Legal description (continued)



BY:

James Arthur Lee
Signature of property owner
or representative

DATE:

17 Aug. '84

84-4996

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Recommend approval.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval.

Planning and Inspections Department – Land Development

Recommend approval.

Note:

The proposed ponding area(s) shall have enough capacity to hold all stormwater runoff for a designed 100-yr. storm event.

On site ponding is required 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.

Fire Department

Recommend approval, no adverse comments.

Police Department

No comments received.

Environment Services

ESD does not have any comments for this application.

Streets and Maintenance Department

No comments received.

Sun Metro

No comments received.

El Paso Water

EPWater does not object to this request.

EPWU-PSB Comments

Between Crinco Ln and Lomaland Dr., there is an existing 6-inch diameter water main extending along Burnham Dr. approximately 4-feet south of the northern right-of-way line. This main is available service and main extension. There is an existing 42-inch diameter water main extending along Burnham Dr. approximately 14-feet south of the northern 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.

Previous water pressure reading from fire hydrant 5781, located at the northeast corner of Burnham Dr. and Camelot Ln. has yielded a static pressure of 62 (psi), a residual pressure of 50 (psi), and a discharge of 787 (gpm).

Sanitary Sewer

Between Crinco Ln and Lomaland Dr., there is an existing 8-inch diameter sanitary sewer main extending along Burnham Dr. approximately 6.5-feet north of the southern right-of-way line. This main is available for service.

General

Water main extension along the entire frontage of Burnham Rd. will be required. Water main extension is to cover the entire Burnham frontage. Owner is responsible for main extension cost.

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

No comments received.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name

Paige Fox

Business Name

Fox Toyota

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: 8-12-24



Legislation Text

File #: 24-1168, 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

Streets and Maintenance, Mauro Rojas Sigala, (915) 212-7072

Streets and Maintenance, Richard Bristol, (915) 212-7015

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager to sign a Custom Lighting Agreement by and between the City of El Paso and the City of El Paso Municipal Management District No. 1 (the "District"), as required by El Paso City Code, 19.16.020, concerning the District's proposal to provide custom street lighting in the form of solar lighting within the District's Campo del Sol development.

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

AGENDA DATE: September 10, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mauro Rojas-Sigala, Traffic Engineer Associate
(915) 212-7072

Richard Bristol, Streets and Maintenance

Director, (915) 212-7015

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

A resolution to authorize the City Manager to sign a Custom Street Light Agreement by and between the City of El Paso and the City of El Paso Municipal Management District No. 1 (the "District"), as required by El Paso City Code, §19.16.020, concerning the District's proposal to provide custom street lighting in the form of solar lighting within the District's Campo del Sol development.

BACKGROUND / DISCUSSION:

City of El Paso Municipal Management District No. 1 requested approval to install solar streetlights within the Campo del Sol development. The agreement will allow the City of El Paso to review and approve solar streetlight design and installation within the Campo del Sol subdivision. Solar streetlights are considered a suitable option for this subdivision due to the lack of electrical power sources, complexity of hard wired electrical streetlight installation and opportunity to monitor new sustainable technology.

PRIOR COUNCIL ACTION:

- November 13, 2018 – Ordinance 018871 approved for a Land Exchange Agreement
- March 17, 2020 – Resolution to approve Entitlement Agreement

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: N/A

*****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 a Custom Street Light Agreement by and between the City of El Paso and the City of El Paso Municipal Management District No. 1 (the "District"), as required by El Paso City Code, §19.16.020, concerning the District's proposal to provide custom street lighting in the form of solar lighting within the District's Campo del Sol development.

APPROVED THIS _____ DAY OF _____, 2024.

CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets and Maintenance Department

STATE OF TEXAS

§

CUSTOM STREET LIGHT AGREEMENT

COUNTY OF EL PASO

§

§

This Custom Street Light Agreement ("Agreement") is made and entered into by and between The City of El Paso, hereinafter referred to as "City", and the City of El Paso Municipal Management District No. 1, hereinafter referred to as the "District."

RECITALS

WHEREAS, the District is developing Campo del Sol, which is a residential subdivision and proposes to provide custom lighting in the form of solar lights in lieu of the required standard street lighting within Campo del Sol; and

WHEREAS, the El Paso City Code (the "Code") allows for custom street lighting to be provided by a sub-divider in accordance with §19.16.010 and §19.16.020 of the Code; and

WHEREAS, pursuant to §19.16.020 (A) of the Code, such custom street lighting must be approved by the City Manager or designee; and

WHEREAS, §19.16.020 (D) of the Code requires an agreement between the City and the sub-divider concerning the custom street lighting and requires that the City reserve the right to review and approve all such provisions of the custom lighting agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree and covenant as follows:

1. **INCORPORATION OF RECITALS.**

The recitals set forth above are incorporated herein by reference.

2. **DESCRIPTION.**

The District shall install, maintain, and repair custom street lights found within Campo del Sol, El Paso, El Paso County, Texas. Said subdivision is shown on the attached map, marked Attachment "A", which is incorporated herein for all purposes, and is hereinafter referred to as the "Site."

3. **THE DISTRICT'S OBLIGATIONS.**

- a. The District, at its sole expense, shall install, maintain, and repair the custom street lights located on dedicated streets within the Site and ensure that the street lighting is fully operational at all times.

- b. The District shall pay any and all costs related to, or associated with, the custom street lights. The District shall be perpetually liable for all costs associated with the maintenance of the lighting fixtures, subject to the "Covenants, Assignments" provisions below.
 - c. Custom streetlighting placed within the public right-of-way shall meet the lumen level required in the Design Standards for Construction ("DSC") and provide roadwork coverage meeting or exceeding that provided by standard streetlighting. Lighting outside the right-of-way shall meet the lumen level and coverage required of the DSC.
4. COVENANTS, ASSIGNMENTS. The District shall include the District's requirement to provide continuous lighting and perpetual maintenance of the custom street lights in restrictive covenants for the subdivision.
5. CONSIDERATION. This Agreement is entered into for and in consideration of the District's agreement to provide custom streetlights and maintain the Site according to Paragraph 3 of this Agreement, in an effort to encourage the safety of the City of El Paso and encourage environmental stewardship. Said consideration is accepted as full and valuable consideration to the City.
6. CITY REPRESENTATIVE. The City Representative shall be the City Director of Streets and Maintenance, or their designated representative, herein referred to as the "City Representative," who will be authorized to approve all custom street lights proposed by District if the proposed project complies with City ordinances and policies, where appropriate. The City Representative will act on behalf of the City to ascertain that the work is accomplished in accordance with this Agreement and with the guidelines adopted by the City.
7. WORK PERFORMANCE. All work performed by District and its employees shall be done in a good and workmanlike manner, in accordance with all applicable regulations.
8. EQUIPMENT. All equipment, tools and machinery used in connection with this Agreement shall be supplied by the District and shall be maintained in satisfactory working condition. Equipment on the Site shall not be used in any manner that may cause injury to the Site, City property, property of third parties, or any person. All equipment and tools supplied by the District and used at the Site must be removed from the Site at the end of each working day unless storage at the Site has been authorized by the City Representative.
9. EFFECTIVE DATE, TERM, AND TERMINATION.
 - a. The Effective Date of this Agreement shall be the date the Agreement is approved by the El Paso City Council. This Agreement shall continue in full force and effect for forty (40) years and shall renew for successive one-year terms thereafter until the completion of the obligations contained herein.
 - b. The City may require that any or all of the installed custom lights be removed, at the District's expense, when a finding is made by the City Council based on a recommendation of the City Traffic Engineer or designee placed by the City Traffic Engineer, that the custom lighting creates a City nuisance or is unsafe. Upon such a finding, standard streetlighting pursuant to

Chapter 19 of the City Code shall be required. Said standard lighting shall be furnished and installed by the District to replace the custom lighting.

- c. Upon termination of this Agreement, the City shall have the right, but not the obligation, to assume the responsibility for maintaining the street lighting. Upon termination, the District will not be entitled to any future reimbursement for any improvements.

10. **LEGAL RELATIONSHIP.** The District is an independent contractor and nothing herein shall be construed as creating the relationship of employer and employee or agent between the parties. The District shall not be entitled to any of the benefits established for City employees nor be covered by the City's Worker's Compensation Program. All of the services required hereunder will be performed by agents of the District, and all persons engaged in the work shall be fully qualified to perform the work.

11. **INDEMNITY. THE DISTRICT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS FROM ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, OR LOSSES FOR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH CAUSED BY OR ARISING OUT OF THE DISTRICT'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENT OR ALLEGEDLY NEGLIGENT ACTS OR OMISSIONS ON THE PART OF DISTRICT, OR CLAIMS, DEMANDS, CAUSES OF ACTION OR LOSSES FROM PERSONAL INJURY, PROPERTY DAMAGE OR DEATH CAUSED BY OR ARISING FROM THE DESIGN, INSTALLATION, MAINTENANCE, OR REPAIR OF THE CUSTOM STREET LIGHTING LOCATED ON THE SITE AND INSTALLED BY THE DISTRICT, WHETHER WITHIN OR OUTSIDE OF THE PUBLIC RIGHT OF WAY. THE DISTRICT HEREBY ACKNOWLEDGES THAT IT SHALL BE RESPONSIBLE TO ALL PARTIES FOR THE DISTRICT'S RESPECTIVE ACTS OR OMISSIONS AND THAT THE CITY SHALL IN NO WAY BE RESPONSIBLE THEREFORE.**

12. **COMPLIANCE WITH LAWS, REGULATIONS AND ORDINANCES.**

- a. The District agrees to comply with all applicable laws, regulations and ordinances, including the DSC and Texas Manual on Uniform Traffic Control Devices (collectively "Laws"). Notwithstanding anything to the contrary contained herein, to the extent of any conflict between the terms of this Agreement and the Laws, the terms of the Laws shall control.
- b. The District's street light plans must be approved before any street lights are installed. Street light plans, including photometric study shall be approved by the City Streets and Maintenance illumination group.

13. **BINDING AGREEMENT.** The individual signing this Agreement acknowledges that he/she is authorized to do so and further warrants that he/she is authorized to commit and bind District to the terms and conditions of this Agreement.

14. **NOTICES.** All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City of El Paso
ATTN: City Director of Planning and Inspections
801 Texas Avenue
El Paso, Texas 79901-1196

City of El Paso
ATTN: City Manager
300 Campbell Street
El Paso, Texas 79901-1196

El Paso Municipal Management District
c/o Coats | Rose PC
Attn: Mallory Craig
9 Greenway Plaza, Suite 1000
Houston, Texas 7046

15. WAIVER. Neither this Agreement nor any of the terms hereof may be waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the waiver or modification shall be sought. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy.

16. OTHER SERVICES. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

17. GOVERNMENTAL FUNCTION. The Parties agree that in all things relating to this Agreement, City and the District are performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission by either, which in any way pertains to or arises out of this Agreement, falls within the definition of Governmental Functions and Services, in accordance with Chapter 791 of the Texas Government Code.

18. INDEPENDENT CONTRACTOR. Nothing contained in this Agreement shall be construed as establishing a partnership or joint obligations among the parties. City and District each retain the right to conduct its business as it sees fit. Both Parties acknowledge that neither is an agent, servant, employee of the other, nor are the Parties engaged in a joint enterprise, and each party is responsible for its own acts and deeds and for those of its agents or employees during the performance of the scope of work.

19. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be deemed to waive,

modify or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas of the United States.

20. AMENDMENTS AND MODIFICATIONS. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

21. GOVERNING LAW AND VENUE. This Agreement shall be construed and enforced in accordance with the laws of the United States and the State of Texas. For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.

22. SUCCESSORS AND ASSIGNS. This Agreement shall bind and benefit the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party hereto without first obtaining the written consent of the other Party.

23. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

24. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

25. ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

(SIGNATURES ON FOLLOWING PAGE)

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO:

Dionne L. Mack, City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets and Maintenance Department

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2024,
by **Dionne L. Mack**, as City Manager of the **City of El Paso, Texas**.

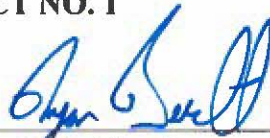
Notary Public, State of Texas

My Commission Expires:

THE DISTRICT:

**CITY OF EL PASO MUNICIPAL MANAGEMENT
DISTRICT NO. 1**

By:

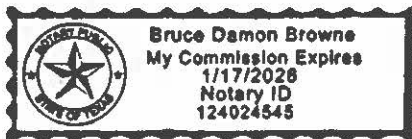


Ryan Burkhardt
Chair of City Of El Paso Municipal Management
District No. 1

ACKNOWLEDGEMENT

**THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §**

This instrument was acknowledged before me on the 2ND day of AUGUST, 2024,
by Ryan Burkhardt, as Chair of City of El Paso Municipal Management District No. 1.


Notary Public, State of Texas

My Commission Expires:

1/17/2028



Legislation Text

File #: 24-1210, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

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

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager, or designee, to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for a Metropolitan Mobility Reconstruction Project on Buffalo Soldier Road from Edgemere Boulevard to Montana Avenue, consisting of the preliminary engineering for the complete roadway reconstruction to include parkway improvements, sidewalks, bicycle facilities, street illumination, landscaping and irrigation, and striping, which has an estimated total project cost of \$1,417,404.00 of which the local government participation amount is estimated at \$109,398.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

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

AGENDA DATE: September 10, 2024
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, (915) 212- 0065
DISTRICT(S) AFFECTED: 3
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

A Resolution to authorize the City Manager, or designee, to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for a Metropolitan Mobility Reconstruction Project on Buffalo Soldier Road from Edgemere Boulevard to Montana Avenue, consisting of the preliminary engineering for the complete roadway reconstruction to include parkway improvements, sidewalks, bicycle facilities, street illumination, landscaping and irrigation, and striping, which has an estimated total project cost of \$1,417,404.00 of which the local government participation amount is estimated at \$109,398.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

BACKGROUND / DISCUSSION:

The scope of work for the Project consists of preliminary engineering for the complete roadway reconstruction to include parkway improvements, sidewalks, bicycle facilities, street illumination, landscaping and irrigation, and striping along Buffalo Soldier Road.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Federal/State- \$1,308,006.00

MPO Match - \$109,398.00

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __ 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

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for a Metropolitan Mobility Reconstruction Project on Buffalo Soldier Road from Edgemere Boulevard to Montana Avenue, consisting of the preliminary engineering for the complete roadway reconstruction to include parkway improvements, sidewalks, bicycle facilities, street illumination, landscaping and irrigation, and striping, which has an estimated total project cost of \$1,417,404.00 of which the local government participation amount is estimated at \$109,398.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

APPROVED this _____ day of _____, 2024.

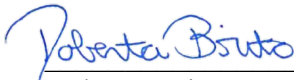
CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:

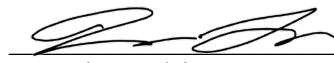
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez, AICP
CID Grant Funded Program Director

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Metropolitan Mobility Reconstruction Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of El Paso**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Buffalo Soldier Street Improvements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	N/A	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of preliminary engineering for the complete roadway reconstruction to include parkway improvements, sidewalks, bicycle facilities, street illumination, landscaping and irrigation, and striping along Buffalo Soldier Road from Edgemere Boulevard to Montana Avenue as shown in Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			<i>AFA Not Used For Research & Development</i>	

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			<i>AFA Not Used For Research & Development</i>	

- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. 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); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

whose property has been acquired because of federal or federal-aid programs and projects).

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. 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.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. 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, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits 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 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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.
- K. 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). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is:
<https://www.sam.gov/portal/public/SAM/>
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform;); and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name		Buffalo Soldier Street Improvements		AFA Not Used For Research & Development	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.


THE LOCAL GOVERNMENT

THE CITY OF EL PASO

By: _____
Dionne Mack, City Manager


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

Signature

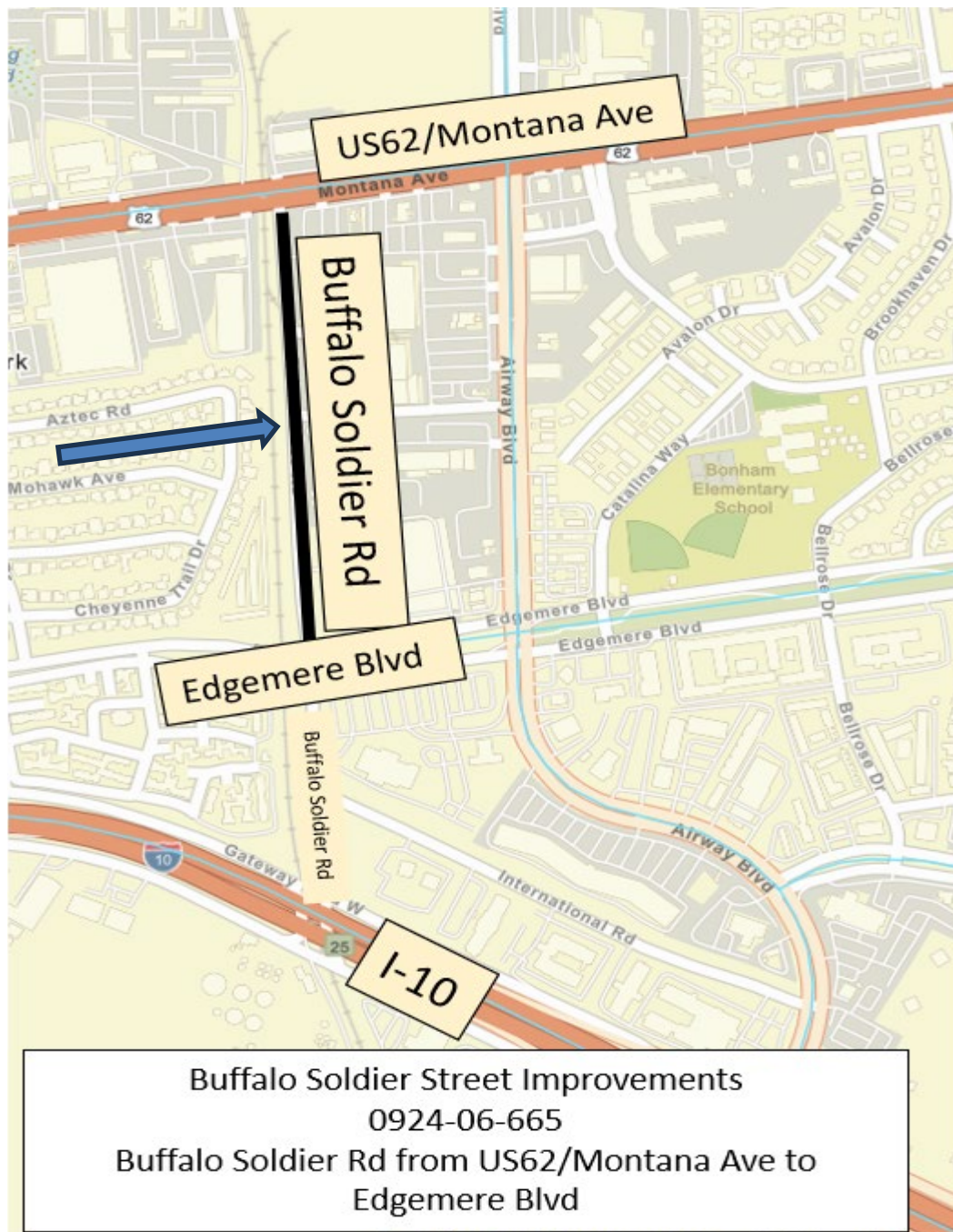
Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-665	AFA ID	Z00005018	CFDA No.	20.205
AFA CSJs	0924-06-665			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Buffalo Soldier Street Improvements			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Gov't)	\$1,054,090	80%	\$843,272	0%	12%	\$126,491	20%	8%	\$84,327
Environmental (by Local Gov't)	\$263,522	80%	\$210,818	0%	12%	\$31,622	20%	8%	\$21,082
Subtotal	\$1,317,612		\$1,054,090			\$158,113			\$105,409
Environmental Direct State Costs	\$14,248	80%	\$11,398	0%	12%	\$1,710	20%	8%	\$1,140
Right of Way Direct State Costs	\$3,562	80%	\$2,850	0%	0%	\$0	20%	20%	\$712
Engineering Direct State Costs	\$17,800	80%	\$14,240	0%	12%	\$2,136	20%	8%	\$1,424
Utility Direct State Costs	\$3,562	80%	\$2,850	0%	0%	\$0	20%	20%	\$712
Construction Direct State Costs	\$10	80%	\$8	0%	12%	\$1	20%	8%	\$1
Indirect State Costs (4.60%)	\$60,610	0%	\$0	100%	100%	\$60,610	0%	0%	\$0
TOTAL	\$1,417,404		\$1,085,436			\$222,570			\$109,398

Initial payment by the Local Government to the State: \$3,988

Payment by the Local Government to the State before construction: \$1

Total payment by the Local Government to the State: \$3,989

This is an estimate. The final amount of Local Government participation will be based on actual costs.



Legislation Text

File #: 24-1212, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager, or designee, to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for a Hazard Elimination and Safety Program project at Yermoland Drive from Lafayette Drive to Lomaland Drive, to include the installation of a continuous turn lane, which has an estimated total project cost of \$76,922.10 of which the estimated local government participation amount is estimated at \$7,319.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

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

AGENDA DATE: September 10, 2024
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, (915) 212- 0065
DISTRICT(S) AFFECTED: 7
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

A Resolution to authorize the City Manager, or designee, to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for a Hazard Elimination and Safety Program project at Yermoland Drive from Lafayette Drive to Lomaland Drive, to include the installation of a continuous turn lane, which has an estimated total project cost of \$76,922.10 of which the estimated local government participation amount is estimated at \$7,319.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

BACKGROUND / DISCUSSION:

The scope of work for the Project consists of the installation of a continuous turn lane along Yermoland Drive from Lafayette Drive to Lomaland Drive.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Federal/State- \$69,603.10
COEP Traffic Engineering and Mgmt - \$7,319.00

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __ 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

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for a Hazard Elimination and Safety Program project at Yermoland Drive from Lafayette Drive to Lomaland Drive, to include the installation of a continuous turn lane, which has an estimated total project cost of \$76,922.10 of which the estimated local government participation amount is estimated at \$7,319.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

APPROVED this _____ day of _____ 2024.

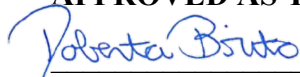
THE CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor

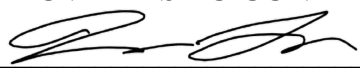
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez, AICP
CID Grant Funded Program Director

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Yermoland Dr SFTY (Lafayette / Lomaland)			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For A HAZARD ELIMINATION & SAFETY PROGRAM Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of El Paso**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Hazard Elimination and Safety**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name		Yermoland Dr SFTY (Lafayette / Lomaland)		AFA Not Used For Research & Development	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	State	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the installation of a continuous turn lane along Yermoland Drive from Lafayette Drive to Lomaland Drive as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Yermoland Dr SFTY (Lafayette / Lomaland)			AFA Not Used For Research & Development	

Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Yermoland Dr SFTY (Lafayette / Lomaland)			AFA Not Used For Research & Development	

- adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name		Yermoland Dr SFTY (Lafayette / Lomaland)		AFA Not Used For Research & Development	

acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Yermoland Dr SFTY (Lafayette / Lomaland)			AFA Not Used For Research & Development	

cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. **Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. **Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. **Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name		Yermoland Dr SFTY (Lafayette / Lomaland)		AFA Not Used For Research & Development	

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Yermoland Dr SFTY (Lafayette / Lomaland)			AFA Not Used For Research & Development	

on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name		Yermoland Dr SFTY (Lafayette / Lomaland)		AFA Not Used For Research & Development	

property. Tracings of the maps shall be retained by the Local Government for a permanent record.

- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name		Yermoland Dr SFTY (Lafayette / Lomaland)		AFA Not Used For Research & Development	

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of El Paso ATTN: CID Director of Grant Funded Programs PO Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Yermoland Dr SFTY (Lafayette / Lomaland)			AFA Not Used For Research & Development	

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Yermoland Dr SFTY (Lafayette / Lomaland)			AFA Not Used For Research & Development	

- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. 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); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name		Yermoland Dr SFTY (Lafayette / Lomaland)		AFA Not Used For Research & Development	

whose property has been acquired because of federal or federal-aid programs and projects).

- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. 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.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. 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, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits 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 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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.
- K. 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). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Yermoland Dr SFTY (Lafayette / Lomaland)			AFA Not Used For Research & Development	

- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Yermoland Dr SFTY (Lafayette / Lomaland)			AFA Not Used For Research & Development	

and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09->

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Yermoland Dr SFTY (Lafayette / Lomaland)			AFA Not Used For Research & Development	

[14/pdf/2010-22705.pdf](http://www.txdot.gov/programs/transportation/2010-2014/pdf/2010-22705.pdf) and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is:
<https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name		Yermoland Dr SFTY (Lafayette / Lomaland)		AFA Not Used For Research & Development	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

By: _____
Dionne Mack, City Manager

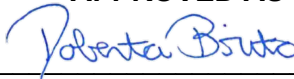
Date

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

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Yermoland Dr SFTY (Lafayette / Lomaland)			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CCSJ #	0924-00-119	AFA ID	Z00010390	CFDA No.	20.205
AFA CSJs	0924-06-725			CFDA Title	Highway Planning and Construction
District #	24-ELP	Code Chart 64#	13400		
Project Name	Yermoland Dr SFTY (Lafayette / Lomaland)			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Construction costs will be allocated based on 100% Federal funding and 10% Local Government funding (in the form of Transportation Development Credits) until the Federal Funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost/TDC
Engineering (by State)	\$5,656	0%	\$0	0%	\$0	100%	\$5,656
Environmental (by State)	\$998	0%	\$0	0%	\$0	100%	\$998
Construction (by State)	\$66,542.10	100%	\$66,542.10	0%	\$0	TDC	TDC 6,654
Subtotal	\$73,196.10		\$66,542.10		\$0		\$6,654
Environmental Direct State Costs	\$133	0%	\$0	0%	\$0	100%	\$133
Right of Way Direct State Costs	\$33	0%	\$0	0%	\$0	100%	\$33
Engineering Direct State Costs	\$166	0%	\$0	0%	\$0	100%	\$166
Utility Direct State Costs	\$33	0%	\$0	0%	\$0	100%	\$33
Construction Direct State Costs	\$300	0%	\$0	0%	\$0	100%	\$300
Indirect State Costs (4.60%)	\$3,061	0%	\$0	100%	\$3,061	0%	\$0
TOTAL	\$76,922.10		\$66,542.10		\$3,061		\$7,319

Initial payment by the Local Government to the State: \$7,019

Payment by the Local Government to the State before construction: \$300

Estimated total payment by the Local Government to the State \$7,319

Transportation Development Credits (TDC) are being utilized in place of the Local Government's participation in the amount of 6,654.00.

Transportation Development Credits (TDC) in lieu of non-federal matching

This is an estimate. The final amount of Local Government participation will be based on actual costs.



Legislation Text

File #: 24-1213, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

A Resolution that City Manager, Dionne Mack, be appointed as a City representative to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization to replace former Interim City Manager Cary Westin, effective immediately.

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

AGENDA DATE: September 10, 2024
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, (915) 212-1860
DISTRICT(S) AFFECTED: All Districts
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

A Resolution that City Manager, Dionne Mack, be appointed as a City representative to the Transportation Policy Board (TPB) for the Metropolitan Planning Organization to replace former Interim City Manager Cary Westin, effective immediately.

BACKGROUND / DISCUSSION:

TPB bylaws provide that representatives of local units of government shall be appointed by and serve at the pleasure of the appointing local units of government they represent. There has become a vacancy regarding a city representative on the TPB and the City of El Paso now desires to appoint City Manager, Dionne Mack as a City representative to the TPB, replacing Interim City Manager, Cary Westin.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ 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 Bylaws and Procedures for the Metropolitan Planning Organization's Transportation Policy Board (TPB) provide that the City of El Paso's representation on the TPB shall be equal to the number of unincorporated Texas municipalities who have representation on the TPB; and

WHEREAS, the TPB Bylaws and Procedures provide that representatives of local units of government shall be appointed by, and serve at the pleasure of, the appointing local units of government they represent; and

WHEREAS, the City of El Paso desires to appoint City Manager Dionne Mack as a City representative on the TPB replacing former Interim City Manager Cary Westin.

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

That City Manager Dionne Mack be appointed as a City Representative to the Metropolitan Planning Organization's Transportation Policy Board to replace former Interim City Manager Cary Westin, effective immediately.

APPROVED this _____ day of _____, 2024.

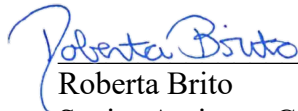
CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-1260, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Rosario Holguin to the Committee on Border Relations by Representative Art Fierro, District 6.



Board Appointment Form

City Clerk's Office

Appointing Office	Representative Art Fierro, District 6
Agenda Placement	Consent
Date of Council Meeting	09/10/24
Name of Board	Committee on Border Relations
Agenda Posting Language	
Appointment of Rosario Holguin to the Committee on Border Relations by Representative Art Fierro, District 6.	
Appointment Type	Regular
Member Qualifications	
Worked for HIGHERGROUND CONSULTING, LLC between 2011 to 2023 where she customized strategies for a range of client verticals.	
Nominee Name	Rosario Holguin
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	N/A
Board Membership	
CAMINO REAL REGIONAL MOBILITY AUTHORITY	
Real estate owned in El Paso County	
Previous Appointee	Jonathan Childress
Reason for Vacancy	Term Expired
Date of Appointment	09/10/24
Term Begins On	06/01/23
Term Expires On	05/31/25
Term	First Term

ROSARIO HOLGUIN

COMMUNICATIONS STRATEGIST

Equipped to create an overall strategy for a distinct marketplace competitive advantage

BRAND VALUE

- **I am best at** critical-thinking and problem-solving to create custom solutions and maximize brand visibility; and as a person who can listen, absorb and execute with the team.
- **I serve** multi-cultural audiences with insights of the U.S.-Mexico relationship with fluency in languages and cultures.
- **My unique selling point is** an ability to synthesize information to identify trends and create strategies to meet the future in the present.

CORE COMPETENCIES

- | | | |
|--|---|--|
| <input type="checkbox"/> Collaboration | <input type="checkbox"/> Learning Agility | <input type="checkbox"/> International Relations |
| <input type="checkbox"/> Natural Curiosity | <input type="checkbox"/> Emotional Intelligence | <input type="checkbox"/> Self-Starter |

PROFESSIONAL EXPERIENCE

HIGHERGROUND CONSULTING, LLC
2011 to 2023

Specializes in Strategic Communications | Brand Identity | Creativity

Creative Director

Customized Strategies for a range of Client Verticals:

- **U.S.-Mexico International Trade | Supply Chain Sustainability | Bespoke Manufacturing | Commercial-Residential Design**

SECUREORIGINS, INC., El Paso, TX
2001 to 2011

Specializes in supply chain visibility and security applications for U.S.-Mexico border-based manufacturing market.

Chief Communications Strategist

Advocacy strategies and stakeholder outreach for a venture-funded firm formed post-9/11/2001.

Key Contributions:

- **Launched bi-national** first-of-its-kind U.S.-Mexico seamless and secure trade demonstration, highlighting intelligent logistics (point-of-origin to customs through the supply chain to the destination and back).
- **Received standing ovation** for keynote address, Border Issues Conference, Library of Congress.
- **Provided creative direction** for branding, collateral, presentations, solution identity, website evolutions.
- **Provided the communications plan** for the Emerging Technology Fund of Texas award.
- **Expanded policies to strengthen seamless cross-border international trade** for clients, trade and industry groups, technical services partners and governmental agencies.
- **Designed and orchestrated** the move to a new headquarters; a high-tech, open space, mobile office environment with a command center to showcase the supply chain applications in real time.
- **Delivered high-impact presentations** to the Homeland Security Group at the RAND Corporation.

MINDSEARCH, San Antonio, TX

1999 to 2001

Director of Consumer of Research

Pioneered the division for client verticals, survey development; research panels; and post-campaign reporting.

Key Contributions:

- **Created, built and executed** MindSearch (1999), an internet-based consumer research model that was successfully launched based on tracking, identifying and analyzing new economy trends.
- **Negotiated** a test market partnership for MindSearch with a Mountain View California-based vendor.
- **Provided creative direction** for all branding including the product name, touch screens, test market locations and management.
- **Introduced seamless touch screen surveys**, with a stealth mix of graphic-based images and questions.

CITY OF SAN ANTONIO, San Antonio, TX

1995 to 1997

Specialist – Department of International Affairs

Recruited export-potential companies by leading trade delegations to Mexico trade offices. Organized and executed itineraries for international VIPs to build relationships with trade partners, and foster partnerships that increased global visibility, cultural understanding, and economic growth.

Key Contributions:

- **Led Trade delegations** to the City's Trade Office in Mexico City, Guadalajara and Monterrey..
- **Executed** itineraries for international VIPs, such as the Chairman of the British Overseas Board of Trade, U.S. Ambassador to Spain, and renowned Futurist Alvin Toffler
- **Awarded** the Silver Medal for the first Export Award, National Council for Urban Economic Development.
- **Expanded** business relationships in Mexico for an environmental services company to begin exporting their technology and services.

Additional Experience:

Board of Directors, Camino Real Regional Mobility Authority (Appointed by Mayor and City Council)

Woman's Fund of El Paso, Founding Board Member (200+ scholarships and leadership opportunities)

Trends Research; Naisbitt Group (futurist consultancy for Fortune 500 clients), Washington, D.C.

Director, Heritage Tourism Project; National Trust for Historic Preservation, City & County of El Paso, Texas

Habitat for Humanity

El Paso Food Bank

ACADEMIC BACKGROUND

LONDON SCHOOL OF ECONOMICS, London, UK

M.Sc. in Comparative Government

TEXAS CHRISTIAN UNIVERSITY, Fort Worth, TX

Master of Liberal Arts | Bachelor of arts in Political Science

ROSARIO HOLGUIN



Profile

- Thrive on developing and executing intricate projects.
- Proficient, empathetic and goal-minded leader.
- Strategic Thinking for successful communications and branding.
- Keen understanding of critical market and business drivers.
- Extensive cross-cultural experience for international partnerships.
- Insights into the U.S.-Mexico- relationship and fluent in Spanish.



Experience

HigherGround **Consulting** / Founder & Creative Director

Communications & Branding for diverse verticals:

International Trade - Commercial | Residential Design - Supply Chain Sustainability -

Bespoke Manufacturing -

sought after by designers and creative brands with 95,000+ pinterest admirers.

SecureOrigins Smart Logistics / Director of Communications

Expertise in supply chain visibility applications - led a first of its kind demonstration for U.S.-Mexico Border Trade - advocacy initiatives and stakeholder outreach - as a seasoned public speaker, delivered keynote presentations to the Homeland Security Group RAND Corporation and at the Library of Congress, receiving a standing ovation.

Office of International Affairs, City of San Antonio / Specialist

Identified export potential by leading trade delegations to Mexico City, Guadalajara and Monterrey - silver medal in the first Export Award by the National Council for Urban Economic Development - hosted international VIPs: Chairman of the British Overseas Board of Trade, the U.S. Ambassador to Spain and renowned futurist Alvin Toffler.

Tactix | MindSearch / Director of Consumer Research

Led the research for client verticals; survey development,; and post-campaign reporting. **Created, developed and executed MindSearch** (1999), an internet-based consumer research model based on identifying and analyzing new economy trends. **Negotiated a partnership for MindSearch test market** with a Mountain View California-based vendor. **Created all branding;** product name, test market locations and management. **Designed the seamless touch screen surveys,** with a stealth mix of graphic-based images and questions.

National Trust for Historic Preservation, Heritage Tourism / Director

Expert utilization of historic assets for community development - national model for the National Trust in Washington, D.C. for grass roots organizing, community education and marketing programs. Restored 16th-century Spanish missions, revitalized the 'camino real' trail and created growth opportunities for businesses along the trail - led a diverse group of public and private stakeholders in the city and county of El Paso, Texas.

Camino Real Regional Mobility Authority / Board of Directors

Appointed by the mayor and city council to enhance mobility with transportation infrastructure projects. Led creative initiatives including the seamless integration of key multi-modal assets and infrastructure aesthetics.

The Naisbitt Group, Washington, D.C. / Trends Researcher

For a renowned consultancy founded by futurist John Naisbitt, developed customized reports for Fortune 500 clients. From an extensive library (pre-internet), analyzed emerging themes.



Education

London School of Economics

M.Sc., Comparative Government

Texas Christian University, Fort Worth, Texas / Political Science

B.A. & M.L.A.

Inducted into Mortar Board, a national honor society for scholarship and leadership.

Attended Oxford University / study abroad (BBC and Channel 4, London).

Culture & Language

Personal background and fluency in cultures and languages.

United States - Mexico - England / English - Spanish

Professional Skills

Strategic Thinking & Communications / Collaborative / Organization and Leadership /

Business & Emotional Intelligence / Problem Solving /

Microsoft Teams / Skype / Mac OS / Zoom / Dropbox / Google Suite

Personal Skills

Deep expertise in creating a distinct marketplace competitive advantage.

Creative - Natural Curiosity - Learning Agility - Attention to detail - Sense of Humor



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-1261, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Norman J. Bryan to the Zoning Board of Adjustments by Representative Art Fierro, District 6.



Board Appointment Form

City Clerk's Office

Appointing Office	Representative Art Fierro, District 6.
Agenda Placement	Consent
Date of Council Meeting	09/10/24
Name of Board	Zoning Board of Adjustment
Agenda Posting Language	
Appointment of Norman J. Bryan to the Zoning Board of Adjustments by Representative Art Fierro, District 6.	
Appointment Type	Alternate
Member Qualifications	
Prior Zoning Board Of Adjustments member and chair for two years	
Nominee Name	Norman J. Bryan
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	N/A
Board Membership	
Zoning Board of Adjustments	
Real estate owned in El Paso County	
Previous Appointee	Maritza Perez
Reason for Vacancy	Term Expired
Date of Appointment	09/10/24
Term Begins On	10/01/24
Term Expires On	09/30/26
Term	First Term

August 21, 2024

Norman J. Bryan

Resume

[REDACTED]

Completed High School, Fordson High, 1960

1960-1962 Weserling Printing, Pressman

1962-1969 Ford Motor Company, Dearborn, Michigan, Quality Control Supervisor, youngest Quality Supervisor hire by the Ford Motor Company. Acquired an Associate Business Degree through the Ford Motor Company.

1969-1971 New York Life Insurance, Sales Rep., El Paso, Texas

1971-2015 Owner operator of Sun City Builders & Remodeling Co., El Paso, Texas

2015-2020 Semi-Retired.

2020-2024 Retired.

[REDACTED]

Sincerely,



Norman J. Bryan



Legislation Text

File #: 24-1201, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

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

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

AGENDA DATE: September 10, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what?
Be descriptive of what we want Council to approve. Include \$ amount if applicable.

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

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:


Maria O. Pasillas

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

TAX REFUNDS
September 10, 2024

1. Eren Antonio Acuna, in the amount of \$5,750.58 made an overpayment on July 29, 2024, of 2023 taxes.
(Geo. # C545-999-0140-1800)
2. Corelogic Tax Services LLC, in the amount of \$4,436.99 made an overpayment on December 19, 2024, of 2023 taxes.
(Geo. # L714-999-0030-0100)
3. Corelogic Tax Services LLC, in the amount of \$14,264.71 made an overpayment on March 09, 2023, of 2022 taxes.
(Geo. # N442-999-0040-0100)
4. Corelogic Tax Services LLC, in the amount of \$3,867.32 made an overpayment on December 19, 2023, of 2023 taxes.
(Geo. # P654-999-1320-0100)
5. Corelogic Tax Services LLC, in the amount of \$4,913.90 made an overpayment on December 19, 2023, of 2023 taxes.
(Geo. # P691-000-0470-1500)
6. Corelogic Tax Services LLC, in the amount of \$2,957.53 made an overpayment on December 19, 2023, of 2023 taxes.
(Geo. #R215-999-0240-7900)
7. Corelogic Tax Services LLC, in the amount of \$3,682.58 made an overpayment on December 19, 2023, of 2023 taxes.
(Geo. # V897-999-0070-2700)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

CITY TAX OFFICE

AUG 19 2024

CreditCard

EFREN ANTONIO ACUNA
7317 SKYROCKET DR
EL PASO, TX 79911

*OP
+2500 ✓*

Geo No. C545-999-0140-1800	Prop ID 641695
Legal Description of the Property BLK 14 CIMARRON SAGE #2 LOT 18 7317 SKYROCKET DR 79911	
OWNER: ACUNA EFREN A & VULGARIA- ACUNA AGORITA	

2023 OVERAGE AMOUNT \$5,750.58 ✓

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 18: CANUTILLO ISD

Dear Taxpayer:

Our records indicate that an **overpayment exists** on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a **refund**, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <i>EFREN ANTONIO ACUNA</i>			
	Address: <i>7317 SKYROCKET</i> ✓			
	City, State, Zip: <i>EL PASO TX 79911</i>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: <i>915 243 3454</i>		E-Mail Address: <i>tenixpedite@gmail.com</i>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Credit Card Payment ✓	CC006227756	07/29/2024	\$5,750.58
	<i>PAYMENT MADE BY MISTAKE</i>			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	TOTAL AMOUNT PAID (sum of the above amounts)			
	Please check one of the following:			
	<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund. ✓		
	<input type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
<i>[Signature]</i>		<i>EFREN ACUNA 8/19/24</i> ✓		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <i>N.N.</i> Date: <i>8-19-24</i> ✓				

CITY TAX OFFICE

AUG 12 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

JUN 20 2024

206

CORELOGIC
PO BOX 9205
COPPELL, TX 75019-9214

OP ✓
+2500

Geo No. L714-999-0030-0100	Prop ID 132468
Legal Description of the Property 3 LOS CERRITOS #1 W PT OF 1 (30.88 FT ON N -101.72 FT ON E -31.08 FT ON S -102.98 ON W) (3176.11 SQ FT)	
6035 BANDOLERO DR-A	
OWNER: DAVALOS JOANNE & ANTONIO	

2023 OVERAGE AMOUNT \$4,436.99 ✓

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202 ✓			
	City, State, Zip: COPPELL TEXAS 75019 ✓			
	Daytime Phone No.: 817-699-2106		E-Mail Address: shenshwetha@corelogic.com	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Corelogic	Wire	12-19-2023	\$4,436.99
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Mary Taylor</i>		PRINTED NAME & DATE Mary Taylor 08/12/23 ✓	

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

N.N

Date:

8-13-24 ✓

JUN 24 2024 76

CITY TAX OFFICE

AUG 12 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

CORELOGIC TAX SERVICE LLC
3001 HACKBERRY ROAD
IRVING, TX 75063

OP ✓
+2500

Geo No. N442-999-0040-0100	Prop ID 219837
Legal Description of the Property 4 NORTH LOOP GARDENS #1 LOT 1 (0.581 ACRE) 7664 GARDEN PL OWNER: SAENZ JOSE L & DELORES	

2022 OVERAGE AMOUNT **\$14,264.71** ✓

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202 ✓			
	City, State, Zip: COPPEL, TX, 75019			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 817-699-2106		E-Mail Address: KIRAM@CORELOGIC.COM	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Corelogic	411654704	03/09/23	\$14,652.89
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1. ✓		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Mary Taylor</i>		PRINTED NAME & DATE 08/12/24 ✓	
	TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <i>N.H.</i> Date: <i>8-13-24</i> ✓			

CITY TAX OFFICE

AUG 12 2024



JUN 20 2020

207

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

CORELOGIC
PO BOX 9205
COPPELL, TX 75019-9214

Geo No. P654-999-1320-0100	Prop ID 41552
Legal Description of the Property 132 PEBBLE HILLS #16 1 & W 24 FT OF 2 (HOMESITE) (5907 SQ FT) 10900 SAGEBRUSH WAY-A 79936 OWNER: MENDOZA OLGA M	

2023 OVERAGE AMOUNT \$3,867.32

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TEXAS 75019			
Daytime Phone No.: 817-699-2106		E-Mail Address: shenshwetha@corelogic.com		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Corelogic	Wire	12/19/23	\$3,867.32
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Mary Taylor</i>		PRINTED NAME & DATE Mary Taylor 08/12/24	

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

N.H.

Date:

8-13-24

OFFICE

2024



CITY TAX OFFICE

AUG 12 2024

JUN 20 2024

203

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

CORELOGIC
PO BOX 9205
COPPELL, TX 75019-9214

Geo No. P691-000-0470-1500	Prop ID 709318
Legal Description of the Property BLK 47 PEYTON ESTATES #7 LOT 15 249 HUNSTANTON ST 79928	
OWNER: MELENDEZ JUAN	

2023 OVERAGE AMOUNT \$4,913.90

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 15: EMERG. SERVICES DIST #1, 51: PASEO DEL ESTE MUD #7

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TEXAS 75019			
Daytime Phone No.: 817-699-2106		E-Mail Address: shenshwetha@corelogic.com		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Corelogic	Wire	12-19-2023	\$8,373.20
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) Mary Taylor		PRINTED NAME & DATE Mary Taylor 08/12/24	

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

N.N.

Date:

8-13-24

CITY TAX OFFICE

AUG 12 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

JUN 20 2024

204

CORELOGIC
PO BOX 9205
COPPELL, TX 75019-9214

OP ✓
+2500

Geo No. R215-999-0240-7900	Prop ID 375354
Legal Description of the Property 24 RANGLAND HILLS #4 LOT 14 (6703.50 SQ FT) 1400 HUNTER DR	
OWNER: MAGDALENO ANGEL H & MARISELA	

2023 OVERAGE AMOUNT \$2,957.53 ✓

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202 ✓			
	City, State, Zip: COPPELL TEXAS 75019 ✓			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 817-699-2106		E-Mail Address: shenshwetha@corelogic.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Corelogic	Wire	12-19-2023	\$2,957.53
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Mary Taylor</i>		PRINTED NAME & DATE Mary Taylor 08/12/24 ✓	

TAX OFFICE USE ONLY:

☒ Approved☐ Denied

By:

N.N.

Date:

8-13-24

CITY TAX OFFICE

AUG 12 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

330
JUN 20 2024

CORELOGIC
PO BOX 9205
COPELL, TX 75019-9214

Geo No. V897-999-0070-2700	Prop ID 271017
Legal Description of the Property 7 VISTA HILLS #1 LOT 14 (7345.00 SQ FT) 1708 ANDY WILLIAMS PL	
OWNER: HERNANDEZ HECTOR & SANDRA L M	

2023 OVERAGE AMOUNT \$3,682.58

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPEL, TX, 75019			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 817-699-2106		E-Mail Address: KIRAM@CORELOGIC.COM	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Corelogic	Wire	12/19/23	\$4,016.19
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
SIGNATURE OF REQUESTOR (REQUIRED) <i>Mary Taylor</i>			PRINTED NAME & DATE Mary Taylor 08/12/24	

TAX OFFICE USE ONLY:

☒ Approved☐ Denied

Bv:

N.N


Date:

8-13-24

ATTACHMENT A
TAX REFUNDS
September 10, 2024

1. Eren Antonio Acuna, in the amount of \$5,750.58 made an overpayment on July 29, 2024, of 2023 taxes.
(Geo. # C545-999-0140-1800)
2. Corelogic Tax Services LLC, in the amount of \$4,436.99 made an overpayment on December 19, 2024, of 2023 taxes.
(Geo. # L714-999-0030-0100)
3. Corelogic Tax Services LLC, in the amount of \$14,264.71 made an overpayment on March 09, 2023, of 2022 taxes.
(Geo. # N442-999-0040-0100)
4. Corelogic Tax Services LLC, in the amount of \$3,867.32 made an overpayment on December 19, 2023, of 2023 taxes.
(Geo. # P654-999-1320-0100)
5. Corelogic Tax Services LLC, in the amount of \$4,913.90 made an overpayment on December 19, 2023, of 2023 taxes.
(Geo. # P691-000-0470-1500)
6. Corelogic Tax Services LLC, in the amount of \$2,957.53 made an overpayment on December 19, 2023, of 2023 taxes.
(Geo. #R215-999-0240-7900)
7. Corelogic Tax Services LLC, in the amount of \$3,682.58 made an overpayment on December 19, 2023, of 2023 taxes.
(Geo. # V897-999-0070-2700)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



Legislation Text

File #: 24-1233, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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 Alejandra Chavez, Candidate for District 1, in the amounts of \$750 from Robert Urrea, \$500 from Bradley Hughes, \$2,500 from Woody Hunt, \$500 from Raul Ordaz, \$2,500 from Dean Hester, \$2,500 from Cecilia Porras, \$1,000 from Linda Troncoso, \$500 from Jeffrey Hughes, \$500 from Sonia Westbrook, \$2,500 from Benjamin Arriola, \$2,500 from Douglas Schwartz, \$1,000 from Javier Lucatero, \$1,000 from William Sanders, \$2,500 from Jim Cardwell, \$1,299 in-kind from Ann Lilly, \$1,000 from Rosa Santana, \$500 from Concepcion Alva, \$1,000 Ronnie Lowenfield, \$2,500 Blake Anderson, \$2,500 from Adam Frank, \$2,500 from Ginger Francis, \$500 from Ann Lilly, \$3,000 from Jerry Rubin, \$1,500 from Edward Escudero, and \$2,600 from Raymond Palacios.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-1251, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Lily Limon, Candidate for District 7, in the amounts of \$2,500 from Lawrence A. Romero, \$2,500 from Stanley Jobe, and \$500 from Dr. Ascención Mena.



Legislation Text

File #: 24-1253, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of contributions by Representative Josh Acevedo in the amounts of \$500.00 from John Panahi and \$500.00 from Sara Priddy.



Legislation Text

File #: 24-1254, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Isabel Salcido in the amounts of \$2,000.00 from Demetrio Jimenez and \$2,500.00 from Eduardo Fernandez and \$100,000.00 loan to campaign.



Legislation Text

File #: 24-1255, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Renard Johnson, Candidate for Mayor, in the amounts of \$750.00 from Michael Mikes, \$750.00 from Raul Rogelio and Bernice Solis, \$2500.00 from Hector Flores, \$2500.00 from Raymond and Kathy Palacios, \$500.00 from Ogechika Alozie, \$2500.00 from Ruben and Susan Guerra, \$2500.00 from Charles Amato, \$2500.00 from Alvin Johnson, \$2500.00 from Gary and Cecelia Porras, \$2500.00 from Ed Anderson, \$500.00 from Priscilla Hernandez, \$2500.00 from Fredrick Francis, \$2500.00 from Robert Foster, \$1250.00 from Victor Poulos, and \$2500.00 from Edward and Margarita Escudero.

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

RECEIVED

By City Clerk's Office at 11:22 am, Sep 04, 2024

AGENDA DATE: _____

CANDIDATE NAME: _____

OFFICE SOUGHT: _____

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
_____ in the amount of \$ _____ from

YOU MAY INCLUDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NEEDED IN THIS BOX

BACKGROUND / DISCUSSION:

Ordinance 019620 adopted on April 23, 2024 amended Section 2.92.080 (E) to require candidates to provide notice of contributions of \$500.00 or more for notation on the consent agenda of the City Council meeting in the same manner as members of City Council.

PRIOR COUNCIL ACTION:

Ordinance 019581 adopted on December 12, 2023 enacted the same requirement for City Council Members.

AMOUNT AND SOURCE OF FUNDING:

N/A

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



Legislation Text

File #: 24-1215, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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 Purchase Order(s) to increase contract 2019-790 Janitorial Services - MSC and Various Corrals to ACE Government Services, LLC. This change order will increase referenced contract by \$134,229.00 for a total estimated amount not to exceed \$888,977.65. This change order will add capacity to the contract due to hourly wage rate adjustments because of price increases in the market. A competitive procurement is open to replace this contract under current market conditions.

Department:	Streets & Maintenance
Award to:	ACE Government Services LLC
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$754,748.65
Change Order Award:	\$134,229.00
Total estimated Amount not to Exceed:	\$888,977.65
Account(s):	532-1000-522060-31040-P3120
Funding Source(s):	Inventory Purchases Materials and Supplies General Fund
District(s):	All

This was a Best Value Bid Award

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

AGENDA DATE: September 10, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Richard J. Bristol, Streets & 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 ACE Government Services, LLC., referencing Contract 2019-790 Janitorial Services – MSC and Various Corrals CO. This will be a change order to increase the award by \$134,229.00 for a total amount not to exceed \$888,977.65.

BACKGROUND / DISCUSSION:

This change order will add capacity to the contract due to hourly wage rate adjustments because of price increases in the market. A competitive procurement is open to replace this contract under current market conditions.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On June 25, 2019 City Council approved the award of contract 2019-790 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 \$711,225.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$134,229.00

Funding Source: General Fund

Account: 532-31040-522060-1000-P3120

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Streets and Maintenance Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

A handwritten signature in blue ink, appearing to read "Richard Bristol", is written over a horizontal line.

Richard J. Bristol, Streets and Maintenance Director

Project Form
(Change Order)

*****Posting Language Below*****

Please place the following item on the Consent Agenda for the (City Council Board Meeting of September 10, 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 Purchase Order(s) to increase contract 2019-790 Janitorial Services – MSC and Various Corrals to ACE Government, Services, LLC. This change order will increase referenced contract by \$134,229.00 for a total estimated amount not to exceed \$888,977.65. This change order will add capacity to the contract due to hourly wage rate adjustments because of price increases in the market. A competitive procurement is open to replace this contract under current market conditions.

Department:	Streets & Maintenance
Award to:	ACE Government Services LLC
City & State:	El Paso, Texas
Current Contract Estimated Amount:	\$754,748.65
Change Order Award:	\$134,229.00
Total estimated Amount not to Exceed:	\$888,977.65
Account(s):	532-1000-522060-31040-P3120
Funding Source(s):	Inventory Purchases Materials and Supplies General Fund
District(s):	All

This was a Best Value Bid Award

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name Steven Chapel

Business Name Ace Government Services, LLC

Agenda Item Type _____

Relevant Department _____

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



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


OR



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

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

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

Signature:  Date: 08/26/2024



Legislation Text

File #: 24-1202, 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

Internal Audit, Edmundo S. Calderon, (915) 212-1365

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 6.8 Support transparent and inclusive government.

Award Summary:

Request that the City Manager be authorized to sign a Service Agreement (Solicitation 2024-0261R) to perform analysis and auditing services of the City's franchise fee collections by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Service Provider") for an initial three-year term; with two, one-year options to extend. This award is a contingency-based contract, which shall not exceed 28% of the additional revenue to the City based on the Agency's findings and recovery. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

Contract Variance:

Not applicable, this is a new contract.

Department:	Internal Audit
Award to:	Avenu Insights & Analytics, LLC
City & State:	Centreville, VA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	Contingency-based not to exceed 28%
Initial Term Estimated Award:	Contingency-based not to exceed 28%
Option Term Estimated Award:	Contingency-based not to exceed 28%
Total Estimated Award	Contingency-based not to exceed 28%
Account(s)	521010 - 210 - 1000 - 13130
Funding Source(s):	General Fund
District(s):	All

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing Department and Internal Audit recommend award as indicated to Avenu Insights & Analytics, LLC, the sole and highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

In addition, the City Manager is authorized to execute any documents and agreements necessary to effectuate the intent of this award; including but not limited to documents related to the collection of amounts owed or owing to the City of El Paso; upon review and approval by the City Attorney's Office.

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: September 10, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Edmundo S. Calderon, Chief Internal Auditor (915) 212-1365
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.8 - Support transparent and inclusive government

SUBJECT:

That the City Manager be authorized to sign a Service Agreement (Solicitation 2024-0261R) to perform analysis and auditing services of the City's franchise fee collections by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Service Provider") for an initial three-year term; with two, one-year options to extend. This award is a contingency-based contract, which shall not exceed 28% of the additional revenue to the City based on the Agency's findings and recovery. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

BACKGROUND / DISCUSSION:

This contract will allow Internal Audit to perform audit services of records, for those businesses to determine if businesses operating within the City are reporting and remitting to the City of El Paso in accordance with the existing franchise agreements.

SELECTION SUMMARY:

Solicitation was advertised on May 7, 2024 and May 14, 2024. The solicitation was posted on City website on May 7, 2024. There were a total of eighteen (18) viewers online; one (1) proposal were received; none from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

This is a contingency-based contract, which percentage remained the same.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

Not applicable.

AMOUNT AND SOURCE OF FUNDING:

Amount: Contingency-based not to exceed 28%
Funding Source: General Fund
Account: 521010 - 210 - 1000 - 13130

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Internal Audit
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Edmundo S. Calderon

Edmundo S. Calderon, Chief Internal Auditor

Project Form
Request for Qualifications

*****Posting Language Below*****

Please place the following item on the Consent Agenda for the City Council of September 10, 2024.

Strategic Goal 6 - Set the Standard for Sound Governance and Fiscal Management

The linkage to the Strategic Plan is subsection: 6.8 Support transparent and inclusive government

Award Summary:

Request that the City Manager be authorized to sign a Service Agreement (Solicitation 2024-0261R) to perform analysis and auditing services of the City's franchise fee collections by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Service Provider") for an initial three-year term; with two, one-year options to extend. This award is a contingency-based contract, which shall not exceed 28% of the additional revenue to the City based on the Agency's findings and recovery. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

Contract Variance:

Not applicable, this is a new contract.

Department:	Internal Audit
Award to:	Avenu Insights & Analytics, LLC
City & State:	Centreville, VA
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	Contingency-based not to exceed 28%
Initial Term Estimated Award:	Contingency-based not to exceed 28%
Option Term Estimated Award:	Contingency-based not to exceed 28%
Total Estimated Award	Contingency-based not to exceed 28%
Account(s)	521010 - 210 - 1000 - 13130
Funding Source(s):	General Fund
District(s):	All

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing Department and Internal Audit recommend award as indicated to Avenu Insights & Analytics, LLC, the sole and highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

In addition, the City Manager is authorized to execute any documents and agreements necessary to effectuate the intent of this award; including but not limited to documents related to the collection of amounts owed or owing to the City of El Paso; upon review and approval by the City Attorney's Office.

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 RFQ SCORESHEET

PROJECT: 2024-0261R Franchise Fee Audit

Evaluation of Submittal

Avenu Insights & Analytics, LLC
Centreville, VA

MAX POINTS

Factor A - General Overview of Agency and Services**15**

15.00

Factor B - Experience – Comparable Contracts**30**

30.00

Factor C - References**10**

5.60

Factor D - Capacity and Capability of Agency's Resources**30**

27.67

Factor E - Number of Hours Dedicated to Engagement**15**

13.33

TOTAL SCORE**100****91.60**

Rank

1



CITY OF EL PASO
REQUEST FOR QUALIFICATIONS TABULATION FORM



Bid Opening Date: June 5, 2024

Solicitation #: 2024-0261R

Project Name: Franchise Fee Audit

Department: Internal Audit

OFFEROR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Avenu Insights & Analytics, LLC	Centreville, VA	YES
RFQs SOLICITED: 303 LOCAL RFQs SOLICITED: 103 RFQs RECEIVED: 1 LOCAL RFQs RECEIVED: 0 NO BIDS: 2		

NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /s/
Date: 6/6/2024

2024-0261R Franchise Fee Audit

**2024-0261R Franchise Fee Audit
Viewer's List**

<u>No.</u>	<u>Participant Name</u>	<u>Response Date</u>	<u>Response Status</u>	<u>City</u>	<u>State</u>	<u>Zip Code</u>
1	Avenu Insights & Analytics, LLC	06/05/2024	Submitted	Centreville	VA	20120
2	Weaver and Tidwell, L.L.P.		Viewed	Dallas	TX	75201
3	Baca Fence LLC		Viewed	Deming	NM	88031
4	Zeraus Iluminacion	05/15/2024	No Bid	El Paso	TX	79912
5	Paso-Tex Industries LLC	05/08/2024	No Bid	El Paso	TX	79925
6	Acebo Solutions		Viewed	El paso	TX	79932
7	Diligent Plans (Diligent Plans, LLC)		Viewed	El Paso	TX	79930
8	Eric Chiu		Unsubmitted	El Paso	TX	79911
9	GRV Integrated Engineering Solutions LLC		Viewed	El Paso	TX	79936
10	Servin, LLC		Viewed	El Paso	TX	79932
11	Ximalli Security Solutions		Viewed	El Paso	TX	79925
12	North America Procurement Council Inc., PBC		Viewed	Grand Junction	CO	40445
13	Pwxpress		Viewed	Jacksonville	FL	32208
14	ARA Consulting Partners		Viewed	Oak Brook	IL	60525
15	Jaak Tech LLC		Viewed	Oxon Hill	MD	20745
16	BerryDunn (Berry, Dunn, McNeil & Parker, LLC)		Viewed	Portland	ME	04102
17	Macias Gini & O'Connell LLP		Viewed	Sacramento	CA	95814
18	MGT of America Consulting, LLC		Viewed	Tampa	FL	33609

RESOLUTION

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

That the City Manager be authorized to sign a Service Agreement (Solicitation 2024-0261R) to perform analysis and auditing services of the City's franchise fee collections by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Service Provider") for an initial three-year term; with two, one-year options to extend. This award is a contingency-based contract, which shall not exceed 28% of the additional revenue to the City based on the Agency's findings and recovery. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

In addition, the City Manager is authorized to execute any documents and agreements necessary to effectuate the intent of this award; including but not limited to documents related to the collection of amounts owed or owing to the City of El Paso; upon review and approval by the City Attorney's Office.

APPROVED this ____ day of _____ 2024.

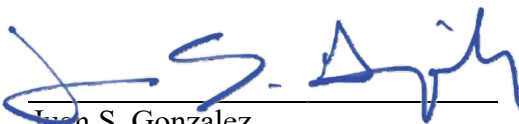
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:

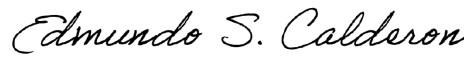


Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing Department



Edmundo S. Calderon, Chief Internal Auditor
Internal Audit Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)
**AGREEMENT FOR FRANCHISE FEE AUDIT SERVICES
WITH AVENU INSIGHTS & ANALYTICS, LLC**

This Agreement for Franchise Fee Audits for the City of El Paso Internal Audit Department (the "Agreement") is entered into this ____ day of _____, 2024 ("**Effective Date**"), by and between the CITY OF EL PASO, a home rule municipal corporation of the State of Texas, (the "**City**") and AVENU INSIGHTS & ANALYTICS, LLC a Delaware Limited Liability Company, (the "**Service Provider**").

WHEREAS, the City solicited proposals for the services of franchise fee audits for the City's Internal Audit Department through a request for qualifications ("**RFQ**") No. 2024-0261R Franchise Fee Audit; and

WHEREAS, the Service Provider possesses the qualifications, certifications, credentials, experience, and expertise to perform said franchise fee audit services for the City; and

WHEREAS, the City desires to engage the Service Provider to provide franchise fee audit services for the Internal Audit Department according to the specification of the RFQ.

IN CONSIDERATION of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION I. TERM. The effective date of this Agreement is as stated above and will remain in effect thereafter for thirty-six (36) months from the effective date. The term of this Agreement may be extended for two (2) additional, one-year periods at the mutual agreement of the parties under the same terms and conditions herein.

SECTION II. OTHER DOCUMENTS; CONFLICT. The following documents comprise this Agreement:

- A. City's Request for Qualifications No. 2024-0261R ("**RFQ**").
- B. Service Provider's Proposal ("**Proposal**").
- C. Fee Proposal
- D. This Supplemental Agreement including all Exhibits attached and incorporated to this Agreement.

The RFQ, and the Proposal are incorporated herein and made part of this Agreement for all purposes; provided, however, that in case of conflict in the language of the RFQ, the Proposal, and this Agreement, the terms and conditions of this Agreement shall control where they conflict with the RFQ and Proposal, and the terms and conditions of the RFQ shall control where they conflict with the Proposal.

SECTION III SCOPE OF SERVICES. The Service Provider hereby agrees to perform the requested auditing services in accordance with the specifications of the City's RFQ, (attached and incorporated hereto as *Exhibit A*), the Proposal submitted by the Service Provider in response to the RFQ (attached and incorporated hereto as *Exhibit B*), and the Fee Proposal (attached and incorporated hereto as *Exhibit C*) pursuant to the terms and conditions set forth in the Contract Clauses of such RFQ and this Agreement. The scope of services identified within the RFQ and Proposal and clarified by this Agreement shall be referred to collectively as the "Services." All services shall be performed with reasonable care, skill, and diligence as would be practiced by the medical and scientific community within the County of El Paso, Texas.

The Service Provider will compare the franchisees payments, exclusions, and other computations related to the franchise agreement, or relevant state law. Compare the actual payments made to the city for timeliness and accuracy. Review findings with Franchisees and obtain the franchisee's position on the findings. Report and present the results, potential monies due, and any penalties and interest. Provide supporting documents to assist the city to collect underpaid franchise fees. Determine terms of the existing agreements under which businesses within the City operate. Perform audit services of records, for those businesses to determine if businesses operating within the City are reporting and remitting to the City of El Paso in accordance with the existing franchise agreements.

The scope of work may change which the City will give notice in writing to the Service Provider of the changes of scope if applicable. The Service Provider and the City shall first agree in writing to the amendments to the scope of services before the amendment becomes part of this Agreement.

SECTION IV. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive. The City shall be entitled to enter into franchise fee audit service agreements with other properly selected individuals or businesses that qualify to provide auditing services.

SECTION V. PRE-REQUISITE TO AGREEMENT. The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement. The Service Provider shall provide auditing services through a Texas State Board of Public Accountancy and licensed by the State of Texas.

SECTION VI. REPRESENTATIONS OF THE SERVICE PROVIDER. In addition to the prerequisite qualifications required prior to entering into this Agreement, the Service Provider also agrees to comply with the following requirements:

- A.** It will comply with all applicable federal, state, and local government laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- B.** The Service Provider, including each individual employed by the Service Provider and performing the services for the City, shall at all times during the performance of this Agreement maintain the licenses, certifications required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Service Provider warrants that it is duly authorized and licensed to perform its duties hereunder in the jurisdiction in which it will act. It further warrants that its employees shall maintain all required

professional licenses during the term of this Agreement. If the Service Provider receives notice from a licensing authority of a suspension or revocation of a license of the Service Provider's employee(s), the Service Provider shall immediately remove such employee from performing any further services under this Agreement until such license is reinstated and in good standing and within 72 hours, notify the City of such actions. If the Service Provider fails to maintain such licenses or fails to remove any employee who performs services under this Agreement whose license has expired or been revoked or suspended, the City shall be entitled, at its sole discretion, to immediately terminate this Agreement upon written notice to the Service Provider.

- C. The City shall be informed of any changes to the Service Provider's personnel so that the City Manager may approve the qualifications of the different or additional Service Provider's personnel. Despite the City Manager's approval, the City shall in no event be obligated to any third party.
- D. The Service Provider shall not in any fashion discriminate in the performance of this Agreement against any person because of race, color, religion, national origin, sex, age, disability, political belief, sexual orientation or affiliation.

SECTION VII. INDEPENDENT SERVICE PROVIDER. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

SECTION VIII. COMPENSATION AND INVOICES. The City shall pay the Service Provider for each session of services at the rates set forth in the *Fee Proposal* attached hereto as *Exhibit C*. The Service Provider services shall be limited to those services delineated in the Section III of this Agreement. It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained in writing prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the Internal Audit Department for each month in which audit services are performed according to this Agreement. Invoices shall not be submitted more frequently than once per month. All invoices shall be made in writing and shall specify the number of sessions conducted by the type of services as provided in Section A of the RFQ. Invoices shall be delivered to the Chief Internal Auditor.

SECTION IX. [INTENTIONALLY DELETED]

SECTION X. INSPECTIONS AND AUDITS. The City reserves the right to inspect and audit the Service Provider's records. The Service Provider's records subject to review shall include but not be limited to records which, in the City's discretion, are connected with the Service Provider's work for the City and shall be open to inspection and subject to review and/or reproduction by the City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Service Provider's compliance with Agreement requirements and to evaluate and verify all costs associated with services of this Agreement. The Service Provider agrees to provide the City with extracts of data files in computer readable format upon request by the City. Records review as described herein may require inspection and photocopying of selected documents

from time to time at reasonable times and places. The Service Provider shall be required to keep such books and records available for such purposes **for at least five (5) years** after the performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

SECTION XI. REPORTS. The Service Provider shall provide monthly written report ("Utilization Reports") to the Police Chief of the services rendered pursuant to this Agreement. The Utilization Report shall provide an analysis of the progress of the program and recommendations. Oral reports detailing the progress of the Employee Assistance Program may be requested as the City deems reasonably necessary.

SECTION XII. INSURANCE REQUIREMENTS. With no intent to limit the Service Provider's liability or the indemnification provisions set forth hereinafter, the Service Provider shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. The City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

A. INSURANCES

1. Worker's Compensation. A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

2. Commercial Liability, Property Damage Liability and Vehicle Liability Insurance. The Service Provider shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Service Provider and the Service Provider's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Service Provider or by anyone directly employed by the Service Provider. The minimum limits of liability and coverage shall be as follows:

a) **Commercial General Liability**

Personal Injury or Death

\$1,000,000 for each person

\$1,000,000 in the aggregate

Property Damage

\$1,000,000 for each occurrence

\$1,000,000 in the aggregate

b) **Vehicle Liability**

Combined Single Limit

\$1,000,000 per accident

B. ERRORS AND OMISSIONS LIABILITY INSURANCE. The Service Provider shall procure and maintain, at the Service Provider's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Service Provider, its principals or

officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000 on a claims made basis.

C. FORM OF POLICIES. The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.

D. ISSUERS OF POLICIES. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.

E. INSURED PARTIES. Each policy, except those for Workers' Compensation and Employer's Liability, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

F. MATERIAL CHANGE IN POLICY(IES). Prior to any material change in any policy required herein, the City will be given sixty (60) days advance written notice by registered mail. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

G. CANCELLATION. Each policy must expressly state that it may not be canceled or non-renewed unless sixty (60) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company. The Service Provider shall also give written notice to the City's Purchasing Manager within fifteen (15) days of the date upon which total claims by any party against the Service Provider reduce the aggregate amount of coverage below the amounts required by this Agreement.

H. DELIVERY OF POLICIES. The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Service Provider with the City's Purchasing Manager prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso
Purchasing & Strategic Sourcing Department Attn:
Managing Director
300 N. Campbell El
Paso, TX 79901

Notwithstanding the termination notice provisions in this Agreement, the failure of the Service Provider to provide the City's Purchasing Manager with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the term of this Agreement, shall constitute a default on the part of the Service Provider entitling the City, upon three (3) days written notice to the Service Provider to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Service Provider, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance

coverage set forth above. Failure of the Service Provider to comply with this requirement shall constitute a default of the Service Provider allowing the City, at its option, to terminate this Agreement as referenced above.

SECTION XIII. TERMINATION OF AGREEMENT. In addition to those termination provisions otherwise provided herein, this Agreement may be terminated under any one of the following circumstances:

A. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by the City upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the Service Provider shall cease all services under this Agreement. Upon such termination, the Service Provider shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Service Provider in accordance with this Agreement; however, the City may withhold any payment to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

B. TERMINATION FOR DEFAULT: It is further understood and agreed by the Service Provider and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after thirty (30) consecutive calendar days, enumerating the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Service Provider fails to maintain its licenses, certifications and other standards required to be a qualified Service Provider pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due the City from the Service Provider is determined.

SECTION XIV. INDEMNIFICATION. Service Provider or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR 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. 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 Service Provider every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Service Provider 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 Service Provider 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. Service Provider will pay all judgments finally establishing liability of the City in actions defended by Service Provider pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Service Provider, 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. The City will not be responsible for any loss of or damage to the Service Provider's property from any cause.

SECTION XV. GENERAL PROVISIONS.

A. TIME IS OF THE ESSENCE. The Service Provider understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

B. SUCCESSOR AND ASSIGNS. The Service Provider shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the Service Provider if the Service Provider shall attempt to assign without prior written consent.

C. VENUE. For purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

D. LEGAL CONSTRUCTION. Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or her designee.

E. COMPLIANCE WITH LAW. The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

F. NOTICE. Any notice, demand, request, consent or approval that either party may or is required to provide to the other party be in writing and either personally delivered or sent via certified mail, return receipt requested, postage prepaid, to the following addresses:

CITY: City of El Paso City
Manager
P.O. Box 1890
El Paso, Texas 79950-1890

With Copy to: City of El Paso
Internal Audit
P.O. Box 1890
El Paso, Texas 79950-1890

SERVICE PROVIDER: Avenu Insights and Analytics, LLC
Attn: Daniel Wurz
5860 Trinity Parkway, Suite 120
Centreville, VA 20120

Changes may be made to the names and addresses noted herein through timely written notice to the other party.

G. FORCE MAJEURE. The Service Provider shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.

H. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at El Paso, Texas effective as of the first date appearing heretofore.

CITY OF EL PASO:

Dionne Mack
City Manager

APPROVED AS TO FORM:


Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing Department


Edmundo Calderon, Chief Internal Auditor
Internal Audit Department

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)

SERVICE PROVIDER:

Avenu Insights and Analytics, LLC a Delaware
Limited Liability Company

By: 

Printed Name: Paul Colangelo

Title: CEO

THE STATE OF Virginia §

COUNTY OF Fairfax §

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this 20TH day of August, 2024,
by Paul Colangelo, as CEO (title) of Avenu Insights
and Analytics, LLC a Delaware Limited Liability Company.


Notary Public, State of Virginia

My commission expires:

August 31, 2028

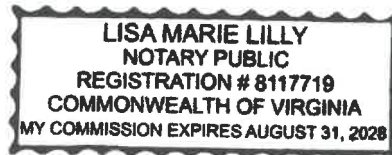


EXHIBIT A
RFQ NO. 2024-0261R
FRANCHISE FEE AUDIT



2024-0261R

Franchise Fee Audit

Issue Date: 5/7/2024

Questions Deadline: 5/22/2024 05:00 PM (MT)

Response Deadline: 6/5/2024 02:00 PM (MT)

Contact Information

Contact: Paula Salas
Address: Purchasing & Strategic Sourcing
City 1
300 N. Campbell St.
El Paso, TX 79901
Phone: 1 (915) 262-9901
Email: SalasPX@elpasotexas.gov

Event Information

Number: 2024-0261R
Title: Franchise Fee Audit
Type: Request for Qualifications
Issue Date: 5/7/2024
Question Deadline: 5/22/2024 05:00 PM (MT)
Response Deadline: 6/5/2024 02:00 PM (MT)
Notes:

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment.

Event	Date and/or Time
Release	05/07/2024
Non-Mandatory Pre-Proposal Conference (Recommended to attend)	05/14/2024 @ 11:00 A.M. Mountain Standard Time Call In Numbers: (915) 213-4096 - El Paso (833) 664-9267 Phone conference ID: 352 393 425#
Last Day to Submit Questions	05/22/2024 @ 5:00 P.M. Mountain Standard Time
Answers To Questions	05/29/2024 by 5:00 P.M.
Bid Due Date	06/05/2024 @ 2:00 P.M.
Bid Reading	06/05/2024 @ 2:30 P.M. Due to COVID-19 restrictions , The City of El Paso, Texas will be broadcasting Bid Openings Live at https://www.elpasotexas.gov/purchasing/
Evaluation	06/25/2024
Contract Award Date (approx.)	8/13/2024

Mail To or Hand Deliver To:

City of El Paso Purchasing & Strategic Sourcing Department
300 N. Campbell, 1st Floor El Paso, TX 79901-1153

Ship To Information

Contact: Miguel A. Montiel
Address: Internal Audit
City 2
218 N Campbell St.
El Paso, TX 79901
Phone: 1 (915) 212-1367
Email: MontielMA@elpasotexas.gov

Billing Information

Contact: Miguel A. Montiel
Address: Internal Audit
City 2
218 N Campbell St.
El Paso, TX 79901
Phone: 1 (915) 212-1367
Email: MontielMA@elpasotexas.gov

Bid Attachments

Factor B - Experience - Comparable Contract Form #1.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

Factor B - Experience - Comparable Contract Form #2.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

Factor B - Experience - Comparable Contract Form #3.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

Factor B - Experience - Comparable Contract Form #4.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

Factor B - Experience - Comparable Contract Form #5.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

Amendment Acknowledgement (For Paper Bids Only).pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

Certification Regarding Boycotting of Energy Company.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

Certification Regarding Discrimination Against Firearm & Ammunition Industries.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

Certification Regarding Terrorist Organizations & Boycotting of Israel.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

CIQ Form.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

Form 1295 Instructions and Example.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

Indebtedness Affidavit.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

Non Collusion and Business Disclosure Affidavit.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

Subcontractors Form.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

W-9.pdf

[Download](#)

Download PDF file, Open File, fill out required fields, save to your computer and upload to the "Response Attachments" tab

Requested Attachments

Upload Factor B - Experience – Comparable Contract - Form #1

(Attachment required)

Failure to furnish required documentation with the bid may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Upload Factor B - Experience – Comparable Contract - Form #2

(Attachment required)

Failure to furnish required documentation with the bid may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Upload Factor B - Experience – Comparable Contract - Form #3

(Attachment required)

Failure to furnish required documentation with the bid may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Upload Factor B - Experience – Comparable Contract - Form #4

(Attachment required)

Failure to furnish required documentation with the bid may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Upload Factor B - Experience – Comparable Contract - Form #5

(Attachment required)

Failure to furnish required documentation with the bid may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

CIQ Form - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Certification Regarding Boycotting of Energy Company - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Certification Regarding Discrimination Against Firearm & Ammunition Industries - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Certification Regarding Terrorist Organizations & Boycotting of Israel - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Completed Form 1295 - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Disclosures - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Financial Responsibility Document - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Indebtedness Affidavit - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Non-Collusion and Business Disclosure Affidavit - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Upload Disclosure of Campaign Contributions and Donations

(Attachment required)

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.

W-9 - Upload Completed Document

(Attachment required)

Failure to furnish required documentation with the proposal may result in the proposal being deemed incomplete and non-responsive, resulting in rejection.

Bid Attributes

1 City of El Paso Mission, Vision and Values

MISSION

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

VISION

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

VALUES

Integrity

Respect

Excellence

Accountability

People

2 Organizational Profile

The City of El Paso was incorporated in 1873, and spans over 255 square miles. Located at the confluence of two countries, the United States and Mexico; and three states, Texas, Chihuahua and New Mexico, the City of El Paso serves just under 700,000 residents. The City of El Paso is the 22nd largest city in the United States and the 6th largest city in Texas.

As part of the largest binational metroplex in the Western Hemisphere, the City of El Paso serves as the epicenter to a global, cultural and economic population of 2.5 million people. Among the fastest growing metropolitan areas in the nation, the City engages in systemic processes, empowering effective planning and increasing efficiency in order to be ready to respond to emerging changes.

The City of El Paso has faced three unprecedented events that have required action, resolve and resilience. El Paso Strong is the mantra that expresses the community's shared focus to mobilize and take care of one another when facing: the humanitarian crisis created by the surge of asylum seekers crossing the border from Mexico into the US; the aftermath of the August 3, 2019, mass shooting tragedy; and the continuing response and recovery needs required during the ongoing COVID-19 pandemic. The City's organizational culture embodies the relentless spirit of the El Paso Strong mantra through a proactive commitment to providing a supportive workforce environment, empowering the organization to take care of the community through continuous improvement of service delivery, supporting a high quality of life and place for the community.

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

Strategic Plan Subsection 6.8: Support transparent and inclusive government

4 Expiration Notice

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this bid is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of proposals. All proposals shall expire on the 120th day after the proposals are open unless the City of El Paso requests an extension of the proposals in writing and the offeror agrees to extend in writing.

☐ I confirm that I have read, understand and agree

(Required: Check if applicable)

5 Solicitation Purpose

The City of El Paso is soliciting Proposals for Franchise Fee Audit, primarily for the Internal Audit Department. The City shall order all of its services from one successful offeror from time to time as needed. Only personnel from Internal Audit Department are authorized to directly place orders against this Contract. Personnel from other City departments may only utilize this contract with express written authorization from Internal Audit Department and only if the additional usage is within reasonableness given the total awarded amount of the Contract.

6 Public Disclosure of Proposal Information

Offerors are cautioned that once a proposal is opened, all information contained therein will be available to the public unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records. The exception that allows the City to protect information that, if released, would give advantage to a competitor or offeror does not apply after the procurement process is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" at the top right corner using minimum of 14+ font size and the basis of your claim of confidentiality has to be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a proposal should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev.6/26/2023]

IMPORTANT NOTICE

Note: Any changes in due date or material changes for any solicitation will be posted on <https://elpasotexas.ionwave.net/CurrentSourcingEvents.aspx>

It is the offeror's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their proposal. For paper submissions, please refer to Ionwave system <https://elpasotexas.ionwave.net/Login.aspx> to ensure you have viewed and received all amendments prior to submitting your formal proposal.

Recommendation(s) for formal awards shall be posted on the City's website the Thursday afternoons prior to the Tuesday City Council and/or Mass Transit meetings wherein the recommendation shall be presented. Offerors are responsible for monitoring the City's website for postings and awards.

☐ I confirm that I have read, understand and agree
(Required: Check if applicable)

7 Title 2, Chapter 2.92, Section 2.92.080 Disclosure of Campaign Contributions and Donations

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.**

[Click here to view Ordinance No. 019581](#)

[Click here to download the Disclosure of Campaign Contributions and Donations form](#)

Complete and upload to "Response Attachments" tab

☐ I have read, downloaded and completed form
(Required: Check if applicable)

8 Wage Theft

The City of El Paso Code – Chapter 3.46

3.46.010 Definition

1. Wage Theft Adjudication occurs when:

- (1) Employer is criminally convicted as an employer pursuant to Section 61.019 of the Texas Labor Code for failure to pay wages; or
- (2) Injunctive relief is granted in district court under Section 61.020 of the Texas Labor Code against the employer for repeated failures to pay wages as required by Chapter 61 of the Texas Labor Code; or
- (3) A wage payment determination order becomes final under Section 61.055 or Section 61.060 of the Texas Labor Code; or
- (4) The Texas Workforce Commission assesses an administrative penalty under Section 61.053 of the Texas Labor Code against the employer for acting in bad faith in not paying wages as required by Chapter 61 of the Texas Labor Code; or
- (5) Employer is convicted for Theft of Service under Section 31.04 of the Texas Penal Code; or

(6) Court of competent jurisdiction finds that an employer engaged in wage theft.

2. Employee and employer have the meanings by Texas Labor Code, Section 61.001.

3. Wages means compensation owed by an employer for labor or services rendered by an employee, whether computed on a time, task piece, commission or other basis.

4. Wage Enforcement Coordinator shall mean the person designated by the City Manager to receive and investigate claims of wage theft and to create, maintain a Wage Theft database.

5. Wage Theft Complaint means a written complaint filed with the Wage Theft Coordinator alleging any instance of wage theft by an employer.

Section 3.46.020 Wage Theft Coordinator

A. Appointment. The City Manager shall designate a Wage Theft Coordinator to perform the duties identified in this Section.

B. Duties. The Wage Theft Coordinator shall:

1. Wage Theft Adjudication Database- the Wage Theft Coordinator shall create and maintain a database of employers located or operating within the City of El Paso who have a Wage Theft Adjudication record. The Wage Theft Database will be created on a "complaint basis" and populated with information provided by third parties. The Wage Theft Coordinator shall be under no obligation to investigate wage theft or to prosecute complaints.

2. Substantiate whether a proposed party to a City Contract has a Wage Theft Adjudication record or part of the Wage Theft Adjudication Database.

3. Receive, review, and process wage theft complaint according to the process established in Section 3.46.040.

4. Coordinate with the Purchasing Director to ensure that the notice of the City's Wage Theft ordinance is included in all the City's bid documents.

5. Provide and present an annual report to City Council regarding the number of employers in the Wage Theft Adjudication Database and an update on the status of the enforcement of the City's Wage Theft ordinance.

Section 3.46.030 Wage Theft Adjudication Database

A. Inclusion in Database. No employer shall be included in the database until the Wage Theft Coordinator has:

1. Confirmed that an employer has a Wage Theft Adjudication record;

2. Provided written notice at the address provided by the complainant, or on the documents evidencing the wage theft adjudication of the inclusion of the employer in the Wage Theft Adjudication Database.

3. Allowed the employer thirty (30) days from the date of the notice to protest the employer's inclusion in such database and provide the Wage Theft Coordinator evidence that the employer should not be included in the Wage Theft Adjudication Database. In the case of a wage theft judgment, the Wage Theft Coordinator shall not include the employer in the Database upon proof of full payment of outstanding wage theft adjudication judgment.

B. Identity of Employer. An employer operating as a business entity shall be listed by its corporate name, address and type of business organization. If the employer is an individual, the person's name, business address, type of business or occupation shall be included.

C. Removal from Database. An employer shall be removed from the database if:

1. A Wage Theft Adjudication has been annulled, withdrawn, overturned, rescinded or abrogated, and such fact has been confirmed by the Wage Theft Coordinator; or

2. Employer provides proof of full payment of an outstanding wage theft adjudication judgment; or

3. Five (5) years or more has elapsed since the date of the employer's most recent Wage Theft Adjudication.

Section 3.46.040 Wage Theft Complaints Procedure

A. Non- City Contracts. If no City contract is involved, the Wage Theft Coordinator shall assist persons with wage theft complaints by referring the complaint to the Texas Workforce Commission.

B. City Contracts.

1. **Filing a Complaint.** A person employed in connection with a city contract who has a good faith belief that he is the victim of wage theft may file a wage theft complaint with the Wage Theft Coordinator in writing. The complaint shall contain fact including but not limited to: identity of the employer, date(s) on or during which the wages were earned and were due to be paid, the amount of the wages alleged to have been withheld or unpaid.

2. **Notification and Resolution of the Complaint.** The Wage Theft Coordinator shall notify the employer of the receipt of the wage theft complaint. Employer shall attempt to resolve the alleged issue with the affected employee by written agreement within thirty (30) days from the receipt of the City notification. Employer shall notify the Wage Theft Coordinator if the issue was resolved between the Employer and the affected employee.

3. Texas Workforce Commissions.

(a) If no resolution is achieved, the complainant shall be referred to the Texas Workforce Commission ("Commission").

(b) The Wage Theft Coordinator shall seek to determine status of the complaint at the commission. The Wage Theft Coordinator shall place Employer in the Wage Theft Adjudication Database if it appears that the Commission has made a finding that wage theft occurred.

Section 3.46.050 Retaliation Prohibited

A. No City Contractor shall retaliate against any person who has filed a wage theft complaint pursuant to this Chapter. Retaliation means action to discharge from employment, discipline, or otherwise punish an employee for filing a wage theft complaint in good faith.

B. If the Wage Theft Coordinator determines that retaliation has occurred, the Wage Theft Coordinator shall refer the matter to the City Attorney for appropriate action.

Section 3.46.060. Sanctions And Penalties- City Contracts

A. Existing City Agreement.

1. In the event the City becomes aware of the fact an Employer acting under a contract which was awarded prior to the effective date of this Ordinance has been adjudicated for wage theft, the City may terminate the contract.

2. Prior to terminating the contract the City will provide Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

3. The award of future City contracts after termination of an existing contract due to an Employer's wage theft adjudication shall be managed as a New City Agreement in this section.

B. New City Agreement.

1. In the event the City becomes aware an Employer with a wage theft adjudication record has submitted a bid or proposal for City work prior to the award of a contract, the City shall deem the Employer non-responsible and refuse to enter into a City Agreement with such Employer for a period of five (5) years after the date of final adjudication.

2. Prior to deeming the Employer as non-responsible, the City will provide the Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

9 Cooperative Purchasing

This contract may be utilized for purchases by other local government entities under an interlocal cooperation agreement, Texas Government Code Chapter 791. Any contract award by the City of El Paso on behalf of another local government entity shall be contingent upon the issuance of a purchase order or execution of a separate contract by the other local government entity. The Contractor must deal directly with the local government entity concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms and conditions that the other local government entity may require. The actual utilization of this contract award by the other local government entity is at the sole discretion of that other local government entity.

The City of El Paso is acting on the behalf of other local government entities for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by any bidder with regard to any purchase by another local government entity. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

Cost Preparation

This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting a proposal or to contract for the services specified. This solicitation is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

Cone of Silence

Cone of Silence/Anti Lobbying Policy

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a City contract.

During the period of in which the City has issued a solicitation, including a competitive bid, request for proposal (RFP), request for qualifications (RFQ), highest qualified bid (best value), competitive sealed proposals, design-build, public-private partnership, any other type of solicitation required by law, or the giving of a notice of a proposed project, which shall begin on the day that is advertised and end on the date that the notice of the award has been posted by the City Clerk for placement on the agenda, no person or registrant shall engage in any lobbying activities with City officials and employees.

For an unsolicited or competing proposal for a public-private partnership, the period in which no person or registrant shall engage in any lobbying activities with City officials and employees shall begin on the date that the City receives a notice of intent to submit an unsolicited proposal and end on the date the notice of award has been posted by the City clerk for placement on the agenda.

If contact is required with City employees, such contact will be done in accordance with procedures incorporated into the solicitation document and the City's contracting policies. Any person or entity that violates this provision may be disqualified in accordance with Section 2.94.130 of this chapter. Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the City council from entering into any contract with the City for a period not to exceed three years.

The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:

1. City Staff and City Consultants, including any employee of the City of El Paso, any person retained by the City of El Paso as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
2. City Officials, including the Mayor, Council Representatives and their respective staff.
3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

The Cone of Silence/Anti Lobbying Policy does not apply to:

1. Questions of Process and Procedure, including oral communications with the Purchasing Director or Bid Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.
2. Pre-Proposal/Pre-Bid Conferences, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.
3. Written Communications, to the Purchasing Analyst/Agent identified in the solicitation.

1
2

Requests for Clarifications

In order to meet the City's schedule for awarding this requirement it is extremely important that requests for clarification or additional information, or requests for a change in the specifications, be submitted in the online bidding system no later than the date indicated in the Schedule of Events for this solicitation. Questions submitted after this date may not elicit a response.

Offerors shall promptly notify the Purchasing & Strategic Sourcing Department of any ambiguity or inconsistency which they may discover upon examination of a solicitation document. During the proposal process, offeror shall not contact any City staff except those designated in this solicitation or in subsequent documentation. Non-compliance with this provision may result in rejection of the bid involved.

1
3

Contract Term and Contract Officer Information

Initial Term

The successful Offeror(s) shall complete all work hereunder within the terms of the contract. The initial contract period shall be for three (3) years starting as indicated in Award Letter.

Option Terms

The City of El Paso shall have the option to extend the term of the Contract for up to one (1) additional term of two (2) years. The City Manager or designee may extend the option to extend.

Contracting Officer (CO) and Contracting Officer's Representative (COR)

Acceptance of services will be the responsibility of the Contracting Officer (CO), who also serves as City of Paso Purchasing Director, or designee. The Contracting Officer is responsible for final approval and acceptance of all services rendered. Upon contract execution, the Contracting Officer will delegate a Contracting Officer's Representative (COR) and Department Contracts Administrator(s) (DCAs) to assist with the administration of the resultant Contract.

1
4

Scope of Work and Minimum Requirements

The Offeror shall be responsible for the completion of all work set out in the Contract and task orders. All work is subject to inspection, evaluation, and acceptance by City of El Paso. City of El Paso may employ all reasonable means including but not limited to progress reports, progress meeting, etc., to ensure that the work is progressing and being performed in compliance with the Contract.

A. Scope of Work

All interested respondents must demonstrate the proven ability to provide a comprehensive description of the proposed establishment's capabilities and strategies for conducting requested audit Agreed-Upon Procedures. The City of El Paso intends to enter into a formal agreement with a firm that proves to be the most qualified and has adequate experience in this type of service. The City of El Paso reserves the right to accept or reject any and all qualifications if it is in the best interest of the City.

The objectives as noted in the agreed upon procedures section are requested by the City of El Paso and shall be agreed upon and included in the proposals. These objectives, methods and logistics shall be reviewed by the City's Chief Internal Auditor.

B. Agreed Upon Procedures:

1. Compare the franchisees payments, exclusions, and other computations related to the franchise agreement, or relevant state law.
2. Compare the actual payments made to the city for timeliness and accuracy.
3. Review findings with Franchisees and obtain the franchisee's position on the findings.
4. Report and present the results, potential monies due, and any penalties and interest.
5. Provide supporting documents to assist the city to collect underpaid franchise fees.

The scope of services shall include, but not necessarily be limited to the following:

Objectives and Expectations

1. Determine terms of the existing agreements under which businesses within the City operate.
2. Perform audit services of records, for those businesses to determine if businesses operating within the City are reporting and remitting to the City of El Paso in accordance with the existing franchise agreements.

Deliverables

Provide a comprehensive report that analyzes the City's franchise fees.

1. Ordinance, return and administration review as well as recommend improvements for Franchisee compliance and revenue generation and administration.
2. Analysis & compliance review services
 - a) Obtain and analyze information.
 - b) Conduct unobtrusive collection of information on each Franchisee.
 - c) Perform discovery services designed to identify and locate Franchisees requiring additional investigation or examination to determine compliance.
3. Field Audit Services
 - a) Provide City with detailed information and resources for draft engagement announcement letters and other correspondence necessary between the City and the Franchisee throughout the audit.
 - b) Perform on-site examination of records
 - c) Verify accuracy of data submitted with all relevant financial information necessary to complete the audit
 - d) Coordinate with City as necessary to review findings and recommendations
4. Comprehensive Reporting
 - a) Review and recommendation reporting
 - b) Audit findings reporting by Franchisee
 - c) Annual trend and revenue analysis reporting
 - d) Reporting of other relevant information with regard to ordinance compliance and related matters
5. Other services as deemed necessary
6. Must be licensed in the State of Texas to perform auditing services.

Reasonable Travel Expenses

If applicable, Consultant may charge the City for actual travel expenses (at Consultant's cost) in accordance with City travel expenses policy, if receipts and other documentation are provided with invoices. No costs for travel, meals, or accommodations shall be incurred or charged to the City, unless prior approval is obtained from the City's authorized representative. Expenses shall not include any postage, telephone toll charges, basic office supplies, or other charges incurred in the normal course of business.

C. Reports to be Issued

Following the completion of the Agreed Upon Procedures, the agency will issue a report addressed to the City-Office of the Chief Internal Auditor as required by the agency's professional standards. All records are subject to public record.

D. Working Paper Access

1. A copy of any or all working papers will be provided to the City of El Paso, Texas – Office of the Chief Internal Auditor upon request. Any requests from outside parties will be routed through the City of El Paso-Office of the Chief Internal Auditor and working papers may not be disclosed unless so approved by the City of El Paso- Office of the Chief Internal Auditor. In addition, the agency shall be in compliance with current auditing standards, respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. Depending on circumstance, a copy of any or all working papers may also be routed through the City Attorney's Office.
2. All expense records of the Consultant will be kept on a recognized accounting basis acceptable to the City and will be available to the City at mutually convenient times (applies only if the Consultant is to be reimbursed for any expenses).

3. The City, its auditors, and Federal and State agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.
4. All documents prepared by the Consultant in connection with this Agreement will become the property of the City whether any project related to this Agreement is executed or not.
5. The Consultant will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the City, for a period of three years, except that in the event the Consultant goes out of business during that period, it will turn over to the City all of its records relating to the Project for retention by the City.

In addition to the previous information described, the selected agency shall consider the following, based on their assessment, to further satisfy the requirements of the Services Overview and needs of the Office of the Chief Internal Auditor. In general, the selected agency shall submit to the City a brief description of the agency, how it is organized, and how its resources will be utilized on behalf of the City. Additionally, the overview should include how the agency will approach the aforementioned services that the agency may provide as the agency of the City.

The overview should also include but not be limited to:

1. The agency's overall audit approach to the engagement, including the use of any outside entities upon whose work will be relied upon to complete the engagement;
2. The percentage, if any, of the use of any outside entities upon whose work will be relied upon to complete the engagement;
3. The availability of sources of information to assist the City in determining specific accounting and reporting issues that may arise during the engagement.
4. The level and types of insurance carried, including the deductible amount, to cover errors and omissions, improper judgments, or negligence.

1
5

Exceptions to Scope of Work

(Optional: Maximum 1000 characters allowed)

1
6

Payment Terms and Conditions

NOTE: All vendors must accept an ACH payment effective immediately. If awarded a contract or order, an approved account is needed to complete contract execution and process future payments. A secure link to our PaymentWorks system will be provided to the point of contract in the bid submission.

Advance Payments

All contract payments shall be made in accordance with the Contract's invoice payment terms. The City of El Paso will make no advance payments for the goods and/or services that are subject of this bid unless otherwise noted in the Form of Contract. Invoices may be submitted on no more than a monthly basis. Invoices submitted for services rendered shall be forwarded to the address indicated on the "Bill to Information" located on the "Event Details" tab .

Prompt Payment

Payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Payments will be considered to have been made on the date electronic funds are transferred.

Federal Excise Tax

the City is entitled to a deduction for federal excise tax if it is included on the manufacturer's published price list for applicable items, and contractor must invoice accordingly. A federal tax exemption certification will be provided by the City, upon request.

Late Payment fees will incur at the State of Texas statutory rate.

1
7

Evaluation Information

The City will award the contract to the offeror that submits a proposal which represents the "best value" to the City. The best value shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein. The City considers 70 as a passing score. Scores below a 70 will not be considered for award.

The award shall be based upon the evaluation criteria and process delineated herein.

- a. Evaluation Committee: All properly submitted proposals will be reviewed by an Evaluation Committee.
- b. Weighted Evaluation Criteria: The following weighted criteria will be considered to determine which proposal offers the "best value" to the City.
- c. Offeror must fill out the appropriate forms delineated within the solicitation.

Any award made under this solicitation shall be made to the Offeror who provides goods or services, other than professional services as defined by Section 2254.002 of the Government Code, that are determined to be the most advantageous to the City. Factors to be considered in determining the proposal most advantageous to the City are included in the Evaluation Factors Attribute.

Evaluation and Award Process

1. An Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors included in this solicitation . Factors not specified in the solicitation will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the offers received. Proposals will be evaluated on an individual basis against the requirements stated in the solicitation.
2. All proposals are subject to the terms and conditions of this solicitation. Material exceptions to scope of work or specification or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.
3. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this solicitation will result in disqualification? of an offeror's proposal.
4. Award of a contract for professional services will be made on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. Detailed evaluation of the responses to this solicitation will involve a determination of the most favorable combination of various elements contained in this solicitation.
5. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.
6. All responses meeting the minimum specifications of the scope of work will be ranked based on the evaluation criteria listed. After initial evaluations, the Evaluation Committee will determine a ranking.
7. At the completion of the evaluation period, the City will enter into negotiations with the highest ranked offeror. As part of the requirement to establish the responsibility of the Offeror, the City of El Paso may perform a price analysis to determine the reasonableness of the price(s) of the highest ranked Offeror's professional services. Prices that that appear to be unreasonably low may be determined to be evidence that pricing is not fair and reasonable and cause the proposal to be rejected and/or if the City cannot come to an agreement with that offeror it will formally end negotiations with that offeror and begin negotiations with the next highest ranked offeror.
8. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with the highest ranked offeror.
9. Proposals to this solicitation that are considered non-responsive will not receive consideration and will not be evaluated. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any offeror at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
10. The successful Offeror's proposal to this solicitation will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.
11. The City reserves the right to award this contract to one Offeror or to make multiple awards. The City may reject any or all proposals if such action is in the City's interest, award, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.

Evaluation Factors

The evaluation process is designed to award the contract to the most qualified offeror based upon the evaluation factors specifically established for this solicitation. **Offerors must provide all information outlined in the Evaluation Factors to be considered responsive.** Proposal will be evaluated based on the responsiveness of the offeror's information to the Evaluation Factors which will demonstrate the offerors understanding of the Evaluation Factors and capacity to perform the required services of this solicitation. Proposals considered non-responsive will not be evaluated.

EVALUATION FACTORS	MAXIMUM POINTS
A. General Overview of Agency and Services	15 Points
B. Experience – Comparable Contracts	30 Points
C. References	10 Points

D. Capacity and Capability of Agency's Resources	30 Points
E. Number of Hours Dedicated to Engagement	15 Points
Total	100 Points

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City of El Paso ("the City"). The City reserves the right to determine the suitability of offers on the basis of all the factors included in this solicitation.

Factor A – General Overview of Agency and Services15 Points

Offeror must specify in detail the terms the agency's understanding of the services to be provided and the approach as presented in this RFQ.

Factor B – Experience – Comparable Contracts30 Points

Offeror to provide five (5) contracts comparable in scope within the past five (5) years and to have performed at least for one year within the referenced contracts prior to bid opening. Contract will be considered comparable in scope if they include the following elements: Franchise Fee compliance review and recovery services provided or are being provided, specify in detail actual experience in State or Local government and professional auditing services.

- Offeror must provide a summary in detail any other demonstrated experiences related to the work described in this RFQ; in particular, experiences related to the work described;
- Offeror must provide in detail the experience, responsiveness, a high level of customer service, documented results in tax compliance review and recovery services and the individuals assigned to the engagement;
- Provide an actual recovery amount for each client site to include the year(s) services were performed;
- Identification of the individual in charge of day-to-day management and the percentage of time committed for each individual on the engagement.

Offeror is required to use the Experience – Comparable Contract Form for this factor. See Attachment Downloads Tab. Contracts not comparable in scope will not be evaluated.

Note: The maximum points for each contract will be determined by dividing the points allocated to this factor by 5 (i.e. 30 total points ÷ 5 = 6 points per contract).

Factor C – References10 Points

Offeror shall provide references for five (5) contracts listed for Factor B.

A contract deemed non-comparable under Factor B shall not be considered as a viable reference under Factor C and shall not be scored.

Note: The maximum points for each reference will be determined by dividing the points allocated to this factor by 5 (i.e. 10 total points ÷ 5 = 2 points per reference).

Comparable Contracts and Reference Check Notice

The offeror is responsible for ensuring the accuracy of the comparable contracts and the contact information for the references provided. The City shall not contact the offeror for replacement contracts, references and/or contact information if said e-mail addresses or telephone numbers are not valid or connected.

In addition to the above, the offeror is encouraged to inform said references that they shall initially be contacted via e-mail at the e-mail address provided herein. If a response to the e-mail is not provided within the designated time frame, the City will attempt to contact the reference by telephone at the number provided. If the reference does not respond after two attempts via telephone the offeror shall receive zero points for said reference.

Factor D – Capacity and Capability of Agency's Resources.....30 Points

The offeror must specify in detail the capacity and capability to perform auditing services and deliverables utilizing its qualified resources. These resources should include core staff assigned to engagement. Resumes should reflect demonstrated references and history of performance for position assigned to the City of El Paso.

Factor E – Number of Hours Dedicated to Engagement.....15 Points

The offeror shall specify the agency's organization and how the organization anticipates to identify in detail the best methodology to meet the specifications and to include the hours dedicated to perform auditing services as noted within this RFQ.

MAXIMUM TOTAL POSSIBLE POINTS.....100 Points

Responsibility Determination

Offeror will be deemed non-responsible if financial information is not submitted with the proposal. The financial information referenced in section A is **required** at the time of submission.

The responsibility determination includes consideration of a Offeror's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any offer.

A. Financial Capacity Determination –

Financial Information

Financial Statements. Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:
If a **publicly** held organization:

- (1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- (2) Any Form 8K's filed subsequent to last Form 10K or
- (3) A letter of credit directly from the offeror's financial institution equal to the value of the project.

If a **privately** held organization:

- (1) Balance sheet for your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant.
- (2) Statement of income of your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant or
- (3) A letter of credit directly from the offeror's financial institution equal to the value of the project.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

Evidence of Financial Responsibility

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the offeror's ability to comply with all of the requirements in the solicitation.

Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the City may require offerors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the offeror by Dun & Bradstreet shall be submitted, not later than 14 calendar days after request by the City. The offeror shall be responsible for the cost of Dun & Bradstreet's preparation of the report.

B. Technical Capacity Determination

The City may conduct a survey relating to the offeror's record of performance on past and present projects that are similar to the scope of work identified in this solicitation, which may include services/projects not identified by the offeror. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any offer. Such research may include, but not necessarily be limited to, discussions with outside offeror's, interviews and site visits with the offeror's existing clients and analysis of industry reports. The City will make a finding of the offeror's Technical Resources/Ability to perform the offeror's scope of work based upon the results of the survey.

An offeror will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the offeror is capable of undertaking and completing the scope of work in a satisfactory manner.

☐ I have uploaded my financial documents
(Required: Check if applicable)

2
1

Disclosures

Offeror to disclose and describe any prior or pending litigation, acquisitions/mergers, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years for those applicable items.

☐ I have uploaded my disclosures

(Required: Check if applicable)

2
2

Contract Clauses

Contract Clauses (Terms & Conditions)

1. TERM OF CONTRACT

Under which the City shall order all of its supplies and/or services described in specifications from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months or until a new contract is awarded.

The term of this agreement shall be for thirty-six (36) months commencing on the date the Contractor receives a written Notice of Award. Delivery of the Notice of Award shall be by email.

2. INVOICES & PAYMENTS

A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.

B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.

C. Invoices will reflect the Contract Number and the Purchase Order Number.

D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.

E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.

F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.

G. Payment will not be due until the above instruments are submitted after delivery and acceptance.

H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.

I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04] [Rev. 10-19-18]

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR 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, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. 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 Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. 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. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, 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. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6. WARRANTY-PRICE

A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

8. TERMINATION [Rev. 06/07/97] [1/10/2020]

A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

C. Termination for Failure to Comply with Subchapter J, Chapter 552, Government Code.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the Contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the UNIFORM COMMERCIAL CODE including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Director describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

[section continued]

Contract Clauses

18. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Purchasing Director determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

20. INSURANCE REQUIREMENTS [6/29/2019]

Commercial General Liability:

Written on an occurrence form. (There may be situations where a "claims-made" form may be our only option but it is best we require an occurrence form including all the usual coverage known as:

Premises/operations liability

Products/completed operations

Personal/advertising injury

Contractual liability

Broad-form property damage

Independent contractor liability

Explosion, Collapse and Underground (XCU)

Cyber Liability/Data/Breach/Ransom

Minimum Limits of Liability

\$1,000,000 Bodily Injury/\$1,000,000 Property Damage per occurrence

Commercial General Liability Exclusion Removed/Railroad Protective Liability/Contractual Liability-Railroads

\$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence

Required when a contractor is going to work on or within 50 feet of any "railroad property" Commercial Automobile Liability;

\$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence

Workers' Compensation Statutory Coverage

\$ 500,000 Employers Liability

Professional (Errors & Omissions) Liability (if required)

\$1,000,000 per occurrence

Umbrella or Excess Liability Insurance (if required)

\$5,000,000 per occurrence

The City, its officials, employees, agents and contractors shall be named as additional insureds and contain a "blanket waiver of subrogation" clause in favor of the City.

The contractor/vendor and their subcontractors' insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the contractor/vendor's or contractor/vendor's subcontractor's insurance and shall not contribute to the contractor/vendor's or contractor/vendor's subcontractor's insurance.

Prior to undertaking any work under this contract, the contractor/vendor, at no expense to the City, shall furnish to the City copy of a certificate of insurance with an actual copy of policy and original endorsements affecting coverage for each of the insurance policies provided in this exhibit. Any deductibles or self-insured retentions must be declared to, and approved by the City.

Notices and Certificates required by this clause shall be provided to:

City of El Paso
Purchasing & Strategic Sourcing Department
300 N. Campbell, 1th Floor
El Paso, Texas 79901-1153

Please refer to Bid Number/Contract Number and Title in all correspondence and insurance certificates.

Failure to submit insurance certification may result in contract cancellation.

21. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

Miguel Montiel, CIA, CGAP
Audit Manager
Telephone: (915) 212-1267
Email: MontielMA@elpasotexas.gov

Note any contact with the Contract Administrator prior to award of this contract is a violation of the Cone of Silence (2.3.1 Cone of Silence/Anti Lobbying Policy) and your submission may be subject to disqualification.

Mail correspondence should be addressed to:

City of El Paso
Purchasing & Strategic Sourcing Department
300 N. Campbell, 1th Floor
El Paso, TX 79901-1153
Attn: Paula Salas, Lead Procurement and Contract Analyst

Please refer to Bid Number/Contract Number and Title in all correspondence.

22. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

23. CONTRACTING INFORMATION [1/10/2020]

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

25. CONTRACTOR TO PACKAGE GOODS

The Contractor will package goods according to good commercial practice. Each shipping container will be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order; (c) Container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. The Contractor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.

26. SHIPMENT UNDER RESERVATION PROHIBITED

The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

27. DELIVERY TERMS AND TRANSPORTATION CHARGES

F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City will have the right to designate what method of transportation will be used to ship the goods.

28. TITLE & RISK OF LOSS

The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.

29. RIGHT OF INSPECTION

The City will have the right to inspect the goods at delivery before accepting them.

30. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of his intention to cure and may then make a conforming tender within the contract time but not afterward.

31. PLACE OF DELIVERY

The place of delivery will be that set forth in the solicitation. The terms of this contract are "no arrival, no sale."

32. WARRANTY-PRODUCT

The Contractor will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of the City. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.

33. SAFETY WARRANTY

Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

34. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured according to the specifications attached to this contract will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will the City be liable to the Contractor for indemnification if Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of this contract. If the City does not receive notice and is subsequently held liable for the infringement or the

like, the Contractor will save the City harmless (if the Contractor in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void except that the City will pay the Contractor the reasonable cost of his search as to infringements).

35. TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL [Rev. 4-30-18] [Rev. 10-14-18]

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Purchase Order. For purposes of this Purchase Order, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

36. DISCRIMINATION AGAINST FIREARM & AMMUNITION INDUSTRIES [Rev 2021-09-23]

Vendor certifies and verifies that (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

37. BOYCOTTING OF ENERGY COMPANIES [Rev 2021-09-23]

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in Texas Government Code Chapter 809.

[end of section]

2 4 Instructions to Offerors Submitting Paper Proposals

To download solicitation, click the "Documents" icon located next to "Response History" icon.

1. SIGNATURE OF PROPOSAL BY PERSON AUTHORIZED TO SIGN

All proposals shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the proposal or to include a substitute signed document binding the offeror will be the basis for declaring a proposal non-responsive.

2. REQUIRED NUMBER OF COPIES

Proposals must be submitted in original form with one additional copy.

3. PROPOSAL SUBMISSION INSTRUCTIONS

Proposal must be sealed when presented to the Purchasing & Strategic Sourcing Department. See event details for submission deadlines. Proposals will be publicly opened and read aloud (Offeror's Name, City and State). The City does not provide envelopes or any other office supply for the purpose of submitting Proposals

4. ADDRESSING INSTRUCTIONS

The envelope containing the proposal must be addressed as follows:

City of El Paso

Purchasing & Strategic Sourcing Department

300 N. Campbell, 1st Floor

El Paso, Texas 79901-1153

Attn: Purchasing Director

Also, write the **Solicitation Number, Solicitation Title, and Due Date** clearly on a visible section of the envelope.

5. LABELING OF PROPOSALS [Rev 6/15/05]

The Due Date and Solicitation Number and Name must be written on the outside of the package containing the proposal. The City Purchasing & Strategic Sourcing Department may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their sealed proposal and to fully avail themselves of the evaluation and selection process.

6. OFFEROR DELIVERY RESPONSIBILITY

Proposals received at the Purchasing & Strategic Sourcing Department after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc., deliver packages must be addressed to the Purchasing Director directly to the Purchasing & Strategic Sourcing Department.

U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City 2 and may or may not be delivered by the Mail Room to the Purchasing & Strategic Sourcing Department by the time and place proposals are opened. The offeror accepts all responsibility for delivering its proposal to the address stated above within the specified time or the proposal will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

7. ADDITIONAL INFORMATION

Descriptive literature, where applicable, containing complete specifications or other information sufficient for the City to determine compliance with the specifications must accompany each proposal. Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as part of the proposal become the property of the City of El Paso.

Offerors are asked not to include loose brochures (e.g. general marketing material). **BROCHURE MATERIAL WILL NOT BE CONSIDERED FOR REVIEW.** Only pertinent information should be submitted.

8. ALTERNATE PROPOSALS

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

9. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

All amendments must be acknowledged on the Amendment Acknowledgement Form. Failure to do so may cause the proposal to be rejected. It is the Offeror's responsibility to ensure that their response to a solicitation is incorporating all amendments into said proposal. Amendments may be posted at any time up to and including the due date.

10. PROPOSAL FORMAT AND STRUCTURE

All proposals must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.

1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire proposal, and appendices should not exceed 100 pages but may be required in some instances.
2. All pages must be numbered.
3. Address all evaluation factors described within this solicitation.
4. Major sections must have page breaks between them.
5. The proposal must be signed and titled by a duly authorized representative of the Offeror.
6. Introduction Page – include the following information:
 - a. State in succinct terms the Offeror's understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within the solicitation.
 - b. Clearly label with the solicitation number, title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
 - c. Identify by name and title the individual responsible for the administration of the project. That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.
7. The City will not be responsible for locating or securing information not included with proposal. In conducting its assessment, the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.
8. Response to all factors must demonstrate the offeror's comprehension of the objectives and services being procured. Do not merely duplicate the Scope of Work as presented within this Solicitation

2
5

Notice to Offerors

1. ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal is determined to be the most favorable to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

2. TIME

[Reserved]

3. TIME AND PLACE OF OPENING

Proposals will be opened and read in City Hall, at 2:30 P.M.(MST) on opening day. However, you are cautioned that proposals must be received in the Purchasing & Strategic Sourcing Department no later than 2:00 PM (MST).

4. RECIPROCAL PREFERENCE

Domestic Preferences

The City reserves the right to grant a preference to cooperative agreement programs, City contracts and Purchase Orders that are funded through federal awards and grants:

(a) As appropriate and to the extent consistent with law, the City may, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel,

cement, and other manufactured products).

(b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

State Reciprocal Preference

The City reserves the right to grant an offeror with its principal place of business in the State of Texas (Resident Offeror) a preference on a contract against the proposal of any offeror from another state which enforce or has a preference for its resident offeror. The amount of the preference to the resident offeror shall be equal to the preference in the other state. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

Municipality Reciprocal Preference

The City reserves the right to grant a offeror with its principal place of business within the City limits of El Paso, Texas (Local Offeror) a preference on a contract against the proposal of any offeror from another City within the State of Texas which enforce or has a preference for its local offerors. The amount of the preference to the local offeror shall be equal to the preference in the other City. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

5. EVALUATION RESULTS

Any questions concerning evaluation results should be directed to the Purchasing & Strategic Sourcing Representative.

6. REQUEST FOR QUALIFICATIONS TABULATIONS

The Request for Qualification tabulation will be available at <https://elpasotexas purchasingtest.ionwave.net/CurrentSourcingEvents.aspx>.

No results will be given over the phone.

7. DEBRIEFING REQUESTS

A written request for a debriefing should be directed to the Purchasing & Strategic Sourcing Representative identified in this solicitation within five (5) days after the date of award. Debriefing requests will be scheduled with the designated City staff and Purchasing & Strategic Sourcing Representative.

8. PROTEST/DISPUTE PROCEDURE

Only an offeror who has actually submitted a proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights.

Protest must be made after the City Council agenda has been posted and by 5:00 p.m. the day before the City Council meeting in which the award will be made. The offeror must write a letter to the Purchasing Director using the phrase "Bid Protest" to City Hall – 300 N. Campbell, El Paso, TX 79901 – attention to the Purchasing & Strategic Sourcing Department. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the bid number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Bidder has identified pursuant to item (2)

of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

26 Title VI requirement

Title VI Contract Provisions

Subrecipients of federal financial assistance must ensure that the clauses of Appendix A of the U.S. DOT Standard Title VI Assurances are inserted in every contract subject to the Act and the Regulations and that Form FHWA-1273 be physically attached to all federal-aid construction contracts of \$10,000 or more.

NOTE TO CONTRACTORS:

FORM 1273 and Appendix A (attached) must be inserted in all subcontractor contracts.

The successful bidder will be required to provide a copy of each of its subcontractors (all tiers) to verify that the above mentioned provisions are included

27 Appendix A

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

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

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

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

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

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

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

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of El Paso may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of El Paso to enter into such litigation to protect the interests of the City of El Paso, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

28 Form FHWA-1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination

- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels: ATTACHMENTS
- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the

provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR

230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non- responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non- minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The

contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

[section continued]

2
9

Form FHWA-1273

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the

U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish

(a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or

authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph

(1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

[section continued]

3 Form FHWA-1273

0

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this

clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract,

provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

[end of section]

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

EXHIBIT B
AVENU INSIGHTS AND ANALYTICS, LLC
PROPOSAL

EXHIBIT C
FEE PROPOSAL



A V E N U
INSIGHTS & ANALYTICS

CITY OF EL PASO, TX

REQUEST FOR PROPOSALS FOR

FRANCHISE FEE AUDIT SERVICES


2024-0261R

BEST AND FINAL OFFER (NEGOTIATION)

August 12, 2024

Submitted By:

Avenu Insights & Analytics, LLC
5860 Trinity Parkway, Suite 120
Centreville, VA 20120
Attn: Matthew Strand, CSM

(952) 261-9505 

Proposals@avenuinsights.com 

www.avenuinsights.com 

August 12, 2024

City of El Paso
Attn: Paula Salas
300 N. Campbell St.
El Paso, TX 79901

RE: Best and Final Offer for Franchise Fee Audit Services

Dear Paula:

Avenu Insights and Analytics, LLC ("Avenu") is pleased to provide this Best and Final Offer to the City of El Paso ("City") for Franchise Fee Auditing Services, RFP 2024-0261R. As experts in Franchise Fee Auditing services, and as the current provider of these services, we are truly excited about the opportunity of continuing our fruitful partnership with the City

Our proposed Best and Final Offer Fee Proposal is on the following page. Should the City have any questions, please feel free to contact, Matthew Strand, El Paso's Client Success Manager at (952) 261-9505, or by E-Mail at Matthew.Strand@avenuinsights.com

On behalf of Avenu, I welcome the opportunity to continue our partnership with the City and I represent that the information contained in this proposal is true and correct, and we can fulfil the commitments contained in this proposal. As Chief Executive Officer, I am authorized to commit Avenu to a contract and represent the firm in all oral presentations and negotiations. This offer will remain valid for 120 days from the due date of this proposal.

Sincerely,



Paul Colangelo
Chief Executive Officer
Avenu Insights & Analytics, LLC
E-mail: proposals@avenuinsights.com

NEGOTIATIONS
FEE PROPOSAL

Term: Initial term of 3 years with two, one-year options to extend for a total of 5 years.

Initial Term	Proposal Cost
Year 1 – Contingency Fee	28 %
Hourly Rate per audit	\$ 150
Year 2 – Contingency Fee	28 %
Hourly Rate per audit	\$ 155
Year 3 – Contingency Fee	28 %
Hourly Rate per audit	\$ 160

Option to Extend	Proposal Cost
Year 4 – Contingency Fee	28 %
Hourly Rate per audit	\$ 165
Year 5 – Contingency Fee	28 %
Hourly Rate per audit	\$ 170

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 James Barkman

Business Name Avenu Insights & Analytics, LLC

Agenda Item Type 2024-0261R Franchise Fee Audit

Relevant Department Internal Audit

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

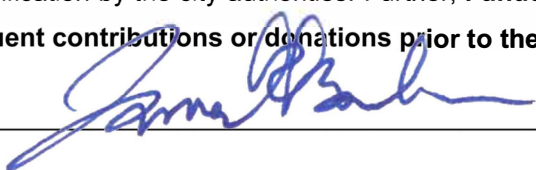


I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	N/A	
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: _____

06/04/24



Legislation Text

File #: 24-1216, 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

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 award of Solicitation 2024-0316 Tree and Stump Removal to EGL Construction, Inc for an initial term of three (3) year(s) for an estimated amount of \$259,500.00. The award also includes a two (2) year option for an estimated amount of \$173,000.00. The total contract time is for five (5) years for a total estimated amount of \$432,500.00. This contract will allow for the removal of trees and stumps near private property, utility lines and other City locations as directed.

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$33,500.00 for the initial term, which represents a 7.19% or 33,500.00 due to a decrease in unit price per tree.

Department:	Streets and Maintenance
Award to:	EGL Construction, Inc
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$86,500.00
Initial Term Estimated Award:	\$259,500.00
Option Term Estimated Award:	\$173,000.00
Total Estimated Award	\$432,500.00
Account(s)	451-1000-51295-531130- P5120
Funding Source(s):	General Fund
District(s):	All

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to EGL Construction, Inc the lowest responsive and responsible bidder

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

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

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

AGENDA DATE: September 10, 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:

The award of solicitation 2024-0316 Tree and Stump Removal to EGL Construction, Inc for an initial term of three (3) year(s) for an estimated amount of \$259,500.00. The award also includes a two (2) year option for an estimated amount of \$173,000.00. The total contract time is for five (5) years for a total estimated amount of \$432,500.00.

BACKGROUND / DISCUSSION:

This contract will allow for the removal of trees and stumps near private property, utility lines and other City locations as directed.

SELECTION SUMMARY:

Solicitation was advertised on May 21, 2024 and May 28, 2024. The solicitation was posted on City website on May 21, 2024. There were a total eighteen (18) viewers online; four (4) bids were received; All being from local suppliers.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: A decrease of \$33,500.00 for the initial term, which represents a decrease of -7.19% or \$33,500.00 due to decrease in unit price per tree.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: 432,500.00

Funding Source: General Fund

Account: 451-1000-51295-531130- P 5120

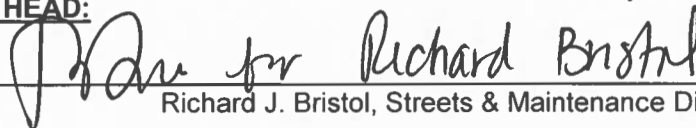
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Richard J. Bristol, Streets & Maintenance Director

Project Form
Low Bid

*****Posting Language Below*****

Please place the following item on the Consent Agenda for the (City Council of September 10, 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 award of solicitation 2024-0316 Tree and Stump Removal to EGL Construction, Inc for an initial term of three (3) year(s) for an estimated amount of \$259,500.00. The award also includes a two (2) year option for an estimated amount of \$173,000.00. The total contract time is for five (5) years for a total estimated amount of \$432,500.00. This contract will allow for the removal of trees and stumps near private property, utility lines and other City locations as directed.

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$33,500.00 for the initial term, which represents a 7.19% or 33,500.00 due to a decrease in unit price per tree.

Department:	Streets and Maintenance
Award to:	EGL Construction, Inc
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$86,500.00
Initial Term Estimated Award:	\$259,500.00
Option Term Estimated Award:	\$173,000.00
Total Estimated Award	\$432,500.00
Account(s)	451-1000-51295-531130- P5120
Funding Source(s):	General Fund
District(s):	All

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to EGL Construction, Inc the lowest responsive and responsible bidder

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

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



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Tree and Stump Removal BID DATE: July 3, 2024																Solicitation Number: 2024-0316 Department: Streets and Maintenance														
				2H LLC El Paso, TX Bidder 1 of 4			Bella Luna Engineering & Building Maintenance El Paso, TX Bidder 2 of 4			E.G.I. Construction, Inc El Paso, TX Bidder 3 of 4			EP GEM Enterprises, LLC. El Paso, TX. Bidder 4 of 4																	
Item No.	Description	Unit of Measure	Approximate/ Estimate Quantity (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	Tree Removal >0" and <6" DBH	Each	20	\$ 525.00	\$ 10,500.00	\$ 31,500.00	\$ 455.75	\$ 9,115.00	\$ 27,345.00	\$ 100.00	\$ 2,000.00	\$ 6,000.00	\$ 650.00	\$ 13,000.00	\$ 39,000.00															
2	Tree Removal >6" and <8" DBH	Each	20	\$ 750.00	\$ 15,000.00	\$ 45,000.00	\$ 465.75	\$ 9,315.00	\$ 27,945.00	\$ 150.00	\$ 3,000.00	\$ 9,000.00	\$ 740.00	\$ 14,800.00	\$ 44,400.00															
3	Tree Removal >8" and <12" DBH	Each	20	\$ 1,000.00	\$ 20,000.00	\$ 60,000.00	\$ 495.75	\$ 9,915.00	\$ 29,745.00	\$ 250.00	\$ 5,000.00	\$ 15,000.00	\$ 840.00	\$ 16,800.00	\$ 50,400.00															
4	Tree Removal >12" and <24" DBH	Each	20	\$ 1,300.00	\$ 26,000.00	\$ 78,000.00	\$ 595.75	\$ 11,915.00	\$ 35,745.00	\$ 450.00	\$ 9,000.00	\$ 27,000.00	\$ 990.00	\$ 19,800.00	\$ 59,400.00															
5	Tree Removal >24" and <36" DBH	Each	8	\$ 1,500.00	\$ 12,000.00	\$ 36,000.00	\$ 785.00	\$ 6,280.00	\$ 18,840.00	\$ 2,500.00	\$ 20,000.00	\$ 60,000.00	\$ 1,240.00	\$ 9,920.00	\$ 29,760.00															
6	Tree Removal >36" and <42" DBH	Each	5	\$ 1,700.00	\$ 8,500.00	\$ 25,500.00	\$ 995.75	\$ 4,978.75	\$ 14,936.25	\$ 3,200.00	\$ 16,000.00	\$ 48,000.00	\$ 1,480.00	\$ 7,400.00	\$ 22,200.00															
7	Tree Removal >42" DBH	Each	5	\$ 980.00	\$ 4,900.00	\$ 14,700.00	\$ 1,825.00	\$ 9,125.00	\$ 27,375.00	\$ 4,500.00	\$ 22,500.00	\$ 67,500.00	\$ 2,840.00	\$ 14,200.00	\$ 42,600.00															
8	Arrow Board	Daily	10	\$ 450.00	\$ 4,500.00	\$ 13,500.00	\$ 195.00	\$ 1,950.00	\$ 5,850.00	\$ 100.00	\$ 1,000.00	\$ 3,000.00	\$ 380.00	\$ 3,800.00	\$ 11,400.00															
9	Message Board	Daily	10	\$ 675.00	\$ 6,750.00	\$ 20,250.00	\$ 280.00	\$ 2,800.00	\$ 8,400.00	\$ 100.00	\$ 1,000.00	\$ 3,000.00	\$ 380.00	\$ 3,800.00	\$ 11,400.00															
10	Rental Truck Mounted Attenuators - Stationary	Daily	10	\$ 700.00	\$ 7,000.00	\$ 21,000.00	\$ 560.00	\$ 5,600.00	\$ 16,800.00	\$ 75.00	\$ 750.00	\$ 2,250.00	\$ 665.00	\$ 6,650.00	\$ 19,950.00															
11	Setup and take down sidewalk closure	Daily	20	\$ 1,850.00	\$ 37,000.00	\$ 111,000.00	\$ 850.00	\$ 17,000.00	\$ 51,000.00	\$ 100.00	\$ 2,000.00	\$ 6,000.00	\$ 380.00	\$ 7,600.00	\$ 22,800.00															
12	Setup and take down single lane closure	Daily	10	\$ 1,850.00	\$ 18,500.00	\$ 55,500.00	\$ 1,650.00	\$ 16,500.00	\$ 49,500.00	\$ 150.00	\$ 1,500.00	\$ 4,500.00	\$ 400.00	\$ 4,000.00	\$ 12,000.00															
13	Setup and take down double lane closure	Daily	5	\$ 1,350.00	\$ 6,750.00	\$ 20,250.00	\$ 2,140.00	\$ 10,700.00	\$ 32,100.00	\$ 250.00	\$ 1,250.00	\$ 3,750.00	\$ 450.00	\$ 2,250.00	\$ 6,750.00															
14	Setup and take down state lane closure	Daily	5	\$ 1,350.00	\$ 6,750.00	\$ 20,250.00	\$ 2,500.00	\$ 12,500.00	\$ 37,500.00	\$ 300.00	\$ 1,500.00	\$ 4,500.00	\$ 950.00	\$ 4,750.00	\$ 14,250.00															
Total					\$ 184,150.00	\$ 552,450.00		\$ 127,693.75	\$ 383,081.25		\$ 86,500.00	\$ 259,500.00		\$ 128,770.00	\$ 386,310.00															
<p><u>OPTION TO EXTEND THE TERM OF THE</u></p> <p><u>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> <table><tr><td>TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)</td><td><input type="text" value="X"/></td><td><input type="text"/></td><td><input type="text" value="X"/></td><td><input type="text" value="X"/></td></tr><tr><td>NO OPTION OFFERED</td><td><input type="text"/></td><td><input type="text" value="X"/></td><td><input type="text"/></td><td><input type="text"/></td></tr><tr><td>AMENDMENTS ACKNOWLEDGED:</td><td>YES</td><td>YES</td><td>YES</td><td>YES</td></tr></table>																TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)	<input type="text" value="X"/>	<input type="text"/>	<input type="text" value="X"/>	<input type="text" value="X"/>	NO OPTION OFFERED	<input type="text"/>	<input type="text" value="X"/>	<input type="text"/>	<input type="text"/>	AMENDMENTS ACKNOWLEDGED:	YES	YES	YES	YES
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)	<input type="text" value="X"/>	<input type="text"/>	<input type="text" value="X"/>	<input type="text" value="X"/>																										
NO OPTION OFFERED	<input type="text"/>	<input type="text" value="X"/>	<input type="text"/>	<input type="text"/>																										
AMENDMENTS ACKNOWLEDGED:	YES	YES	YES	YES																										
BIDS SOLICITED: 18 LOCAL BIDS SOLICITED: 14 BIDS RECEIVED: 4 LOCAL BIDS RECEIVED: 4 NO BID: 3																														
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.																														

2024-0316 View List		
1.	Bella Luna Engineering and Building Maintenance	lorenzo@bellalunaengineering.net
2.	EGL Construction, Inc	mario@eglconstruction.com
3.	Paso-Tex Industries LLC	kshankles@paso-tex.net
4.	Valor GC	gcepeda@valor-gc.com
5.	2H LLC	twohenterprises@outlook.com
6.	Alkane Midstream	ar@alkane.co
7.	Zeraus Iluminacion	jarquinalex374@gmail.com
8.	6ix5ive Consulting	cedlee14@gmail.com
9.	CG MILLWORK AND CONSTRUCTION LLC	pcoronado@cgconstruction.net
10.	CJCS	N/A
11.	Construction Reporter	rebecca@constructionreporter.com
12.	G.R.A.C.E. Construction	N/A
13.	Garcia Holdings	N/A
14.	Looks Great Services of MS, Inc	moniquejackson@looksgreatservices.com
15.	Multi Greenery (Ruth Villarreal)	multigreenery@elp.rr.com
16.	Rockwell American Services Ltd	N/A
17.	Sigma Construction Group, LLC	main@sigmacongroup.com
18.	The PlanIt Room	projects@theplanitroom.com

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	Mario F Escobedo
Business Name	E.G.L. Construction, Inc.
Agenda Item Type	2024-0316 Tree and Stump Removal
Relevant Department	Streets and Maintenance

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: Mario F. Esquivel Date: 8/23/24



Legislation Text

File #: 24-1256, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager and City Attorney to draft an ordinance that prohibits the use of residential properties as entertainment venues. The proposed ordinance should address issues related to neighborhood disruption, zoning compliance, and public safety.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: September 10, 2024

CONTACT PERSON NAME AND PHONE NUMBER: Representative Art Fierro

DISTRICT(S) AFFECTED: All

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

SUBJECT:

APPROVE a resolution/ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want the Council to approve. Include \$ amount if applicable.

Discussion and action to direct the City Manager and City Attorney to draft an ordinance that prohibits the use of residential properties as entertainment venues. The proposed ordinance should address issues related to neighborhood disruption, zoning compliance, and public safety.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

N/A

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, council has considered a short-term rental ordinance

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-1262, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City of El Paso appoint to the Camino Real Regional Mobility Authority Leah Masters to Position 3, whose term will expire on February 1, 2026.



Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Oscar Leeser
Agenda Placement	Regular
Date of Council Meeting	09/10/24
Name of Board	Camino Real Regional Mobility Authority
Agenda Posting Language	
Discussion and action on a Resolution that the City of El Paso appoints to the Camino Real Regional Mobility Authority Leah Masters to Position 3, whose term will expire on February 1, 2026.	
Appointment Type	Regular
Member Qualifications	
See attached BIO.	
Nominee Name	Leah Masters
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 1
City Employed Relatives	N/A
Board Membership	
N/A	
Real estate owned in El Paso County	
Previous Appointee	Marybeth Stevens
Reason for Vacancy	Resigned
Date of Appointment	09/10/24
Term Begins On	01/31/24
Term Expires On	02/01/26
Term	First Term

Leah Masters



Leah Masters recently retired after a 35-year career in business. Ms. Masters banking career included serving as Executive Office administrator and Assistant Vice President/Branch Manager at JPMorgan Chase Bank.

Ms. Masters was also employed by Masters Oil where she oversaw operations of the company's convenience stores which are now branded Valero. She also provided management services for the trucking side of the business which transports fuel and other fuel related products throughout the U.S.

Ms. Masters completed her professional career with an administrative position at United Bank now First American Bank of New Mexico.

Ms. Masters earned her degree from the University of Texas at El Paso majoring in Early Childhood Education.

Commitment to community is a priority for Ms. Masters. She has served on numerous non-profit boards of director including recently serving at the Board Chair for the Center Against Sexual and Family Violence. She also served on the board of Girl Scouts of the Desert Southwest, Executive Forum, and the Westside Rotary Club.

Ms. Masters is married to Tom Masters and together they have five children and seven grandchildren. Ms. Masters enjoys traveling and participating in sprint triathlons. To date, she has completed in more than 30 competitive events throughout the South and Southwest.

RESOLUTION

WHEREAS, by Resolution of March 13, 2007, the City Council of the City of El Paso created the Camino Real Regional Mobility Authority (CRRMA) and named its initial Board;

WHEREAS, in accordance with Section 370.251 of the Texas Transportation Code and the City of El Paso's Petition and Request for Authorization to Form the Camino Real Regional Mobility Authority, as approved by the Texas Transportation Commission, the term for CRRMA Board positions expire on February 1 of each year;

WHEREAS, in an effort to ensure the continuity of the CRRMA through the avoidance of any vacancies in City-appointed positions of the CRRMA Board, the City Council desires to make an appointment to Position 3, which shall become effective on January 31, 2024.

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

That the City of El Paso hereby appoints the following board member to the Camino Real Regional Mobility Authority Board for the position identified below, shall take effect on January 31, 2024:

1. Leah Masters, Position 3, term expiring on February 1, 2026.

APPROVED this ____ of September 2024.


THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Deputy City Attorney



Legislation Text

File #: 24-1229, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

City Manager's Office, 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 from Strategic and Legislative Affairs on the Discretionary Grants Program, recently funded projects, and the grants strategy for Fiscal Year 2025.

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

AGENDA DATE: September 10, 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 on updates from Strategic and Legislative Affairs on the Discretionary Grant Program.

BACKGROUND / DISCUSSION:

The Discretionary Grants Program is a service housed at the City Manager's Office that supports all City Departments in advancing priority initiatives into funded and construction-ready projects, implementing Council-approved plans and programs, and securing local, state, and federal funding. The Program was launched in 2023.

This presentation will focus on the overall grants strategy, upcoming grant applications, updates on awarded grant projects, and a debrief on unsuccessful grant applications and adjustments made to be more competitive in future applications.

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)



Legislation Text

File #: 24-1169, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

Streets and Maintenance, Joshua E. Lerma, (915) 212-7054

Streets and Maintenance, Richard Bristol, (915) 212-7015

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.010 (Schedule I - One-Way Streets) of the City Code, TO ADD ITEM 97. W Main Drive from El Paso Street to N Santa Fe Street.; and amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III - Parking Prohibited at all Times on Certain Streets), TO ADD ITEM 388. W Main Drive from El Paso Street to N Santa Fe Street, south side.

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

AGENDA DATE: September 10, 2024

PUBLIC HEARING DATE: September 24, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Joshua E. Lerma, Streets and Maintenance, (915) 212-7054
Richard Bristol, Streets and Maintenance Director, (915) 212-7015

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

An ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.010 (Schedule I – One-Way Streets) of the City Code, TO ADD ITEM 97. W Main Drive from El Paso Street to N Santa Fe Street.; and amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking Prohibited at all Times on Certain Streets), TO ADD ITEM 388. W Main Drive from El Paso Street to N Santa Fe Street, south side.

BACKGROUND / DISCUSSION:

Streets and Maintenance requesting the approval to establish W Main Drive from El Paso Street to N Santa Fe Street, westbound, as a One-Way Street, and to restrict parking on the south side. This amendment will promote safer pedestrian crossing for visitors of La Nube Steam Discovery Center; minimize traffic congestion; maintain delivery conveyance and EMS vehicular access; and allow efficient discharge of vehicles from the Mills Parking Garage.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

PRIMARY DEPARTMENT: Streets and Maintenance

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

DEPARTMENT HEAD:



Richard Bristol, Streets and Maintenance Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.010 (SCHEDULE I – ONE-WAY STREETS), OF THE EL PASO CITY CODE, TO ADD ITEM 97: W MAIN DRIVE WESTBOUND FROM EL PASO STREET TO N SANTA FE STREET; and AMENDING TITLE 12 (VEHICLES AND TRAFFICE), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.030 (SCHEDULE III – PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS), OF THE EL PASO CITY CODE, TO ADD ITEM 388: W MAIN DRIVE FROM EL PASO STREET TO N SANTA FE STREET, SOUTH SIDE.

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

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.010 (Schedule I One-way Streets), to Add Item:

1. Kansas Street – Southbound between Schuster Avenue and East Seventh Avenue
2. - 94.
95. Alley north of Yandell Avenue - West between Piedras Street and Birch Street.
96. East First Avenue - Eastbound From Coles Street to it terminus.
97. W Main Drive - Westbound From El Paso Street to N Santa Fe Street.

SECTION 2. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking Prohibited at all Times on Certain Streets), to Add Item:

1. Paisano Drive from Santa Fe Street to Alameda Avenue, both sides;
2. - 385.
386. On the following described portions of Cross Street;
 - a. Cross Street between Deer Street and Sun Valley Drive, west side only, and
 - b. Cross Street between Deer Street and Sun Valley Drive, where the curb is intermittently extruded on the east side.
387. Schwarzkopf Drive, at the western intersection with Colling Powell Avenue along the east curb line, north for 198 feet; thence east for 1,150 feet along the curb line; thence south for 198 feet along the curb line to the eastern intersection with Colin Powell Avenue.
388. W Main Drive from El Paso Street to N Santa Fe Street, south side.

SECTION 3. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2024.

CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets and Maintenance Department



Legislation Text

File #: 24-1209, 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

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:

Discussion and action on the award of Solicitation 2024-0386 Mast Arm Poles to Techline, Inc. for an initial term of one (1) year for an estimated amount of \$1,029,682.00. The award also includes a one (1) year option for an estimated amount of \$1,029,682.00. The total contract time is for two (2) years for a total estimated amount of \$2,059,364.00. This Contract will allow the purchase of Mast Arm Poles for various locations throughout the City of El Paso.

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$361,406.00 for the initial term, which represents a 25.98% decrease in price per steel.

Department:	Streets and Maintenance
Award to:	Techline, Inc
City & State:	Austin, TX
Item(s):	All
Initial Term:	1 Year
Option Term:	1 Year
Total Contract Time:	2 Years
Annual Estimated Award:	\$1,029,682.00
Initial Term Estimated Award:	\$1,029,682.00
Option Term Estimated Award:	\$1,029,682.00
Total Estimated Award	\$2,059,364.00
Account(s)	532 - 1000- 32020 - 532030 - P3252
Funding Source(s):	General Fund

District(s): All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Techline, Inc. the lowest responsive and responsible bidder.

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

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

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

AGENDA DATE: September 10, 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:

Discussion and action on the award of solicitation 2024-0386 Mast Arm Poles to Techline, Inc. for an initial term of one (1) year for an estimated amount of \$1,029,682.00. The award also includes a one (1) year option for an estimated amount of \$1,029,682.00. The total contract time is for two (2) years for a total estimated amount of \$2,059,364.00.

BACKGROUND / DISCUSSION:

This Contract will allow the purchase of Mast Arm Poles for various locations throughout the City Of El Paso.

SELECTION SUMMARY:

Solicitation was advertised on May 14, 2024 and May 21, 2024. The solicitation was posted on City website on May 14, 2024. There were a total twelve (12) viewers online; two (2) bids were received; none being from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An decrease of \$361,406.00 for the initial term, which represents a 25.98% decrease due to a reduction of items in the scope of work.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,029,682.00
Funding Source: General Fund
Account: 532-1000-32020-532030-P3252

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

 for Richard Bristol

Richard J. Bristol, Streets & Maintenance Director

Project Form
Low Bid

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council of September 10, 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:

Discussion and action on the award of solicitation 2024-0386 Mast Arm Poles to Techline, Inc. for an initial term of one (1) year for an estimated amount of \$1,029,682.00. The award also includes a one (1) year option for an estimated amount of \$1,029,682.00. The total contract time is for two (2) years for a total estimated amount of \$2,059,364.00. This Contract will allow the purchase of Mast Arm Poles for various locations throughout the City of El Paso.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An decrease of \$361,406.00 for the initial term, which represents a 25.98% decrease in price per steel.

Department:	Streets and Maintenance
Award to:	Techline, Inc
City & State:	Austin, TX
Item(s):	All
Initial Term:	1 Year
Option Term:	1 Year
Total Contract Time:	2 Years
Annual Estimated Award:	\$1,029,682.00
Initial Term Estimated Award:	\$1,029,682.00
Option Term Estimated Award:	\$1,029,682.00
Total Estimated Award	\$2,059,364.00
Account(s)	532 – 1000– 32020 – 532030 – P3252
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing and Streets and Maintenance recommend award as indicated to Techline, Inc. the lowest responsive and responsible bidder.

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

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



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Mast Arm Poles					Solicitation Number: 2024-0386			
BID DATE: June 26, 2024					Department: Streets and Maintenance			
					Techline , Inc. Austin, TX Bidder 1 of 2		Tri-State Electric, Ltd Vinton, TX Bidder 2 of 2	
Item No.	Description	Unit of Measure	Minimum Approximate Quantities	Maximum Approximate Quantities (A)	Price (B)	Yearly Total (C = A X B) (C)	Price (B)	Yearly Total (C = A X B) (C)
1	Mast Arm Pole, 20' Galvanized Finish Arm 16" Bolt Circle	Each	10	20	\$ 7,294.00	\$ 145,880.00	\$ 7,774.00	\$ 155,480.00
2	Mast Arm Pole, 25' Galvanized Finish Arm 16" Bolt Circle	Each	10	20	\$ 7,307.00	\$ 146,140.00	\$ 8,169.60	\$ 163,392.00
3	Mast Arm Pole, 30' Galvanized Finish Arm 16" Bolt Circle	Each	10	20	\$ 7,807.00	\$ 156,140.00	\$ 8,805.00	\$ 176,100.00
4	Mast Arm Pole, 35' Galvanized Finish Arm 16" Bolt Circle	Each	8	12	\$ 7,820.00	\$ 93,840.00	\$ 8,960.10	\$ 107,521.20
5	Mast Arm Pole, 35' Galvanized Finish Arm, 17" Bolt Circle arm & 20' Height Shaft	Each	10	12	\$ 8,732.00	\$ 104,784.00	\$ 9,696.00	\$ 116,352.00
6	Mast Arm Pole, Type III 40' Galvanized Finish Arm, 19" Bolt Circle & 20' Height Shaft	Each	8	12	\$ 10,419.00	\$ 125,028.00	\$ 16,558.50	\$ 198,702.00
7	Mast Arm Pole, Type III 48' Galvanized Finish Arm 19" Bolt, Circle & 20' Height Shaft	Each	8	15	\$ 12,858.00	\$ 192,870.00	\$ 41,615.00	\$ 624,225.00
8	Traffic Signal Pole Assembly for Items 1 - 4	Each	10	20	\$ 3,250.00	\$ 65,000.00	\$ 5,625.00	\$ 112,500.00
					Total	\$ 1,029,682.00	Total	\$ 1,654,272.20
<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 (1) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)					X			
NO OPTION OFFERED							X	
AMENDMENTS ACKNOWLEDGED:					Yes		Yes	
BIDS SOLICITED: 4 LOCAL BIDS SOLICITED: 4 BIDS RECEIVED: 2 LOCAL BIDS RECEIVED: 0 NO BID: 0								

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

2024-0386 View List		
1.	Immortal Technology Services	NA
2.	Zeraus Iluminacion	jarquinalex374@gmail.com
3.	Alejandro Motta (Tri-State Electric)	amotta@tseltd.com
4.	Tri-State Electric Ltd	afuller@tseltd.com
5.	The PlanIt Room	projects@theplanitroom.com
6.	Delshawn Alfonzo Cruz	kingcruzreally@gmail.com
7.	Valor GC	GCEPEDA@VALOR-GC.COM
8.	Alkane Midstream	ar@alkane.co
9.	Tiger Traffic, Inc.	John.Clay@tigertraffic.net
10.	Construction Reporter	rebecca@constructionreporter.com
11.	TECHLINE INC	tom.soltis@techline-inc.com
12.	Elias Concrete Construction LLC	eliasccllc@gmail.com

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	Thomas Soltis
Business Name	Techline, Inc.
Agenda Item Type	2024-0386 Mast Arm Poles
Relevant Department	Streets and Maintenance 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: Thomas Soltis Digitally signed by Thomas Soltis
Date: 2024.08.16 12:12:11 -05'00' Date: August 24, 2024



Legislation Text

File #: 24-1218, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7

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: 7.3 Enhance a regional comprehensive transportation system.

Award Summary:

Discussion and action on the award of Solicitation 2024-0105 Playa Drain Shared Use Path to Horizone Construction I, Ltd for a total estimated amount of \$1,148,425.48. The Playa Drain Shared Use Path Project will consist of construction of a shared use path from Padilla Drive to Zaragoza Road. The proposed improvements include demolition of existing structures, Americans with Disabilities Act (ADA) compliant curb ramps, a pedestrian bridge, irrigated landscaping, pedestrian amenities, and pavement marking and signs.

Department:	Capital Improvement
Award to:	Horizone Construction I, Ltd
City & State:	El Paso, TX
Item(s):	Base Bid I
Contract Term:	140 Standard Workweek Days
Base Bid I:	\$1,148,425.48
Total Estimated Award:	\$1,148,425.48
Account(s):	190 - 4741 - 38290 - 580270 - PCP23TRAN03
Funding Source(s):	Transportation Alternatives Set-Aside (TASA)
District(s):	7

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Horizone Construction I, Ltd the lowest responsive and responsible bidder.

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

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

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

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

AGENDA DATE: September 10, 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: 7

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

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

Discussion and action on the award of Solicitation 2024-0105 Playa Drain Shared Use Path to Horizonte Construction 1, LTD for a total estimated award of \$1,148,425.48.

BACKGROUND / DISCUSSION:

The Playa Drain Shared Use Path Project will consist of construction of a shared use path from Padilla Drive to Zaragoza Rd. The shared use path will run parallel to the Playa Drain Canal and continue to the Playa Drain Trail that runs north of Padilla Drive. The proposed improvements include demolition of existing structures, ADA compliant curb ramps, a pedestrian bridge, irrigated landscaping, pedestrian amenities, and pavement marking and signs.

SELECTION SUMMARY:

Solicitation was advertised on April 23, 2024, April 30, 2024 and May 7, 2024. The solicitation was posted on City website on April 23, 2024. There was a total of twenty-four (24) viewers online; six (6) bids were received; all coming 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: \$1,148,425.48

Funding Source: Transportation Alternatives Set-Aside (TASA)

Account: 190-4741-38290-580270-PCP23TRAN03

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, City Engineer

Project Form
Low Bid

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council Meeting of September 10, 2024.

Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection: 7.3 Enhance a regional comprehensive transportation system

Award Summary:

Discussion and action on the award of Solicitation 2024-0105 Playa Drain Shared Use Path to Horizone Construction I, Ltd for a total estimated amount of \$1,148,425.48. The Playa Drain Shared Use Path Project will consist of construction of a shared use path from Padilla Drive. to Zaragoza Road. The proposed improvements include demolition of existing structures, ADA compliant curb ramps, a pedestrian bridge, irrigated landscaping, pedestrian amenities, and pavement marking and signs.

Department:	Capital Improvement
Award to:	Horizone Construction I, Ltd
City & State:	El Paso, TX
Item(s):	Base Bid I
Contract Term:	140 Standard Workweek Days
Base Bid I:	\$1,148,425.48
Total Estimated Award:	\$1,148,425.48
Account(s):	190 – 4741 – 38290 – 580270 – PCP23TRAN03
Funding Source(s):	Transportation Alternatives Set-Aside (TASA)
District(s):	7

This was a Low Bid Procurement – unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Horizone Construction I, Ltd the lowest responsive and responsible bidder.

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

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

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

Bid Tab Summary

2024-0105 Playa Drain Shared Use Path

	<u>Contractor</u>	<u>Base Bid</u>
1	Horizone Construction 1, LTD.	\$1,148,425.48
2	Martinez Bros. Contractors, LLC	\$1,247,047.70
3	Allen Concrete, LLC	\$1,417,181.22
4	Del Mar Contracting, Inc.	\$1,680,163.20
5	HAWK Construction	\$1,596,727.60
6	International Eagle Enterprises	\$1,847,366.50



CITY OF EL PASO PRICE TABULATION



BID TITLE: Playa Drain Shared Use Path - TxDOT CSJ 0924-06-639 **BID NUMBER:** 2024-0105
BID DATE: May 22, 2024 **DEPARTMENT:** Capital Improvement

	Allen Concrete, LLC El Paso, TX Bidder 1 of 6	Del Mar Contracting, Inc. El Paso, TX Bidder 2 of 6	HAWK Construction El Paso, TX Bidder 3 of 6
--	--	--	--

BASE BID : Unit Price Schedule											
Item No.	Item No.	S.P. NO	Unit of Measure	Approx QTY	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
1	100	6002	STA	36	PREPARING ROW	\$ 1,582.00	\$ 56,952.00	\$ 1,875.00	\$ 67,500.00	\$ 450.00	\$ 16,200.00
2	104	6015	SY	15	REMOVING CONC (SIDEWALKS)	\$ 53.00	\$ 795.00	\$ 50.00	\$ 750.00	\$ 102.00	\$ 1,530.00
3	104	6017	SY	15	REMOVING CONC (DRIVEWAYS)	\$ 53.00	\$ 795.00	\$ 50.00	\$ 750.00	\$ 102.00	\$ 1,530.00
4	104	6022	LF	26	REMOVING CONC (CURB AND GUTTER)	\$ 35.00	\$ 910.00	\$ 13.00	\$ 338.00	\$ 32.00	\$ 832.00
5	110	6001	CY	4299	EXCAVATION (ROADWAY)	\$ 26.55	\$ 114,138.45	\$ 30.00	\$ 128,970.00	\$ 25.00	\$ 107,475.00
6	132	6002	CY	2823	EMBANKMENT (FINAL)(DENS CONT)(TY A)	\$ 24.95	\$ 70,433.85	\$ 32.00	\$ 90,336.00	\$ 76.00	\$ 214,548.00
7	170	6001	LS	1	IRRIGATION SYSTEM	\$ 70,000.00	\$ 70,000.00	\$ 110,000.00	\$ 110,000.00	\$ 81,500.00	\$ 81,500.00
8	192	6044	EA	45	PLANT MATERIAL (MIN 2" CAL) (B&B)	\$ 650.00	\$ 29,250.00	\$ 800.00	\$ 36,000.00	\$ 773.00	\$ 34,785.00
9	192	6004	EA	48	PLANT MATERIAL (5-GAL)	\$ 70.00	\$ 3,360.00	\$ 72.00	\$ 3,456.00	\$ 70.00	\$ 3,360.00
10	193	6001	MO	12	PLANT MAINTENANCE	\$ 1,300.00	\$ 15,600.00	\$ 600.00	\$ 7,200.00	\$ 590.00	\$ 7,080.00
11	193	6007	MO	12	IRRIGATION SYSTEM OPER AND MAINT	\$ 1,300.00	\$ 15,600.00	\$ 250.00	\$ 3,000.00	\$ 238.00	\$ 2,856.00
12	247	6063	SY	4819	FL BS (CMP IN PLC)(TY A GR 3) (6")	\$ 15.23	\$ 73,393.37	\$ 15.00	\$ 72,285.00	\$ 44.00	\$ 212,036.00
13	310	6014	GAL	722	PRIME COAT (SS-1H)	\$ 11.00	\$ 7,942.00	\$ 7.00	\$ 5,054.00	\$ 22.00	\$ 15,884.00
14	420	6002	CY	6	CL A CONC (MISC)	\$ 1,035.60	\$ 6,213.60	\$ 710.00	\$ 4,260.00	\$ 1,150.00	\$ 6,900.00
15	420	6013	CY	20	CL C CONC (ABUT)	\$ 926.03	\$ 18,520.60	\$ 1,000.00	\$ 20,000.00	\$ 2,300.00	\$ 46,000.00
16	420	6141	CY	357	CL C CONC (CURB)	\$ 494.07	\$ 176,382.99	\$ 1,082.00	\$ 386,274.00	\$ 325.00	\$ 116,025.00
17	432	6002	CY	105	RIPRAP (CONC)(5 IN)	\$ 558.33	\$ 58,624.65	\$ 600.00	\$ 63,000.00	\$ 475.00	\$ 49,875.00
18	450	6050	LF	60	RAIL (HANDRAIL)(TY D)	\$ 313.32	\$ 18,799.20	\$ 400.00	\$ 24,000.00	\$ 285.00	\$ 17,100.00
19	496	6030	EA	7	REMOVE STR (BOLLARD)	\$ 300.00	\$ 2,100.00	\$ 125.00	\$ 875.00	\$ 210.00	\$ 1,470.00
20	500	6001	LS	1	MOBILIZATION	\$ 65,000.00	\$ 65,000.00	\$ 82,500.00	\$ 82,500.00	\$ 35,000.00	\$ 35,000.00



CITY OF EL PASO PRICE TABULATION



BID TITLE: Playa Drain Shared Use Path - TxDOT CSJ 0924-06-639

BID DATE: May 22, 2024

BID NUMBER: 2024-0105

DEPARTMENT: Capital Improvement

	Allen Concrete, LLC El Paso, TX Bidder 1 of 6	Del Mar Contracting, Inc. El Paso, TX Bidder 2 of 6	HAWK Construction El Paso, TX Bidder 3 of 6
--	---	---	---

BASE BID : Unit Price Schedule											
Item No.	Item No.	S.P. NO	Unit of Measure	Approx QTY	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
21	502	6001	MO	7	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$ 10,000.00	\$ 70,000.00	\$ 2,500.00	\$ 17,500.00	\$ 5,500.00	\$ 38,500.00
22	506	6020	SY	220	CONSTRUCTION EXITS (INSTALL) (TY 1)	\$ 22.00	\$ 4,840.00	\$ 19.00	\$ 4,180.00	\$ 53.00	\$ 11,660.00
23	506	6024	SY	220	CONSTRUCTION EXITS (REMOVE)	\$ 11.00	\$ 2,420.00	\$ 6.00	\$ 1,320.00	\$ 28.00	\$ 6,160.00
24	506	6038	LF	4812	TEMP SEDMT CONT FENCE (INSTALL)	\$ 3.50	\$ 16,842.00	\$ 3.00	\$ 14,436.00	\$ 5.00	\$ 24,060.00
25	506	6039	LF	4812	TEMP SEDMT CONT FENCE (REMOVE)	\$ 1.50	\$ 7,218.00	\$ 2.00	\$ 9,624.00	\$ 1.50	\$ 7,218.00
26	528	6001	SY	30	COLORED TEXTURED CONC (4")	\$ 125.60	\$ 3,768.00	\$ 106.00	\$ 3,180.00	\$ 120.00	\$ 3,600.00
27	529	6001	LF	26	CONC CURB (TY I)	\$ 73.21	\$ 1,903.46	\$ 22.00	\$ 572.00	\$ 56.00	\$ 1,456.00
28	529	6033	LF	4830	CONC CURB (LANDSCAPE)	\$ 9.43	\$ 45,546.90	\$ 15.00	\$ 72,450.00	\$ 11.00	\$ 53,130.00
29	530	6004	SY	15	DRIVEWAYS (CONC)	\$ 102.27	\$ 1,534.05	\$ 81.00	\$ 1,215.00	\$ 176.00	\$ 2,640.00
30	531	6003	SY	129	CONC SIDEWALKS (6")	\$ 96.08	\$ 12,394.32	\$ 81.00	\$ 10,449.00	\$ 176.00	\$ 22,704.00
31	531	6013	EA	2	CURB RAMPS (TY 10)	\$ 1,320.47	\$ 2,640.94	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
32	618	6014	LF	193	CONDT (PVC) (SCH 40) (3/4")	\$ 25.00	\$ 4,825.00	\$ 23.00	\$ 4,439.00	\$ 22.50	\$ 4,342.50
33	628	6128	EA	1	ELC SRV TY D 120/240 060(NS)GS(N)GC(O)	\$ 12,500.00	\$ 12,500.00	\$ 12,800.00	\$ 12,800.00	\$ 12,350.00	\$ 12,350.00
34	644	6001	EA	3	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	\$ 1,225.00	\$ 3,675.00	\$ 1,300.00	\$ 3,900.00	\$ 1,275.00	\$ 3,825.00
35	644	6068	EA	2	RELOCATE SM RD SN SUP&AM TY 10BWG	\$ 950.00	\$ 1,900.00	\$ 700.00	\$ 1,400.00	\$ 673.00	\$ 1,346.00
36	666	6012	LF	14	REFL PAV MRK TY I (W)18"(SLD)(100MIL)	\$ 33.00	\$ 462.00	\$ 34.00	\$ 476.00	\$ 33.25	\$ 465.50
37	666	6048	LF	84	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	\$ 17.00	\$ 1,428.00	\$ 17.00	\$ 1,428.00	\$ 17.00	\$ 1,428.00
38	666	6099	EA	8	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	\$ 77.00	\$ 616.00	\$ 81.00	\$ 648.00	\$ 77.50	\$ 620.00
39	666	6205	LF	866	REFL PAV MRK TY II (Y) 4" (BRK)	\$ 1.60	\$ 1,385.60	\$ 1.70	\$ 1,472.20	\$ 1.60	\$ 1,385.60
40	666	6230	LF	84	PAVEMENT SEALER 24"	\$ 7.00	\$ 588.00	\$ 7.00	\$ 588.00	\$ 7.00	\$ 588.00



CITY OF EL PASO
PRICE TABULATION



BID TITLE: Playa Drain Shared Use Path - TxDOT CSJ 0924-06-639						BID NUMBER: 2024-0105					
BID DATE: May 22, 2024						DEPARTMENT: Capital Improvement					
						Allen Concrete, LLC El Paso, TX Bidder 1 of 6		Del Mar Contracting, Inc. El Paso, TX Bidder 2 of 6		HAWK Construction El Paso, TX Bidder 3 of 6	
BASE BID : Unit Price Schedule											
Item No.	Item No.	S.P. NO	Unit of Measure	Approx QTY	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
41	666	6182	LF	84	REFL PAV MRK TY II (W) 24" (SLD)	\$ 6.00	\$ 504.00	\$ 6.00	\$ 504.00	\$ 6.00	\$ 504.00
42	677	6007	LF	36	ELIM EXT PAV MRK & MRKS (24")	\$ 26.00	\$ 936.00	\$ 27.00	\$ 972.00	\$ 26.00	\$ 936.00
43	678	6008	LF	84	PAV SURF PREP FOR MRK (24")	\$ 8.00	\$ 672.00	\$ 8.00	\$ 672.00	\$ 7.50	\$ 630.00
44	1005	6001	CY	561	LOOSE AGGR FOR GROUNDCOVER (TYPE I)	\$ 145.00	\$ 81,345.00	\$ 240.00	\$ 134,640.00	\$ 238.00	\$ 133,518.00
45	3076	6048	TON	530	D-GR HMA TY-D PG76-22	\$ 155.61	\$ 82,473.30	\$ 145.00	\$ 76,850.00	\$ 150.00	\$ 79,500.00
46	6185	6002	DAY	14	TMA (STATIONARY)	\$ 450.00	\$ 6,300.00	\$ 300.00	\$ 4,200.00	\$ 600.00	\$ 8,400.00
47	EP-1		EA	1	PREFABRICATED PED STL TRUSS BRIDGE (13'X62')	\$ 146,971.17	\$ 146,971.17	\$ 122,000.00	\$ 122,000.00	\$ 125,500.00	\$ 125,500.00
48	EP-2		EA	10	COLLAPSIBLE STEEL BOLLARD	\$ 1,500.00	\$ 15,000.00	\$ 1,100.00	\$ 11,000.00	\$ 435.00	\$ 4,350.00
49	EP-3		EA	2	MINOR ENTRY COLUMN	\$ 8,200.00	\$ 16,400.00	\$ 11,000.00	\$ 22,000.00	\$ 11,700.00	\$ 23,400.00
50	EP-4		EA	4	WAY FINDING SIGN	\$ 3,615.00	\$ 14,460.00	\$ 1,500.00	\$ 6,000.00	\$ 4,750.00	\$ 19,000.00
51	EP-5		EA	2	DISTANCE MARKER	\$ 6,045.00	\$ 12,090.00	\$ 1,500.00	\$ 3,000.00	\$ 4,325.00	\$ 8,650.00
52	EP-6		EA	3	BENCH	\$ 6,395.52	\$ 19,186.56	\$ 3,300.00	\$ 9,900.00	\$ 3,000.00	\$ 9,000.00
53	EP-7		EA	3	TRASH RECEPTACLE	\$ 5,319.64	\$ 15,958.92	\$ 4,100.00	\$ 12,300.00	\$ 3,000.00	\$ 9,000.00
54	EP-8		EA	3	PET WASTE STATION	\$ 1,195.43	\$ 3,586.29	\$ 1,500.00	\$ 4,500.00	\$ 625.00	\$ 1,875.00
Sum Total Base Bid (Items 1-54)							\$ 1,417,181.22		\$ 1,680,163.20		\$ 1,596,727.60
Bid Bond						YES		YES		YES	
Amendments Acknowledged						YES		YES		YES	
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 PRICE TABULATION



BID TITLE: Playa Drain Shared Use Path- TxDOT CSJ 0924-06-639

BID NUMBER: 2024-0105

BID DATE: May 22, 2024

DEPARTMENT: Capital Improvement

	Horizone Construction, LTD El Paso, TX Bidder 4 of 6	International Eagle Enterprises El Paso, TX Bidder 5 of 6	Martinez Bros. Contractors, LLC. El Paso, TX Bidder 6 of 6
--	---	--	---

BASE BID : Unit Price Schedule

Item No.	Item No.	S.P. NO	Unit of Measure	Approx QTY	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
1	100	6002	STA	36	PREPARING ROW	\$ 373.20	\$ 13,435.20	\$ 1,000.00	\$ 36,000.00	\$ 305.90	\$ 11,012.40
2	104	6015	SY	15	REMOVING CONC (SIDEWALKS)	\$ 17.60	\$ 264.00	\$ 100.00	\$ 1,500.00	\$ 40.25	\$ 603.75
3	104	6017	SY	15	REMOVING CONC (DRIVEWAYS)	\$ 17.60	\$ 264.00	\$ 100.00	\$ 1,500.00	\$ 40.25	\$ 603.75
4	104	6022	LF	26	REMOVING CONC (CURB AND GUTTER)	\$ 22.74	\$ 591.24	\$ 25.00	\$ 650.00	\$ 23.00	\$ 598.00
5	110	6001	CY	4299	EXCAVATION (ROADWAY)	\$ 21.46	\$ 92,256.54	\$ 20.00	\$ 85,980.00	\$ 23.00	\$ 98,877.00
6	132	6002	CY	2823	EMBANKMENT (FINAL)(DENS CONT)(TY A)	\$ 24.60	\$ 69,445.80	\$ 18.50	\$ 52,225.50	\$ 9.20	\$ 25,971.60
7	170	6001	LS	1	IRRIGATION SYSTEM	\$ 83,495.26	\$ 83,495.26	\$ 115,000.00	\$ 115,000.00	\$ 135,235.00	\$ 135,235.00
8	192	6044	EA	45	PLANT MATERIAL (MIN 2" CAL) (B&B)	\$ 718.26	\$ 32,321.70	\$ 520.00	\$ 23,400.00	\$ 641.44	\$ 28,864.80
9	192	6004	EA	48	PLANT MATERIAL (5-GAL)	\$ 82.41	\$ 3,955.68	\$ 120.00	\$ 5,760.00	\$ 55.00	\$ 2,640.00
10	193	6001	MO	12	PLANT MAINTENANCE	\$ 1,326.02	\$ 15,912.24	\$ 1,800.00	\$ 21,600.00	\$ 1,500.00	\$ 18,000.00
11	193	6007	MO	12	IRRIGATION SYSTEM OPER AND MAINT	\$ 1,299.65	\$ 15,595.80	\$ 2,500.00	\$ 30,000.00	\$ 1,300.00	\$ 15,600.00
12	247	6063	SY	4819	FL BS (CMP IN PLC)(TY A GR 3) (6")	\$ 12.06	\$ 58,117.14	\$ 15.00	\$ 72,285.00	\$ 12.65	\$ 60,960.35
13	310	6014	GAL	722	PRIME COAT (SS-1H)	\$ 3.80	\$ 2,743.60	\$ 12.00	\$ 8,664.00	\$ 3.45	\$ 2,490.90
14	420	6002	CY	6	CL A CONC (MISC)	\$ 364.96	\$ 2,189.76	\$ 600.00	\$ 3,600.00	\$ 322.00	\$ 1,932.00
15	420	6013	CY	20	CL C CONC (ABUT)	\$ 1,268.76	\$ 25,375.20	\$ 1,500.00	\$ 30,000.00	\$ 713.00	\$ 14,260.00
16	420	6141	CY	357	CL C CONC (CURB)	\$ 419.80	\$ 149,868.60	\$ 400.00	\$ 142,800.00	\$ 322.00	\$ 114,954.00
17	432	6002	CY	105	RIPRAP (CONC)(5 IN)	\$ 408.15	\$ 42,855.75	\$ 400.00	\$ 42,000.00	\$ 425.50	\$ 44,677.50
18	450	6050	LF	60	RAIL (HANDRAIL)(TY D)	\$ 292.17	\$ 17,530.20	\$ 285.00	\$ 17,100.00	\$ 189.75	\$ 11,385.00
19	496	6030	EA	7	REMOVE STR (BOLLARD)	\$ 193.57	\$ 1,354.99	\$ 200.00	\$ 1,400.00	\$ 115.00	\$ 805.00
20	500	6001	LS	1	MOBILIZATION	\$ 25,100.00	\$ 25,100.00	\$ 80,000.00	\$ 80,000.00	\$ 57,500.00	\$ 57,500.00

Approved By: ____/S/____
Date: ____6/24/2024____



CITY OF EL PASO PRICE TABULATION



BID TITLE: Playa Drain Shared Use Path- TxDOT CSJ 0924-06-639 BID NUMBER: 2024-0105

BID DATE: May 22, 2024 DEPARTMENT: Capital Improvement

	Horizone Construction, LTD El Paso, TX Bidder 4 of 6	International Eagle Enterprises El Paso, TX Bidder 5 of 6	Martinez Bros. Contractors, LLC. El Paso, TX Bidder 6 of 6
--	---	--	---

BASE BID : Unit Price Schedule

Item No.	Item No.	S.P. NO	Unit of Measure	Approx QTY	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
21	502	6001	MO	7	BARRICADES, SIGNS AND TRAFFIC HANDLING	\$ 911.64	\$ 6,381.48	\$ 6,000.00	\$ 42,000.00	\$ 3,737.50	\$ 26,162.50
22	506	6020	SY	220	CONSTRUCTION EXITS (INSTALL) (TY 1)	\$ 14.85	\$ 3,267.00	\$ 50.00	\$ 11,000.00	\$ 57.50	\$ 12,650.00
23	506	6024	SY	220	CONSTRUCTION EXITS (REMOVE)	\$ 9.59	\$ 2,109.80	\$ 20.00	\$ 4,400.00	\$ 20.70	\$ 4,554.00
24	506	6038	LF	4812	TEMP SEDMT CONT FENCE (INSTALL)	\$ 4.57	\$ 21,990.84	\$ 5.00	\$ 24,060.00	\$ 5.75	\$ 27,669.00
25	506	6039	LF	4812	TEMP SEDMT CONT FENCE (REMOVE)	\$ 1.63	\$ 7,843.56	\$ 1.00	\$ 4,812.00	\$ 1.15	\$ 5,533.80
26	528	6001	SY	30	COLORED TEXTURED CONC (4")	\$ 76.70	\$ 2,301.00	\$ 175.00	\$ 5,250.00	\$ 120.75	\$ 3,622.50
27	529	6001	LF	26	CONC CURB (TY I)	\$ 26.39	\$ 686.14	\$ 50.00	\$ 1,300.00	\$ 26.45	\$ 687.70
28	529	6033	LF	4830	CONC CURB (LANDSCAPE)	\$ 9.76	\$ 47,140.80	\$ 37.00	\$ 178,710.00	\$ 23.00	\$ 111,090.00
29	530	6004	SY	15	DRIVEWAYS (CONC)	\$ 66.90	\$ 1,003.50	\$ 250.00	\$ 3,750.00	\$ 97.75	\$ 1,466.25
30	531	6003	SY	129	CONC SIDEWALKS (6")	\$ 65.74	\$ 8,480.46	\$ 60.00	\$ 7,740.00	\$ 109.25	\$ 14,093.25
31	531	6013	EA	2	CURB RAMPS (TY 10)	\$ 1,281.46	\$ 2,562.92	\$ 1,200.00	\$ 2,400.00	\$ 1,495.00	\$ 2,990.00
32	618	6014	LF	193	CONDT (PVC) (SCH 40) (3/4")	\$ 18.84	\$ 3,636.12	\$ 35.00	\$ 6,755.00	\$ 11.50	\$ 2,219.50
33	628	6128	EA	1	ELC SRV TY D 120/240 060(NS)GS(N)GC(O)	\$ 13,812.70	\$ 13,812.70	\$ 12,500.00	\$ 12,500.00	\$ 13,225.00	\$ 13,225.00
34	644	6001	EA	3	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	\$ 869.15	\$ 2,607.45	\$ 1,500.00	\$ 4,500.00	\$ 879.75	\$ 2,639.25
35	644	6068	EA	2	RELOCATE SM RD SN SUP&AM TY 10BWG	\$ 759.62	\$ 1,519.24	\$ 850.00	\$ 1,700.00	\$ 690.00	\$ 1,380.00
36	666	6012	LF	14	REFL PAV MRK TY I (W)18"(SLD)(100MIL)	\$ 34.51	\$ 483.14	\$ 45.00	\$ 630.00	\$ 31.60	\$ 442.40
37	666	6048	LF	84	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	\$ 17.57	\$ 1,475.88	\$ 25.00	\$ 2,100.00	\$ 16.09	\$ 1,351.56
38	666	6099	EA	8	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	\$ 80.42	\$ 643.36	\$ 90.00	\$ 720.00	\$ 73.65	\$ 589.20
39	666	6205	LF	866	REFL PAV MRK TY II (Y) 4" (BRK)	\$ 1.64	\$ 1,420.24	\$ 3.50	\$ 3,031.00	\$ 1.51	\$ 1,307.66



CITY OF EL PASO PRICE TABULATION



BID TITLE: Playa Drain Shared Use Path- TxDOT CSJ 0924-06-639								BID NUMBER: 2024-0105			
BID DATE: May 22, 2024								DEPARTMENT: Capital Improvement			
					Horizone Construction, LTD El Paso, TX Bidder 4 of 6		International Eagle Enterprises El Paso, TX Bidder 5 of 6		Martinez Bros. Contractors, LLC. El Paso, TX Bidder 6 of 6		
BASE BID : Unit Price Schedule											
Item No.	Item No.	S.P. NO	Unit of Measure	Approx QTY	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
40	666	6230	LF	84	PAVEMENT SEALER 24"	\$ 7.25	\$ 609.00	\$ 9.00	\$ 756.00	\$ 6.64	\$ 557.76
41	666	6182	LF	84	REFL PAV MRK TY II (W) 24" (SLD)	\$ 6.14	\$ 515.76	\$ 9.00	\$ 756.00	\$ 5.62	\$ 472.08
42	677	6007	LF	36	ELIM EXT PAV MRK & MRKS (24")	\$ 26.80	\$ 964.80	\$ 42.00	\$ 1,512.00	\$ 24.54	\$ 883.44
43	678	6008	LF	84	PAV SURF PREP FOR MRK (24")	\$ 7.74	\$ 650.16	\$ 15.00	\$ 1,260.00	\$ 7.08	\$ 594.72
44	1005	6001	CY	561	LOOSE AGGR FOR GROUNDCOVER (TYPE I)	\$ 153.02	\$ 85,844.22	\$ 110.00	\$ 61,710.00	\$ 184.78	\$ 103,661.58
45	3076	6048	TON	530	D-GR HMA TY-D PG76-22	\$ 193.21	\$ 102,401.30	\$ 165.00	\$ 87,450.00	\$ 129.95	\$ 68,873.50
46	6185	6002	DAY	14	TMA (STATIONARY)	\$ 221.00	\$ 3,094.00	\$ 250.00	\$ 3,500.00	\$ 345.00	\$ 4,830.00
47	EP-1		EA	1	PREFABRICATED PED STL TRUSS BRIDGE (13'X62')	\$ 128,220.50	\$ 128,220.50	\$ 470,000.00	\$ 470,000.00	\$ 124,660.00	\$ 124,660.00
48	EP-2		EA	10	COLLAPSIBLE STEEL BOLLARD	\$ 1,105.02	\$ 11,050.20	\$ 2,000.00	\$ 20,000.00	\$ 1,265.00	\$ 12,650.00
49	EP-3		EA	2	MINOR ENTRY COLUMN	\$ 7,167.52	\$ 14,335.04	\$ 40,000.00	\$ 80,000.00	\$ 5,750.00	\$ 11,500.00
50	EP-4		EA	4	WAY FINDING SIGN	\$ 778.22	\$ 3,112.88	\$ 1,500.00	\$ 6,000.00	\$ 3,996.25	\$ 15,985.00
51	EP-5		EA	2	DISTANCE MARKER	\$ 554.46	\$ 1,108.92	\$ 500.00	\$ 1,000.00	\$ 2,070.00	\$ 4,140.00
52	EP-6		EA	3	BENCH	\$ 2,692.10	\$ 8,076.30	\$ 4,200.00	\$ 12,600.00	\$ 2,300.00	\$ 6,900.00
53	EP-7		EA	3	TRASH RECEPTACLE	\$ 1,757.98	\$ 5,273.94	\$ 2,500.00	\$ 7,500.00	\$ 2,645.00	\$ 7,935.00
54	EP-8		EA	3	PET WASTE STATION	\$ 376.71	\$ 1,130.13	\$ 1,500.00	\$ 4,500.00	\$ 920.00	\$ 2,760.00
Sum Total Base Bid (Items 1-54)							\$ 1,148,425.48		\$ 1,847,366.50		\$ 1,247,047.70
Bid Bond						YES		YES		YES	
Amendments Acknowledged						YES		YES		YES	
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.											

Online Views for 2024-0105 Playa Drain Shared Use Path			
<u>No.</u>	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	Horizone Construction 1 LTD	El Paso	TX
2	Martinez Bros. Contractors, LLC	El Paso	TX
3	Hawk Construction	El Paso	TX
4	Del Mar Contracting, Inc.	El Paso	TX
5	International Eagle Enterprises	El Paso	TX
6	Allen Concrete, LLC	El Paso	TX
7	QANNEX CORP	El Paso	TX
8	Zeraus Iluminacion	El Paso	TX
9	Paso-Tex Industries LLC	El Paso	TX
10	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	El Paso	TX
11	DYER CYCLE	El Paso	TX
12	Filterbuy Incorporated	Talladega	AL
13	Amtek USA, Austin	Houston	TX
14	AO General Contractor, Inc.	El Paso	TX
15	CEA Group (CEA Engineering Group, Inc.)	El Paso	TX
16	Century Products (Century Tree Service Inc)	Anaheim	CA
17	ConstructConnect	Cincinnati	OH
18	Construction Reporter	Albuquerque	NM
19	Jobe Materials	El Paso	TX
20	North America Procurement Council Inc., PBC	Grand Junction	CO
21	PMI Pavement Marking, LLC (Pavement Marking, LLC)	El Paso	TX
22	The PlanIt Room	El Paso	TX
23	Veliz Construction (Veliz Company LLC)	El Paso	TX
24	Virtual Builders Exchange	San Antonio	TX

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name	<u>Luis Rene De Stefano</u>
Business Name	<u>Horizone Construction 1, LTD</u>
Agenda Item Type	<u>NA</u>
Relevant Department	<u>Vice-President</u>

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


☒

OR



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: 5/22/2024



Legislation Text

File #: 24-1205, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212 - 1092
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.

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 2024-0483 Medical Center of Americas Clinic to Dantex General Contractors, Inc. for a total estimated amount of \$6,616,000.00. This project will consist of a new one-story Health Clinic Building that is approximately 10,500 square feet and will house specialties such as HIV, STDs, and tuberculosis.

Department:	Capital Improvement
Award to:	Dantex General Contractors, Inc.
City & State:	El Paso, TX
Item(s):	All
Contract Term:	330 Consecutive Calendar Days
Base Proposal I:	\$5,916,000.00
Base Proposal II:	\$ 700,000.00
Total Estimated Award:	\$6,616,000.00
Account(s):	190 - 2235 - 38290 - 580270 - FRF17 - G21CSLFRF
Funding Source(s):	American Rescue Plan Act Fund
District(s):	3

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 offerors based on the evaluation factors established in the evaluation criteria for this procurement.

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

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: September 10, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Yvette Hernandez, City Engineer (915) 212-0065
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: 3

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 2024-0483 Medical Center of Americas Clinic to Dantex General Contractors, Inc. for a total estimated amount of \$6,616,000.00.

BACKGROUND / DISCUSSION:

The project scope of work consists of the construction of a new 10,500 square feet (SF) one-story Health Clinic Building that includes a parking lot and landscaping. The new Health Clinic building will be operated by the Department of Public Health and will house specialties such as HIV, STDs, and Tuberculosis. The location of the new health clinic is 4240 Alameda Avenue, El Paso, Texas 79905.

SELECTION SUMMARY:

Solicitation was advertised on April 2, 2024 and April 9, 2024. The solicitation was posted on City website on April 2, 2024. The email notification was sent out on April 2, 2024. There were a total one hundred-sixteen (116) viewers online; five (5) proposals were received; four (4) 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: 6,616,000.00

Funding Source: ARPA Grant

Account: 190 – 2235 – 38290 – 580270 – FRF17– G21CSLFRF

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 September 10, 2024.

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 2024-0483 Medical Center of Americas Clinic to Dantex General Contractors, Inc. for a total estimated amount of \$6,616,000.00. This project will consist of a new one-story Health Clinic Building that is approximately 10,500 square feet and will house specialties such as HIV, STDs, and tuberculosis.

Department:	Capital Improvement
Award to:	Dantex General Contractors, Inc.
City & State:	El Paso, TX
Item(s):	All
Contract Term:	330 Consecutive Calendar Days
Base Proposal I:	\$5,916,000.00
Base Proposal II:	\$ 700,000.00
Total Estimated Award:	\$6,616,000.00
Account(s):	190 – 2235 – 38290 – 580270 – FRF17 - G21CSLFRF
Funding Source(s):	American Rescue Plan Act Fund
District(s):	3

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 offerors based on the evaluation factors established in the evaluation criteria for this procurement.

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

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) RANKING
2024-0483 Medical Center of Americas Clinic

Evaluation Factors	Maximum Points	Dantex General Contractors	Jaynes Corporation of Texas	AAA General Contractors, LLC	Vonanza Construction	AO General Contractor, Inc.
Factor A - Offeror's Proposed Price	50	46.65	50.00	46.06	45.05	Proposal Deemed Non-Responsive
Factor B - Offeror's Proposed Construction Duration and Schedule	25	23.27	15.27	14.50	4.47	
Factor C - Offeror's Experience & Reputation	15	12.35	10.33	7.62	0.00	
Factor D - Proposed Key Personnel	10	7.96	10.00	6.63	5.70	
Total Points	100	90.23	85.60	74.81	55.22	
Ranking		1	2	3	4	

APPROVED:  7/12/2024
 Managing Director/ Nicole Cote Date

APPROVED:  7/12/24
 City Engineer/ Yvette Hernandez Date



CITY OF EL PASO PRICE TABULATION




Title: Medical Center for Americas Clinic
Bid Opening: May 29, 2024

Solicitation Number: 2024-0483
Department: Capital Improvement

	AAA General Contractors, LLC El Paso, TX Offeror 1 of 5	AO General Contractor, Inc. El Paso, TX Offeror 2 of 5	Dantex General Contractors, Inc El Paso, TX Offeror 3 of 5	Jaynes Corporation of Texas Albuquerque, NM Offeror 4 of 5	Vonzanza Construction, LLC El Paso, TX Offeror 5 of 5
Base Proposal					
The undersigned agrees to perform all of the work required for the total amount of:	\$ 6,700,411.00	\$ 6,670,772.00	\$ 6,616,000.00	\$ 6,172,147.00	\$ 6,849,845.00
Bid Bond	Yes	Yes	Yes	Yes	Yes
Amendments Acknowledged	Yes	Yes	Yes	Yes	Yes

NOTE: The information contained in this tabulation is for information only and does not constitute actual award/execution of contract.

Approved: 
Date: 6/28/2024

View List
2024-0483 Medical Center of Americas Clinic

	Supplier Name	City	State	Contact Name
1	AGs Imperial Construction & Roofing LLC	Horizon City	TX	Alejandro Garcia
2	ECM International Inc.	El Paso	TX	Rosie Lujan
3	Allen Concrete, LLC	El Paso	TX	Lizette Velasquez
4	Access Communications Group, LLC	El Paso	TX	Ana Espinoza
5	Construction Reporter	Albuquerque	NM	Rebecca Taylor
6	Dantex General Contractors	El Paso	TX	Jessica Reyes
7	Martinez Bros. Contractors, LLC	El Paso	TX	Heriberto Martinez
8	GarCom, Inc.	El Paso,	TX	Jesus A, Garcia
9	Spark Multinational, LLC	El Paso	TX	Horacio Arras
10	AAA General Contractors, LLC	El Paso	TX	Edgar Skertchly
11	Integrated Technologies and Design	El Paso	TX	Sean Nordberg
12	Medlock Commercial Contractors, LLC.	El Paso	TX	Steve Medlock
13	Mirador Enterprises, Inc.	EL PASO	TX	Yolanda Diaz
14	Desert Contracting LLC	El Paso	TX	Pablo Ornelas
15	Sites Southwest, LLC	El Paso	TX	George Radnovich
16	Abescape Landscaping, LLC	El Paso	TX	Abraham Herrera
17	Jordan Foster Construction, LLC	El Paso	TX	Ashok Kamath
18	Jobe Materials	El Paso	TX	Raul Paredes
19	Broaddus & Associates	El Paso	TX	Nellie Ortiz
20	Advanced Security Contractors, Inc.	EL PASO	TX	Thomas Silva
21	Elias Concrete Construction LLC	El Paso	TX	Vanessa Y Gomez
22	Spartan Construction of TX, Inc.	EL PASO	TX	Steve Allen
23	West Texas Chiller Solutions	Horizon City	TX	Sergio Torres
24	alvidrez architecture inc	El Paso	TX	david alvidrez AIA
25	Mean Clean LLC	El Paso	TX	
26	Brock & Bustillos Inc.	El Paso	TX	Roman Bustillos, PE
27	Sarabia's Portable Jons & Blue Sanitation	El Paso	TX	Lorena Soto
28	Prestige Construction Group	El Paso	TX	Edgar Hermosillo
29	SYOXSA, Inc.	El Paso	TX	Esteban Trejo
30	System Integrations	El Paso	TX	Michael La Porte
31	Aztec Contractors Inc	EL PASO	TX	Nancy Camarena
32	Virtual Builders Exchange	San Antonio	TX	Jeannette
33	Delta Pest Control & Lawn Service	El Paso	TX	Bertha A. Pinney
34	AO General Contractor, Inc.	El Paso	TX	Abelardo Olivas
35	LDCM Solutions LLC	El Paso	TX	Andrew De La Rosa
36	Bella Luna Engineering and Building Maintenance	El Paso	TX	Lorenzo Luna
37	Yucca Contracting	El Paso	TX	
38	EPX Construction Partners	El Paso	TX	Marco Villalobos
39	Wyler Industrial Works, Inc.	El Paso	TX	Mike Tolliver
40	Gracen Engineering & Construction, Inc.	El Paso	TX	Michael Sambrano
41	BELLA IRRIGATION, LLC	El Paso	TX	Roberto Diaz
42	Sundt Construction, Inc.	El Paso	TX	Joseph Riccillo
43	WinSupply of El Paso	El Paso	TX	Rebecca Valdespino
44	Bio Dyne Chemical Co.	El Paso	TX	Gilbert Fierro
45	El Paso A.R.C. Electric, Inc.	El Paso	TX	Myrna Portillo
46	The PlanIt Room	El Paso	TX	Cecilia Hernandez
47	Dodge Data & Analytics	Hamilton	NJ	Dodge Reporter
48	Horizone Construction 1 LTD	El Paso	TX	Andres Daher
49	EL PASO JAG INC.	EL Paso	TX	Patricia Castro

View List
2024-0483 Medical Center of Americas Clinic

	Supplier Name	City	State	Contact Name
50	Hawk Construction	El Paso	TX	Jorge Ojeda
51	EMJ Construction	Dallas	TX	George Heath
52	North America Procurement Council Inc., PBC	Grand Junction	CO	
53	DLP Services LLC	Del Rio	TX	Manuel Ochoa
54	MIJARES-MORA ARCHITECTS INC	EL PASO	TX	Christian A. Mijares
55	DYER CYCLE	El Paso	TX	PETE VILLALOBOS
56	Filterbuy Incorporated	Talladega	AL	Chelsea Gayden
57	Hensel Phelps Construction Co	Austin	TX	
58	Veliz Construction	El Paso	TX	Omar Veliz
59	WOFFORD TRUCK PARTS	EL PASO	TX	ruben pinon
60	3DS ELECTRICAL CONTRACOR LLC	El Paso	TX	Luis De Santiago
61	Selati Investments	El Paso	TX	Oscar Hernandez
62	Arrow Building Corp.	El Paso	TX	David McGlohon
63	Catamount Constructors Inc	San Antonio	TX	SANDERS LANE SPANGLER
64	ConstructConnect	Cincinnati	OH	Content
65	Burman Construction, LLC	El Paso	TX	Francisco Aguilar
66	Alamo Environmental dba Alamo 1	El Paso	TX	Jesse Robles III
67	Steel Specialties	El Paso	TX	Jesse Marquez
68	Alpha Group Construction LLC	El Paso	TX	Alex Garcia
69	Paso-Tex Industries LLC	El Paso	TX	Kelly Shankles
70	GermBlast	Lubbock	TX	Denise Bradley
71	QTO SOLUTIONS	Los Angeles	CA	Nisar Uddin
72	linde gas and equipment inc.	El Paso	TX	william culver
73	JM Roofing & Construction, LLC.	Horizon	TX	Martin Lopez
74	JSR Construction & Remodeling LLC	Santa Teresa	NM	jesus rodriguez
75	RC Enterprises Inc Electrical Contractor	El Paso	TX	Robert Colmenero
76	Caballero Electric Co	El Paso	TX	Javier Caballero
77	Legacy Roofing Co.	El Paso	TX	Juan Meza
78	Satarain Construction Inc	El Paso	TX	Joe Satarain
79	Varsity Roofing	EL PASO	TX	Thomas Aragon
80	VEMAC	El Paso	TX	Alejandra Maynez
81	AAORSI	Dayton	OH	
82	ZTEX Construction, Inc.	El Paso	TX	
83	Axiom Enterprise Solutions LLC	El Paso	TX	Amanda Nyser
84	Beltran Electrical Contractor, Inc.	El Paso	TX	Melissa Perez
85	Riverbend Development Company	El Paso	TX	John Moye
86	George I	EL PASO	TX	
87	Southwest Hazard Control	El Paso	TX	maria pinon
88	Control & Equipment Co. of El Paso, Inc.	El Paso	TX	Laura Gill
89	Octavias Group LLC	El Paso	TX	Paris Davidson
90	TK Elevator Corporation	El Paso	TX	
91	Pwxpress	Jacksonville	FL	Mary miller
92	Phi-Tech, LLC.	El Paso	TX	Corina Hernandez
93	Noble General Contractors, LLC	El Paso	TX	
94	Vonanza Construction	EL PASO	TX	Cynthia Zaragoza
95	Southwest Drywall & Plaster	El Paso	TX	Gustavo Vasquez
96	Century Products	Anaheim	CA	
97	Blazing Property Services LLC	El Paso	TX	Paulina Keller
98	Rexcel Coatings Corporation	El Paso	TX	Clay Smith

View List
2024-0483 Medical Center of Americas Clinic

	Supplier Name	City	State	Contact Name
99	Johnson Controls Fire Protection	El P	TX	Shawn A Allen
100	Sherwin Williams Protective Coatings	El Paso	TX	Luis Garcia
101	Kindle Fischer Specialty Products	El Paso	TX	Javier Martinez
102	Jaynes Corporation of Texas	El Paso	TX	Brian Rodriguez
103	Bridgers and Paxton Consulting Engineers	Albuquerque	NM	Kim Altmire
104	MoXoM Inc	EL PASO	TX	Mario Modesto
105	Nine Degrees Construction, LLC.	El Paso	TX	Cesar Molina
106	Ximalli Security Solutions	El Paso	TX	Annette Medina
107	Vizcarra Plumbing, LLC	HORIZON CITY	TX	Carlos Vizcarra
108	Evolution Construction Dirt & Paving, LLC	El Paso	TX	Eduardo Huerta
109	Zeraus Iluminacion	El Paso	TX	Alex Jarquin
110	MC Services	El Paso	TX	Michael Embry
111	Network Resources	El Paso, TX	TX	Alan Garduna
112	core and main	Farmington	NM	
113	Goytia Enterprises Company	El Paso	TX	Edgar Goytia
114	AB Powers	El Paso	TX	
115	Acebo Solutions	El paso	TX	Victor
116	Mickey Mouse	Irvine	TX	AD

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor/ Donor Information:

Full Name	<u>Tyler Daniels Owner</u>
Business Name	<u>Dantex General Contractors, Inc.</u>
Agenda Item Type	<u>2024-0483 Medical Center of Americas Clinic</u>
Relevant Department	<u>Capital Improvement / Purchasing & Strategic Sourcing</u>

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



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

OR



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

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

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

Signature: _____



Date: 5/1/2024



Legislation Text

File #: 24-972, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

Planning and inspections, 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? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF 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
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.

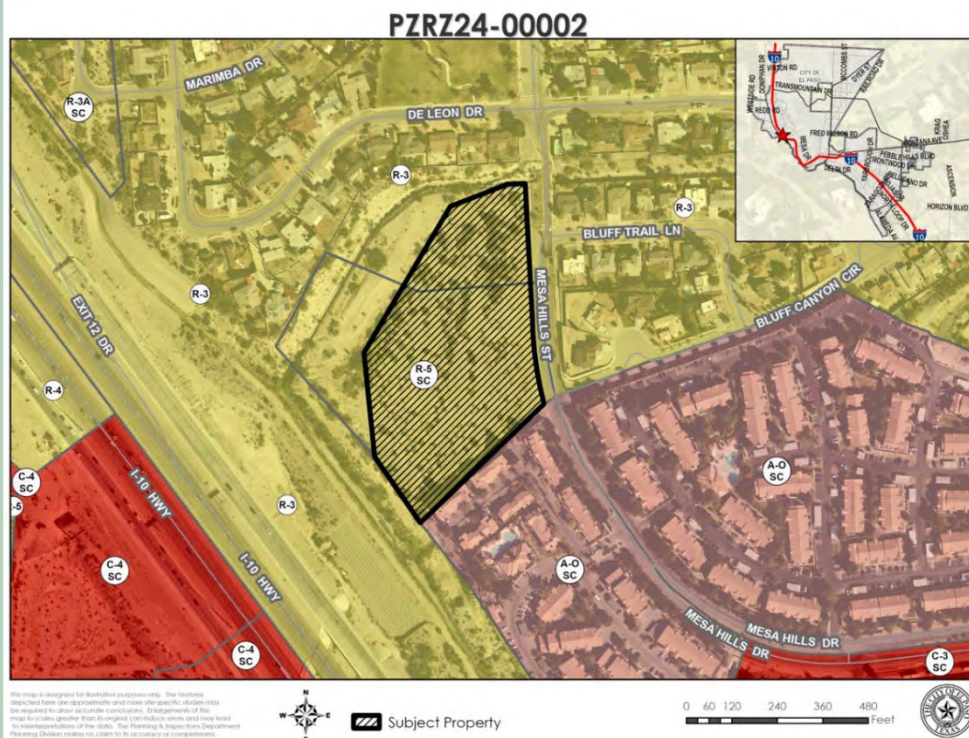


Figure A. Subject Property & Immediate Surroundings

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.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban (Walkable): This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</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>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>A-3 (Apartment) District: The purpose of these districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</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>Preferred Development Locations: 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>

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:	
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.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The property lies within the Hillside Development Area. This is scheduled to be presented to the Open Space Advisory Board (OSAB) on June 18, 2024 .
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: 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.
Stability: Whether the area is stable or in transition.	The area is stable with no rezoning within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: 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



ATTACHMENT 2



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 26th 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 curve;

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

EXHIBIT "A"

MAY 16 1984

DEPARTMENT
OF PLANNING

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

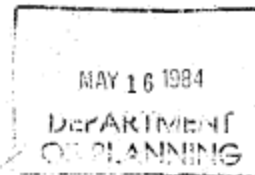
Robert R. Seipel

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;

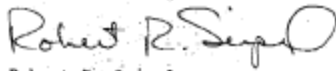
THENCE, 215.15 feet along the arc of a curve to the left, having a radius of 692.58 feet, a central angle of $17^{\circ} 47' 57''$ and a chord which bears South $00^{\circ} 41' 46''$ West, a distance of 214.29 feet to a point for a corner;

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 $86^{\circ} 07' 49''$ West, a distance of 2504.26 feet to the TRUE POINT OF BEGINNING of this description;

THENCE, South $48^{\circ} 24' 14''$ 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 $41^{\circ} 35' 46''$ 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 $26^{\circ} 13' 00''$ East, along said boundary line, a distance of 306.51 feet to a point for a corner;

THENCE, South $60^{\circ} 19' 22''$ East, a distance of 278.60 feet to a point for a corner;

THENCE, North $67^{\circ} 06' 22''$ East, a distance of 144.29 feet to a point for a corner;

THENCE, North $84^{\circ} 00' 00''$ East, a distance of 190.00 feet to a point for a corner;

THENCE, South $06^{\circ} 00' 00''$ East, a distance of 150.79 feet to a point for a curve;

THENCE, 170.03 feet along the arc of a curve to the left, having a radius of 700.00 feet, a central angle of $130^{\circ} 55' 02''$ and a chord which bears South $12^{\circ} 57' 31''$ 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

84-4953

PARCEL 5
FROM R-3 TO A-2

EXHIBIT "E"

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.

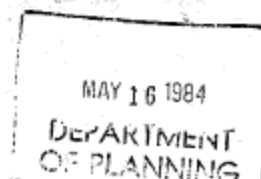
SUB-LAND, INC.
Consulting Engineers -- Land Surveyors

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 14th 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 64, 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-17 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.

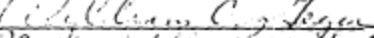
The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

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

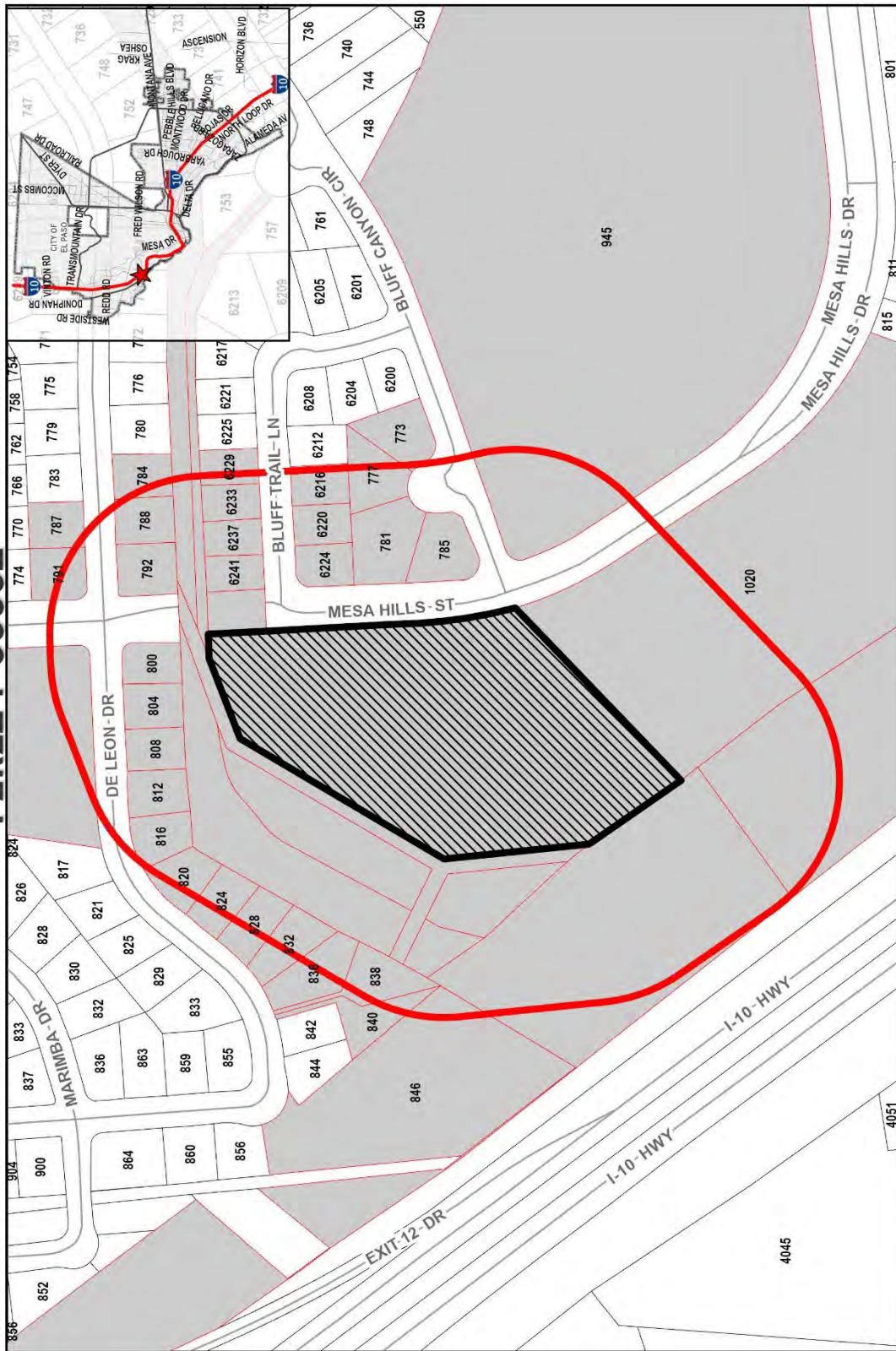
No comments received.

El Paso County Water Improvement District #1

No comments received.

ATTACHMENT 5

PZRZ24-00002



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.

Subject Property
300 Feet Notice Area
Notified Properties

0 60 120 240 360 480 Feet



ATTACHMENT 6

From: [Desirae Manzanares](#)
To: [Canales, Chris](#); [District #8](#); [Naranjo, Juan C.](#)
Cc: rfonseca001@elp.rr.com; 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. [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.

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.

cid:image003.png@01DA84EA.EF336EF0



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 BELZON	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	ALAN + CARMEN KONDRAT	832 MARIMBA DR	AKONDRAT@YAHOO.COM	915-164-5824
5	ALAN KONDRAT	832 MARIMBA DR	AKONDRAT@YAHOO.COM	915-164-5824
6	CARMEN KONDRAT			
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	"	NINA.TITOVET@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 Jimenez	672 Bluff Canyon Cir	RJimenez001@ELPASO.CO.EDU	915-329-2880
2	Dominic Jimenez	672 Bluff Canyon Cir	" "	" "
3	Stanley B. B. B.	679 BLUFF CANYON CIRCLE NO		915-449-5750
4	Carmen R. R.	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 Schwartz	690 Bluff Canyon Cir	EL PASO TX 79912	
8	Kenneth Schwartz	690 Bluff Canyon Cir		915 433 5627
9	Elizabeth Zamora	697 Bluff Canyon Cir	79912	(915) 533 252-6025
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	Luz Izaco Flores	6201 Bluff trail Ln	ayda.flores@gmail.com	913-861-4080
3	Josely 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	lnesbittarronte@gmail.com	915 355-7711
4	Fernando Arronte	741 Bluff Canyon	arrontes@hotmail.com	915. 355.7711
5	Joaquin Sanchez	737 Bluff Canyon	joaquin.srz@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.Rossy@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				

-6

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	
13				

-7-

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	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- <i>AS</i>
4	Erik Simmonds	619 Bluff Canyon Cir	ea.simmonds@hotmail.com	915-525-5273
5	UOLIO NAVARRO	621 BLUFF CANYON	<i>[Signature]</i>	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	DARYN 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 <i>[Signature]</i>

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	nellygpery@sbcglobal.net	915 820 50 20
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	jarmez@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	taniamx122@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	IRMA VALENZUELA	6221 BLUFF TRAIL LN	IRMAVALENZUELA@GMAIL.COM	915 487 5179
2	SONIA ACOSTA	6213 BLUFF TRAIL LN	SOACOSTA67@GMAIL.COM	310 818-6996
3	RAUL AYALA	785 BLUFF CANYON CIR	AYALARD7@GMAIL.COM	(915) 867 0494
4	JESUS ACUNA	6208 BLUFF TRAIL LN.	PIERCENYDOL@GMAIL.COM	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	CUSTOMCREATIONS PRODUCTS@GMAIL.COM	
8	PATSY CUNYLA	785 BLUFF CANYON CIR	PATSYDOLBYNA@GMAIL.COM	
9	ALMA S. NUÑEZ	6217 BLUFF TRAIL	ASHUNEZ15@GMAIL.COM	(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	FERNYBEN	6209 BLUFF TRAIL LN	FERNYBEN11@HOTMAIL.COM	915 222 9596
13	PABLO FLORES	6201 BLUFF TRAIL	PABLOIFLORES@GMAIL.COM	(915) 633 2535

-10-

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

-11-

13

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	(915) 490-2474
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	rgonzalez29789@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@bbvs.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

- 12 -

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	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@fsglobal.net	915-332-6588
6	FEDERICO ANDRÉS	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@fsglobal.net	915-637-9636
13	MARIANNE HANSEN	761 CASTLE	ADKREEPIC33@AOL	915-203-3546

-13-

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	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) 787-9075
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	John Miller	836 Marimba	h240024@icloud.com	915-401-4082
9	John Miller	836 Marimba		
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

-15-

10

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	EPWHL@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				
12				
13				

-16-

back 8 / front 14

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.	LizRey08@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.	imawall@gmail.com	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

-17/

8

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

-18-

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
7				
8				
9				
10				
11				
12				
13				

-19-

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	Ricardo Joo Borsini	856 MARIMBA DR EL PASO, TX 79912	rfloresvborborsini@elpasohousing.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 Dr	mando777@elpasohousing.com	915-478-0880
12	Shannon Jordan	825 Somerset Dr	jordause@sbeglobal.net	915-276-3179
13				

-20-

18

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	Honnel Rubio	745 Bluff Canyon Cir	Rubio Honnel 82 @ yahoo.com	915-433-2310
2	Wosie Apodaca Rubio	745 Bluff Canyon Cir		915-861-4844
3	Luis Herrera	6204 Bluff Trail Ln		915-274-6588
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	dasnells@earthlink.net	915-478-0208
8	Cyrene Smelser	675 Bluff Canyon Cir	cyrene@earthlink.net	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	Johnita L. Margarita	648 Bluff Canyon	queensanttygal@aol.com	915-593-0106
12	R. Cunningham	828 De Leon	N/A	
13	Margaret Cunningham	828 De Leon		
14	Jose Antonio Aldrete	6450 BELTAN RD.	joancub@yahoos.com	915-726-2783
15	Margaret Rahman	6209 Monarch	maggpro@gmail.com	915-875-4663
16	Marco A. Flores	820 de Leon	iflores4132@gmail.com	915-315-0339

-21-

14

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.	bbustillos37@gmail.com	(915) 637-6769
6	Dr Rutteiz	672 6372 MONTE ALI	---	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. Hudby	7157 Elcagion Dr.	JHudby1957@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	1460 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 Castle Ave	rmt3500@yahoo.com	915-24-2413
9	Rebeca Kirkpatrick	754 Castle Ave	rebeca754@yahoo.com	9153737292
10	Diana Gomez	737 Castle Ave.	dgomez-113@yahoo.com	(915) 474-2612
11	Ivan Torres	737 Castle 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	codyvaldeze@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.

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	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>

Case PZRZ24-00002 Mesa Hills and North West of Sunland Park

1 message

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

Good morning JC,
Please see below message received. Thank you.

Kevin

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

Some people who received this message don't often get email from odajennys@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

You don't often get email from elsapasanen@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

[You don't often get email from wittmannkristi1960@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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.

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

You don't often get email from dgomez_113@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

[You don't often get email from maggpr@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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.

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

Some people who received this message don't often get email from dbiwelch@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

You don't often get email from cdherrera22@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

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

You don't often get email from carolina5862@hotmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

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

You don't often get email from chresper2@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

You don't often get email from linda.psantoscoy1@farmersagency.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

<http://www.farmersagent.com/psantoscoy1>



Offering:

Auto • Home • Life • Business • Mutual Funds* • Variable Universal Life*

Variable Annuities* • IRAs* • 401(k)s* • 529 College Savings Plans*

*Securities offered through Farmers Financial Solutions, LLC, Member [FINRA](#) & [SIPC](#)

Securities offered through Farmers Financial Solutions, LLC. Member FINRA & SIPC.

Farmers Financial Solutions, LLC (FFS) does not accept trading instructions via voice mail, text messages, email, instant messaging, or fax. Please do not transmit orders or instructions regarding an FFS account by email. For your protection, FFS does not accept and act on such instructions. If you wish to enter a buy or sell order immediately, please speak directly with your financial services agent. Emails, faxes, and voicemails may not be monitored daily, or after normal business hours, and cannot be relied upon to timely communicate your wishes.

This email communication contains information which is confidential. If you are not the intended recipient of this email, you are hereby notified that any disclosure, copying, distribution or use of its contents is prohibited.

From: 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

You don't often get email from wnoelmc@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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; [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](#)

Some people who received this message don't often get email from j_kareh@hotmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

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

You don't often get email from marcoafloresm@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

You don't often get email from issa.atiyah@hotmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

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

You don't often get email from catsoderberg@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

You don't often get email from waxelrod@att.net. [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.

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

You don't often get email from familee90@aol.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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.

<canalesjc@elpasotexas.com>:

550: 5.4.1 Recipient address rejected: Access denied. [SA2PEPF00003AEA.namprd02.prod.outlook.com 2024-04-15T23:29:39.993Z 08DC5A5508F571B4]

----- Forwarded message -----

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

You don't often get email from susarredondo@gisd.k12.nm.us. [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.

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
Subject: PZRZ24-00002
Date: Friday, April 19, 2024 6:00:23 PM

You don't often get email from margaritam10@hotmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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
Subject: Rezoning of Mesa Hills
Date: Tuesday, April 30, 2024 7:26:00 AM

You don't often get email from aureliamt@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

Some people who received this message don't often get email from almarosareyes915@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

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.

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

You don't often get email from roblesadriana@ymail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

[Sent from Yahoo Mail for iPhone](#)

Begin forwarded message:

On Saturday, May 4, 2024, 9:58 AM, Adriana Robles <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> 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

Some people who received this message don't often get email from lauritzensusana@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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 ☐ susanalauritzen.com





ATTENTION! The information contained in this email may be CONFIDENTIAL and PRIVILEGED. It is intended for the individual or entity named above. If you are not the intended recipient, please be notified that any use, review, distribution or copying of this email is strictly prohibited. If you have received this email by error, please delete it and notify the sender immediately. Thank you.

If you wish not to receive emails from this address reply with the word unsubscribe in the subject line.

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

[Some people who received this message don't often get email from selias14@hotmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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.

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

You don't often get email from iwall@sbcglobal.net. [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.

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

You don't often get email from sdaknat@aol.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

RE: 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

Some people who received this message don't often get email from cmandell1@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

Some people who received this message don't often get email from kennyeddy@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

You don't often get email from jc69john@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

[Sent from Yahoo Mail for iPhone](#)

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

You don't often get email from porkeepie33@aol.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

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

You don't often get email from gnumark@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

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

Some people who received this message don't often get email from yazmin.anaya.rdz@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

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
To: [Naranjo, Juan C.](#)
Subject: Bluff Trail Low Income Housing
Date: Sunday, May 12, 2024 11:17:09 AM

You don't often get email from cphourigan@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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 Hills 79912
Date: Sunday, May 12, 2024 1:25:46 PM

[You don't often get email from aoaxaca01@att.net. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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.

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.

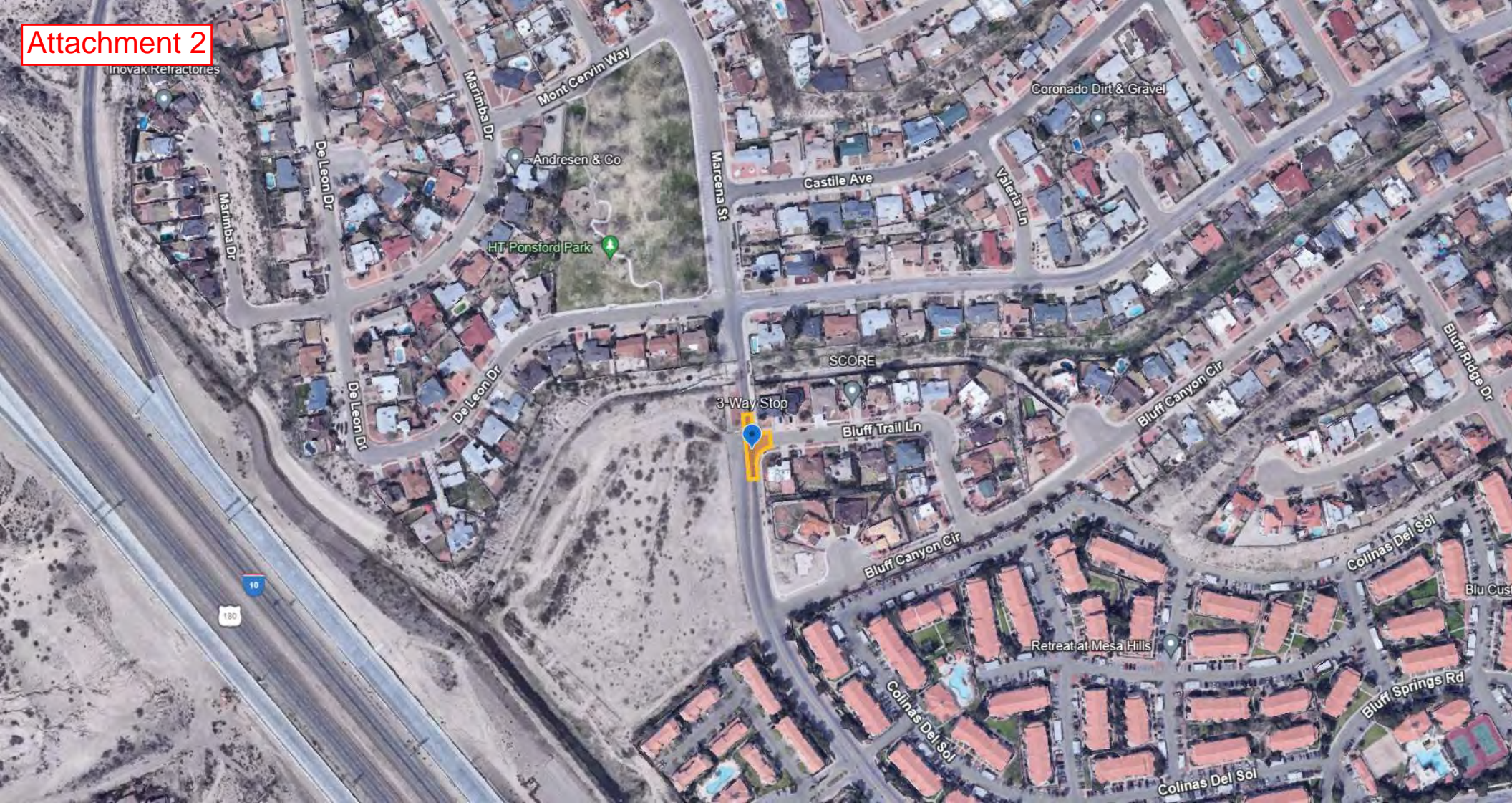
My husband and I vehemently oppose this project.

Alma and Alfonso Oaxaca

Sent from AT&T Yahoo Mail for iPad



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](#)

Some people who received this message don't often get email from janunez1963@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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. 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

Some people who received this message don't often get email from 1mazarate1@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

You don't often get email from barlarvaugh@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

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

You don't often get email from cgbdata@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

You don't often get email from tsilva@vitalant.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.

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

You don't often get email from llopez@lelopezlaw.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

Licensed in Texas and New Mexico

Board Certified Specialist in Criminal Law and Criminal
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.

CONFIDENTIALITY & VIRUS NOTIFICATION

The sender of this e-mail message performs professional services on behalf of attorneys and their clients. The information contained herein (including any attachments) is confidential and may be legally privileged. If you are not the intended recipient of this message please notify me immediately. Do not review, copy, save, forward, or print this email or any of its attachments. Please immediately delete and/or destroy this email and its attachments. Although this e-mail is not intended to contain any virus or defect, you are responsible for

ensuring that no virus or defect exists that may affect your computer. The sender disclaims any responsibility for any loss or damages arising from any virus or defect associated with this e-mail. 18 U.S.C. Sections 2510-2512.

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

You don't often get email from mdkirkpa1@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

[You don't often get email from noemi.encina@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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.

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
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](#)

Some people who received this message don't often get email from llopez@lelopezlaw.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

Licensed in Texas and New Mexico

Board Certified Specialist in Criminal Law and Criminal
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.

CONFIDENTIALITY & VIRUS NOTIFICATION

The sender of this e-mail message performs professional services on behalf of attorneys and their clients. The information contained herein (including any attachments) is confidential and may be legally privileged. If you are not the intended recipient of this message please notify me immediately. Do not review, copy, save, forward, or print this email or any of its attachments. Please immediately delete and/or destroy this email and its attachments. Although this e-mail is not intended to contain any virus or defect, you are responsible for ensuring that no virus or defect exists that may affect your computer. The sender disclaims any responsibility for any loss or damages arising from any virus or defect associated with this e-mail. 18 U.S.C. Sections 2510-2512.

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 16TH 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	Harold 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	Walter Dore	832 DE LEON DR.		(915) 2667-2367
10				
11				
12				
13	Edna	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 Narraño, (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				
5				
6				
7				
8				
9				
10				
11				
12				
13				

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.

PUBLIC HEARING DATE TIME LOCATION CASE MANAGER & PHONE NUMBER
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 Cr	REVEATKINSON.TN@YAHOO.COM	(956) 434-3016
2	Michelle Atkinson	582 Bluff Canyon Cr	mrsatmoke@gmail.com	915-373-7397
3	Erin Ramirez	642 Bluff Canyon Cr	er Ramirez 2003@yahoo.com	915-533-1333
4	Rafael Vega	642 Bluff Canyon Cr	eva. Ram 42@yahoo.com	(915) 826-7804
5	Melissa Ramney	6212 Bluff Trail W.	RAMAYLVEGA@Yahoo.com	(915) 808-2522
6		828 Marimba	Mramney98@gmail.com	915-494-3872
7				
8				
9				
10				
11				
12				
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	Denise S. Hernandez	6208 Monarch Dr. El Paso 79912	Denise@dsh-paralegal.com	(915) 494-7574
2	MICHEL HERNANDEZ	6208 Monarch Dr.	mhernandez1022@yahoo.com	(915) 494-7558
3	MICHEL HERNANDEZ	6208 Monarch Dr.	michel.hernandez@gmail.com	(915) 218-0991
4	MICHEL HERNANDEZ	724 Delon d		(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		915-588-6083
8	Jorgeina Lagarde	6212 Monarch	tosla210@gmail.com	(915) 373-1571
9	Oscar La Zalde	6213 Monarch		(915) 202-4373
10	BEN IBARRA	6213 Monarch Dr	benibarra@yahoo.com	(915) 355-6579

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	RAYMUNDO DIPASUPL JR	691 BLUFF CANYON CIR.	mindajun@gmail.com	915-549-6318
2	LIZVIMINDA DIPASUPL	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

7
8
9
10
11
12
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 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	Remelia Lopez	400 Francisco	pichardlopez@aol.com	(915) 471-3077
2	Melissa Cress-Gonzalez	613 Bruce Canyon Cir	mech.gonzalez@comcast.net	915-881-3136
3	JIM MULLIGAN III	4232 Palo Alto	AH3THOU@aol.com	915-238-7603
4	Christine Stora Stora	348 Clairemont		
5	Martina Heltz	6216 Bluff Trail Ln	shemurrelle@gmail.com	(915) 999-5694
6	Michelle de Lara	6216 Bluff Trail Ln	SDemichelle@gmail.com	(915) 850-5694
7	John Macias	657 Bluff Canyon Cir	Jmacias2011@sbccglobal.net	915-888-0507
8	GABRIEL GONZALEZ	7427 MULE TEAM DR	GABRIELGONZALEZ@GMAIL.COM	(915) 479-7879
9	AURELIA MATA	60337 Bluff Trail	aureliant@yahoo.com	915 474-7937

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	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				

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	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		915 422-4336
6	Samuel Funes	455 Francisco		(915) 555-1242
7	Alejo Gervell	441 Francisco		915-219-1283
8	Héctor Rivas	437 Francisco		915-231-0417
9	Norma Pena	417 Francisco		915-5876871
10	Alexandra Ayala	409 Francisco Ave		915-355-1559
11	Juli Gutierrez	404 Francisco Ave		915-422-8229
12				
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	Agueda N. Camacho	6759 Fiesta Dr.		(915) 630-7993 *
2	Monica Leos Munkue	6760 Fiesta Dr.		(915) 373-0722 *
3	Ratrick Leos Munkue	6760 Fiesta Dr.		915-497-0122 *
4	Ratrick Leos Munkue	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			(915) 777-2156
12	Leticia Osegueira	740 Castle Ave.		(915) 999-5645
13	Ernesto Vazquez	740 Castle Ave.		

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	Leticia G. Mde 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 / 8 Buser	712 Castle Ave		915 667 5232
8	Richard English	6336 Monmouth		915 777 2525
9	Maximo Canales	767 Castle Ave		915 867 8921
10	Isabella Canales	767 Castle Ave		915 503 6969
11	Adriana Perez	6336 Monmouth		915 663 5232
12	Luz Maria Enquist	6336 Monmouth		915 479 0762
13	Kingslyne Sendel	713 Castle		915 433-3069

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	Genaro Cedillos	748 Somerset	genarocedillos@gmail.com	(915) 443-2771
2	Robert Laird	740 Somerset	rlaird1448@aol.com	915 588-9777
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.	bonnie.lu511@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 0818
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		

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	Margaret R. Stettin	317 Granada		915-494-4405
2	Patricia Soto	317 Granada		
3	Rosie Tarrin	204 Granada		915-525-0720
4	Arden Tarrin	204 Granada		915-204-0038
5	Long Elizabeth	765 Somerset Dr		915-383-7805
6	Marta Rodriguez	761 Somerset Dr.		915-203-1053
7	Walter Rodriguez	638 Bluff Canyon		
8	Arden Tarrin	725 Somerset		915-241-5061
9	Emi Mariano	733 Somerset		915-204-3259
10	Mickie Mariano	733 Somerset		915-291-7584
11	Desiree Mariano	733 Somerset		915-315-8458
12	Suley Gutierrez	6028 Fandango Pl		(915)-503-7090
13	Juliana Hernandez	6028 Fandango Pl		

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	KUZ M. Stephan	604 Somerset	lnstep239@gmail.com	915 549-6259
2	POA Stephan	604 Somerset	dstephan@coche.net	915-833-4767 588-0200
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
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

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	Walter Julius	652 Bluff Canyon Ln	rallybluff@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	Heinz Ojeda	812 De Leon Dr.	carlosept4915@gmail.com	(915) 540-1758
8	Carlos Herrera	826 Marimba	ili.vetarina@gmail.com	(915) 240-0090
9	Iliana 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 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	Dorothy Miranda	217 Espana Ln	-	915-585-3343
2	Barbara Sill	401 De Soto Ave		915-833-8165
3	Karen Sanchez	205 Cavities. 7912	stef	915-355-8165
4	JEFF McKinley	400 De Soto		915-740-9817
5	Sandra Salcido	400 De Soto		915 833-0896
6	Patricia Butten	221 Copeland		915. 588. 3214
7	STEVE LAMASER	220 ESPANA		915-373-6970
8				915-471-7588
9				
10				
11				
12				
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 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	afaguila@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

13

12

11

10

9

8

7

6

5

4

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. Acuña Rodriguez	800 Hiram	lucy@y2hoo.com	(915) 309-9427
2	Raelson Rodriguez	800 Hiram	leo_r76@y2hoo.com	(915) 433-7479
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
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 (915) 526-8431
Aria Lopez	6755 Fiesta Dr. El Paso, TX	79912 490/5200
Silvia Devani	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

You don't often get email from rmt3500@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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](#)

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.

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

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

You don't often get email from spencerius@hotmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

Some people who received this message don't often get email from christabring@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

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

[Some people who received this message don't often get email from rowenadip@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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.

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

[Some people who received this message don't often get email from mindajun@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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.

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; [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

You don't often get email from cecilia.duran@weststarbank.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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 | weststarbank.com

From: [Ricardo Gonzalez](#)
To: [Naranjo, Juan C.](#)
Subject: Opposition to project #PZRZ24-00002
Date: Wednesday, May 15, 2024 9:24:51 AM

You don't often get email from rgonzalez9789@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

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
Cc: deliaz@hotmail.com
Subject: Case:PRZ24-00002- OPPOSING Mesa Hills and Northwest of Sunland Park
Date: Wednesday, May 15, 2024 10:32:44 AM

You don't often get email from ms.deliafernandezsoto@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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

[You don't often get email from rocam06@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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.

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

You don't often get email from keenanmcl@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

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 <linda.psantoscoy1@farmersagency.com>

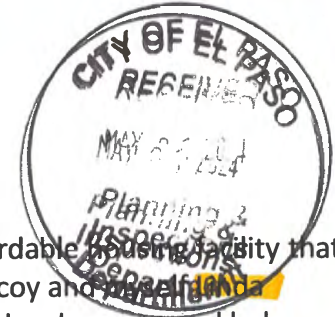
Mon 4/15/2024 12:39 PM

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 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

<http://www.farmersagent.com/psantoscoy1>



Offering:

Auto • Home • Life • Business • Mutual Funds* • Variable Universal Life*
Variable Annuities* • IRAs* • 401(k)s* • 529 College Savings Plans*

*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: [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](#)

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.

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



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

ElPasoTexas.gov | [Take Our Survey](#)



From: Frederic Dalbin <fdalbin@wrightdalbin.com>

Sent: Tuesday, April 30, 2024 10:57 AM

To: Naranjo, Juan C. <NaranjoJC@elpasotexas.gov>

Cc: Zamora, Luis F. <ZamoraLF@elpasotexas.gov>; Garcia, Raul <GarciaR1@elpasotexas.gov>;

Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>; Chavez, Tony <tchavez@ephome.org>

Subject: PZR24-00002 - 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.

It is my understanding that HOME is setting up a May 8th 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



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: Tuesday, April 30, 2024 at 10:26 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: 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

ElPasoTexas.gov | [Take Our Survey](#)



692 Bluff Canyon Circle - Santoscoy Household Mesa Hills Apartment Project Rejection

Linda Santoscoy <linda.psantoscoy1@farmersagency.com>

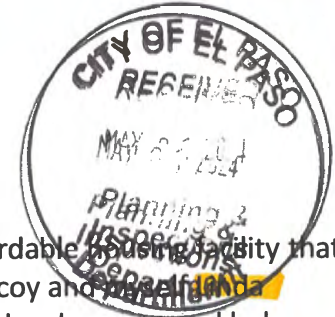
Mon 4/15/2024 12:39 PM

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 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

<http://www.farmersagent.com/psantoscoy1>



Offering:

Auto • Home • Life • Business • Mutual Funds* • Variable Universal Life*
Variable Annuities* • IRAs* • 401(k)s* • 529 College Savings Plans*

*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

You don't often get email from keenanmcl@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

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

File #: 24-985, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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.

An Ordinance amending the following provisions of El Paso City Code Title 20 (Zoning), Chapter 14 (Off-Street Parking, Loading and Storage Standards), Article I (Vehicular Parking), Section 050 (Parking Requirements and Standards) and Section 070 (Parking Reductions). The penalty is as provided in Chapter 20.24 of the El Paso City Code. [POSTPONED FROM 08-27-2024]

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

DEPARTMENT: Capital Improvement Department

AGENDA DATE: Introduction: July 30, 2024
Public Hearing: August 27, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez P.E., City Engineer, 212-1860

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 3 -Promote the Visual Image of the City

SUBGOAL: N/A

SUBJECT:

Discussion and action on an ordinance amending Title 20 (Zoning), Chapter 14 (Off-Street Parking, Loading and Storage Standards) Article I (Vehicular Parking), Section 050 (Parking Requirements and Standards), removing off-street parking minimums for property located within the Downtown, Uptown, and Surrounding Neighborhoods Master Plan area.

BACKGROUND / DISCUSSION:

On July 5, 2023, the El Paso City Council adopted the Downtown, Uptown, and Surrounding Neighborhoods Master Plan by resolution. Included in the adopting resolution was direction by the City Council to the City Manager to begin the implementation process of the Master Plan.

Subsequently, on October 10, 2023, a presentation was made to the City Council identifying specific code sections within Title 20 (Zoning) that necessitated amendment to allow for implementation of the Master Plan. By resolution on that date, City Council gave the City Manager direction to begin the process of making the identified changes and to bring them to City Council for adoption. Included within the recommendations was a proposed change eliminating minimum off-street parking requirements within the Plan area.

Finally, on June 27, 2024, the El Paso City Plan Commission recommended approval of the proposed change unanimously by a vote of 5-0. No letters in support or opposition of the proposed change have been received.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Gvette Hernandez

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FOLLOWING PROVISIONS OF EL PASO CITY CODE TITLE 20 (ZONING), CHAPTER 14 (OFF-STREET PARKING, LOADING AND STORAGE STANDARDS), ARTICLE I (VEHICULAR PARKING), SECTION 050 (PARKING REQUIREMENTS AND STANDARDS) AND SECTION 070 (PARKING REDUCTIONS). THE PENALTY IS AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, On June 23, 2023, the El Paso City Council adopted the Uptown, Downtown, and Surrounding Neighborhoods Master Plan; and

WHEREAS, In the adopting resolution, the El Paso City Council directed the City Manager to begin the implementation of the Plan; and

WHEREAS, The Plan identifies the elimination of off-street parking requirements as a key policy recommendation; and

WHEREAS, The City has conducted a parking occupancy study and determined there to be significant parking oversupply; and,

WHEREAS, eliminating off-street parking requirements will remove a significant barrier that is preventing the realization of the plan.

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

SECTION 1. That Title 20 (Zoning), Chapter 14 (Off-Street Parking, Loading and Storage Standards), Article I (Vehicular Parking), Section 050 (Parking Requirements and Standards) be amended and replaced as follows:

- D. Off-street parking. Off-street parking minimums shall not apply to properties in the Improvement District No. 3, established by Ordinance 736 and dated April 3, 1952 and also include all property within the Downtown, Uptown, and Surrounding Neighborhoods Master Plan boundary as depicted in Exhibit A.

SECTION 2. That Title 20 (Zoning), Chapter 14 (Off-Street Parking, Loading and Storage Standards), Article I (Vehicular Parking), Section 070 (Parking Reductions) be amended and replaced as follows:

- B. New Development in Redevelopment Areas. Up to a one hundred percent reduction for a use involving the new construction of a structure(s) that is proposed as a redevelopment project located within a redevelopment area or transit-oriented development corridor of the city. The applicant shall satisfactorily demonstrate compliance with all of the following conditions:

1. That the structure(s) is located within one of the following redevelopment areas: The Downtown, Uptown and Surrounding Neighborhoods Plan area as depicted in Exhibit A of Section 20.14.050.D., and any other redevelopment area or transit-oriented development corridor as may be recommended by the city plan commission and approved by the city council;
2. That the proposed building coverage on the lot is necessary for the proposed use, both in design and function necessitating the reduction; and
3. That no vacant areas exist within three hundred feet of the property where the proposed use is to be located that can be reasonably developed to accommodate the off-street parking requirements.

SECTION 3. Except as herein amended Title 20 (Zoning) of the El Paso City Code shall remain in full force and effect.

PASSED AND APPROVED this ____ day of _____, 2024.

THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

Additional signatures on following page

APPROVED AS TO CONTENT:

Alex Hoffman

Alex Hoffman, AICP, CNU-A
Capital Improvement Department
Capital Planning

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant Attorney

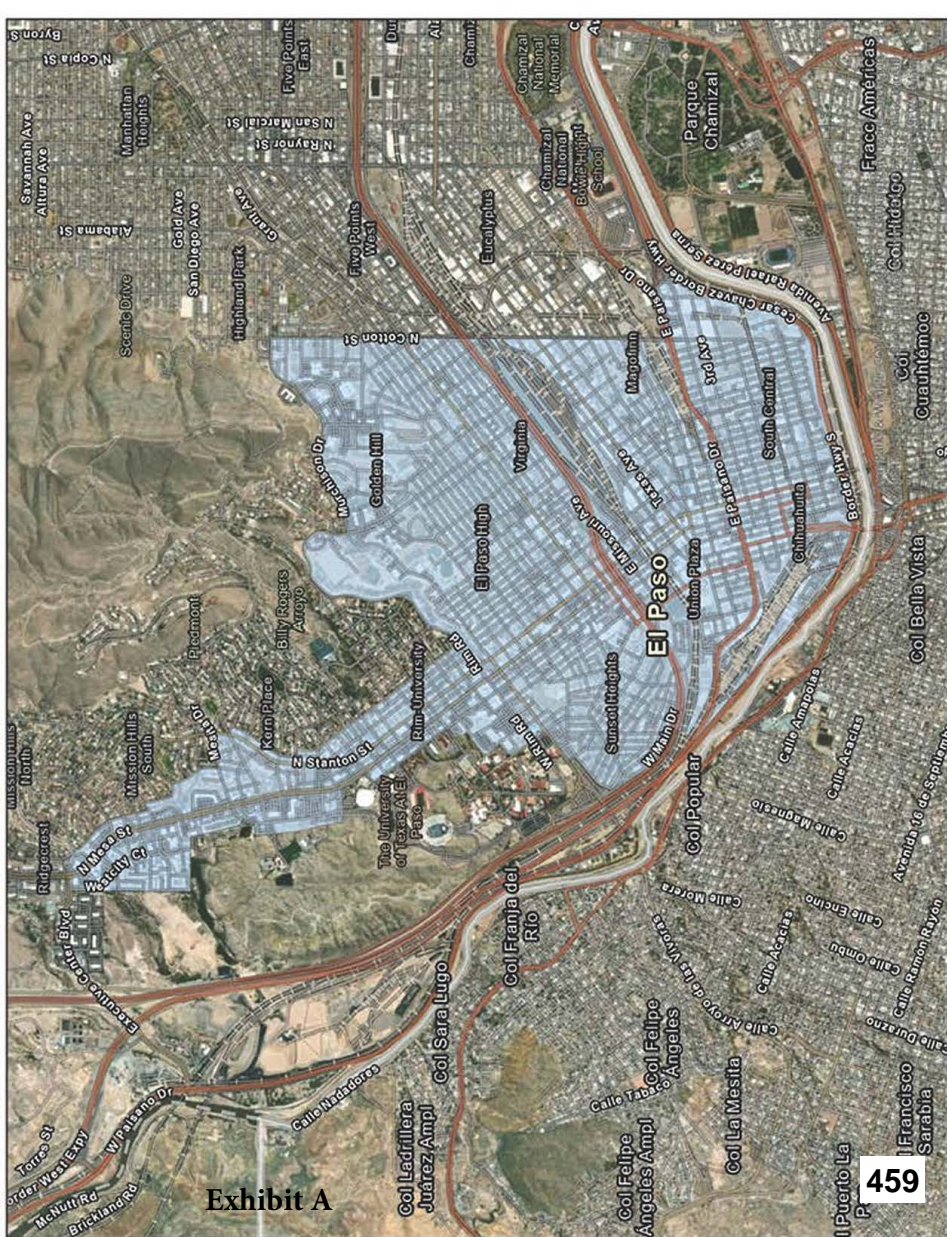


Exhibit A

An aerial, black-and-white photograph of a city street scene. On the left side of the street, there is a large, dark-roofed building with a gabled section. Adjacent to the building is a parking lot filled with numerous cars. To the right of the building, a wide, paved area, possibly a parking lot or a cleared lot, stretches towards the top of the frame. Further right, another parking lot with diagonal parking spaces is visible. The street runs vertically through the center of the image. The overall scene suggests an urban environment with potential for development.

UNLOCKING UPTOWN'S DEVELOPMENT POTENTIAL

PRESENTATION PURPOSE

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

- **To amend Title 20 (Zoning):**
 - Eliminate off-street minimum parking requirements within the Downtown + Uptown and Surrounding Neighborhoods plan area.

If approved, additional changes to the City Code may be required.

KEY TAKEAWAYS

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

- Downtown has a lot parking (too much) and has no off-street parking requirements
- Uptown has even more parking AND less development
- Parking hurts the City's (financial) bottom line
- Makes housing (and everything else) more expensive because the cost of “free” parking is bundled in the price of goods.

WHY ANALYZE PARKING?

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- Continuation of the Comprehensive Downtown Parking Study conducted by International Bridges in 2019;
- Implements the Downtown, Uptown, and Surrounding Neighborhoods Master Plan as directed by City Council in July 2023; and,
- Begins the implementation process of the Inclusive Neighborhoods Zoning Initiative as directed by City Council September 2023.



REFORMING PARKING REQUIREMENTS

THE CONCEPT

While El Paso's central business district allows developments to reduce parking through a special request process, it sets baseline requirements that are high relative to current auto ownership rates in the city and observed levels of use throughout the United States. These expectations are a key strategy to facilitate new development in DT+UT, especially for affordable housing options.

KEY STEPS

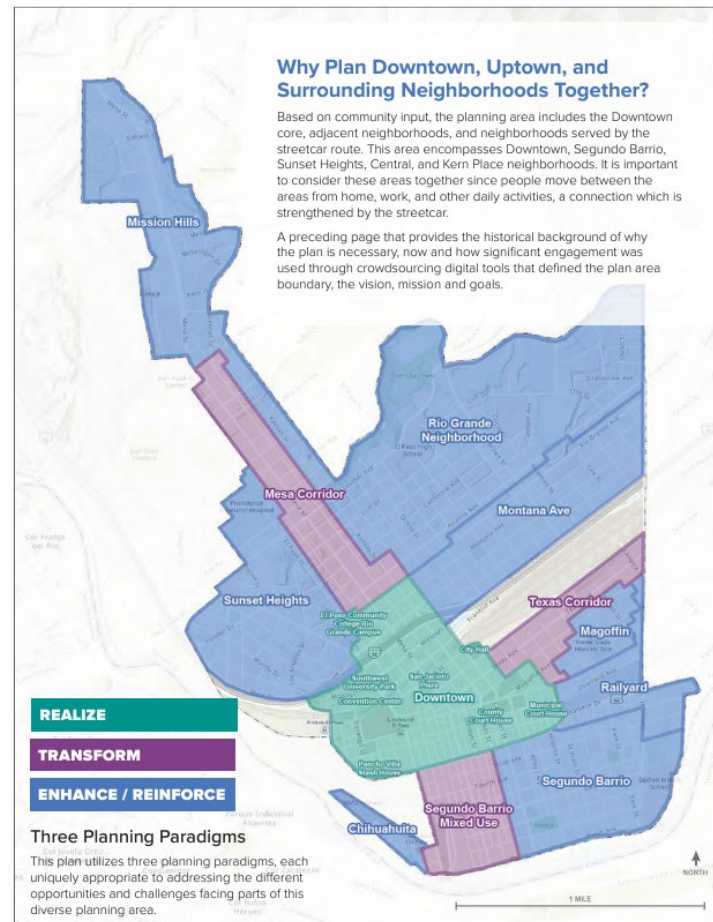
El Paso's progressive steps to implementing parking maximums should be complemented by eliminating parking minimums, allowing developers who wish to build no parking—or to utilize Downtown's larger parking market to meet customer and tenant demands—to do so as of right in development codes. A maximum requirement should be retained, as this ensures that parking is not overbuilt.

Land Use Type	Specific Use	Required Parking Ratio (from City Code of Ordinances)		Recommended Parking Ratio (DT + UT Plan)	
		Min	Max	Min	Max
Residential (Single and Multi-Family)	Duplex	2/dwelling unit		0/DU	2/DU
	Triplex	2/DU		0/DU	2/DU
	Quadplex	2/DU		0/DU	2/DU
	Single-family (attached/detached)	2/DU		0/DU	2/DU
	Age-Restricted (Senior) Apartment	0.7/DU		0/DU	0.7/DU
	Efficiency Apartment (Studio)	1/DU		0/DU	1/DU
	1 BR Apartment	1.5/DU		0/DU	1.5/DU
	2+ BR Apartment	2/DU		0/DU	2/DU
Retail	All types	1/360 sf GFA	1/250 sf GFA	1/360 sf GFA	1/250 sf GFA
Office	Office, Business	1/576 sf GFA	1/400 sf GFA	1/576 sf GFA	1/400 sf GFA

WHY ELIMINATE PARKING MINIMUMS

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

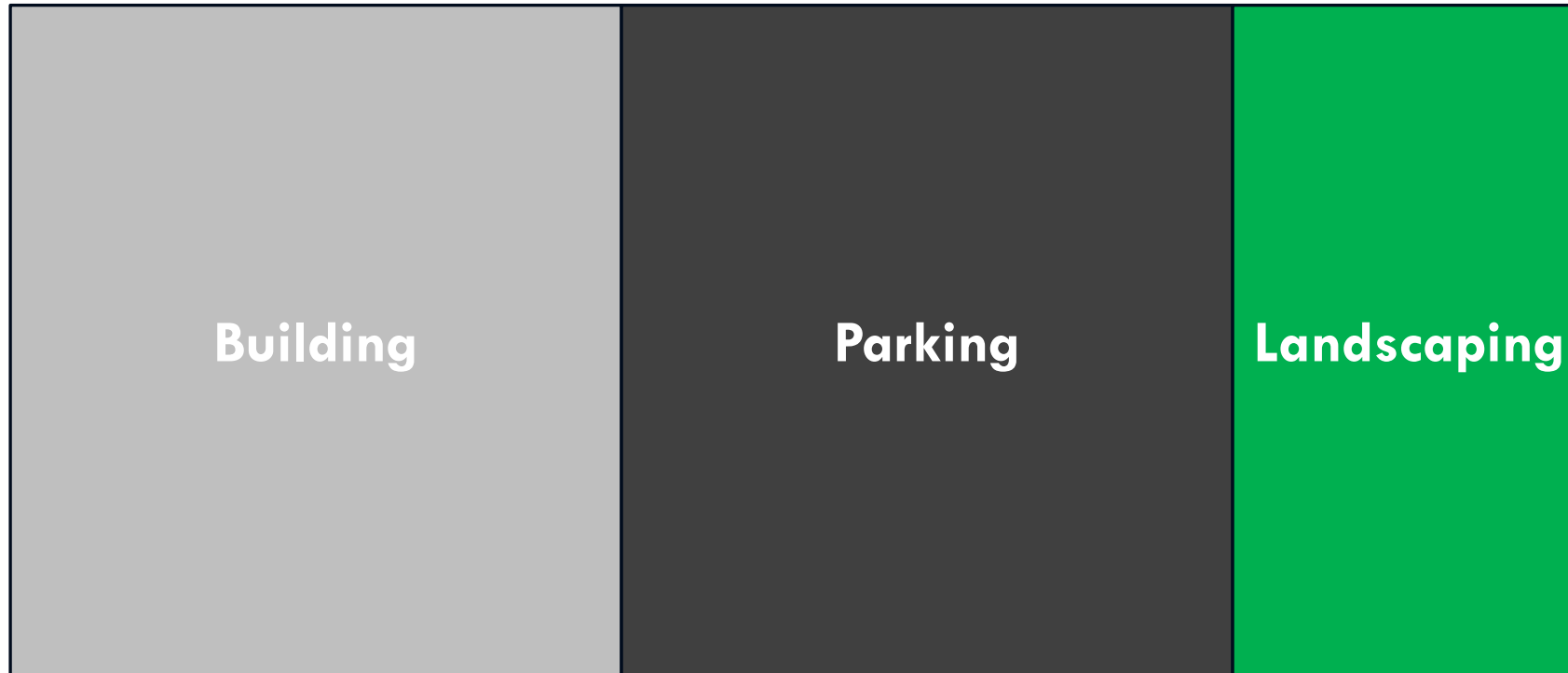


- The DT+UT & Surrounding Neighborhoods Master Plan (adopted July 2023) calls for the development of ~10,000 housing units
- Off-street parking requirements call for the reservation of otherwise buildable area for parking.

SITE PLANNING TRADE-OFFS

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



Changes in building area or use affect parking requirements

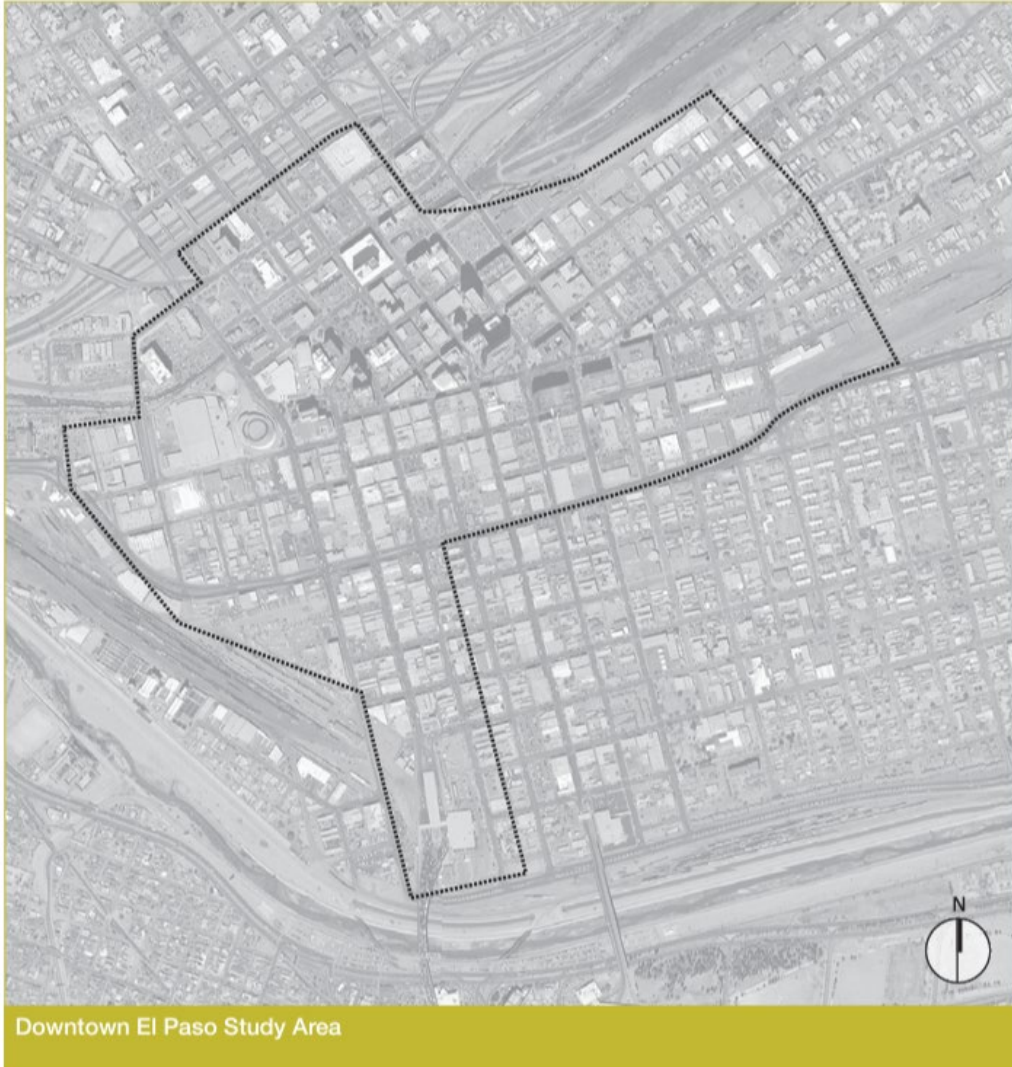
For every square foot of building, a parking ratio is required

For every square foot of building, a ratio of landscaped area is required

CURRENT DOWNTOWN OFF-STREET PARKING REGULATIONS

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



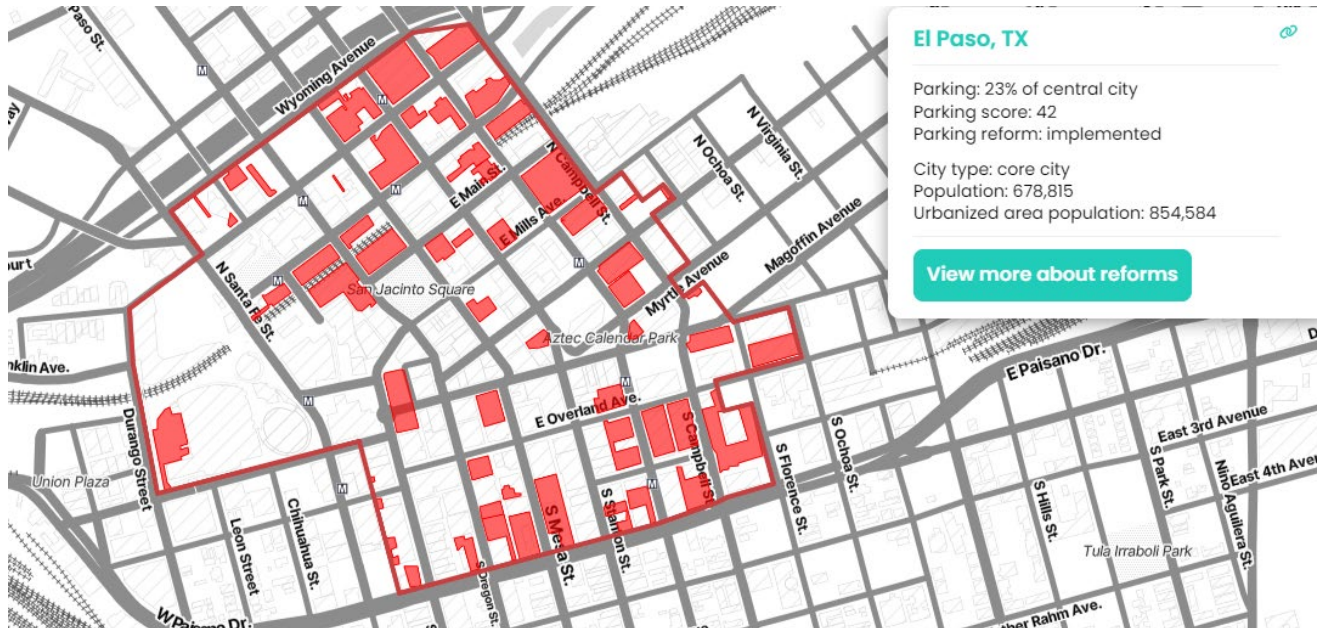
20.14.050.D. Off-street parking regulations shall not apply to properties in the Improvement District No. 3, established by Ordinance 736 and dated April 3, 1952. The boundaries of Improvement District No. 3 shall also include all property designated under the Downtown 2015 Plan.

Off-street parking minimums were eliminated for Downtown in support of the *2015 Downtown Plan*, as many of the properties located within the boundary have no off-street parking and do not comply with the Zoning Ordinance.

CURRENT DOWNTOWN OFF-STREET PARKING SUPPLY

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



An analysis of Downtown El Paso shows that despite no off-street parking requirements, nearly $\frac{1}{4}$ of all land is dedicated to surface parking.

A 2019 Parking Study commissioned by the International Bridges Department found that within Downtown there were 11,686 parking spaces—~2,200 on-street and ~9,400 off-street.

The study found an excess parking supply for Downtown of approximately 4,000 spaces.

Source: *Parking Reform Network*

Space reserved for the ASL
interpreter

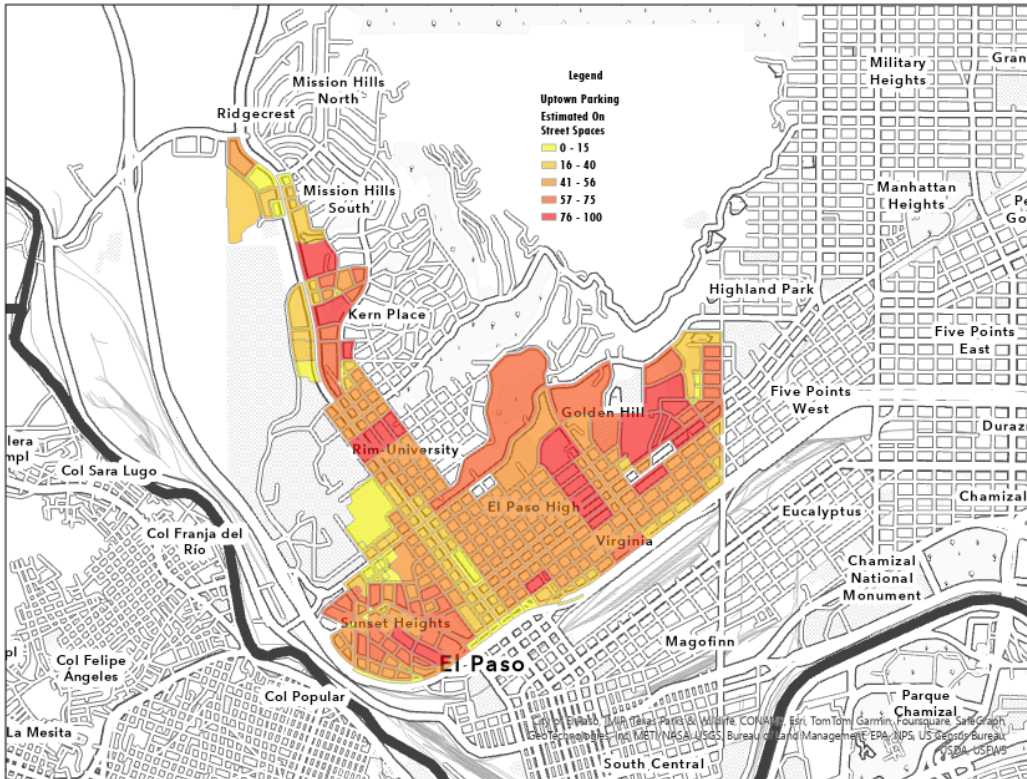
Do not move, modify, or add
any information on this box.

UPTOWN AREA EXISTING CONDITIONS

CURRENT UPTOWN AREA PARKING SUPPLY

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



RESIDENTIAL LOCAL COMPACT URBAN AREA TYPE
60 FT TOTAL ROW



Typical streets within the study area have 70' of total ROW.

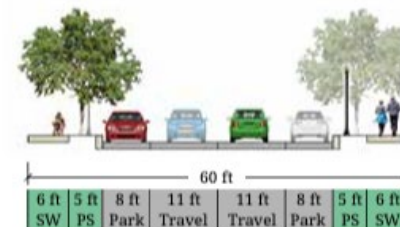
The street design accommodates on-street parking throughout the study area.

On Street Parking: 14,000

Off Street Parking (Excluding SFD): 12,600

Private Lots: 1,000

Total: ~27,000 parking spaces



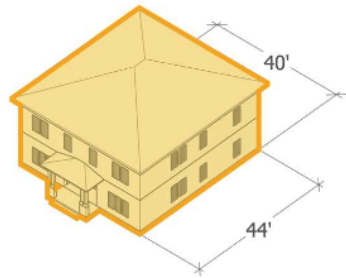
QUADPLEX CONFIGURATIONS AND LOT SIZES

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

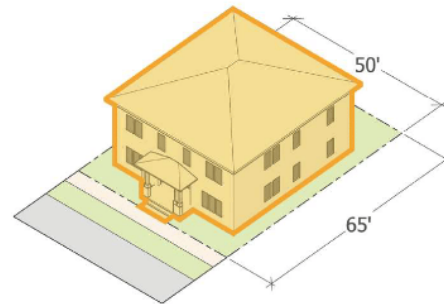
FOURPLEX VARIATIONS

FOURPLEX
ONE-BEDROOM UNITS



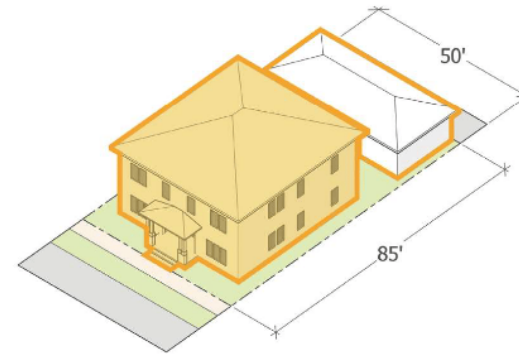
800 sf/unit

NO PARKING
(0 Spaces/Unit)*



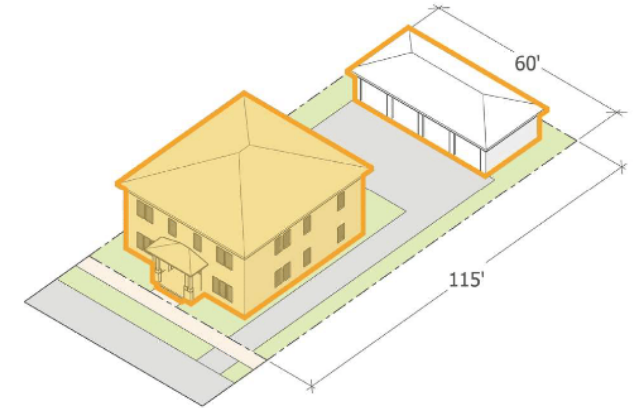
54 du/acre

ALLEY-ACCESS
(1 Space/Unit)*



41 du/acre

FRONT-ACCESS
(1 Space/Unit)*



25 du/acre

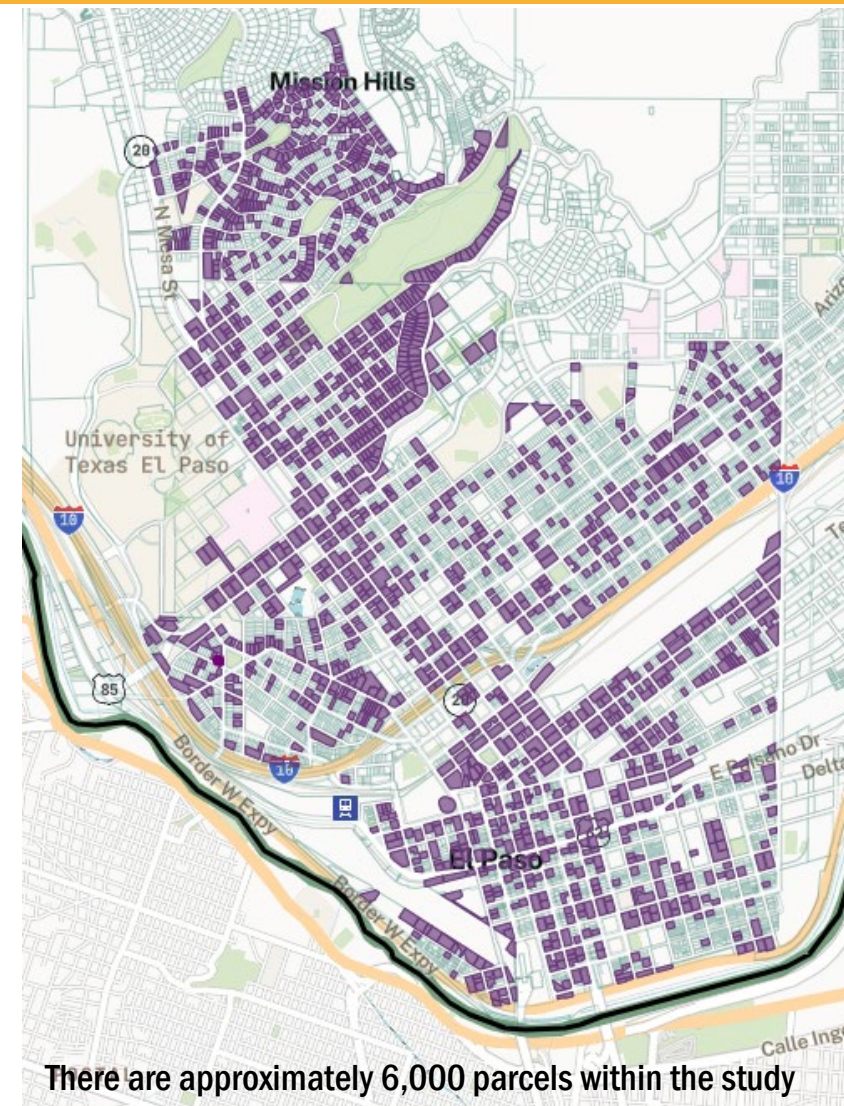
Existing conditions allow a fourplex one parking space/unit

TYPICAL STUDY AREA LOT DIMENSIONS

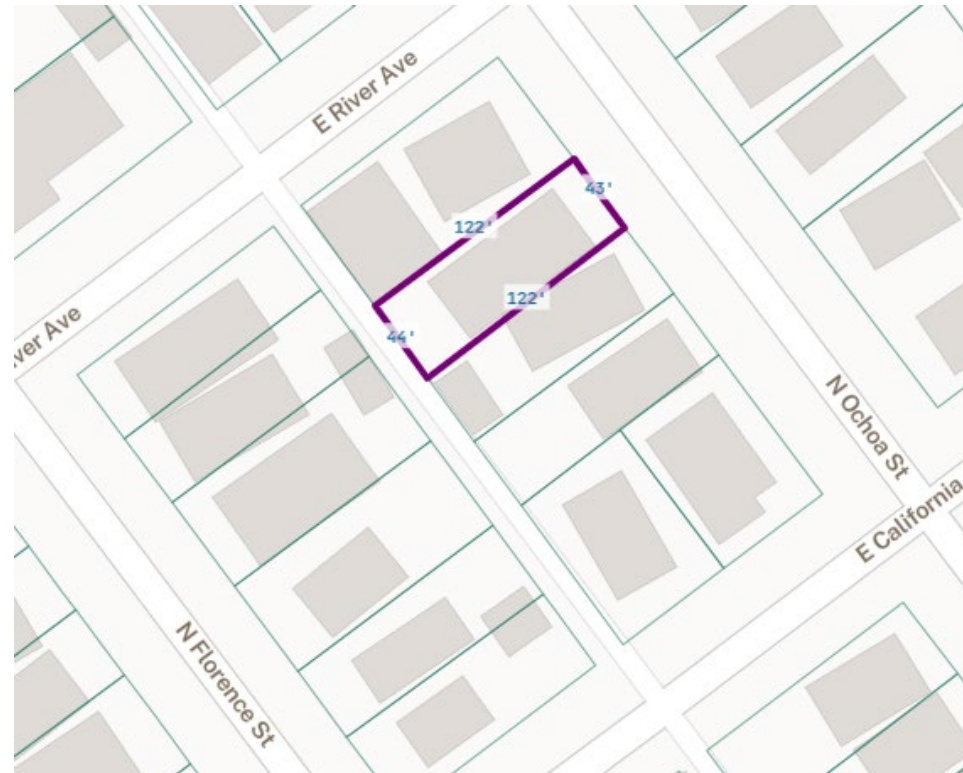
Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

In order to provide adequate off-street parking for a quadplex, lot widths must be 60' and lots must be at least 7,500 SF.



There are approximately 6,000 parcels within the study area. Only 29% are over 7,500 SF.



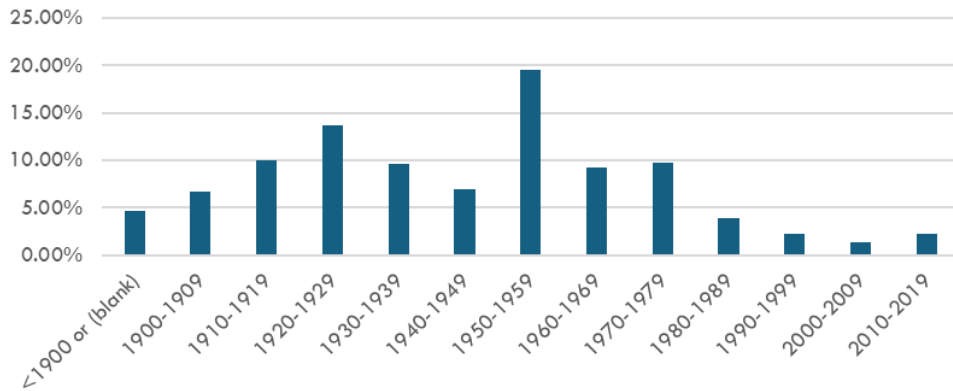
Typical lots widths within the study area range from 26 to 50 feet.

UPTOWN RESIDENTIAL DEVELOPMENT EXISTING CONDITIONS

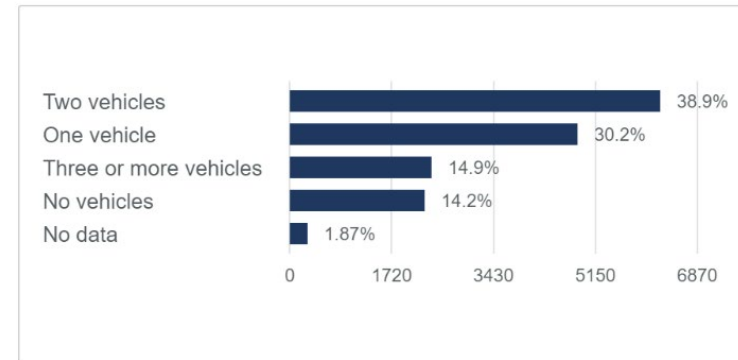
Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

Study Area: Year Built



Private Auto Availability



Pre-1940 Residential Building Characteristics	
Average Lot Size (SF)	6042
Average Living Area (SF)	2053
Lot Coverage	23%
Average Number of Garage Spaces	0.73
Share of Residential Properties With No Parking	55%

- **55% of residential properties were developed prior to 1930, before the City's zoning regulations and proliferation of automobile ownership.**
- **54% of residential properties have no off-street parking, while 21% have one space.**
- **11% of residents do not own a car, while 34% own one.**

Space reserved for the ASL
interpreter

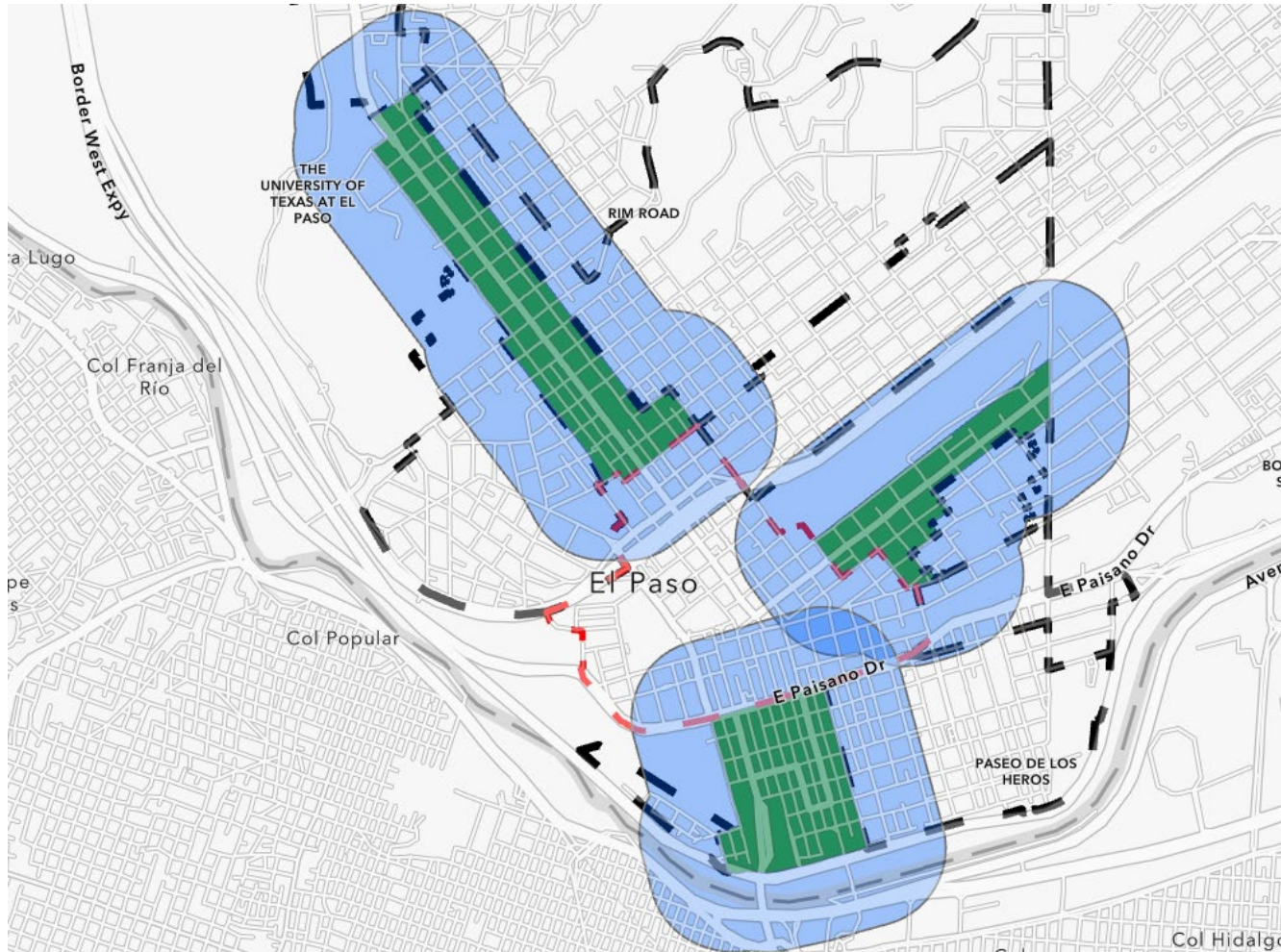
Do not move, modify, or add
any information on this box.

PARKING OCCUPANCY STUDY

ANALYZING MESA/STANTON CORRIDOR

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



- The Downtown + Uptown and Surrounding Neighborhoods Master Plan called for three areas to be Transformed.
- The Mesa/Stanton Corridor was selected because it calls for the greatest number of new units and is where parking meters demonstrate current parking is most in-demand.

VIDEO FEED PARKING STUDY BOUNDARY

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



- **Analyzed 11 streets (22 intersections) for approximately 2 weeks between October 2023 and February 2024, coinciding with UTEP being in-session.**

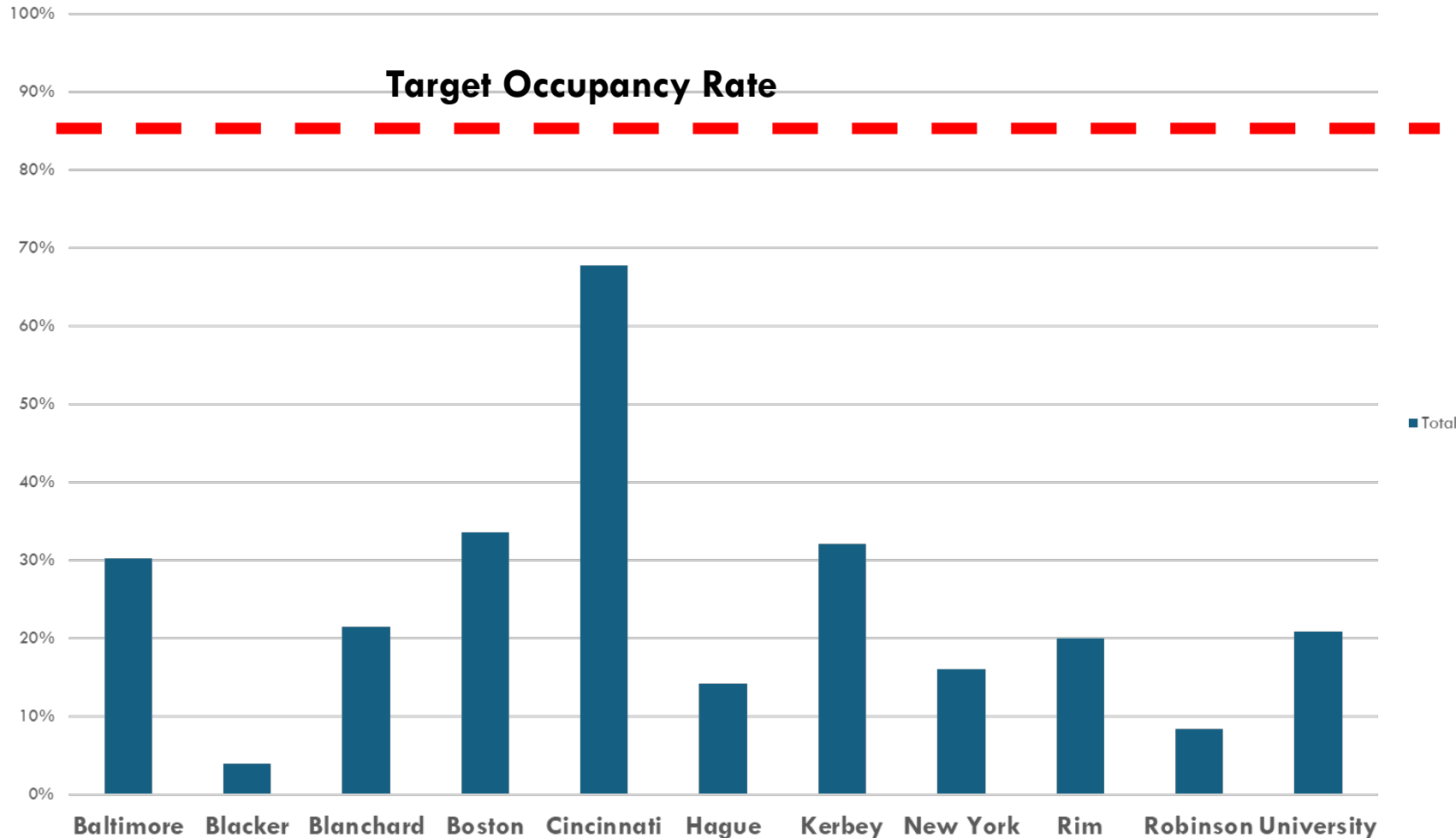
AVERAGE DAILY UTILIZATION RATES

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

Average Daily Utilization Rates

Target Occupancy Rate

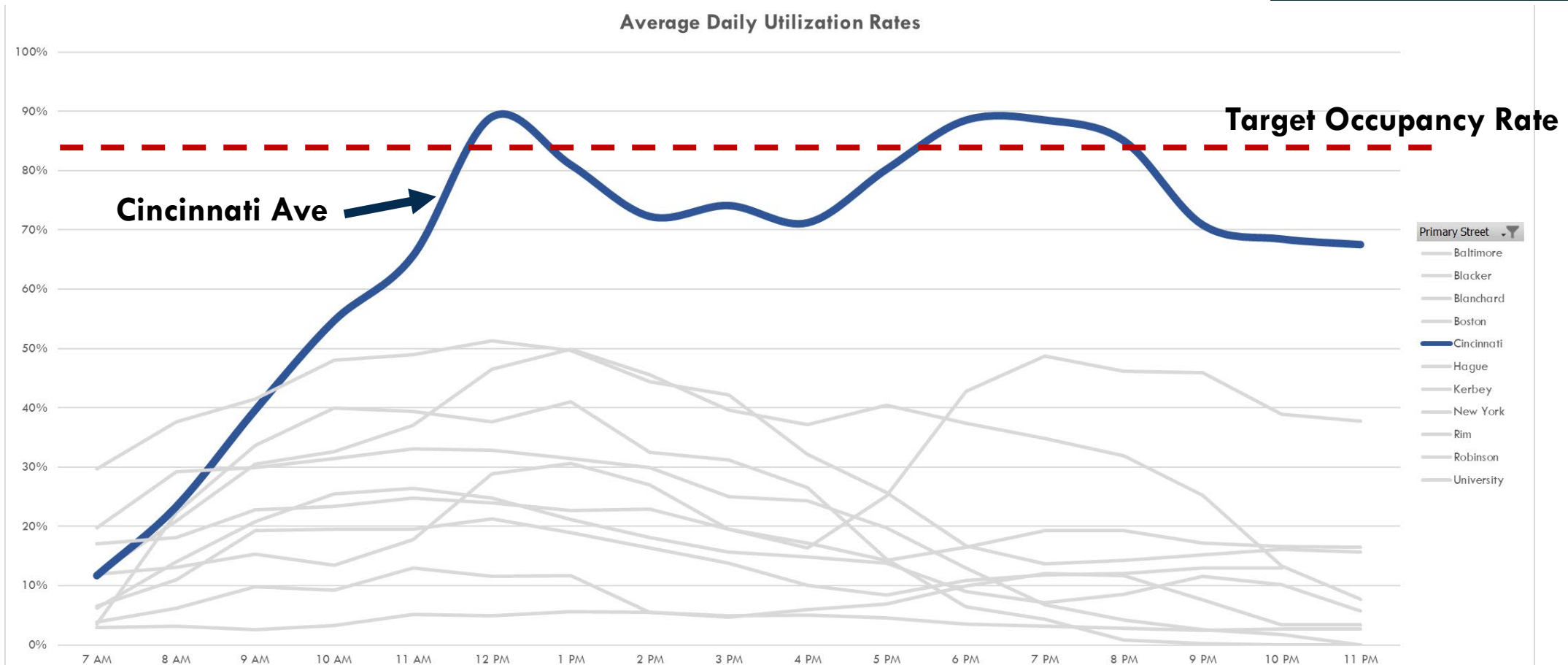


- Target occupancy is ~85% leaving one vacant space per block.
- Within our study area, no street achieved this.

UTILIZATION BY TIME OF DAY

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

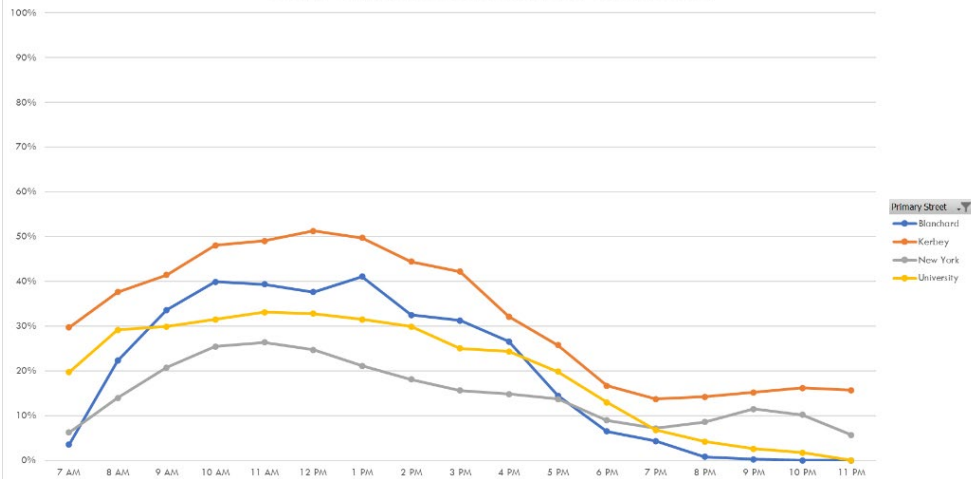


STUDY AREA STREET TYPOLOGIES

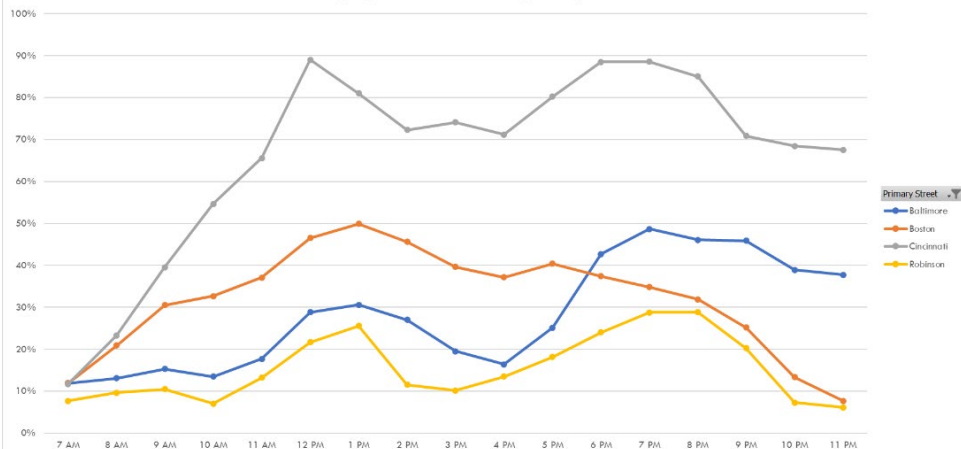
Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

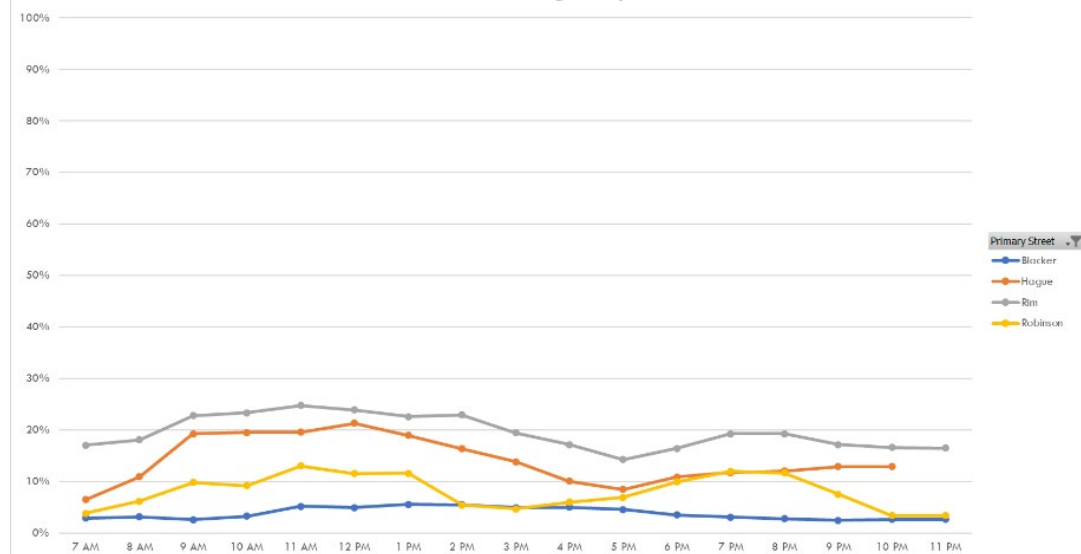
College Commuter Streets: Average Daily Utilization Rates



Restaurant/Nightlife Streets: Average Daily Utilization Rates



Residential Streets: Average Daily Utilization Rates

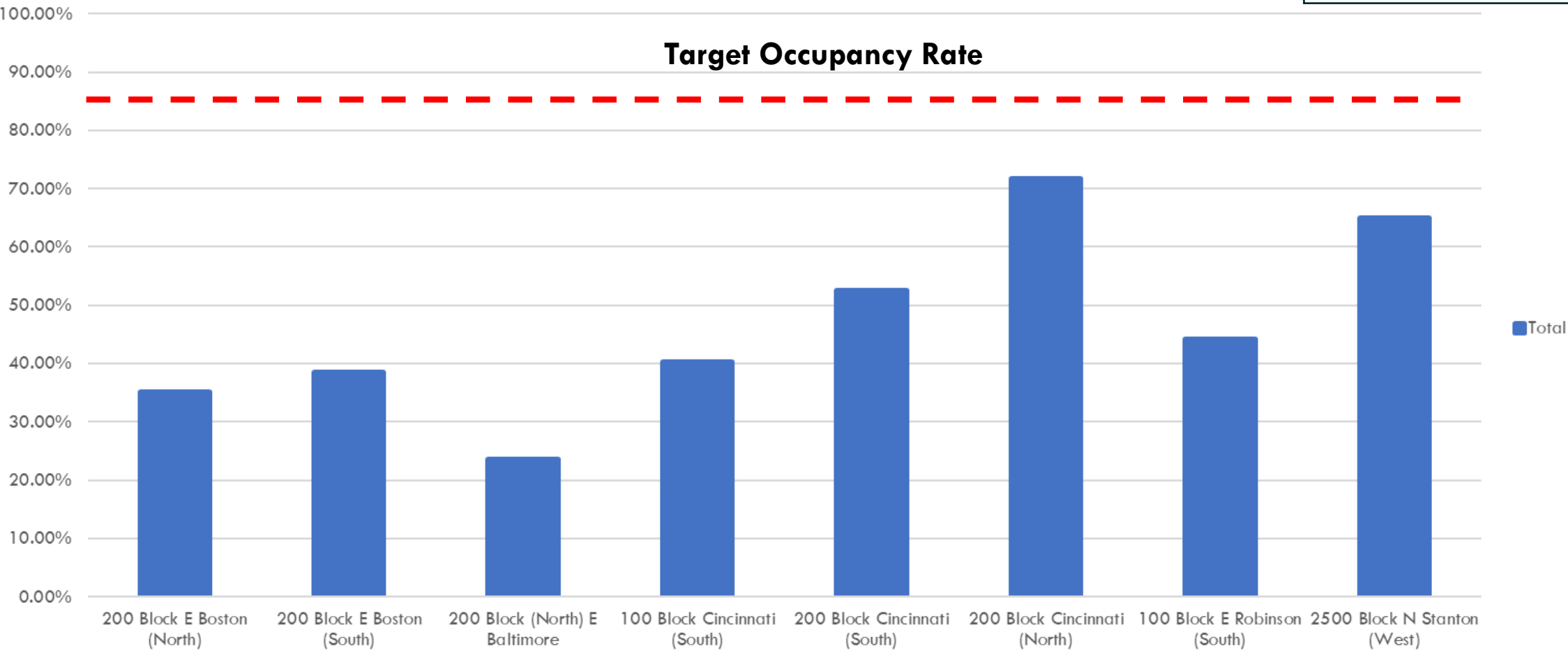


PARKING METER UTILIZATION

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

Uptown Parking Meter Utilization: April - September 2023

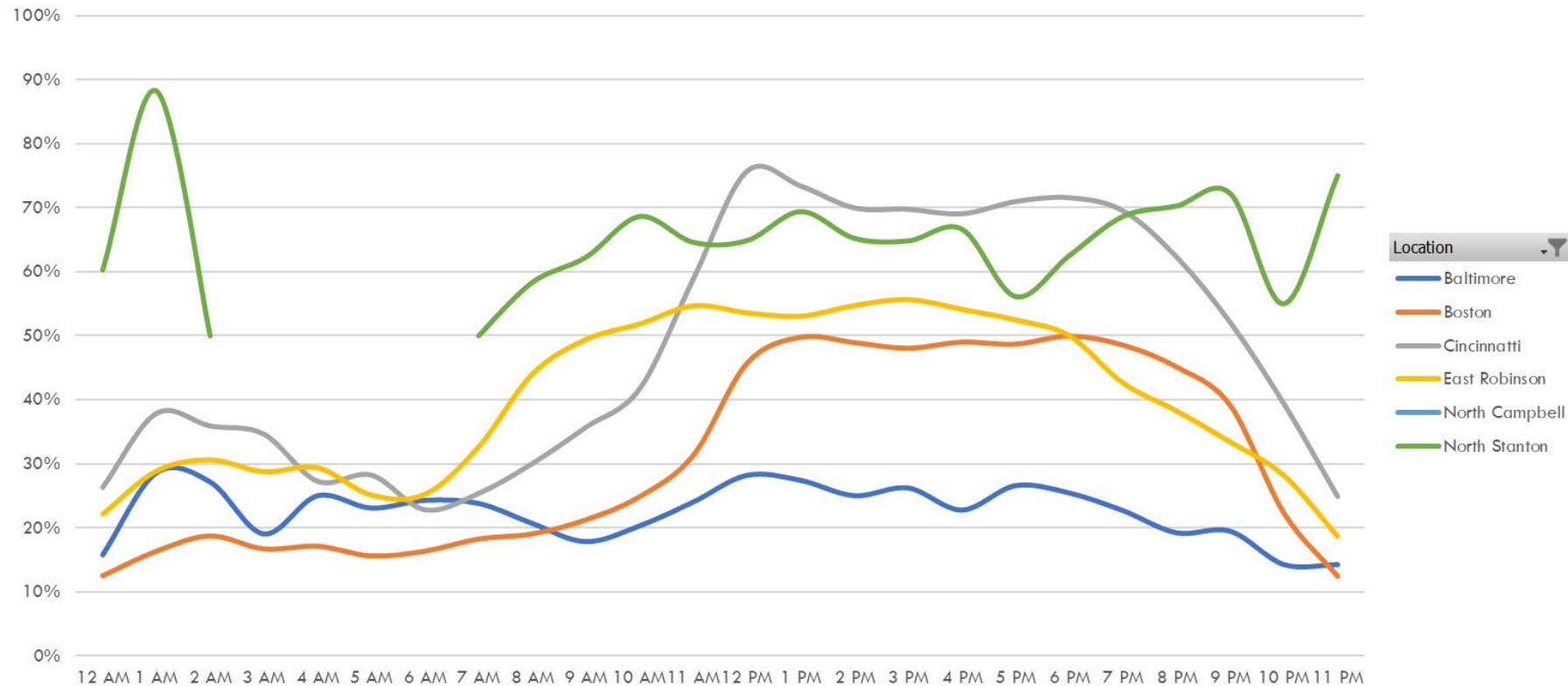


PARKING METER UTILIZATION

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

Uptown Parking Meter Utilization: Time of Day



PROPOSED RECOMMENDATIONS

Space reserved for the ASL
interpreter

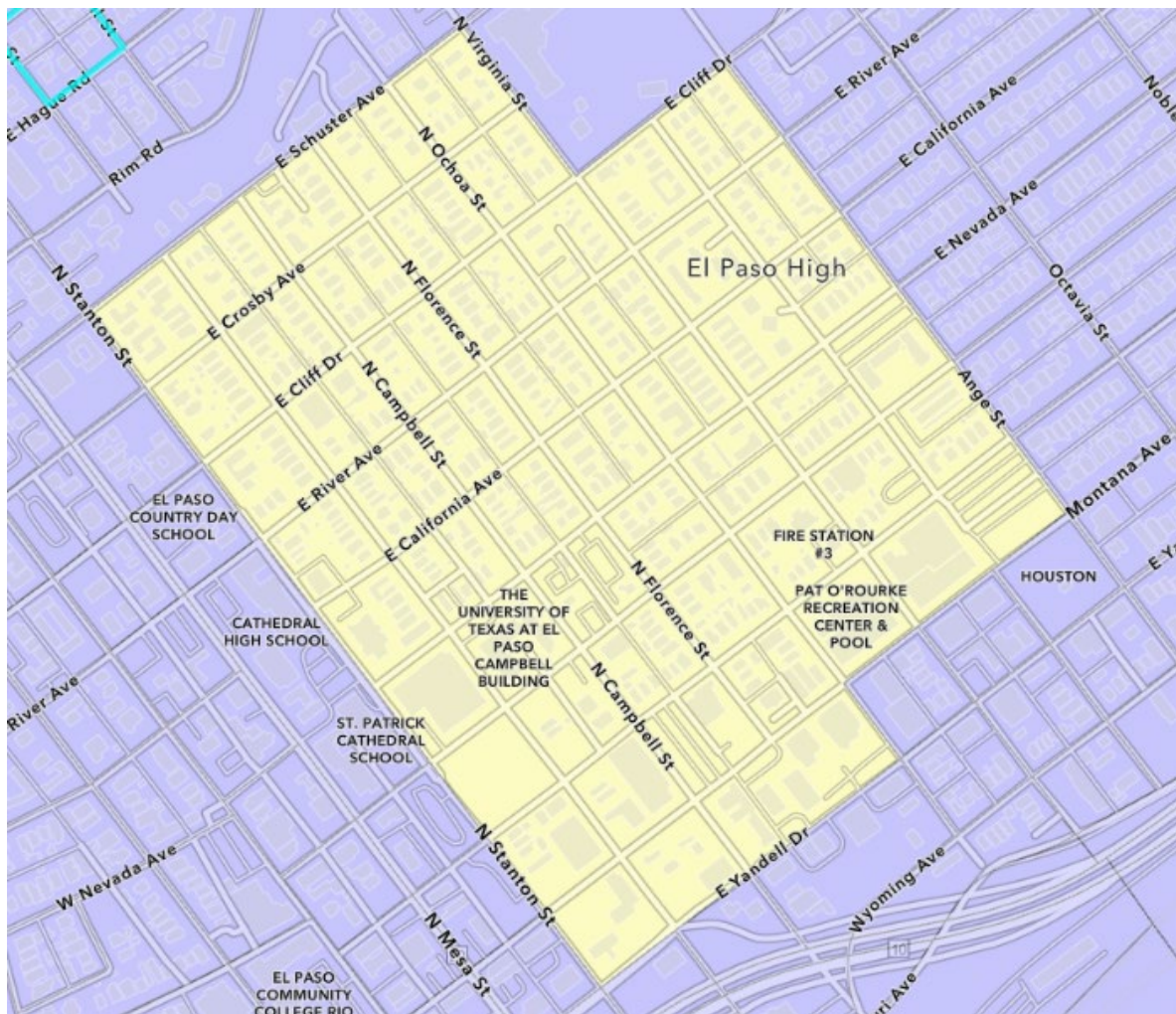
Do not move, modify, or add
any information on this box.

- **On-Street parking utilization is 27% occupancy for residential streets and commercial streets, suggesting significant parking oversupply.**
- **As a result:**
 - **Eliminate minimum off-street parking requirements within the Downtown, Uptown, and Surrounding Neighborhoods Master Plan area**

HOW MUCH LAND AREA WOULD THE REQUIRED PARKING CONSUME?

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

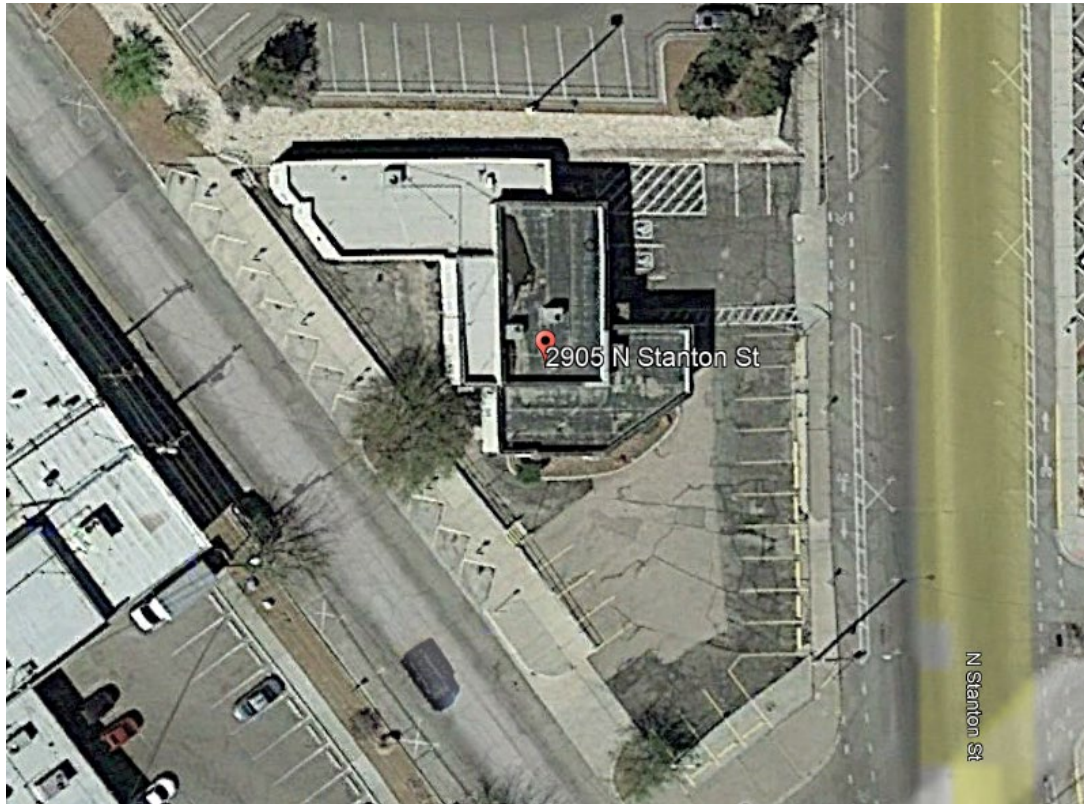


- **The market assessment identified:**
 - 10,000 housing units
 - 145,000 SF retail
 - 290,000 SF office
- **In sum, this would require ~18000 off-street parking spaces, which would consume 139 acres**
- **Approximately 54 city blocks**

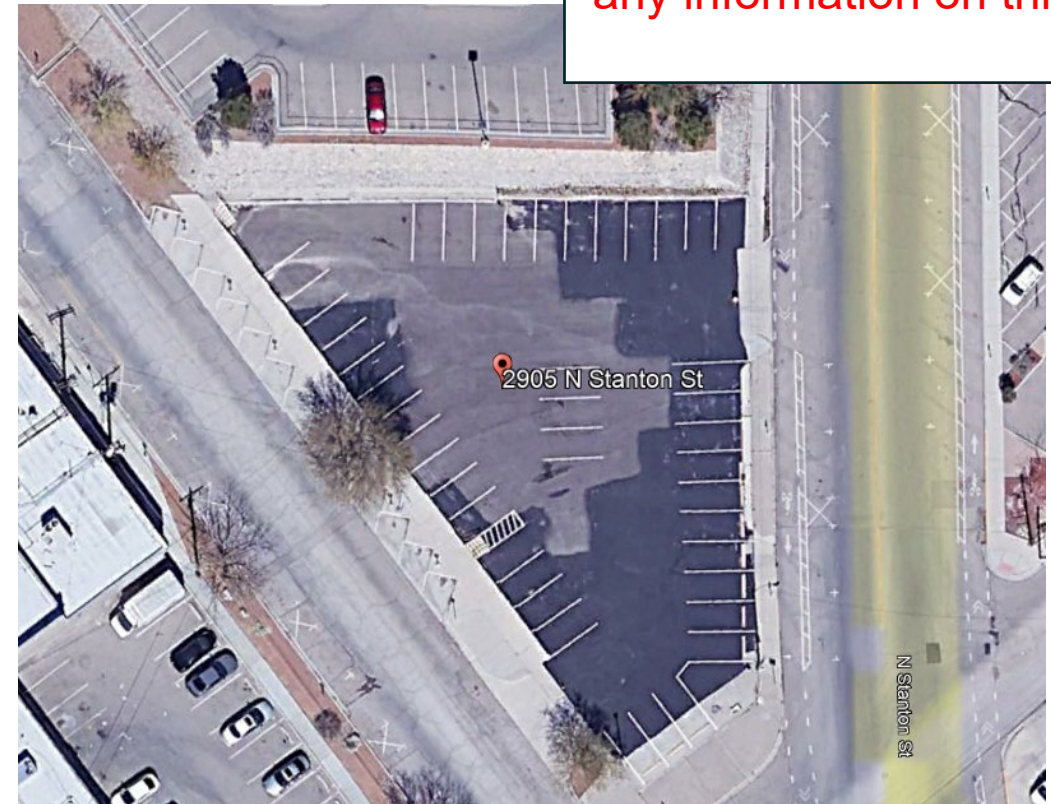
ALIGNMENT WITH STRATEGIC PLAN: GOAL 1.1, EXPAND THE TAX BASE

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



Assessed Value (2019): \$350,099
City Taxes: \$3,177
Improvement Value: \$160,000



Assessed Value (2020): \$158,849
City Taxes: \$1,441 taxes
Improvement Value: \$15,000

PRE VS. POST ZONING ADOPTION OFF-STREET PARKING REQUIREMENTS

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



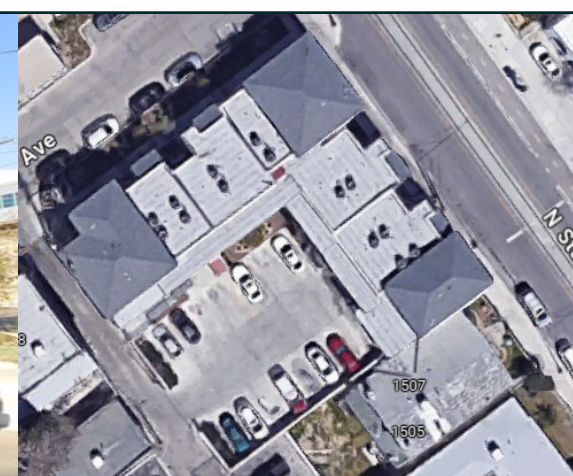
Year Built: 1906

Taxes/Acre (2023): \$55,500

Total Units: 11

Required/Provided Parking: 17/0

Land Area for Parking Required/Provided: 150/0%



Year Built: 2016

Taxes/Acre (2023): \$20,757

Total Units: 14

Required/Provided Parking: 27/15

Land Area for Parking Required/Provided: 61/34%

PARKING AND HOUSING AFFORDABILITY

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



- A single parking space can cost between \$5-10,000 (including land), according to estimates.
- Parking costs are passed onto owners and renters, either by increasing the total cost of mortgages or rent.
- Building more units increases development profitability and decreases rents to offset development costs.

HOW WILL WE ENSURE ADEQUATE PARKING SUPPLY?

Explore other change to the City Code, such as:

- **Expand Current Meter District;**
- **Introduce Dynamic Pricing;**
- **Residential Permit Program; and**
- **Parking Benefit District**

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

OTHER CITIES REFORMING PARKING REQUIREMENTS

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

- According to the Parking Reform Network, more than 2,700 U.S. cities have eliminated parking requirements for a portion of or the entire City.
- El Paso would join 30 other Texas cities to have eliminated parking requirements for an expanded geographic area, with Austin, Texas being the largest to eliminate parking for its entire City.

SUMMARY

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- Prioritize the housing of people over automobile storage by **removing off-street parking requirements in the Downtown, Uptown and Surrounding Neighborhoods Master Plan area.**

Uptown Off-Street Parking Requirements Update

PRESENTATION PURPOSE

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

Identify other policies that may need to be amended as a result of a zoning ordinance amendment that would eliminate off-street parking requirements in Uptown.

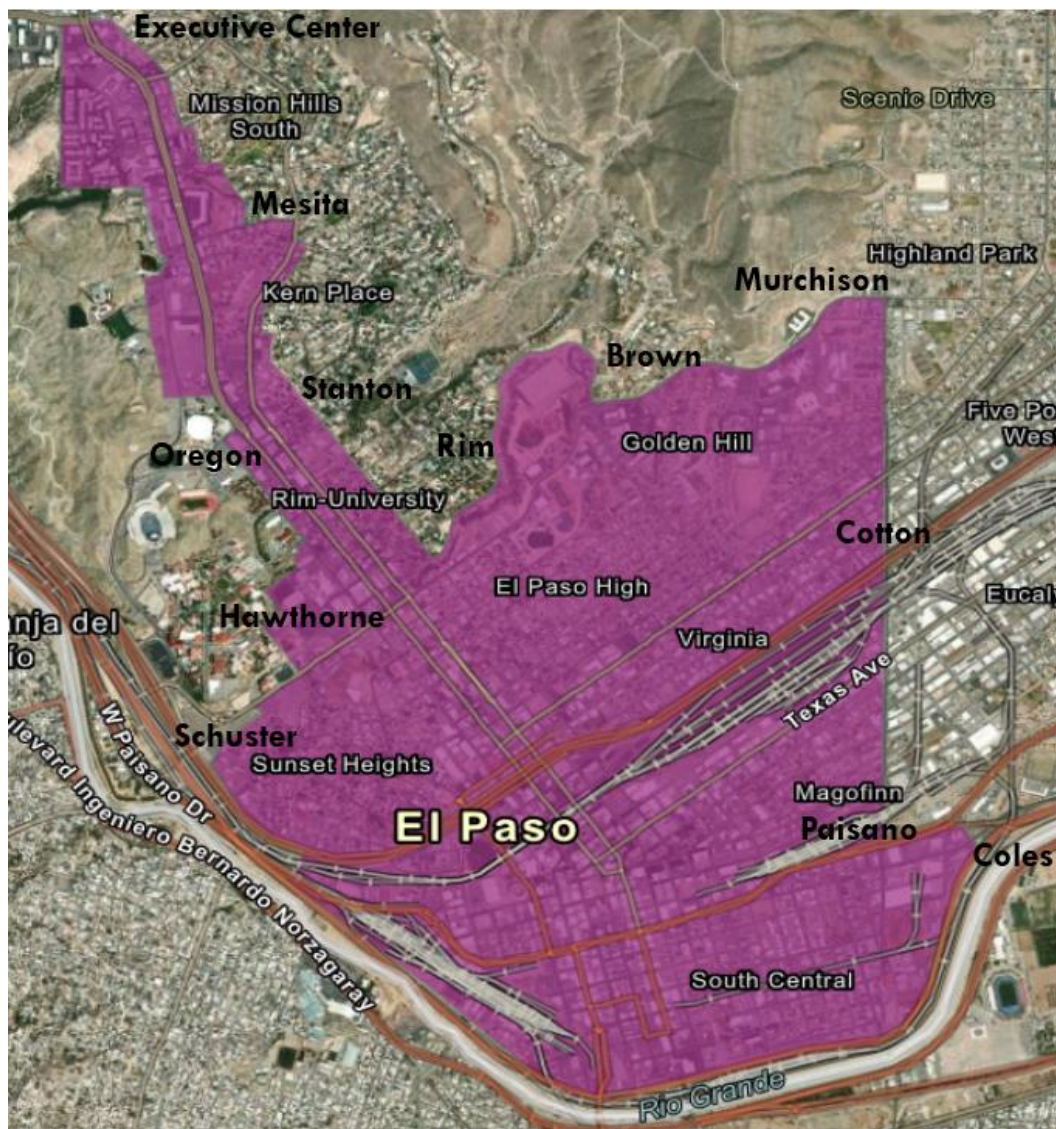
Recommendations are a result of on-going conversations with the following departments:

- Police
- International Bridges
- Streets and Maintenance
- Code Enforcement

OFF-STREET PARKING AMENDMENT BOUNDARY

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.



Generally bounded by the centerlines of:

North: Executive Center/Schuster/Rim/Murchison

East: Stanton/Cotton/Coles

South: US-Mexico Boundary

West: Oregon/Hawthorne/US-Mexico Boundary

REFORMING PARKING REQUIREMENTS

THE CONCEPT

While El Paso's central business district allows developments to reduce parking through a special request process, it sets baseline requirements that are high relative to current auto ownership rates in the city and observed levels of use throughout the United States. These expectations are a key strategy to facilitate new development in DT+UT, especially for affordable housing options.

KEY STEPS

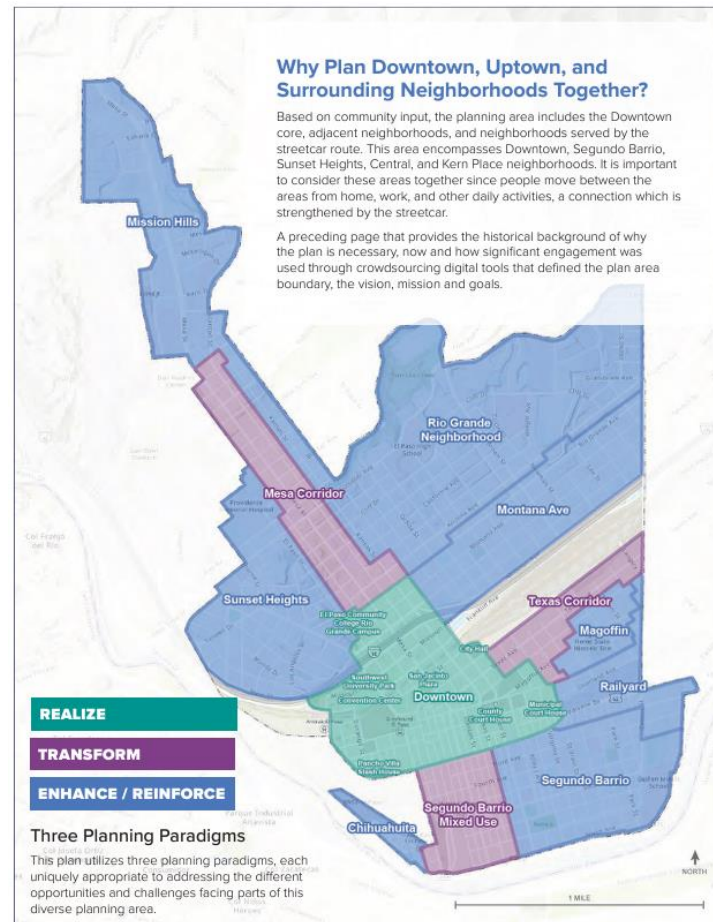
El Paso's progressive steps to implementing parking maximums should be complemented by eliminating parking minimums, allowing developers who wish to build no parking—or to utilize Downtown's larger parking market to meet customer and tenant demands—to do so as of right in development codes. A maximum requirement should be retained, as this ensures that parking is not overbuilt.

Land Use Type	Specific Use	Required Parking Ratio (from City Code of Ordinances)		Recommended Parking Ratio (DT + UT Plan)	
		Min	Max	Min	Max
Residential (Single and Multi-Family)	Duplex	2/dwelling unit		0/DU	2/DU
	Triplex	2/DU		0/DU	2/DU
	Quadplex	2/DU		0/DU	2/DU
	Single-family (attached/detached)	2/DU		0/DU	2/DU
	Age-Restricted (Senior) Apartment	0.7/DU		0/DU	0.7/DU
	Efficiency Apartment (Studio)	1/DU		0/DU	1/DU
	1 BR Apartment	1.5/DU		0/DU	1.5/DU
	2+ BR Apartment	2/DU		0/DU	2/DU
Retail	All types	1/360 sf GFA	1/250 sf GFA	1/360 sf GFA	1/250 sf GFA
Office	Office, Business	1/576 sf GFA	1/400 sf GFA	1/576 sf GFA	1/400 sf GFA

WHY ELIMINATE PARKING MINIMUMS?

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.



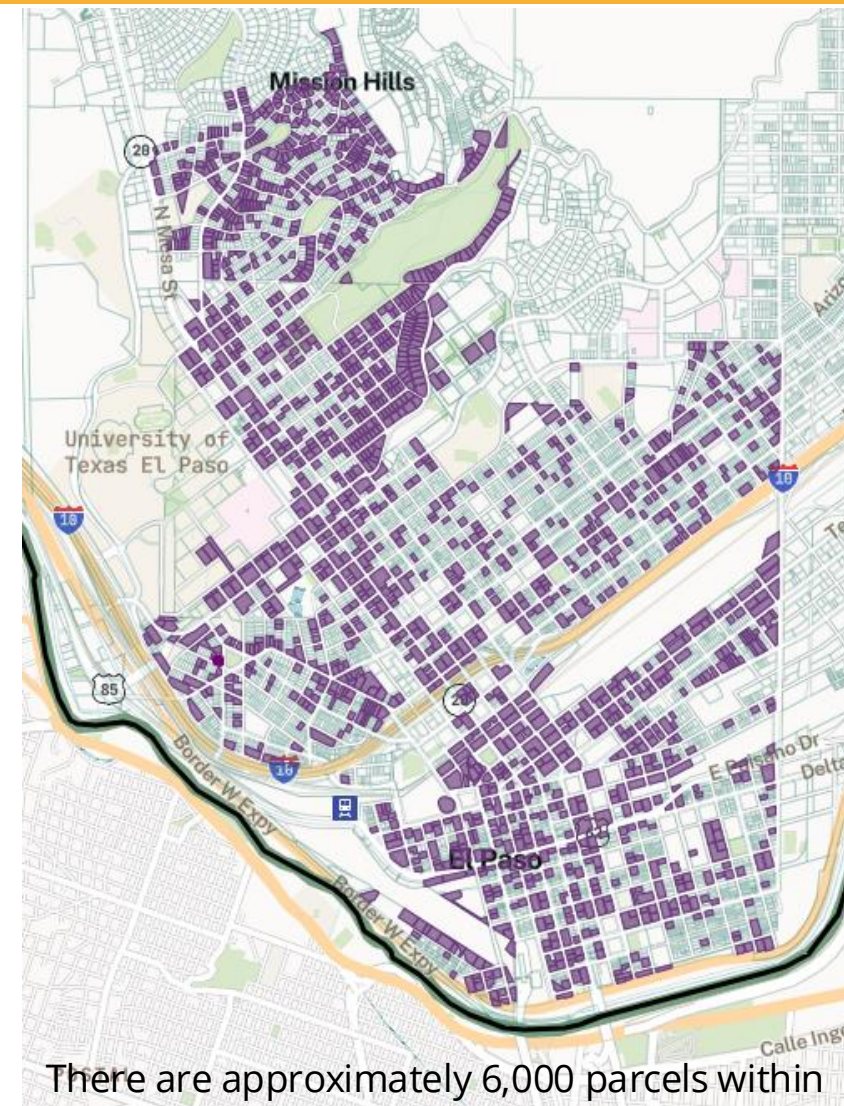
- **The DT+UT & Surrounding Neighborhoods Master Plan (adopted July 2023) calls for the development of ~10,000 housing units**
- **Off-street parking requirements call for the reservation of otherwise buildable area for parking.**

TYPICAL STUDY AREA LOT DIMENSIONS

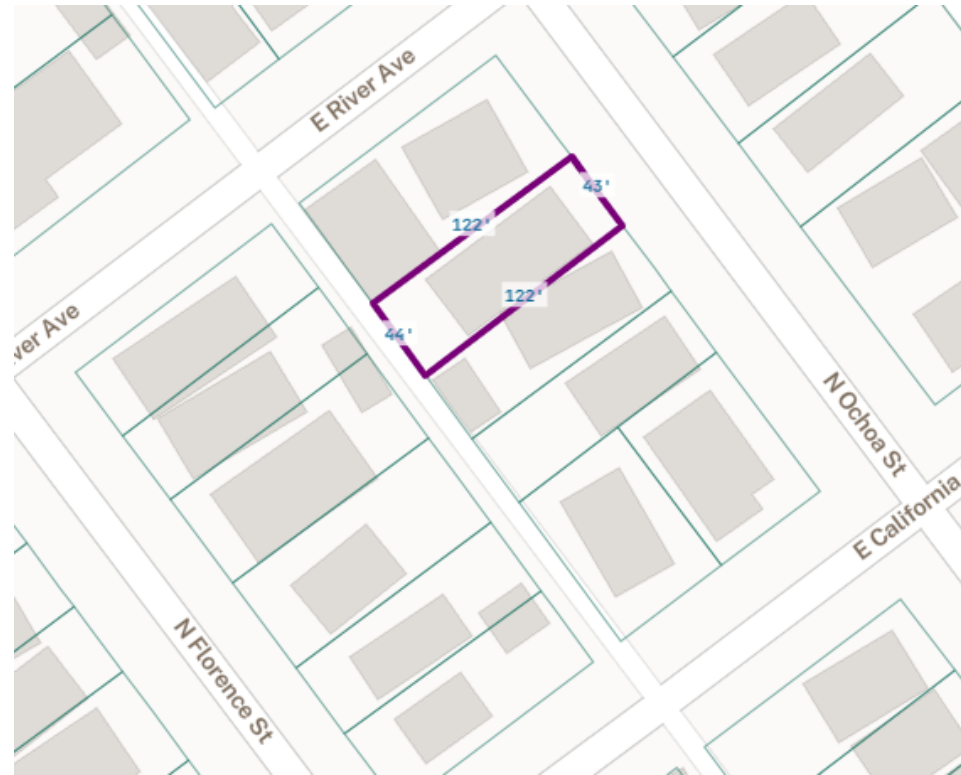
Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

In order to provide adequate off-street parking for a quadplex, lot widths must be 60' and lots must be at least 7,500 SF.



There are approximately 6,000 parcels within the study area. Only 29% are over 7,500 SF.

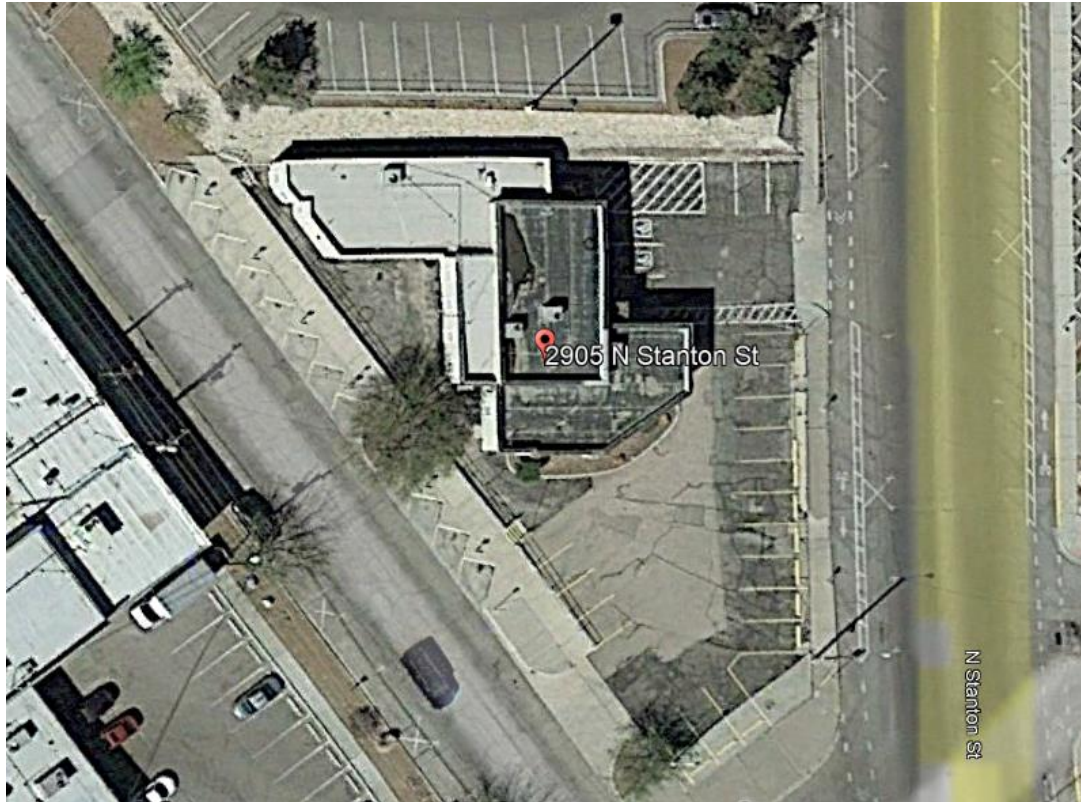


Typical lots widths within the study area range from 26 to 50 feet.

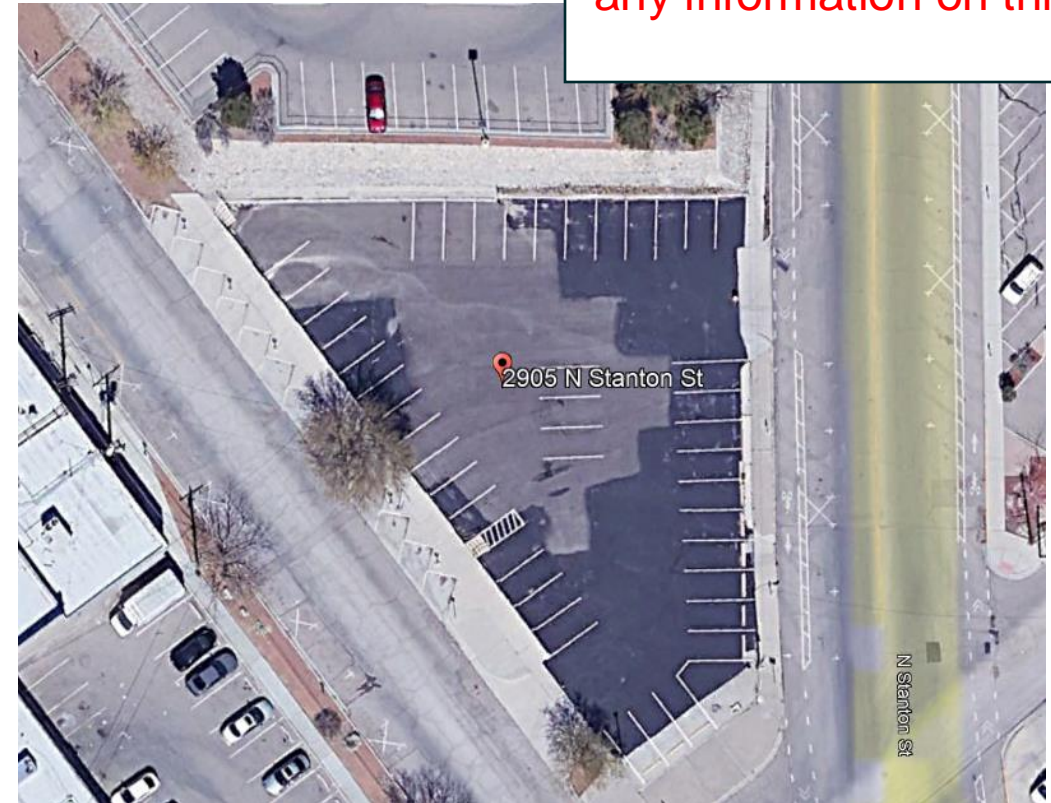
ALIGNMENT WITH STRATEGIC PLAN: GOAL 1.1, EXPAND THE TAX BASE

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.



Assessed Value (2019): \$350,099
City Taxes: \$3,177
Improvement Value: \$160,000



Assessed Value (2020): \$158,849
City Taxes: \$1,441 taxes
Improvement Value: \$15,000

PROPOSED RECOMMENDATIONS

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- Conducted parking occupancy analysis using video cameras and in-ground sensors at parking meters in Uptown.
- On-Street parking utilization is 27% occupancy for residential streets and 44% for commercial streets, suggesting significant parking oversupply.
- **As a result:**
 - Eliminate minimum off-street parking requirements within the Downtown, Uptown, and Surrounding Neighborhoods Master Plan area

PUBLIC OUTREACH

Space reserved for the ASL
interpreter

Do not move, modify, or add
any information on this box.

- The following neighborhood groups were met with and informed about the policy change:
 - Kern Place (7/17)
 - Rio Grande Neighborhood Association (7/22)
 - Rim Area Neighborhood Association (8/15 and 8/26)
 - South Side Neighborhood Association (7/11)
 - Sunset Heights Neighborhood Association (7/10 and 9/10)
 - Sunrise Civic Association (8/15)
- Individual neighborhood meetings followed a 12-month + Downtown, Uptown, and Surrounding Master Plan Engagement phase where this policy recommendation was discussed and included in the final plan.

HOW WILL WE ENSURE ADEQUATE PARKING SUPPLY?

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

Explore other change to the City Code*, such as:

- **Expand Current Meter and Parking Benefit District;**
- **Introduce Dynamic Pricing;**
- **Residential Permit Program; and**

**Recommendations are in line with the findings of the 2019 Downtown Parking Study*

WHAT OTHER NEXT STEPS SHOULD BE CONSIDERED IF THE CHANGE IS ADOPTED?

Space reserved for the ASL interpreter

Do not move, modify, or add any information on this box.

- Establish a ride-share pick up/drop off zone in the Cincinnati Entertainment District area.
- Allow for parking citations to be sent by mail.
- Acquire parking enforcement technology.
- On-going analysis of neighborhood parking occupancy.
- Explore partnerships with businesses and the Glory Road Parking Garage.



Legislation Text

File #: 24-1059, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 6

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

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

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Tracts 17C1 and 17C2, Section 8, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from C-4/c (Commercial/conditions) to C-2/c (Commercial/condition), 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: Picasso and Zaragoza

Applicant: Picasso Place, LLC, PZRZ24-00007

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

AGENDA DATE: August 13, 2024
PUBLIC HEARING DATE: September 10, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

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 a portion of Tracts 17C1 and 17C2, Section 8, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from C-4/c (Commercial/conditions) to C-2/c (Commercial/condition), 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: Picasso and Zaragoza
Applicant: Picasso Place, LLC, PZRZ24-00007

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from C-4/c (Commercial/conditions) to C-2/c (Commercial/condition) to consolidate the property under one zoning district and allow for a proposed self-storage warehouse. City Plan Commission recommended 6-0 to approve with a condition of the proposed rezoning on June 13, 2024. As of July 24, 2024, the Planning Division has not received any communication in support or 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? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACTS 17C1 AND 17C2, SECTION 8, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-4/C (COMMERCIAL/CONDITIONS) TO C-2/C (COMMERCIAL/CONDITION), 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 a portion of Tracts 17C1 and 17C2, Section 8, Block 79, Township 2, 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 from **C-4/c (Commercial/conditions)** to **C-2/c (Commercial/condition)**, 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 intensity generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

- 1. That within thirty feet (30') from the front property line abutting Zaragoza Road, no parking or vehicular storage or display shall be allowed.*

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

Additional Signatures in following page

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

Being a Portion of Tracts 17C1 and 17C2,
Section 8, Block 79, Township 2,
Texas and Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas

December 12, 2023

METES AND BOUNDS DESCRIPTION

1630 N. Zaragoza Road
Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of Tracts 17C1 and 17C2, Section 8, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a chiseled "V" located at the common boundary corner of Tracts 17C1 and 17C9, same being the southerly right-of-way line of Zaragoza Road (100' R.O.W.) and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said southerly right-of-way line of Zaragoza Road and along the common boundary line of Tracts 17C1 and 17C9, South $89^{\circ}59'51''$ East, a distance of 573.46 feet to a point for corner;

THENCE, leaving said common boundary line of Tracts 17C1 and 17C9, South $24^{\circ}13'18''$ West, a distance of 219.03 feet to a point for corner;

THENCE, North $78^{\circ}00'51''$ West, a distance of 438.58 feet to a point for corner at the easterly right-of-way line of Picasso Drive (90' R.O.W.);

THENCE, along the easterly right-of-way line of Picasso Drive, North $42^{\circ}01'28''$ West, a distance of 112.54 feet to a point for corner at the intersection of right of ways of the easterly right-of-way line of Picasso Drive and the southerly right-of-way line of Zaragoza Road;

THENCE, leaving said intersection of right-of-ways and along the southerly right-of-way line of Zaragoza Road, North $39^{\circ}36'09''$ East, a distance of 32.57 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 79,919.47 square feet or 1.8346 acres of land more or less.

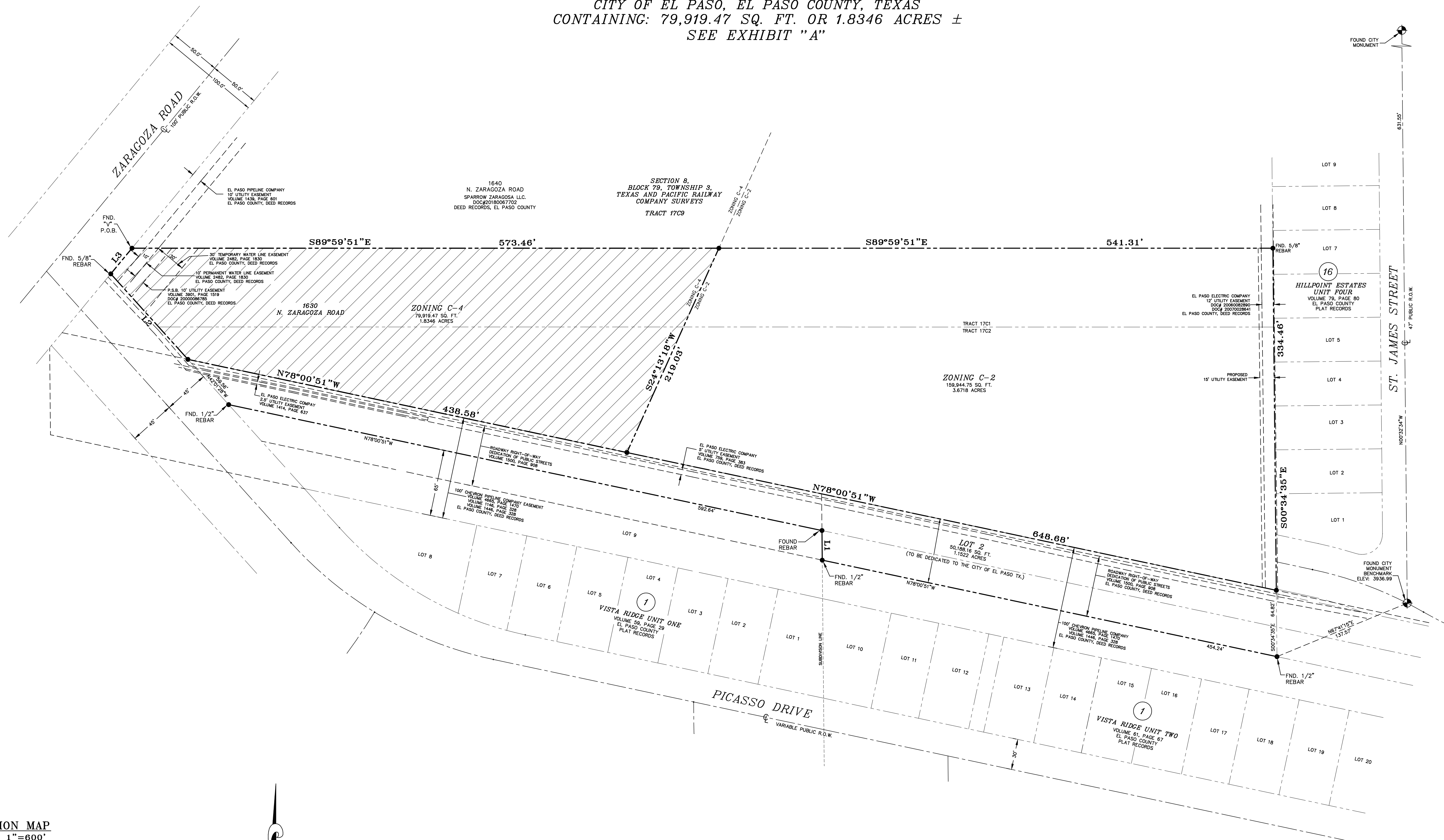
Carlos M. Jimenez
R.P.L.S.# 3950

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2023\23-2557_1630 N. Zaragoza_C4

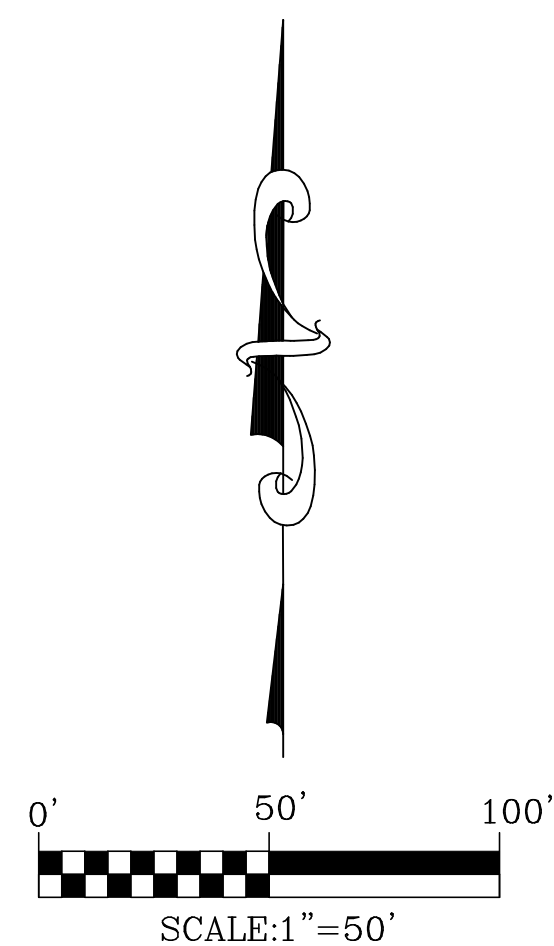
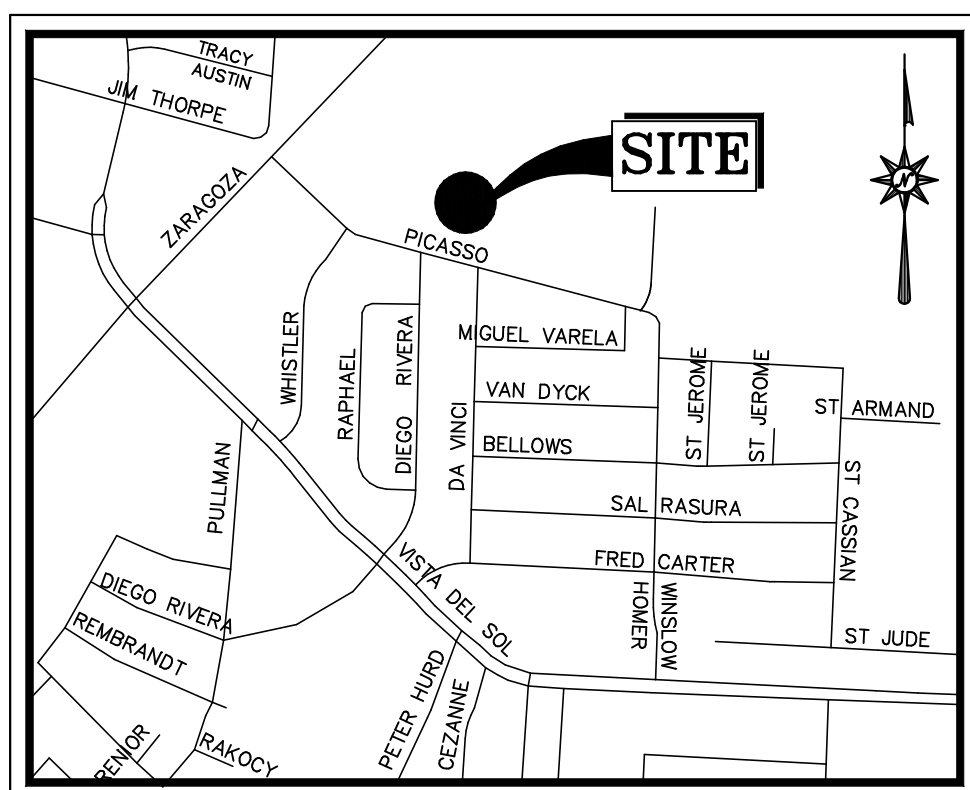


ZONE: C-4 SKETCH

A PORTION OF TRACTS 17C1 AND 17C2,
SECTION 8, BLOCK 79, TOWNSHIP 3,
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 79,919.47 SQ. FT. OR 1.8346 ACRES ±
SEE EXHIBIT "A"



LOCATION MAP
SCALE: 1"=600'

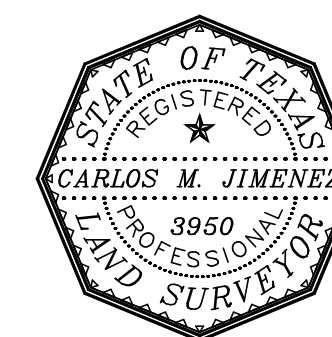


LINE TABLE		
LINE	LENGTH	BEARING
L1	28.96	N00°33'03\"W
L2	112.54	N42°01'28\"W
L3	32.57	N39°36'09\"E

COPYRIGHT © 2023 CAD CONSULTING CO. ALL RIGHTS RESERVED



NOTES:
ACCORDING TO THE FLOOD INSURANCE RATE MAP HEREON DESCRIBED TRACT LIES
IN ZONE "X", COMMUNITY PANEL NO. 480214-0046 F, DATED: 02/16/2006



CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND
IMPROVEMENT SURVEY WAS MADE ON THE GROUND BY ME
OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF.
CARLOS M. JIMENEZ R.P.L.S. No. 3950
FPM# 10099300

Picasso and Zaragoza

City Plan Commission — June 13, 2024 (REVISED July 8, 2024)



CASE NUMBER: PZRZ24-00007
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: Picasso Place, LLC
REPRESENTATIVE: Kistenmacher Engineering Company
LOCATION: North of Picasso Dr. and East of Zaragoza Rd. (District 6)
PROPERTY AREA: 1.84 acres
REQUEST: Rezone from C-4/c (Commercial/conditions) to C-2/c (Commercial/condition)
RELATED APPLICATIONS: PZCR24-00001 – Condition Release Application
 SUSU24-00025 – Major Combination
PUBLIC INPUT: None received as of June 6, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from C-4/c (Commercial/conditions) to C-2/c (Commercial/condition) to allow for a proposed self-storage warehouse.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITION** of the rezoning request. The proposed zoning district is compatible with commercial and residential uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-4, Suburban (Walkable) for the future land use designation. The recommended condition is the following:

- That within thirty feet (30') from the front property line abutting Zaragoza Road, no parking or vehicular storage or display shall be allowed.

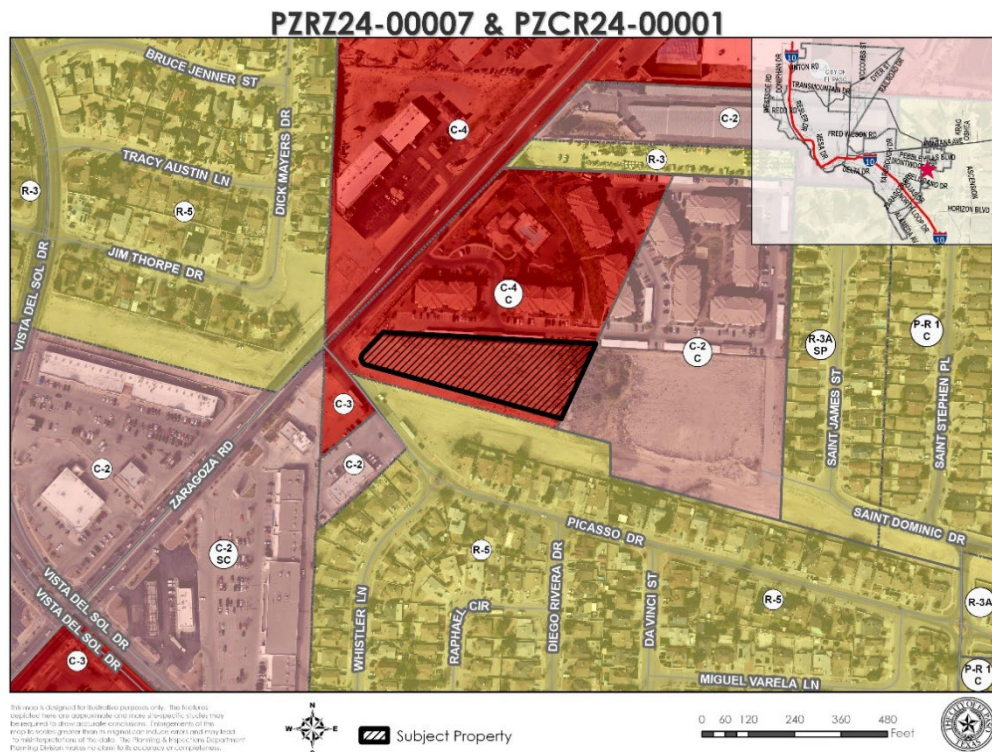


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the property from C-4/c (Commercial/conditions) to C-2/c (Commercial/condition) to allow for a proposed self-storage warehouse use. The size of the property is 1.84 acres and is currently vacant. The conceptual site plan shows ten (10) proposed buildings with main access to the property provided from Picasso Drive.

PREVIOUS CASE HISTORY: On December 7, 2004, City Council approved of the rezoning of the subject property from R-3 (Residential) to C-4 (Commercial) for Parcel 1 and from R-3 (Residential) to C-2 (Commercial) for Parcel 2. The applicable condition prohibited uses with that condition being requested to be released by PZCR24-00001 - Condition Release Application.

On May 2, 2024, City Plan Commission approved the subdivision of the Picasso Place on a major combination basis (SUSU24-00025) subject to the rezoning be approved by City Council prior to the recording of the final plat.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed self-storage warehouse and the C-2 (Commercial) district are compatible with the adjacent C-4 (Commercial) zoning district to the north consisting of an apartment complex, R-5 (Residential) consisting of single-family dwellings and a vacant lot to the south, a C-2/c (Commercial/conditions) zoning district consisting of a vacant lot to the east, and R-5 (Residential) consisting of single-family dwellings and C-4 (Commercial) consisting of a vacant lot to the west. The proposed self-storage warehouse in a C-2 (Commercial) zoning district is compatible with the established character of area surrounding the subject property. The nearest school is Vista Del Sol Environmental Science Academy School, which is located 0.52 miles away, and the nearest park is El Paso County Sports Park, which is (0.74 miles) from the subject property.

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:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban (Walkable): This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property and the proposed development meet the intent of the G-4, Suburban (Walkable) Future Land Use designation of <i>Plan El Paso</i>. The proposed zoning is compatible with the future land use designation.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-2 (Commercial) District: The purpose of this district is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes. The proposed C-2 (Commercial) zoning district will provide for the integration of light commercial uses with adjacent R-5 (Residential), C-2, C-3, and C-4 (Commercial) zoning districts in the surrounding area.</p>
<p>Preferred Development Locations:</p> <p>Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for</p>	<p>Yes. The subject property has access to Picasso Drive, which is designated as a local street in the City's Major Thoroughfare Plan. In addition, it is adjacent to Zaragoza Road which is designated as a major arterial.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	The classification of these roads is appropriate for the proposed development.
THE PROPOSED ZONING DISTRICT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The subject property is not located within any historic districts nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	Yes. The property cannot be platted due to the split zone.
Natural Environment: Anticipated effects on the natural environment.	None. The proposed rezoning does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been stable with no rezonings within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Zaragoza Road and Picasso Drive, which are designated as a major arterial and local street, respectively, under the City’s Major Thoroughfare Plan (MTP). Access is proposed from Picasso Drive. The classification of this road is appropriate for the proposed development. Existing infrastructure and services are adequate to serve the proposed development. There are at least three (3) bus stops within walkable distance (0.25 mile) of the subject property. The closest bus stop is along Zaragoza Road, which is located 0.19 miles from the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: The subject property does not lie within any neighborhood associations. Public notices were mailed to property owners within 300 feet on May 16, 2024 and June 5, 2024. As of June 6, 2024, the Planning Division has not received any communication in support of or opposition to the request from the public.

RELATED APPLICATIONS: There is a condition release application (PZCR24-00001) running concurrently with the current rezoning application to release conditions. Additionally, there is a Subdivision application (SUSU24-00025) under Major Combination basis for Picasso Place which was conditionally approved by City Plan Commission May 2, 2024 requiring the proposed rezoning to be approved prior to recording.

CITY PLAN COMMISSION OPTIONS:

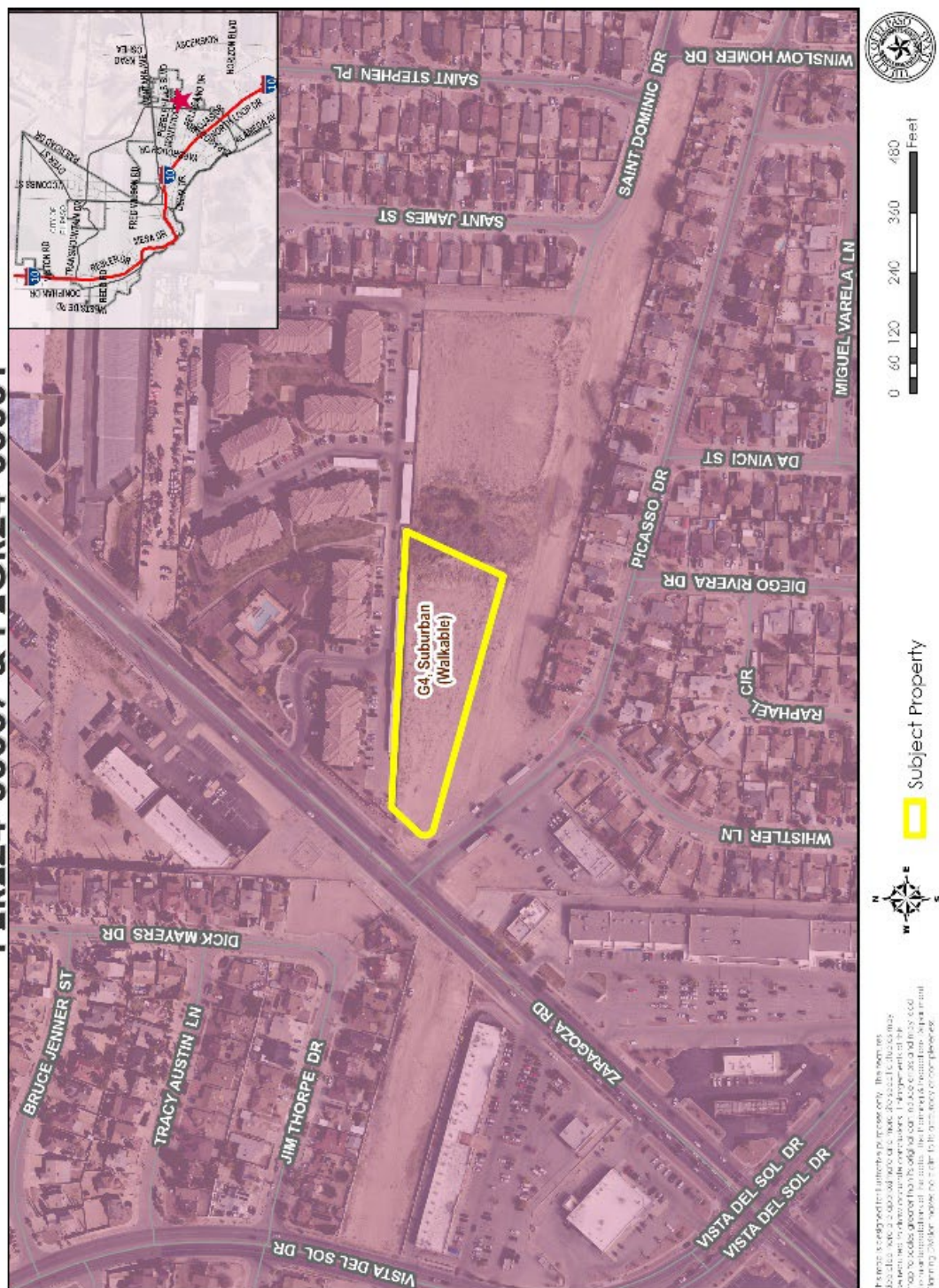
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

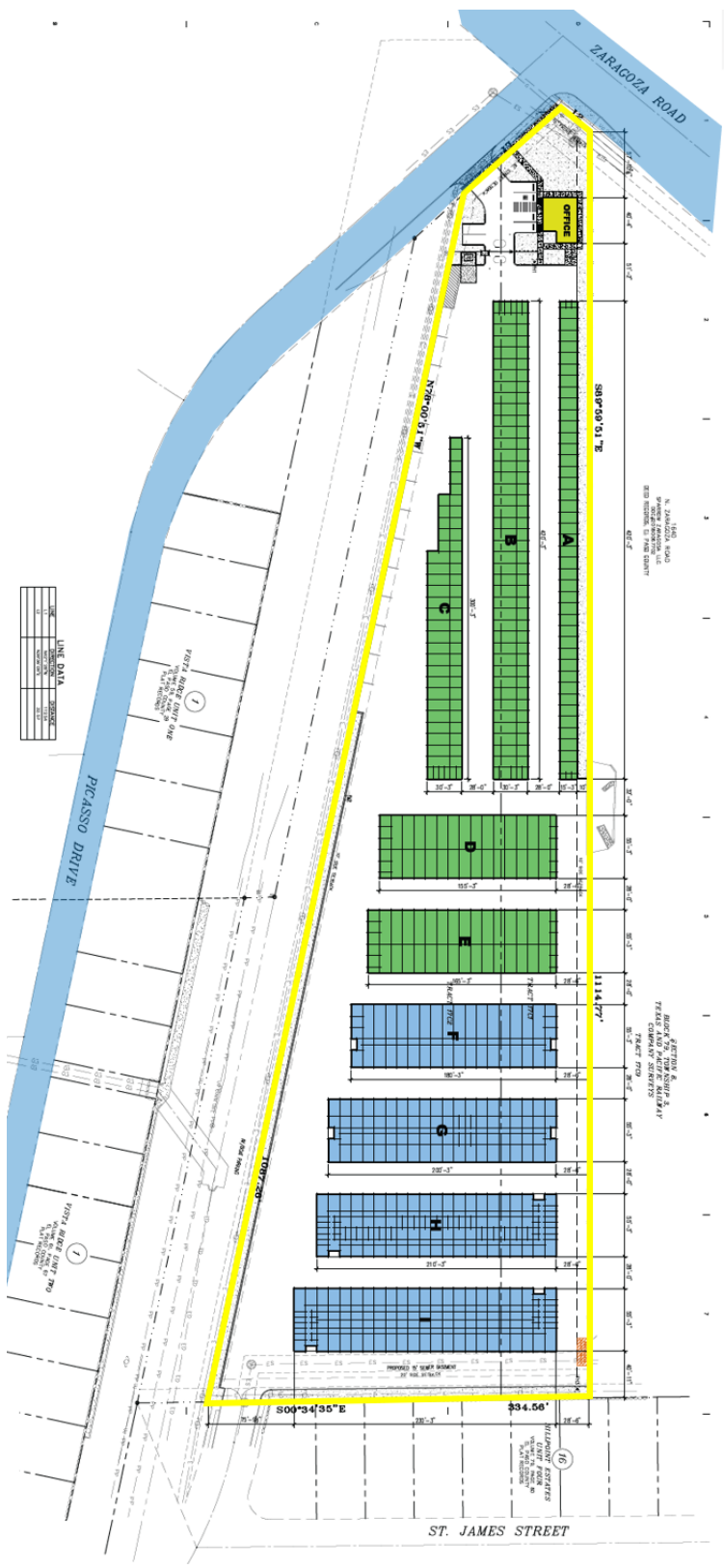
ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Ordinance No. 15959, dated December 7, 2004
4. Department Comments
5. Neighborhood Notification Boundary Map

PZRZ24-00007 & PZCR24-00001



ATTACHMENT 2



ATTACHMENT 3

21D

ORDINANCE NO. 15959

AN ORDINANCE CHANGING THE ZONING OF PARCEL 1: A PORTION OF TRACT 17C60, 17C61, 17C23, 17C181, 17C182, 17C9, 17C1, AND 17C2, BLOCK 79, SECTION 8, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-4 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS; AND PARCEL 2: A PORTION OF TRACT 17C60, 17C61, 17C23, 17C181, 17C182, 17C9, 17C1, AND 17C2, BLOCK 79, SECTION 8, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-2 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.68 OF THE EL PASO MUNICIPAL CODE.

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

That the zoning of Parcel 1: *A portion of Tract 17C60, 17C61, 17C23, 17C181, 17C182, 17C9, 17C1, and 17C2, Block 79, Section 8, Township 3, Texas and Pacific Railroad Surveys, El Paso, El Paso County, Texas*, as more particularly described by metes and bounds in the attached Exhibit "A", be changed **from R-3 (Residential) to C-4 (Commercial)**; and Parcel 2: *A portion of Tract 17C60, 17C61, 17C23, 17C181, 17C182, 17C9, 17C1, and 17C2, Block 79, Section 8, Township 3, Texas and Pacific Railroad Surveys, El Paso, El Paso County, Texas*, as more particularly described by metes and bounds in the attached Exhibit "A", be changed **from R-3 (Residential) to C-2 (Commercial)**; within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly; and

That Parcels 1 and 2 be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning from R-3 (Residential) to C-4 (Commercial) for Parcel 1, and from R-3 (Residential) to C-2 (Commercial) for Parcel 2, in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

Parcel 1:

The following uses shall be prohibited: automobile, light and heavy trucks, buses, motorcycles and boats sales, storage, rental or service; sales, storage, repair and rental of tractors, heavy trucks, farm equipment, contractor's equipment and heavy vehicles and equipment; trailer, mobile home, travel trailer and recreational vehicle sales, display and repair; and contractor's yard.

DOC: 5917 - Planning/7/ORD - Zoning Change MW

1

11/4/2004

ORDINANCE NO. 15959

Zoning Case No. ZON04-00127

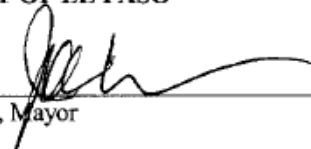
Parcel 2:

A ten-foot (10') wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along the easterly property line where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of the Chapter 20.65 of the El Paso Municipal Code and shall be required prior to the issuance of any building permits.

These conditions run with the land, are a charge and servitude thereon, and bind the current property owner and any successors in title. The City may enforce these conditions by injunction, by rescission of the zoning which is made appropriate as a result of these conditions, or by any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above conditions in its discretion without the consent of any third person who may be benefitted thereby, and without affecting the validity of this ordinance.


PASSED AND APPROVED this 7TH day of December, 2004.

THE CITY OF EL PASO



Joe Wardy, Mayor

ATTEST:



Richarda Duffy Momsen, City Clerk

(additional signatures on the following page)

DOC: 5917 - Planning/7/ORD - Zoning Change MW

2

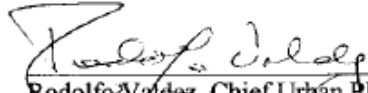
11/4/2004

ORDINANCE NO. 15959

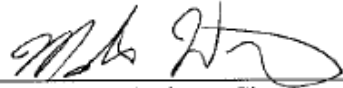
Zoning Case No. ZON04-00127

APPROVED AS TO CONTENT:


Fred Lopez, Zoning Coordinator
Planning, Research & Development


Rodolfo Valdez, Chief Urban Planner
Planning, Research & Development

APPROVED AS TO FORM:


Matt Watson, Assistant City Attorney

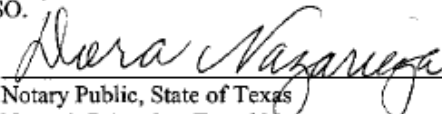
Acknowledgment

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 13th day of December, 2004,
by JOE WARDY as MAYOR of THE CITY OF EL PASO.

My Commission Expires:




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

DOC: 5917 - Planning/7/ORD - Zoning Change MW

3

11/4/2004

ORDINANCE NO. 15959

Zoning Case No. ZON04-00127

Being portion of Tracts 17C-60,
17C-61, 17C-23, 17C-181, 17C-182,
17C-9, 17C-1, AND 17C-2, Section 8,
Block 79, Township 3, T. & P. R.R. Surveys
City of El Paso, El Paso County, Texas
Prepared for: Juan Uribe
November 1, 2004
(PARCEL-1)
From R-3 to C-4

Exhibit "A"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 17C-60, 17C-61, 17C-23, 17C-181, 17C-182, 17C-9, 17C-1, and 17C-2, Section 8, Block 79, Township 3, Texas and Pacific Railroad Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at a found TX-DOT Disk set at the centerline intersection of Vista Del Sol Dr. and Zaragoza Rd. (FM 659), Thence along the centerline of Zaragoza Rd. (FM 659) North 39°36'01" East (rec. North 39°33'00" East) a distance of 1619.49 feet to a point from which a found TX-DOT Disk set for the point of inverse of said road centerline lies North 39°36'01" East (rec. North 39°33'00" East) a distance of 1025.51 feet; Thence South 50°23'59" East a distance of 50.00 feet to a point at the southeast right of way line of said road and the common corner of tracts 17C-13 and 17C-60, also being the "TRUE POINT OF BEGINNING".

Thence leaving said right of way and along the common boundary line of said tracts South 89°59'37" East (rec. South 90°00'00" East) a distance of 400.00 feet to a point;


Thence leaving said common boundary line South 24°15'07" West a distance of 724.50 feet to a point at the northerly line of a 100.0 foot right of way to Paso TEX pipeline recorded in book 1446, page 328, deed records of El Paso County, Texas;

Thence with said northerly right of way line North 77°59'02" West (rec. North 78°01'00" West) a distance of 438.58 feet to a point on the northeasterly line of Picasso Dr. (90.0 foot right of way) platted in Vista Ridge Unit One subdivision recorded in volume 59, page 29, plat records of El Paso County, Texas;

Thence with said northeasterly right of way line North 41°58'02" West (rec. North 42°00'00" West) a distance of 112.49 feet to a point on the at the southeasterly right of way line of Zaragoza Rd. (FM 659)

Thence with said right of way North 39°36'01" East (rec. North 39°33'00" East) a distance of 630.31 feet to the "TRUE POINT OF BEGINNING" and containing in all 6.984 acres of land more or less.

Bearing basis in true north for a Transverse Mercator Projection based at the center of this site.


Tony G. Conde
R.P.L.S. No. 2665

Job #804-104 T.C.

15959

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Being portion of Tracts 17C-60,
17C-61, 17C-23, 17C-181, 17C-182,
17C-9, 17C-1, AND 17C-2, Section 8,
Block 79, Township 3, T. & P. R.R. Surveys
City of El Paso, El Paso County, Texas
Prepared for: Juan Uribe
November 1, 2004
(PARCEL-2)
From R-3 to C-2

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 17C-60, 17C-61, 17C-23, 17C-181, 17C-182, 17C-9, 17C-1, and 17C-2, Section 8, Block 79, Township 3, Texas and Pacific Railroad Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at a found TX-DOT Disk set at the centerline intersection of Vista Del Sol Dr. and Zaragoza Rd. (FM 659), Thence along the centerline of Zaragoza Rd. (FM 659) North 39°36'01" East (rec. North 39°33'00" East) a distance of 1619.49 feet to a point from which a found TX-DOT Disk set for the point of inverse of said road centerline lies North 39°36'01" East (rec. North 39°33'00" East) a distance of 1025.51 feet; Thence South 50°23'59" East a distance of 50.00 feet to a point at the southeast right of way line of said road and the common corner of tracts 17C-13 and 17C-60; Thence leaving said right of way and along the common boundary line of said tracts South 89°59'37" East (rec. South 90°00'00" East) a distance of 400.00 feet to a point, also being the "TRUE POINT OF BEGINNING".

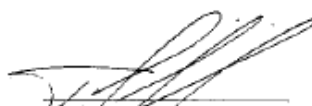
Thence along the common boundary line of said tracts, South 89°59'37" East (rec. South 90°00'00" East) a distance of 329.05 feet to a point at the northeast corner of Tract 17C-60.

Thence leaving the common boundary line of said tracts South 00°34'31" East (rec. South 00°34'31" East) a distance of 795.65 feet to a point at the northerly line of a 100.0 foot right of way to Paso TEX pipeline recorded in book 1446, page 328, deed records of El Paso County, Texas;

Thence with said northerly right of way line North 77°59'02" West (rec. North 78°01'00" West) a distance of 648.84 feet to a;

Thence leaving said northeasterly right of way line North 24°15'07" East a distance of 724.50 feet to the "TRUE POINT OF BEGINNING" and containing in all 8.278 acres of land more or less.

Bearing basis in true north for a Transverse Mercator Projection based at the center of this site.


Tony G. Conde
R.P.L.S. No. 2665

job #604-104 T.C.

15959

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITION** of the rezoning request. The proposed zoning district is compatible with commercial and residential uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-4, Suburban (Walkable) for the future land use designation. The recommended condition is the following:

- That within thirty feet (30') from the front property line abutting Zaragoza Road, no parking or vehicular storage or display shall be allowed.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to rezoning and condition release.

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. 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.
2. On site ponding is required 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.
3. The proposed ponding area(s) shall have enough capacity to hold all stormwater runoff for a designed 100-yr. storm event.

Note: Comments will be addressed at the permitting stage.

Fire Department

No adverse comments

Police Department

No comments provided.

Environment Services

No comments provided.

Streets and Maintenance Department

Streets and Maintenance traffic engineering has the following comments:

- No Traffic Impact Analysis (TIA) is required.
- Applicants shall be coordinated with TXDOT.

Note: Comments will be addressed at the permitting stage.

Sun Metro

No comments provided.

El Paso Water

EPWater-PSB does not object to this request.

A 15-foot Private Easement for the existing 8-inch diameter private sanitary sewer service shall be dedicated by plat. EPWater-PSB records indicate that the service line is west of the 12-foot EP Electric easement and proposed 15-foot utility easement. See Sanitary Sewer notes below.

Water:

There is an existing 12-inch diameter water main that extends along a 10-foot water line easement east of and parallel to Zaragoza Rd. This main is available for service.

There is an existing 8-inch diameter water main that extends along Saint Dominic Dr., located approximately 15-feet south of the north right-of-way line. This main dead-ends approximately 150-feet west of Saint James Dr. This main is available for main extension.

Previous water pressure reading from fire hydrant #9789, located approximately 50-feet north of the property within an easement, has yielded a static pressure of 70 (psi), a residual pressure of 66 (psi), and a discharge of 1,061 (gpm).

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends along a 10-foot utility easement east of and parallel to Zaragoza Rd. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Saint Dominic Dr., located approximately 25-feet south of the north right-of-way line. This main dead-ends approximately 130-feet west of Saint James Dr. This main is available for main extension.

There is an existing 8-inch diameter private sanitary sewer service that extends parallel to the eastern property line, approximately 30-feet to 35-feet west of the east property line. This service line serves 1640 Zaragoza Rd. A 15-foot Private Easement is needed for this private service to be dedicated by plat.

General:

The lot shall have water and sewer service connections fronting the limits of the lot.

Zaragoza Rd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Zaragoza Rd. right-of-way requires written permission from TxDOT.

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 provided.

Texas Department of Transportation

Water must be drained away from TXDOT ROW. Additionally, submit grading and drainage plans to TXDOT for review.

Note: Comments will be addressed at the permitting stage.

El Paso County Water Improvement District #1

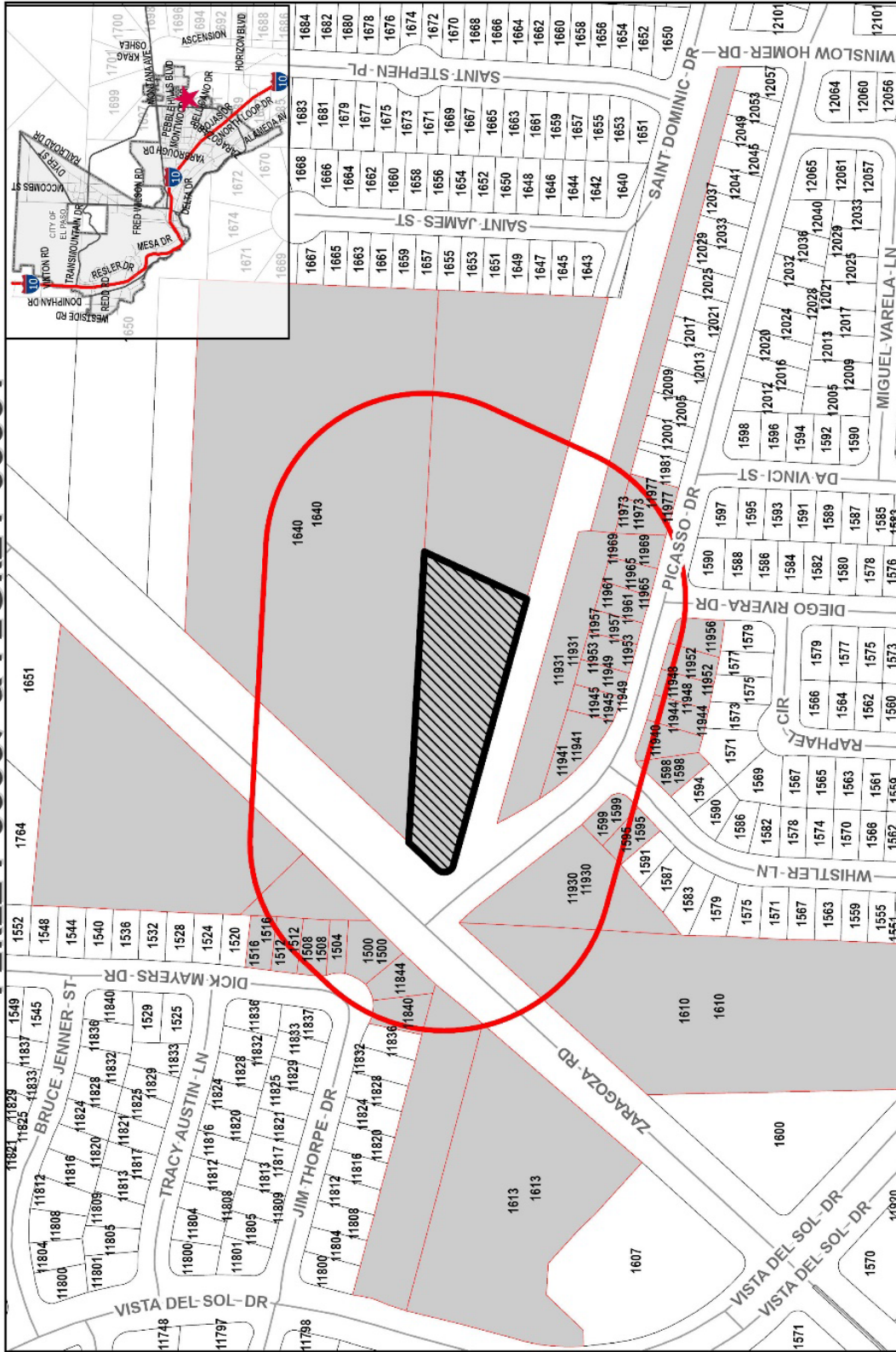
No comments provided.

Texas Gas Service

No comments provided.

ATTACHMENT 5

PZRZ24-00007 & PZCR24-00001



- 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. Discrepancies of this map may occur due to the use of different data sources or to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name Helfon Fred Marcus

Business Name Picasso Place, LLC

Agenda Item Type _____

Relevant Department _____

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

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

OR

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

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

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

Signature: Fred L. Vasquez Date: 7/17/24



Legislation Text

File #: 24-1060, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 6

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

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

AGENDA LANGUAGE:

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

An Ordinance amending a condition placed on property by Ordinance No. 15959 which changed the zoning of a portion of Tracts 17C1 and 17C2, Section 8, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release 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: Picasso and Zaragoza

Applicant: Picasso Place, LLC, PZCR24-00001

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

AGENDA DATE: August 13, 2024
PUBLIC HEARING DATE: September 10, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

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 amending a condition placed on property by Ordinance No. 15959 which changed the zoning of a portion of Tracts 17C1 and 17C2, Section 8, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition amendment 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: Picasso and Zaragoza
Applicant: Picasso Place, LLC, PZCR24-00001

BACKGROUND / DISCUSSION:

The applicant is requesting to amend a condition imposed by Ordinance No. 15959, dated December 7, 2004 on the subject property. On June 13, 2024, City Plan Commission recommended 6-0 to approve the proposed condition amendment request. As of July 24, 2024, the Planning Division has not received any communication in support or opposition to 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? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE AMENDING A CONDITION PLACED ON PROPERTY BY ORDINANCE NO. 15959 WHICH CHANGED THE ZONING OF A PORTION OF TRACTS 17C1 AND 17C2, SECTION 8, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of the property described as *A PORTION OF TRACTS 17C1 AND 17C2, SECTION 8, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, City of El Paso, El Paso County, Texas*, was changed by Ordinance No. 15959 approved by City Council on DECEMBER 7, 2004; and,

WHEREAS, the rezoning was subject to certain zoning conditions, and

WHEREAS, placement of such conditions were necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting the removal of a condition because the condition has been satisfied or is current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the condition was held before the City Plan Commission, and the Commission recommended approval of the release of the condition; and,

WHEREAS, the City Council of the City of El Paso has determined that the release of certain condition will protect the best interest, health, safety, and welfare of the public in general.

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

That the zoning condition for Parcel 1 imposed by Ordinance No. 15959 approved by City Council on *DECEMBER 7, 2004*, on the portion of land identified in **Exhibit "A"** be released because the condition has been satisfied and is no longer necessary, or is current requirement of the City Code.

Condition as follows:

ORDINANCE NO. 15959:

PARCEL 1:

THE FOLLOWING USES SHALL BE PROHIBITED: AUTOMOBILE, LIGHT AND HEAVY TRUCKS, BUSES, MOTORCYCLES AND BOATS SALES, STORAGE, RENTAL OR SERVICE; SALES, STORAGE, REPAIR AND RENTAL OF TRACTORS, HEAVY TRUCKS, FARM EQUIPMENT, CONTRACTOR'S EQUIPMENT AND HEAVY VEHICLES AND EQUIPMENT;

ORDINANCE: _____

PZCR24-00001

HQ24-2848|Trans#526025|P&I

JAQ

Page 1 of 2

TRAILER, MOBILE HOME, TRAVEL TRAILER AND RECREATIONAL VEHICLE SALES, DISPLAY AND REPAIR; AND CONTRACTOR'S YARD.

Except as herein amended, Ordinance No. 15959 shall remain in full force and effect.

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Jesus Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Phillip Etiwe, Director
Planning & Inspections Department

ORDINANCE: _____
HQ24-2848|Trans#526025|P&I
JAQ

PZCR24-00001

Page 2 of 2

Being a Portion of Tracts 17C1 and 17C2,
Section 8, Block 79, Township 2,
Texas and Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas

December 12, 2023

METES AND BOUNDS DESCRIPTION

1630 N. Zaragoza Road
Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of Tracts 17C1 and 17C2, Section 8, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a chiseled "V" located at the common boundary corner of Tracts 17C1 and 17C9, same being the southerly right-of-way line of Zaragoza Road (100' R.O.W.) and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said southerly right-of-way line of Zaragoza Road and along the common boundary line of Tracts 17C1 and 17C9, South $89^{\circ}59'51''$ East, a distance of 573.46 feet to a point for corner;

THENCE, leaving said common boundary line of Tracts 17C1 and 17C9, South $24^{\circ}13'18''$ West, a distance of 219.03 feet to a point for corner;

THENCE, North $78^{\circ}00'51''$ West, a distance of 438.58 feet to a point for corner at the easterly right-of-way line of Picasso Drive (90' R.O.W.);

THENCE, along the easterly right-of-way line of Picasso Drive, North $42^{\circ}01'28''$ West, a distance of 112.54 feet to a point for corner at the intersection of right of ways of the easterly right-of-way line of Picasso Drive and the southerly right-of-way line of Zaragoza Road;

THENCE, leaving said intersection of right-of-ways and along the southerly right-of-way line of Zaragoza Road, North $39^{\circ}36'09''$ East, a distance of 32.57 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 79,919.47 square feet or 1.8346 acres of land more or less.

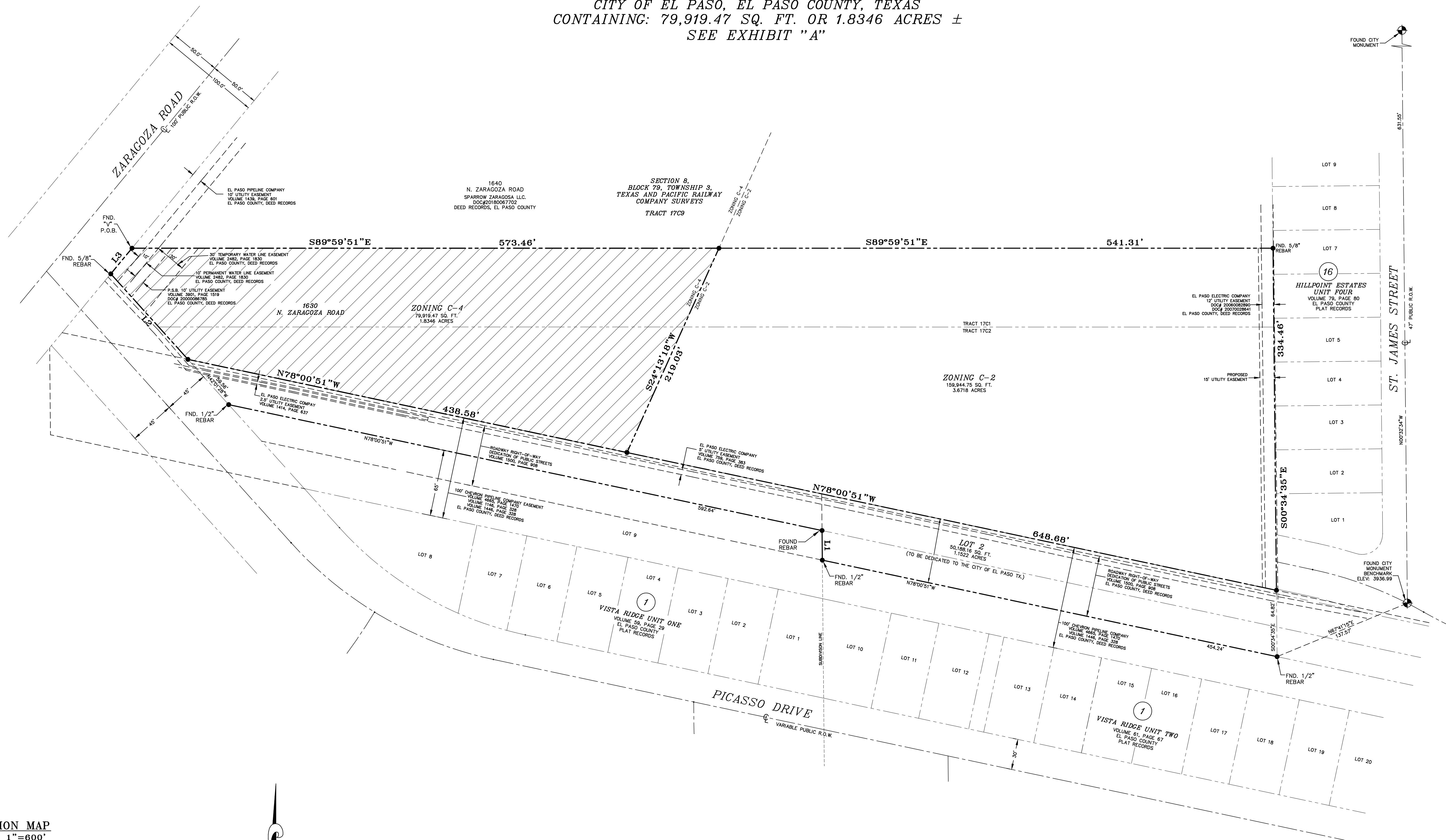
Carlos M. Jimenez
R.P.L.S.# 3950

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2023\23-2557_1630 N. Zaragoza_C4

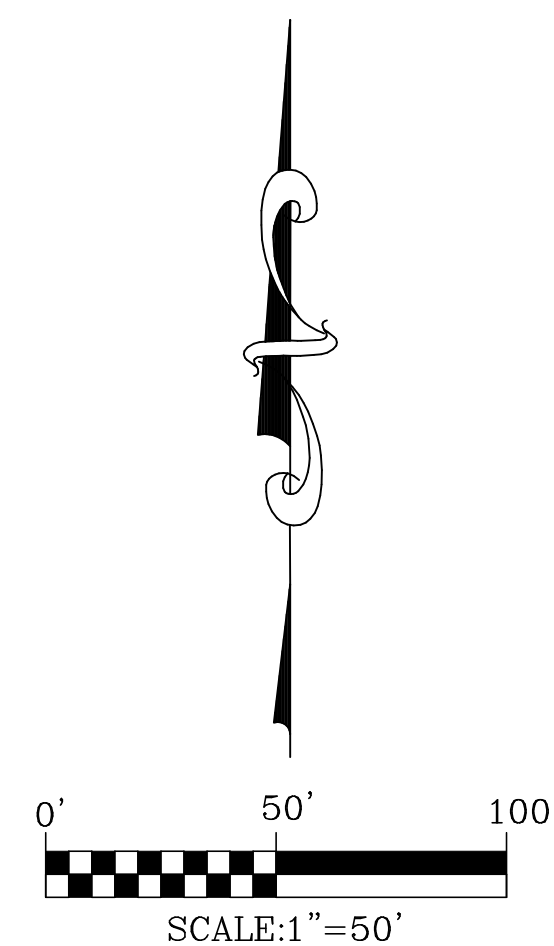
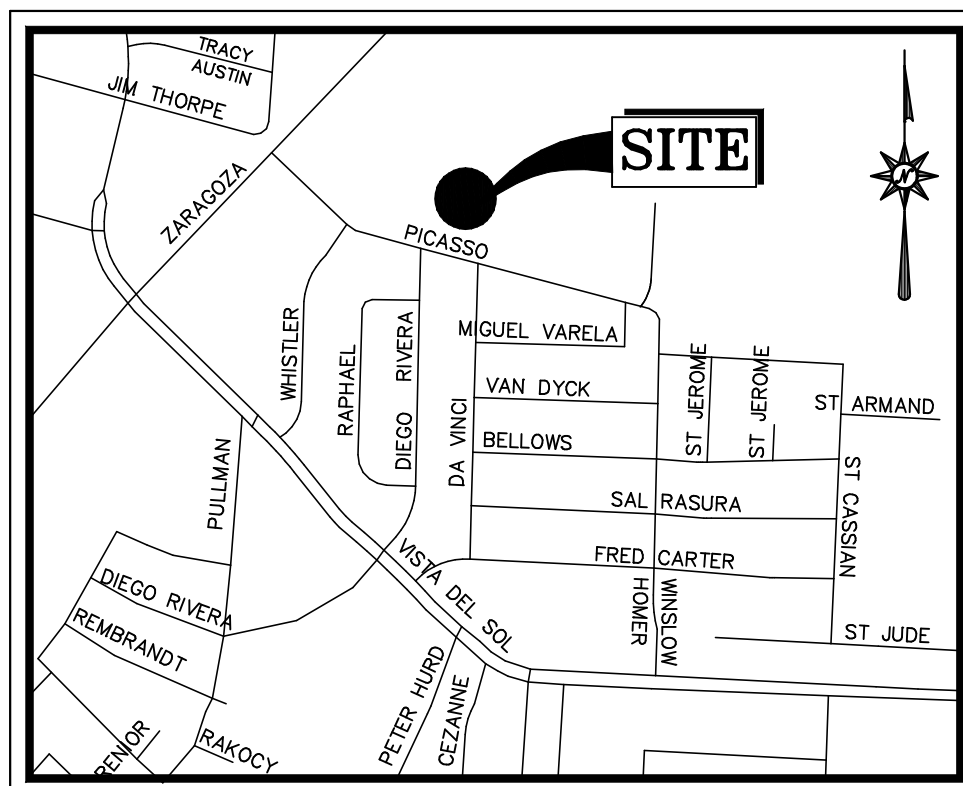


ZONE: C-4 SKETCH

A PORTION OF TRACTS 17C1 AND 17C2,
SECTION 8, BLOCK 79, TOWNSHIP 3,
TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 79,919.47 SQ. FT. OR 1.8346 ACRES ±
SEE EXHIBIT "A"



LOCATION MAP
SCALE: 1"=600'

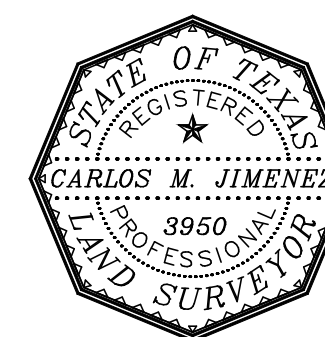


LINE TABLE		
LINE	LENGTH	BEARING
L1	28.96	N00°33'03\"W
L2	112.54	N42°01'28\"W
L3	32.57	N39°36'09\"E

COPYRIGHT © 2023 CAD CONSULTING CO. ALL RIGHTS RESERVED



NOTES:
ACCORDING TO THE FLOOD INSURANCE RATE MAP HEREON DESCRIBED TRACT LIES
IN ZONE "X", COMMUNITY PANEL NO. 480214-0046 F, DATED: 02/16/2006



CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND
IMPROVEMENT SURVEY WAS MADE ON THE GROUND BY ME
OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF.
CARLOS M. JIMENEZ R.P.L.S. No. 3950
FPM# 10099300

Picasso and Zaragoza

City Plan Commission — June 13, 2024 **REVISED**



CASE NUMBER: PZCR24-00001
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: Picasso Place, LLC
REPRESENTATIVE: Kistenmacher Engineering Company
LOCATION: North of Picasso Dr. and East of Zaragoza Rd. (District 6)
PROPERTY AREA: 1.84 acres
REQUEST: **Amend** Conditions Imposed by Ordinance No. 15959
RELATED APPLICATIONS: PZRZ24-00007 – Rezoning Application
 SUSU24-00025 – Major Combination
PUBLIC INPUT: None received as of June 6, 2024

SUMMARY OF REQUEST: The applicant is requesting to **amend** conditions imposed by Ordinance No. 15959, dated December 7, 2004 on the subject property.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the condition **amendment** request. This recommendation would allow for future development of the property consistent with the intent of the policies of G-4, Suburban (Walkable) future land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

PZRZ24-00007 & PZCR24-00001

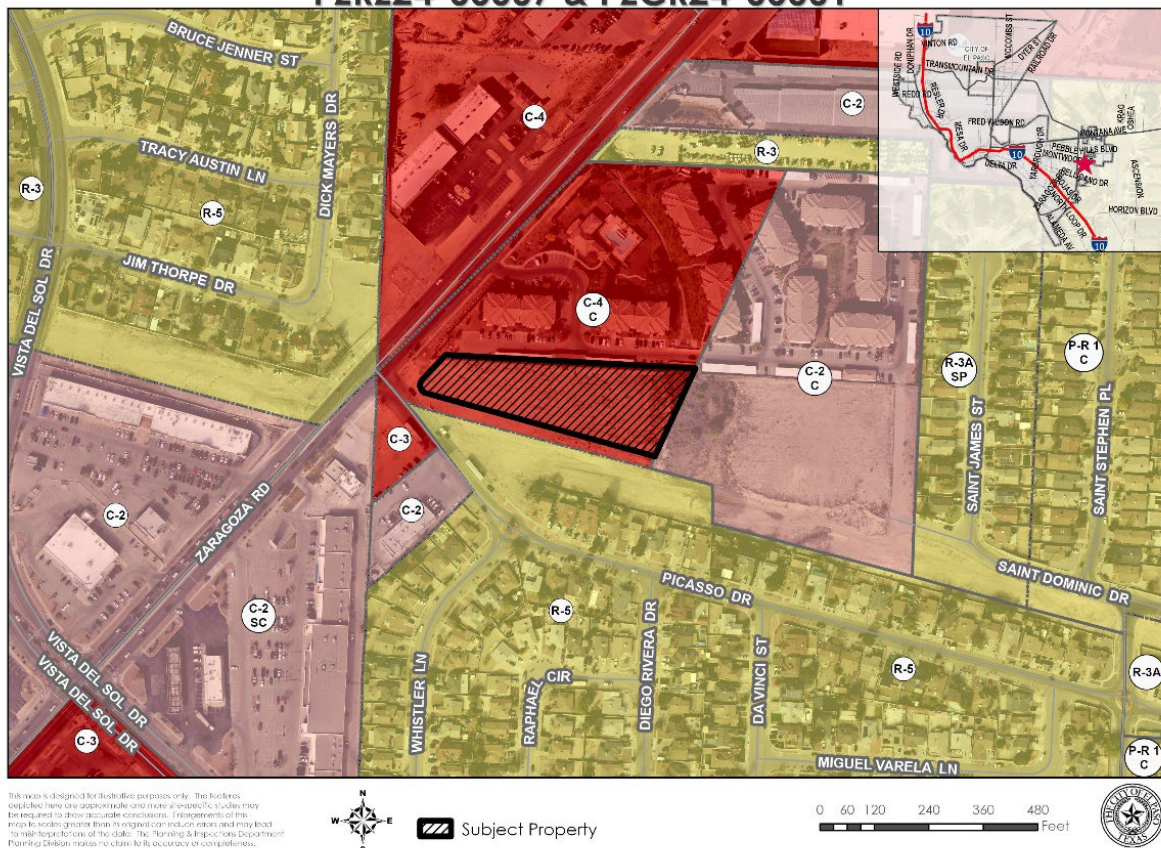


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to **amend** the conditions imposed by Ordinance No. 15959, dated December 7, 2004 to allow for a proposed development of a self-storage warehouse. The size of the property is 1.84 acres and is currently vacant. The conceptual site plan shows ten (10) proposed buildings with main access to the property provided from Picasso Drive.

PREVIOUS CASE HISTORY: On December 7, 2004, City Council approved of the rezoning of the subject property from R-3 (Residential) to C-4 (Commercial) for Parcel 1 and from R-3 (Residential) to C-2 (Commercial) for Parcel 2 with the following conditions imposed by Ordinance No. 15959:

Parcel 1 (C-4 portion): The following uses shall be prohibited: automobile, light and heavy trucks, buses, motorcycles and boats sales, storage, rental or service; sales, storage, repair and rental of tractors, heavy trucks, farm equipment, contractor's equipment and heavy vehicles and equipment; trailer, mobile home, travel trailer and recreational vehicle sales, display and repair; and contractor's yard.

Parcel 2 (C-2 portion): A ten-foot (10') wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along the easterly property line where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of the Chapter 20.65 of the El Paso Municipal Code and shall be required prior to the issuance of any building permits.

STAFF ANALYSIS: Review of the conditions applicable to the subject property demonstrates that condition for Parcel 1 will no longer be necessary, not applicable, or will be current requirement of the City Code with the proposed rezoning (PZR24-00007). Condition for Parcel 2 is necessary to protect adjacent residential properties and shall continue in effect. Staff recommends amending conditions on Ordinance No. 15959 to state the following:

A ten-foot (10') wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along the easterly property line where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of the Chapter 20.65 of the El Paso Municipal Code and shall be required prior to the issuance of any building permits.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed self-storage warehouse and the C-2 (Commercial) district are compatible with the adjacent C-4 (Commercial) zoning district to the north consisting of an apartment complex, R-5 (Residential) consisting of single-family dwellings and a vacant lot to the south, a C-2/c (Commercial/conditions) zoning district consisting of a vacant lot to the east, and R-5 (Residential) consisting of single-family dwellings and C-4 (Commercial) consisting of a vacant lot to the west. The proposed self-storage warehouse in a C-2 (Commercial) zoning district is compatible with the established character of the area surrounding the subject property. The nearest school is Vista Del Sol Environmental Science Academy School, which is located 0.52 miles away, and the nearest park is El Paso County Sports Park, which is (0.74 miles) from the subject property.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed condition release is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban (Walkable): This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property is proposed to be developed into self-storage warehouse, which is in character with the future land use designation of <i>Plan El Paso</i>.</p>

<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-2 (Commercial) District: The purpose of this district is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes. The proposed C-2 (Commercial) zoning district will provide for the integration of light commercial uses with adjacent R-5 (Residential), C-2, C-3, and C-4 (Commercial) zoning districts in the surrounding area.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning and condition release is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property has access to Picasso Drive, which is designated as a local street in the City's Major Thoroughfare Plan. In addition, it is adjacent to Zaragoza Road which is designated as a major arterial. The classification of these roads is appropriate for the proposed development.</p>
<p>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</p>	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>None. The subject property is not located within any historic districts nor any other special designation areas.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested condition release.</p>	<p>No. There are no anticipated adverse impacts.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is stable with no rezonings within the last 10 years.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>None.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Zaragoza Road and Picasso Drive, which are designated as major arterial and local street, respectively, under the City's Major Thoroughfare Plan (MTP). Access is proposed from Picasso Drive. The classification of this road is appropriate for the proposed development. Existing infrastructure and services are adequate to serve the proposed development. There are at least three (3) bus stops within walkable distance (0.25 mile) of the subject property. The closest bus stop is along Zaragoza Road, which is located 0.19 miles from the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: The subject property does not lie within any neighborhood associations. Public notices were mailed to property owners within 300 feet on May 16, 2024 and June 5, 2024. As of June 6, 2024, the Planning Division has not received any communication in support of or opposition to the request from the public.

RELATED APPLICATIONS: Rezoning application PZRZ24-00007 is running concurrently with this application. The rezoning application request is to rezone from C-4 (Commercial) to C-2 (Commercial) to allow for a self-storage warehouse.

CITY PLAN COMMISSION OPTIONS:

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

1. **Recommend Approval** of the condition release request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the condition release request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the condition release request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Ordinance No. 15959, dated December 7, 2004
4. Department Comments
5. Neighborhood Notification Boundary Map

PZRZ24-00007 & PZCR24-00001



[illegible]

ATTACHMENT 3

21D

ORDINANCE NO. 15959

AN ORDINANCE CHANGING THE ZONING OF PARCEL 1: A PORTION OF TRACT 17C60, 17C61, 17C23, 17C181, 17C182, 17C9, 17C1, AND 17C2, BLOCK 79, SECTION 8, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-4 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS; AND PARCEL 2: A PORTION OF TRACT 17C60, 17C61, 17C23, 17C181, 17C182, 17C9, 17C1, AND 17C2, BLOCK 79, SECTION 8, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD SURVEYS, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-2 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.68 OF THE EL PASO MUNICIPAL CODE.

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

That the zoning of Parcel 1: *A portion of Tract 17C60, 17C61, 17C23, 17C181, 17C182, 17C9, 17C1, and 17C2, Block 79, Section 8, Township 3, Texas and Pacific Railroad Surveys, El Paso, El Paso County, Texas*, as more particularly described by metes and bounds in the attached Exhibit "A", be changed **from R-3 (Residential) to C-4 (Commercial)**; and Parcel 2: *A portion of Tract 17C60, 17C61, 17C23, 17C181, 17C182, 17C9, 17C1, and 17C2, Block 79, Section 8, Township 3, Texas and Pacific Railroad Surveys, El Paso, El Paso County, Texas*, as more particularly described by metes and bounds in the attached Exhibit "A", be changed **from R-3 (Residential) to C-2 (Commercial)**; within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly; and

That Parcels 1 and 2 be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning from R-3 (Residential) to C-4 (Commercial) for Parcel 1, and from R-3 (Residential) to C-2 (Commercial) for Parcel 2, in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

Parcel 1:

The following uses shall be prohibited: automobile, light and heavy trucks, buses, motorcycles and boats sales, storage, rental or service; sales, storage, repair and rental of tractors, heavy trucks, farm equipment, contractor's equipment and heavy vehicles and equipment; trailer, mobile home, travel trailer and recreational vehicle sales, display and repair; and contractor's yard.

DOC: 5917 - Planning/7/ORD - Zoning Change MW

1

11/4/2004

ORDINANCE NO. 15959

Zoning Case No. ZON04-00127

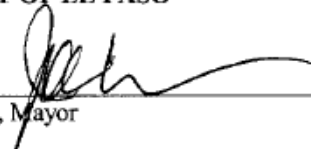
Parcel 2:

A ten-foot (10') wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along the easterly property line where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of the Chapter 20.65 of the El Paso Municipal Code and shall be required prior to the issuance of any building permits.


These conditions run with the land, are a charge and servitude thereon, and bind the current property owner and any successors in title. The City may enforce these conditions by injunction, by rescission of the zoning which is made appropriate as a result of these conditions, or by any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above conditions in its discretion without the consent of any third person who may be benefitted thereby, and without affecting the validity of this ordinance.

PASSED AND APPROVED this 7TH day of December, 2004.

THE CITY OF EL PASO


Joe Wardy, Mayor

ATTEST:


Richarda Duffy Momsen, City Clerk

(additional signatures on the following page)

DOC: 5917 - Planning/7/ORD - Zoning Change MW

2

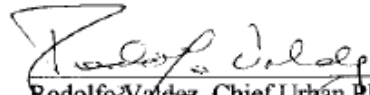
11/4/2004

ORDINANCE NO. 15959

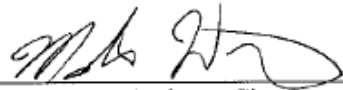
Zoning Case No. ZON04-00127

APPROVED AS TO CONTENT:


Fred Lopez, Zoning Coordinator
Planning, Research & Development


Rodolfo Valdez, Chief Urban Planner
Planning, Research & Development

APPROVED AS TO FORM:


Matt Watson, Assistant City Attorney

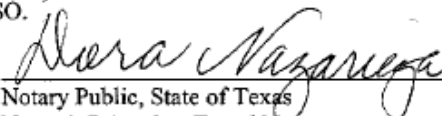
Acknowledgment

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 13th day of December, 2004,
by JOE WARDY as MAYOR of THE CITY OF EL PASO.

My Commission Expires:




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

DOC: 5917 - Planning/7/ORD - Zoning Change MW

3

11/4/2004

ORDINANCE NO. 15959

Zoning Case No. ZON04-00127

Being portion of Tracts 17C-60,
17C-61, 17C-23, 17C-181, 17C-182,
17C-9, 17C-1, AND 17C-2, Section 8,
Block 79, Township 3, T. & P. R.R. Surveys
City of El Paso, El Paso County, Texas
Prepared for: Juan Uribe
November 1, 2004
(PARCEL-1)
From R-3 to C-4

Exhibit "A"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 17C-60, 17C-61, 17C-23, 17C-181, 17C-182, 17C-9, 17C-1, and 17C-2, Section 8, Block 79, Township 3, Texas and Pacific Railroad Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at a found TX-DOT Disk set at the centerline intersection of Vista Del Sol Dr. and Zaragoza Rd. (FM 659), Thence along the centerline of Zaragoza Rd. (FM 659) North 39°36'01" East (rec. North 39°33'00" East) a distance of 1619.49 feet to a point from which a found TX-DOT Disk set for the point of inverse of said road centerline lies North 39°36'01" East (rec. North 39°33'00" East) a distance of 1025.51 feet; Thence South 50°23'59" East a distance of 50.00 feet to a point at the southeast right of way line of said road and the common corner of tracts 17C-13 and 17C-60, also being the "TRUE POINT OF BEGINNING".

Thence leaving said right of way and along the common boundary line of said tracts South 89°59'37" East (rec. South 90°00'00" East) a distance of 400.00 feet to a point;


Thence leaving said common boundary line South 24°15'07" West a distance of 724.50 feet to a point at the northerly line of a 100.0 foot right of way to Paso TEX pipeline recorded in book 1446, page 328, deed records of El Paso County, Texas;

Thence with said northerly right of way line North 77°59'02" West (rec. North 78°01'00" West) a distance of 438.58 feet to a point on the northeasterly line of Picasso Dr. (90.0 foot right of way) platted in Vista Ridge Unit One subdivision recorded in volume 59, page 29, plat records of El Paso County, Texas;

Thence with said northeasterly right of way line North 41°58'02" West (rec. North 42°00'00" West) a distance of 112.49 feet to a point on the at the southeasterly right of way line of Zaragoza Rd. (FM 659)

Thence with said right of way North 39°36'01" East (rec. North 39°33'00" East) a distance of 630.31 feet to the "TRUE POINT OF BEGINNING" and containing in all 6.984 acres of land more or less.

Bearing basis in true north for a Transverse Mercator Projection based at the center of this site.


Tony G. Conde
R.P.L.S. No. 2665

Job #804-104 T.C.

15959

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Being portion of Tracts 17C-60,
17C-61, 17C-23, 17C-181, 17C-182,
17C-9, 17C-1, AND 17C-2, Section 8,
Block 79, Township 3, T. & P. R.R. Surveys
City of El Paso, El Paso County, Texas
Prepared for: Juan Uribe
November 1, 2004
(PARCEL-2)
From R-3 to C-2

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 17C-60, 17C-61, 17C-23, 17C-181, 17C-182, 17C-9, 17C-1, and 17C-2, Section 8, Block 79, Township 3, Texas and Pacific Railroad Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at a found TX-DOT Disk set at the centerline intersection of Vista Del Sol Dr. and Zaragoza Rd. (FM 659), Thence along the centerline of Zaragoza Rd. (FM 659) North 39°36'01" East (rec. North 39°33'00" East) a distance of 1619.49 feet to a point from which a found TX-DOT Disk set for the point of inverse of said road centerline lies North 39°36'01" East (rec. North 39°33'00" East) a distance of 1025.51 feet; Thence South 50°23'59" East a distance of 50.00 feet to a point at the southeast right of way line of said road and the common corner of tracts 17C-13 and 17C-60; Thence leaving said right of way and along the common boundary line of said tracts South 89°59'37" East (rec. South 90°00'00" East) a distance of 400.00 feet to a point, also being the "TRUE POINT OF BEGINNING".

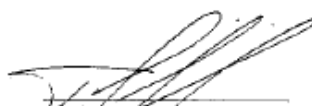
Thence along the common boundary line of said tracts, South 89°59'37" East (rec. South 90°00'00" East) a distance of 329.05 feet to a point at the northeast corner of Tract 17C-60.

Thence leaving the common boundary line of said tracts South 00°34'31" East (rec. South 00°34'31" East) a distance of 795.65 feet to a point at the northerly line of a 100.0 foot right of way to Paso TEX pipeline recorded in book 1446, page 328, deed records of El Paso County, Texas;

Thence with said northerly right of way line North 77°59'02" West (rec. North 78°01'00" West) a distance of 648.84 feet to a;

Thence leaving said northeasterly right of way line North 24°15'07" East a distance of 724.50 feet to the "TRUE POINT OF BEGINNING" and containing in all 8.278 acres of land more or less.

Bearing basis in true north for a Transverse Mercator Projection based at the center of this site.


Tony G. Conde
R.P.L.S. No. 2665

job #604-104 T.C.

15959

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the condition **amendment** request **to state the following:**

A ten-foot (10') wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along the easterly property line where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of the Chapter 20.65 of the El Paso Municipal Code and shall be required prior to the issuance of any building permits.

This recommendation would allow for future development of the property consistent with the intent of the policies of G-4, Suburban (Walkable) future land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to rezoning and condition release.

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. 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.
2. On site ponding is required 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.
3. The proposed ponding area(s) shall have enough capacity to hold all stormwater runoff for a designed 100-yr. storm event.

Note: Comments will be addressed at the permitting stage.

Fire Department

No adverse comments

Police Department

No comments provided.

Environment Services

No comments provided.

Streets and Maintenance Department

Streets and Maintenance traffic engineering has the following comments:

- No Traffic Impact Analysis (TIA) is required.
- Applicants shall be coordinated with TXDOT.

Note: Comments will be addressed at the permitting stage.

Sun Metro

No comments provided.

El Paso Water

EPWater-PSB does not object to this request.

A 15-foot Private Easement for the existing 8-inch diameter private sanitary sewer service shall be dedicated by plat. EPWater-PSB records indicate that the service line is west of the 12-foot EP Electric easement and proposed 15-foot utility easement. See Sanitary Sewer notes below.

Water:

There is an existing 12-inch diameter water main that extends along a 10-foot water line easement east of and parallel to Zaragoza Rd. This main is available for service.

There is an existing 8-inch diameter water main that extends along Saint Dominic Dr., located approximately 15-feet south of the north right-of-way line. This main dead-ends approximately 150-feet west of Saint James Dr. This main is available for main extension.

Previous water pressure reading from fire hydrant #9789, located approximately 50-feet north of the property within an easement, has yielded a static pressure of 70 (psi), a residual pressure of 66 (psi), and a discharge of 1,061 (gpm).

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends along a 10-foot utility easement east of and parallel to Zaragoza Rd. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Saint Dominic Dr., located approximately 25-feet south of the north right-of-way line. This main dead-ends approximately 130-feet west of Saint James Dr. This main is available for main extension.

There is an existing 8-inch diameter private sanitary sewer service that extends parallel to the eastern property line, approximately 30-feet to 35-feet west of the east property line. This service line serves 1640 Zaragoza Rd. A 15-foot Private Easement is needed for this private service to be dedicated by plat.

General:

The lot shall have water and sewer service connections fronting the limits of the lot.

Zaragoza Rd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Zaragoza Rd. right-of-way requires written permission from TxDOT.

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 provided.

Texas Department of Transportation

Water must be drained away from TXDOT ROW. Additionally, submit grading and drainage plans to TXDOT for review.

Note: Comments will be addressed at the permitting stage.

El Paso County Water Improvement District #1

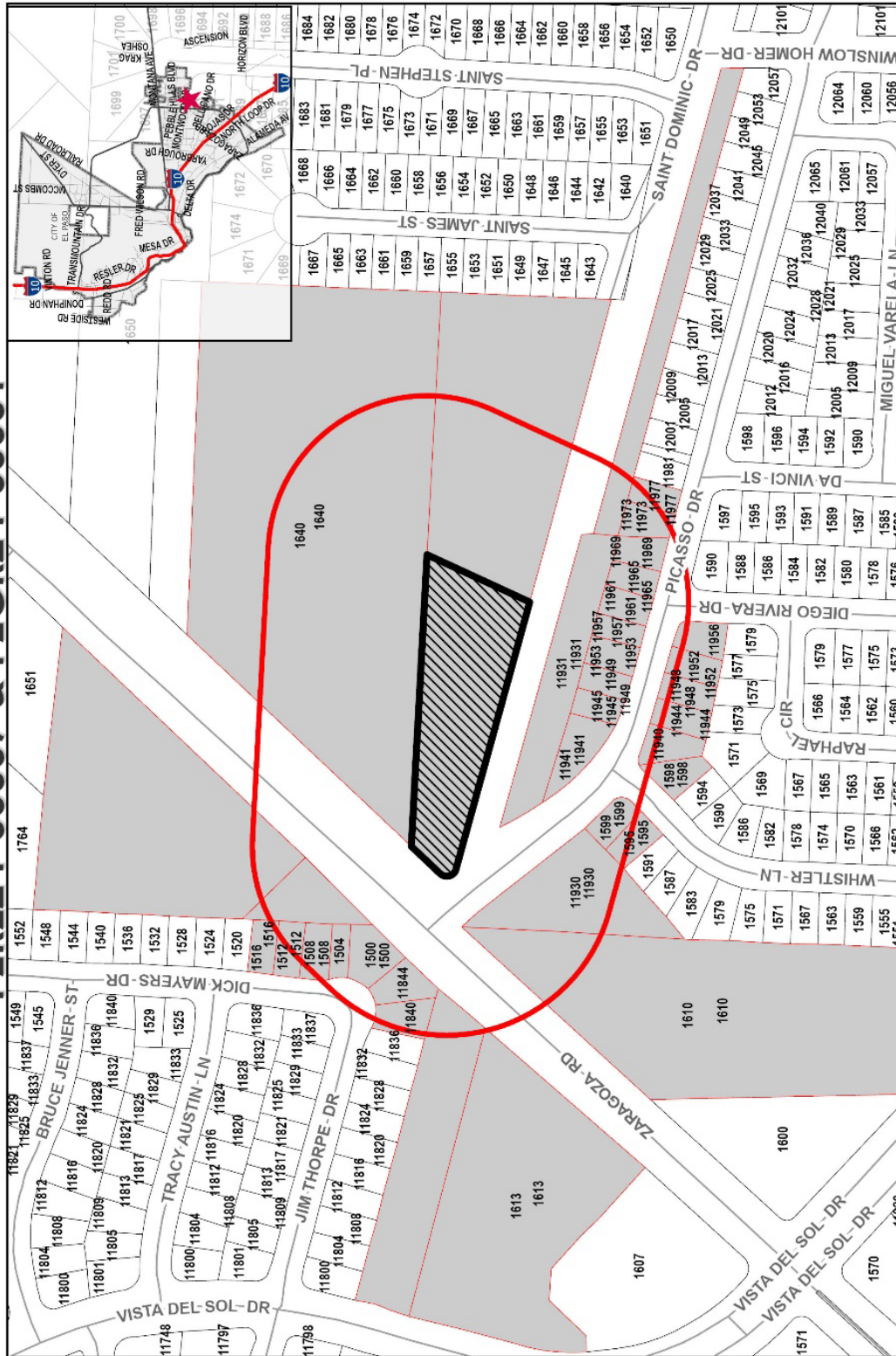
No comments provided.

Texas Gas Service

No comments provided.

ATTACHMENT 5

PZR24-00007 & PZCR24-00001



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 & Inspections Department Planning Division makes no claim to its accuracy or completeness.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name Helfon Fred Marcus

Business Name Picasso Place, LLC

Agenda Item Type _____

Relevant Department _____

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

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

OR

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

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

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

Signature: Fred Riasus Date: 7/17/24



Legislation Text

File #: 24-1099, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Outside City Limits

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 22.6965 acres of land, legally described as a portion of Tract 198, within sections 14, 15, 22 and 23, Township 27, South Range 3 East, New Mexico Principle Meridian, Dona Ana County, New Mexico.

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

DEPARTMENT: El Paso Water Utilities Public Service Board (EPWater)

AGENDA DATE: Introduction - August 27, 2024.
Public Hearing -September 10 2024 .

CONTACT PERSON/PHONE: Rocio P. Alvarado, Real Estate Manager, 915.594.5493

DISTRICT(S) AFFECTED: NA

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey to HZ Ventures, LLC, approximately 22.6965 acres of land, legally described as a portion of Tract 198, within Sections 14, 15, 22 and 23, Township 27, South Range 3 East, New Mexico Principle Meridian, Doña Ana County, New Mexico

EPWater, Rocio P. Alvarado, Real Estate Manager, 915.594.5493.

BACKGROUND / DISCUSSION:

The parcel of land is owned by the El Paso Water Utilities Public Service Board (“EPWater”), for and on behalf of the City of El Paso, a Texas municipal corporation, as part of its water system (*the “System”*). On December 9, 2020, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of EPWater to obtain an appraisal of the property.

On April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended; and,

On June 12, 2024, the Public Service Board approved the sale of the above-mentioned land.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, the City Council approved a closely item related to this one.

On July 2, 2024, the City Council approved the sale of 16.2097 acres of New Mexico land to Tyson and Megan Strain through the real estate broker.

AMOUNT AND SOURCE OF FUNDING: NA

BOARD / COMMISSION ACTION:

On June 12, 2024, the Public Service Board approved the sale of the land through the real estate broker.

**AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT
ROCIO P. ALVARADO TO PICK UP THE DOCUMENTS @ 594.5493.
THANK YOU.**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 22.6965 ACRES OF LAND, LEGALLY DESCRIBED AS A PORTION OF TRACT 198, WITHIN SECTIONS 14, 15, 22 AND 23, TOWNSHIP 27, SOUTH RANGE 3 EAST, NEW MEXICO PRINCIPLE MERIDIAN, DOÑA ANA COUNTY, NEW MEXICO

WHEREAS, the El Paso Water Utilities Public Service Board ("*EPWater*"), for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water utility systems (collectively the "*System*"); and,

WHEREAS, at its regular meeting on December 9, 2020, the Public Service Board determined approximately 22.6965 acres of land, legally described as a portion of Tract 198, within Sections 14, 15, 22 and 23, Township 27, South Range 3 East, New Mexico Principle Meridian, Doña Ana County, New Mexico (the "*Property*"), to be inexpedient to the water system and that the Property should be sold in accordance with state law; and,

WHEREAS, on April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended; and,

WHEREAS, on June 12, 2024, the Public Service Board approved and authorized the sale of the Property to HZ Ventures, LLC, for the sales price of \$450,000.00 and adopted a Resolution making the finding as set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any and all necessary documents to complete the conveyance of the Property; and,

WHEREAS, the Property being was appraised at its fair market value and the purchaser has agreed to pay above the appraised value;

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

22.6965 acres of land, legally described as a portion of Tract 198, within Sections 14, 15, 22 and 23, Township 27, South Range 3 East, New Mexico Principle Meridian, Doña Ana County, New Mexico

(Signatures begin on following page)

PASSED AND APPROVED this _____ day of _____.

CITY OF EL PASO

Oscar Leaser,
Mayor

ATTEST:

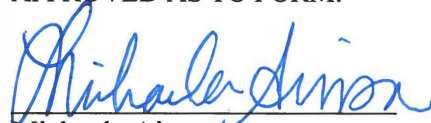
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO FORM:



Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NUMBER _____
Sale of NM Land – 22.6965 Acres – HZ Ventures, LLC

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "*Agreement*") is entered into by and between THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (the "*Seller*" or "*EPWater*") and HZ Ventures, LLC., a Texas limited liability company, ("*Buyer*"). The Seller and the Buyer may be referred to individually herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Seller owns the property described below; and

WHEREAS, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and

WHEREAS, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code Chapter 253; and

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Description of Property. The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in Dona Ana County, New Mexico:

An approximately 22.6965 acres of land, legally described as a portion of Tract 198, within Sections 14, 15, 22 and 23, Township 27 South, Range 3 East, N.M.P.M., Doña Ana County, New Mexico, such portion being legally described by metes and bounds in Exhibit A, attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "*Property*").

1.1 Seller's Reservations & Disclosures. The Property will be conveyed to the Buyer at Closing subject to certain exceptions, if any, by the Seller, as more particularly identified on Exhibit B, attached hereto and incorporated fully herein (the "*Seller's Reservations and Disclosures*") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.

In addition, the Property will be conveyed to the Buyer at Closing subject to known disclosures, if any, as more particularly identified on Exhibit B, attached hereto and incorporated fully herein.

1.2 Reliance on the Buyer's Own Diligence. It is acknowledged and agreed that the Buyer has conducted and is relying solely on its own due diligence concerning the Property,

including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

1.3 Easements. The Property shall be conveyed to the Buyer subject to all easements, whether of record or not, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

- a) Seller shall grant to Buyer at Closing a 40-foot access easement more particularly described in Exhibit C, attached hereto and incorporated fully herein. Buyer shall maintain such access easement.

Such easement is solely for the purpose of benefitting and providing access to the Property which is the subject matter of this agreement.

1.4 [Intentionally Deleted]

1.5 Utility Connections and Modifications. Buyer shall be solely responsible for the costs of all on-site and off-site extensions, relocations, easements, replacements, or adjustments of water, sanitary sewer, and appurtenances, and for all utility connections including without limitation public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services necessitated by and attributable to the proposed subdivision improvement plans, or to otherwise provide service lines to the Property.

2. Purchase Price. The purchase price for the Property shall be Four Hundred Fifty Thousand U.S. Dollars and Zero Cents, (\$450,000.00) (the "**Purchase Price**").

2.1 Payable at Closing. The full Purchase Price shall be tendered to Seller at Closing.

2.2 Earnest Money. Buyer shall pay Seller in the amount of Seventeen Thousand Five Hundred U.S Dollars and Zero Cents, (\$17,500.00) (the "**Earnest Money**") with Darlene Bernal of Las Cruces Abstract & Title Company (the "**Escrow Agent**") no more than five (5) business days after the Effective Date as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when Closing occurs.

2.3 Earnest Money Deposit. The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

2.4 [Intentionally Deleted]

3. Inspection Period. For period of twenty (20) days, beginning on the Effective Date (the "**Inspection Period**"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 Access. Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer's employees and agents will have the right to enter the Property to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before entering onto the Property at any time prior to Closing.

3.2 Termination During Inspection Period. Buyer may terminate this Agreement by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money Deposit, less the Independent Consideration, shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. Survey. If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within twenty (20) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. Title Binder. Within twenty (20) business days after the Effective Date, Seller will, at Buyer's expense, deliver or cause to be delivered to Buyer a title commitment covering the Property from Las Cruces Abstract & Title Company (the "**Title Company**"), binding the Title Company to issue an Owner's Policy of Title Insurance ("**Owner's Policy**") with respect to the Property in the full amount of the Purchase Price at the Closing (the "**Title Binder**"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Seller will provide copies of the Title Binder and all recorded documents affecting the Property to Buyer no later than three (3) days after the Seller's receipt of the same.

5.1 Buyer's Approval of Title. Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("**Non-Permitted Encumbrances**"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "**Permitted Exceptions**"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will

not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 Compliance. In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. Representations of the Seller. The Seller hereby represents, to the extent allowed by law, to the Buyer, that, to its actual knowledge, the following are true in all material respects:

6.1 Parties in Possession. At the time of Closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 Mechanic's Lien. (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 Litigation. There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

6.4 Bills Paid. At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 Taxes. The taxes for the year 2023 and/or pro-rata 2024 will be paid by Seller. Any taxes, fees, and assessments imposed after the date of Closing shall be the responsibility of Buyer.

7. Representations of the Buyer. The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 Authority. The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by the Buyer herein.

7.2 Non-Contravention. The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 Consents. No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this

Agreement by the Buyer or the performance by the Buyer of the transactions contemplated

hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 Bankruptcy. The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 Litigation. There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

8. Closing. The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "**Closing**") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "**Approval Date**").

8.1 Amount of Payment of Purchase Price. The full amount of the Purchase Price shall be tendered to Seller at the Closing.

8.2 Closing Costs. Costs required to consummate the Closing shall be paid by the Parties as follows:

(a) The Buyer shall pay all costs required to consummate the Closing, including without limitation:

- (i) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
- (ii) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property; and
- (iii) Any and all escrow fees.

(b) Buyer shall pay any and all real estate appraisal costs and surveys fees.

(c) All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and the Seller as is customary in real estate transactions closing in Dona Ana County,

New Mexico.

8.3 Conditions to the Seller's Obligation to Close. The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement.

8.4 Seller's Obligations. At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

- (a) The deed to the Property, in the form attached hereto as Exhibit D (the "*Deed*"), (subject to the Permitted Exceptions and to such changes that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);
- (b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;
- (c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;
- (d) The metes and bounds survey of the Seller's Reservations, if applicable; and
- (e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

8.5 Buyer's Obligations. At the Closing, the Buyer shall:

- (a) Pay the Purchase Price;
- (b) Deliver any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and
- (c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

8.6 Possession. Possession of the Property will be transferred to the Buyer at Closing.

8.7 Broker's Fees. To the extent permitted by law, each Party agrees to release, protect, indemnify, defend and hold the other harmless from and against any and all claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming

by, through or under such Party.

9. Default.

9.1 Default by the Buyer. If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

9.2 Default by the Seller. If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

9.3 Recoverable Damages. The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

9.4 Costs of Enforcement. Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and reasonable attorney's fees.

9.5 Return of Property Information. If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 Liability of Parties. Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

10. Miscellaneous.

10.1 Notice. Any notice, demand, direction, request, or other instrument authorized or

required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

SELLER: El Paso Water Utilities Public Service Board
John E. Balliew, President/CEO
1154 Hawkins Blvd.
El Paso, Texas 79925

Copy to: El Paso Water Utilities Public Service Board
Attn: Alma De Anda
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, TX 79925
ADeAnda@epwater.org

BUYER: HZ Ventures LLC
Address: 421 Frederick
El Paso, TX 79905
Attn: Diego Vasquez
Phone: 915-471-6011
Email: diego@ocosw.com

10.2 Entire Agreement/ Governing Law. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of New Mexico with jurisdiction in courts of competent jurisdiction of Dona Ana County, New Mexico.

10.3 Time. Time is of the essence of this Agreement and each and every provision hereof.

10.4 Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

10.5 Survival of Provisions. The terms contained in all of Section 1; Section 2; Section 3, Section 5; Section 7; ~~Section~~ 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 "AS IS, WHERE IS". THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 ENVIRONMENTAL MATTERS. AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND

LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.9 Effective Date. As used herein, "*Effective Date*" means the date this Agreement is received by the Title Company on the space provided for in this Agreement.

10.10 Assignment. The Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.

10.12 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

SELLER:

**EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**, for and on
behalf of **THE CITY OF EL PASO**, a Texas
municipal corporation

By: [Signature]
John E. Balliew
President/CEO

Executed on: 7/17/24

APPROVED AS TO FORM:

[Signature]
Michaela Ainsa
Senior Assistant General Counsel

APPROVED AS TO CONTENT:

[Signature]
Alma De Anda
Utility Land and Water Rights Manager

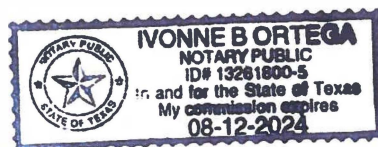
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 17 day of July, 2024, by John E. Balliew, President/CEO of the El Paso Water Utilities Public Service Board.

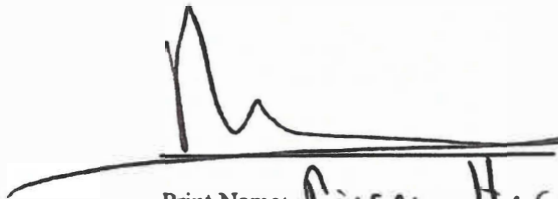
[Signature]
Notary Public, State of Texas

My Commission Expires:
8-12-2024



[Signatures Continue on the Following Page]


BUYER:


Print Name: Pierre Hernandez
Executed on: 07-10-24

ACKNOWLEDGEMENT

Texas
STATE OF ~~NEW MEXICO~~ §
El Paso §
COUNTY OF ~~DONA ANA~~ §

This instrument was acknowledged before me on the 10th day of July, 2024, by
Pierre Hernandez, President,
HZ Ventures LLC


Notary Public, State of New Mexico

My Commission Expires:
4.20.26



This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the ____ day of _____, 202__, which shall be the *Approval Date* for the purpose described herein.

THE CITY OF EL PASO, TEXAS,
a Texas municipal corporation,

By: _____
Cary Westin
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

This Agreement has been received and reviewed by the Title Company this the 26TH day of July, 2024. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:

Las Cruces Abstract & Title Company

By: 
Darlene Bernal
Escrow Officer



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F 737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

A 22.6965 acres parcel situate southeast of La Union, Doña Ana County, New Mexico as a portion of Tract 198 within Sections 14, 15, 22 and 23, Township 27 South, Range 3 East, N.M.P.M as recorded in Book 185, Pages 1121-1122, Doña Ana County Deed Records, and being more particularly described by metes and bounds as follows.

BEGINNING at a 1/2 inch rebar found on the Texas-New Mexico State Line for the northeast corner of said Tract 198 and the northeast corner of the parcel herein described, identical to the northwest corner of Tract 9A, Block 19, Upper Valley Surveys as described in Book 3514, Page 1152, El Paso County Deed Records;

THENCE, leaving the northeast corner of said Tract 198 and following the Texas-New Mexico State Line, South 04°47'15" East, a distance of 180.12 feet to position of Texas-New Mexico Monument No. 27 (Now Destroyed) for an angle point of the parcel herein described;

THENCE, continuing along the Texas-New Mexico State Line, South 15°23'40" West, a distance of 990.35 feet to a 1/2 inch rebar with survey cap No. "NM 21400" set for the southeast corner of the parcel herein described; **WHENCE**, the position of Texas-New Mexico Boundary Monument No. 28 (Now Destroyed), bears South 15°23'40" West, a distance of 109.30 feet;

THENCE, leaving the Texas-New Mexico State Line, North 90°00'00" West, a distance of 750.03 feet to a 1/2 inch rebar with survey cap No. "NM 21400" set on the east right-of-way line of the Vinton Drain (120 feet wide) for the southwest corner of the parcel herein described;

THENCE, following the east right-of-way line of said Vinton Drain, North 09°29'15" East (North 09°29'00" East~record), a distance of 169.98 feet (170.10 feet~record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the east right-of-way line of said Vinton Drain, North 04°01'00" East, a distance of 391.80 feet (391.76 feet~record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the east right-of-way line of said Vinton Drain, North 01°29'00" East, a distance of 142.71 feet (142.64 feet~record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the east right-of-way line of said Vinton Drain, North 09°04'58" West (North 09°05'00" West~record), a distance of 446.69 feet (446.68 feet~record) to a 1/2 inch rebar found for the northwest corner of the parcel herein described, identical to the northwest corner of said Tract 198; **WHENCE**, a 5/8 inch rebar with survey cap No. "TX 1976" found at the northeast

417 Executive Center Blvd. • El Paso, Texas 79902 • P - (915) 542-4900 • F - (915) 542-2867 • www.brockbustillos.com

corner of Tract 6, Block 19, Upper Valley Surveys same being the intersection of Vinton Road and the Vinton Drain, bears North 16°01'52" West, a distance of 1,902.16 feet;

THENCE, leaving the east right-of-way line of said Vinton Drain, South 89°33'00" East, a distance of 1,009.29 feet to the **POINT OF BEGINNING**.

Said parcel containing 22.6965 acres (988,657.4 square feet), more or less, and being subject to all easements, restrictions and covenants of record.


Aaron Alvarado, NM P.S. No. 21400

Date: July 27, 2021

05896-136-22.6965 AC-DESC

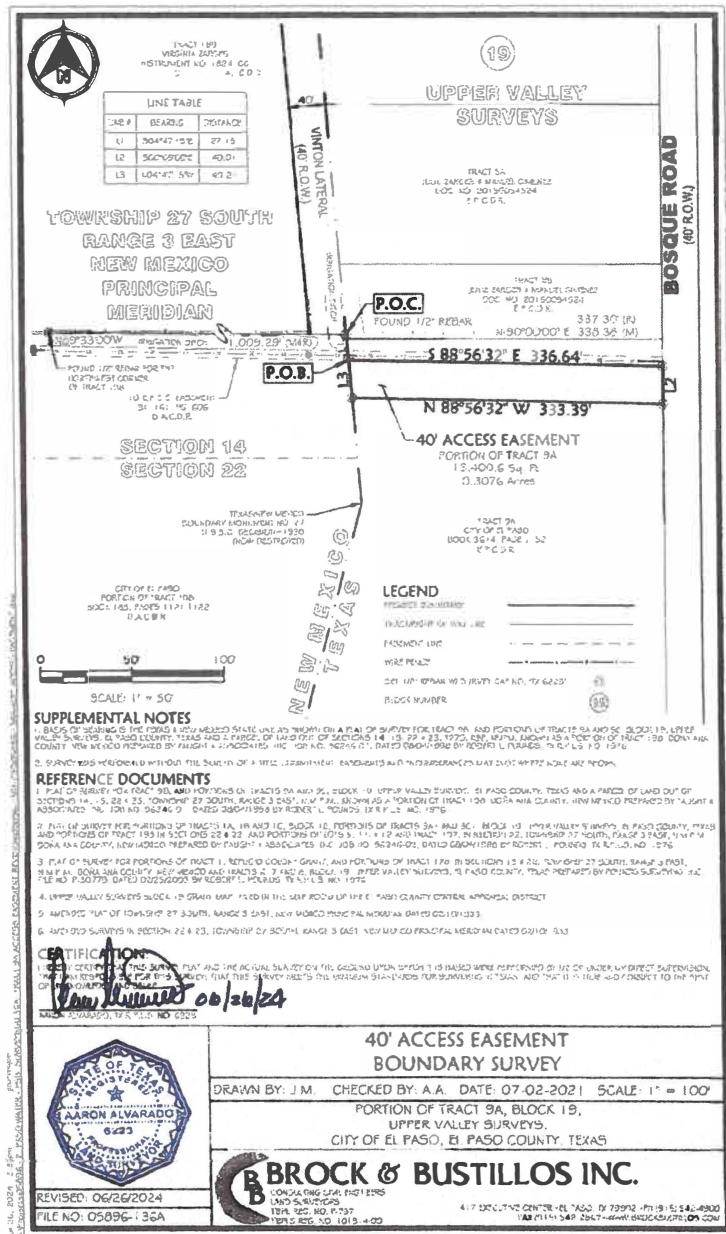


EXHIBIT B
Seller's Reservations & Disclosures

Reservations: N/A

Disclosures: Water Rights 22.6965 acres

Access Easement





BROCK & BUSTILLOS INC.
CIVIL ENGINEERS LAND ENGINEERS LAND SURVEYORS

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

METES AND BOUNDS DESCRIPTION
"40 FEET ACCESS EASEMENT"

A 0.3076 acre parcel situate west of the corporate limits of the Village of Vinton, El Paso County, Texas as a portion of Tract 9A, Block 19, Upper Valley Grant Surveys, and being more particularly described by metes and bounds as follows.

COMMENCING at a 1/2 inch rebar found on the Texas-New Mexico State Line for the northwest corner of said Tract 9A, identical to the northeast corner of Tract 198 within Sections 14, 15, 22 and 23, Township 27 South, Range 3 East, N.M.P.M. as described in Book 185, Pages 1121-1122, Doña Ana County Deed Records; **THENCE**, leaving the northwest corner of said Tract 9A and following the Texas-New Mexico State Line, South 04°47'15" East, a distance of 27.15 feet to a 1/2 inch rebar, with survey cap No. "TX 6223" set for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;


THENCE, leaving the Texas-New Mexico State Line, South 88°56'32" East, a distance of 336.64 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the west right-of-way line of Bosque Road (40 feet wide) for the northeast corner of the parcel herein described;

THENCE, following the west right-of-way line of said Bosque Road, South 00°09'00" East, a distance of 40.01 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southeast corner of the parcel herein described;

THENCE, leaving the west right-of-way line of said Bosque Road, North 88°56'32" West, a distance of 333.39 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the Texas-New Mexico State Line for the southwest corner of the parcel herein described, identical to the west boundary line of said Tract 9A;

THENCE, following the Texas-New Mexico State Line, North 04°47'15" West, a distance of 40.21 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.3076 acres (13,400.6 square feet), more or less, and being subject to all easements, restrictions and covenants of record.


Aaron Alvarado, TX R.P.L.S. No. 6223
Date: June 26, 2024
05896-136A-40FT ACCESS EASEMENT-DESC



417 Executive Center Blvd. • El Paso, Texas 79902 • P (915) 542-4900 • F (915) 542-2867 • www.brockbustillos.com

Exhibit C
Deed

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date: _____.

Grantor: **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and behalf of the CITY OF EL PASO, TEXAS, a Texas municipal corporation**
1154 Hawkins
El Paso, Texas 79925

Grantee: **HZ Ventures, LLC, a Texas limited liability company**
421 Frederick
El Paso TX 79905
Attn: Diego Vasquez
Phone: 915 471 6011. diego@ocosw.com

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 22.6965 acres of land, legally described as a portion of Tract 198, within Sections 14, 15, 22 and 23, Township 27 South, Range 3 East, N.M.P.M, Doña Ana County, New Mexico, such portion being legally described by metes and bounds in **Exhibit A**, attached hereto.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

INSPECTION OF THE PROPERTY

Grantor, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor.

When the context requires, singular nouns and pronouns include the plural.

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

**THE CITY OF EL PASO,
a Texas municipal corporation**

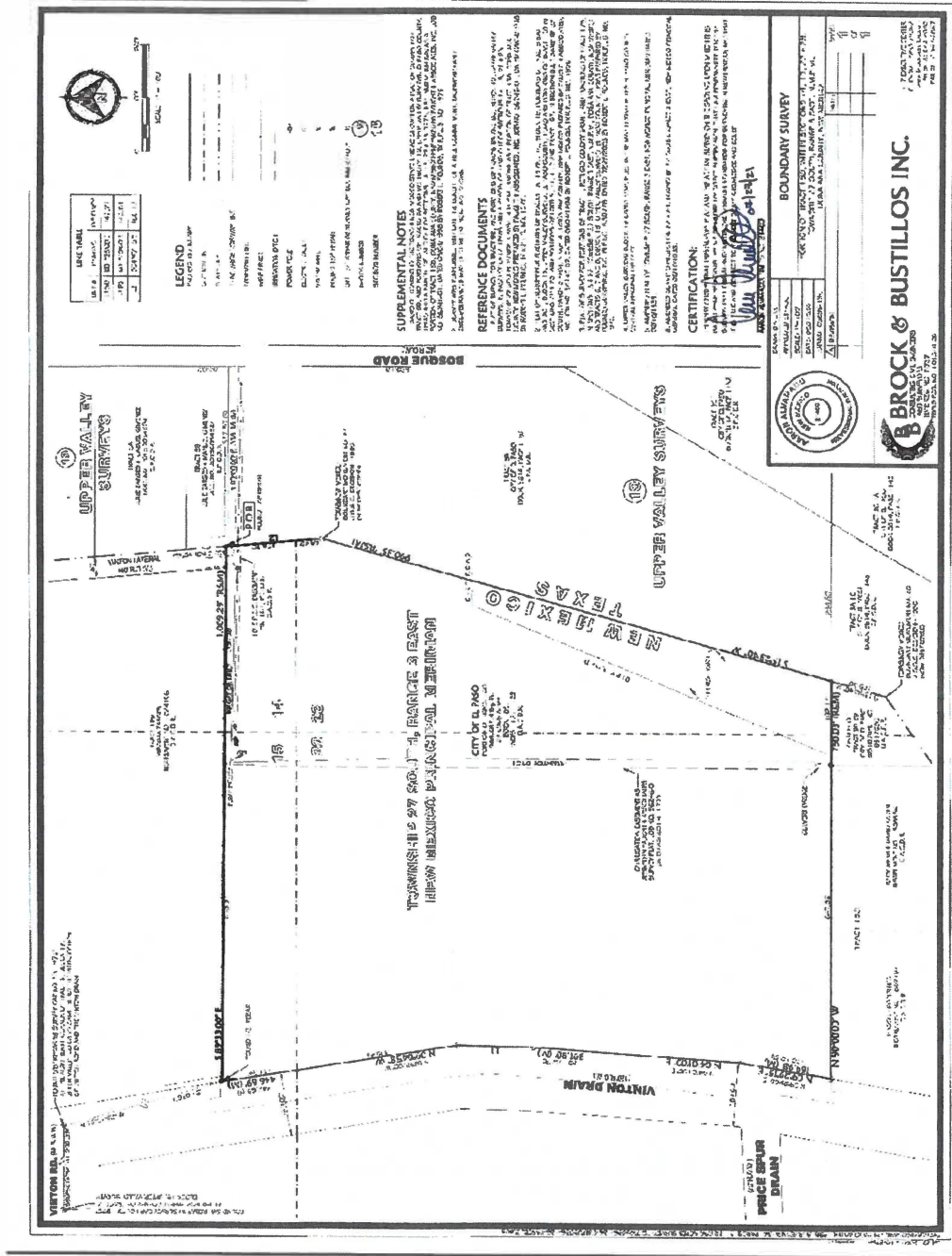
By: _____
Name: Cary Westin
Title: City Manager

THE STATE OF TEXAS §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Cary Westin, Interim City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

EXHIBIT A



Sale of NM Land - 22.6965 Acres



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

A 22.6965 acres parcel situate southeast of La Union, Doña Ana County, New Mexico as a portion of Tract 198 within Sections 14, 15, 22 and 23, Township 27 South, Range 3 East, N.M.P.M as recorded in Book 185, Pages 1121-1122, Doña Ana County Deed Records, and being more particularly described by metes and bounds as follows.

BEGINNING at a 1/2 inch rebar found on the Texas-New Mexico State Line for the northeast corner of said Tract 198 and the northeast corner of the parcel herein described, identical to the northwest corner of Tract 9A, Block 19, Upper Valley Surveys as described in Book 3514, Page 1152, El Paso County Deed Records;

THENCE, leaving the northeast corner of said Tract 198 and following the Texas-New Mexico State Line, South 04°47'15" East, a distance of 180.12 feet to position of Texas-New Mexico Monument No. 27 (Now Destroyed) for an angle point of the parcel herein described;

THENCE, continuing along the Texas-New Mexico State Line, South 15°23'40" West, a distance of 990.35 feet to a 1/2 inch rebar with survey cap No. "NM 21400" set for the southeast corner of the parcel herein described; **WHENCE**, the position of Texas-New Mexico Boundary Monument No. 28 (Now Destroyed), bears South 15°23'40" West, a distance of 109.30 feet;

THENCE, leaving the Texas-New Mexico State Line, North 90°00'00" West, a distance of 750.03 feet to a 1/2 inch rebar with survey cap No. "NM 21400" set on the east right-of-way line of the Vinton Drain (120 feet wide) for the southwest corner of the parcel herein described;

THENCE, following the east right-of-way line of said Vinton Drain, North 09°29'15" East (North 09°29'00" East-record), a distance of 169.98 feet (170.10 feet-record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the east right-of-way line of said Vinton Drain, North 04°01'00" East, a distance of 391.80 feet (391.76 feet-record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the east right-of-way line of said Vinton Drain, North 01°29'00" East, a distance of 142.71 feet (142.64 feet-record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

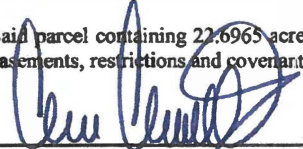
THENCE, continuing along the east right-of-way line of said Vinton Drain, North 09°04'58" West (North 09°05'00" West-record), a distance of 446.69 feet (446.68 feet-record) to a 1/2 inch rebar found for the northwest corner of the parcel herein described, identical to the northwest corner of said Tract 198; **WHENCE**, a 5/8 inch rebar with survey cap No. "TX 1976" found at the northeast

417 Executive Center Blvd. • El Paso, Texas 79902 • P - (915) 542-4900 • F - (915) 542-2867 • www.brockbustillos.com

corner of Tract 6, Block 19, Upper Valley Surveys same being the intersection of Vinton Road and the Vinton Drain, bears North 16°01'52" West, a distance of 1,902.16 feet;

THENCE, leaving the east right-of-way line of said Vinton Drain, South 89°33'00" East, a distance of 1,009.29 feet to the **POINT OF BEGINNING**.

Said parcel containing 22.6965 acres (988,657.4 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



Aaron Alvarado, NM P.S. No. 21400
Date: July 27, 2021
05896-136-22.6965 AC-DESC



\\pds\casel\05896-136-22.6965 AC-DESC.dwg - EL PASO WATER - PSB - SURVEY\05896-136-22.6965 ACRES SURVEY - TO 7\PROPERTY DESCRIPTION\05896-136-22.6965 AC-DESC.dwg

13.14.18.13 NM FORM 6: COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

[NM Form 6; ALTA Form Rev. 08-01-2016 (NM modified 07-01-18); technical corrections 04-02-18]

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

STEWART TITLE GUARANTY COMPANY

TCNM, LLC DBA LAS CRUCES ABSTRACT & TITLE COMPANY

- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
- 4. COMPANY'S RIGHT TO AMEND**
- The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
- 5. LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

STEWART TITLE GUARANTY COMPANY

TCNM, LLC DBA LAS CRUCES ABSTRACT & TITLE COMPANY

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

STEWART TITLE GUARANTY COMPANY

TCNM, LLC DBA LAS CRUCES ABSTRACT & TITLE COMPANY

stewart title

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Pursuant to the New Mexico title insurance law Section 59A-30-4 NMSA 1978, control and supervision by superintendent and title insurance regulation 13.14.18.10 NMAC, no part of any title insurance commitment, policy or endorsement form promulgated by the New Mexico superintendent of insurance may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico superintendent of insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico superintendent of insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located.

Transaction Identification Data for reference only:

Issuing Agent: Darlene Bernal
Issuing Office: TCNM, LLC dba Las Cruces Abstract & Title Company
Issuing Office's ALTA® Registry ID:
Commitment No.: 084222
Issuing Office File No.: 084222
Property Address: Parcel 3 R1713234, Las Cruces, NM 88001

SCHEDULE A

1. Commitment Date: June 20, 2022 at 07:00 AM
2. Policy to be issued:
 - (a) ☒ ALTA Owners Policy (06/17/06)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:

The City of El Paso for the use and benefit of its El Paso Water Utilities Public Service Board
5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

STEWART TITLE GUARANTY COMPANY

TCNM, LLC DBA LAS CRUCES ABSTRACT & TITLE COMPANY

SCHEDULE A
(Continued)

stewart
title guaranty company



TCNM, LLC dba Las Cruces Abstract &
Title Co.

Darlene Bernal

Darlene Bernal, Authorized Agent

F. H. Eppinger
Frederick H. Eppinger
President and CEO

Denise Carraux
Denise Carraux
Secretary

STEWART TITLE GUARANTY COMPANY

TCNM, LLC DBA LAS CRUCES ABSTRACT & TITLE COMPANY

EXHIBIT A

The land referred to in this Commitment is described as follows:

Being the description of land known as a portion of Tract 198, Sections 14, 15, 22 and 23, Township 27 South, Range 3 East, N.M.P.M., Dona Ana County, New Mexico, being more particularly described by metes and bounds as follows:

BEGINNING AT A 1/2" rebar with plastic cap set for on the Texas-New Mexico State Line for the Northeast corner of Tract 198 and for the Northeast corner of this parcel;

THENCE South 04°47'15" East, with the State line, 180.12 feet to the correct position for Boundary Monument No. 27, found disturbed, for an Easterly corner of this parcel

THENCE South 15°23'40" West, with the State Line, 990.35 feet to a point for the Southeast corner of this parcel, from this corner, the correct position for Boundary Monument No. 28 bears South 15°23'40" West, 109.30 feet;

THENCE West, 750.03 feet to a 1/2" rebar with plastic cap set on the East right-of-way of the Vinton Drain for the Southwest corner of this parcel;

THENCE Northerly with the Easterly right-of-way of the Vinton Drain the following courses and distances:

North 09°29'00" East, 170.10 feet to a 1/2" rebar with plastic cap;

North 04°01'00" East, 391.76 feet to a 1/2" rebar with plastic cap;

North 01°29'00" East, 142.64 feet to a 1/2" rebar with plastic cap;

and North 09°05'00" West, 446.68 feet to a 1/2" rebar with plastic cap set for the Northwest corner of this parcel;

THENCE South 89°33'00" East, with the common boundary of Tracts 198 and 199, 1009.29 feet to the point of beginning.

STEWART TITLE GUARANTY COMPANY

TCNM, LLC DBA LAS CRUCES ABSTRACT & TITLE COMPANY

**SCHEDULE B - SECTION I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If the parties to the transaction require survey coverage, we must be provided a current survey by a licensed New Mexico surveyor.
6. Provide Las Cruces Abstract and Title Company with a fully executed Resolution from the City of El Paso approving the sale of the subject property.
7. Secure and file for record Warranty Deed from THE CITY OF EL PASO to PROPOSED BUYER.
8. This title commitment is not effective until schedule A is completed and the company reserves the right to amend and supplement this commitment with additional information, requirements and exceptions based upon the provision of additional information.

STEWART TITLE GUARANTY COMPANY

TCNM, LLC DBA LAS CRUCES ABSTRACT & TITLE COMPANY

SCHEDULE B - SECTION II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a Leasehold or Loan Policy).
6. Water rights, claims or title to water.
7. Taxes for the year 2022 and thereafter. (See 13.14.5.12 NMAC)
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
9. Reservations contained in the Patent Deed from the United States of America.
10. Easement to El Paso Electric Company and Mountain States Telephone and Telegraph Company, filed of record on May 21, 1982, recorded in Book 161, Pages 606-607, Miscellaneous Records, Dona Ana County, New Mexico.
11. Exceptions and reservations of an undivided one-half interest in and to the irrigation well, as set out in Warranty Deed filed of record on April 8, 1993, recorded in Book 368, Pages 763-769, Deed Records, Dona Ana County, New Mexico.
12. Subject to irrigation ditch easements as set out in Warranty Deed filed of record on July 6, 1999, recorded in Book 185, Pages 1121-1122, Records of Dona Ana County, New Mexico.
13. Access through the State of Texas only.

STEWART TITLE GUARANTY COMPANY

TCNM, LLC DBA LAS CRUCES ABSTRACT & TITLE COMPANY

SCHEDULE B, PART II

(Continued)

14. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

Standard exceptions 1, 2, 3, and or 4, may be deleted from any policy upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the named insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. Except for the issuance of a U.S. policy form (NM form 7 or NM form 34), any policy to be issued pursuant to this commitment will be endorsed or modified in schedule B by the company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to schedule B of the policy shall read: "In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American land title association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured."

[6-16-86; 13.14.18.19 NMAC - Rn, 13 NMAC 14.2.A.8, 5-15-00; A, 8-1-08; A, 07-01-2018]

STEWART TITLE GUARANTY COMPANY

TCNM, LLC DBA LAS CRUCES ABSTRACT & TITLE COMPANY

RESOLUTION

A RESOLUTION OF THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD TO AWARD THE SALE OF APPROXIMATELY 22.6965 ACRES OF LAND, LEGALLY DESCRIBED AS A PORTION OF TRACT 198, WITHIN SECTIONS 14, 15, 22 AND 23, TOWNSHIP 27 SOUTH, RANGE 3 EAST, N.M.P.M., DOÑA ANA COUNTY, NEW MEXICO, TO HZ VENTURES, LLC, A TEXAS LIMITED LIABILITY COMPANY WHO AGREED TO PAY ABOVE THE APPRAISED VALUE, AND AUTHORIZING THE PRESIDENT/CEO TO FORWARD THE RECOMMENDATION TO THE CITY AND SIGN ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, the El Paso Water Utilities Public Service Board holds certain real properties comprising the water system in its land inventory (collectively the "System"); and,

WHEREAS, on April 13, 2022, the El Paso Water Utilities Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann. §253.014(a)-(e), as amended; and

NOW, THEREFORE, BE IT RESOLVED BY THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:

Section 1. The recitations as set out in the preamble above are found to be true and correct and are hereby adopted by the El Paso Water Utilities Public Service Board and made a part of this Resolution for all purposes.

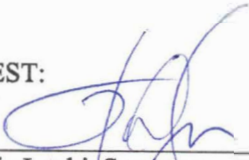
Section 2. That the El Paso Water Utilities Public Service Board recommends that the land described below be sold to HZ Ventures, LLC, a Texas limited liability company, who agreed to pay above the appraised value of the land, for a total amount of \$450,000.00:

Approximately 22.6965 acres of land, legally described as a portion of Tract 198, within Sections 14, 15, 22 and 23, Township 27 South, Range 3 East, N.M.P.M., Doña Ana County, New Mexico.

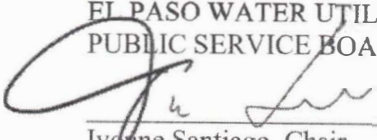
Section 3. That the El Paso Water Utilities Public Service Board authorize the President/CEO to forward the resolution of the El Paso Water Utilities Public Service Board that the above-described land is to be sold in accordance with state law to the City and sign any and all documents necessary to complete the sale of the property to HZ Ventures, LLC, a Texas limited liability company.

PASSED, ADOPTED and APPROVED at a Regular Meeting of the El Paso Water Utilities Public Service Board of the City of El Paso, Texas, this 12th day of June 2024, at which meeting a quorum was present and which meeting was held in accordance with the provisions of V.T.C.A. Government Code, Sections 551.001, et. seq.


ATTEST:


Charlie Intebi, Secretary - Treasurer

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD


Ivonne Santiago, Chair

APPROVED AS TO FORM:


Daniel Ortiz, General Counsel



Legislation Text

File #: 24-1100, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Outside City Limits

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 16.6433 acres of land, legally described as a portion of fractional lots 11 And 12, Section 22, Township 27, South Range 3 East, New Mexico Principle Meridian, Dona Ana County, New Mexico.

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

DEPARTMENT: El Paso Water Utilities Public Service Board (EPWater)

AGENDA DATE: Introduction - August 27, 2024.
Public Hearing - September 10, 2024.

CONTACT PERSON/PHONE: Rocio P. Alvarado, Real Estate Manager, 915.594.5493

DISTRICT(S) AFFECTED: NA

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey to HZ Ventures, LLC, approximately 16.6433 acres of land, legally described as a portion of Fractional Lots 11 and 12, Section 22, Township 27, South Range 3 East, New Mexico Principle Meridian, Doña Ana County, New Mexico

EPWater, Rocio P. Alvarado, Real Estate Manager, 915.594.5493.

BACKGROUND / DISCUSSION:

The parcel of land is owned by the El Paso Water Utilities Public Service Board (“EPWater”), for and on behalf of the City of El Paso, a Texas municipal corporation, as part of its water system (*the “System”*). On December 9, 2020, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of EPWater to obtain an appraisal of the property.

On April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended; and,

On June 12, 2024, the Public Service Board approved the sale of the above-mentioned land.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, the City Council approved a closely item related to this one.

On July 2, 2024, the City Council approved the sale of 16.2097 acres of New Mexico land to Tyson and Megan Strain through the real estate broker.

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

On June 12, 2024, the Public Service Board approved the sale of the land through the real estate broker.

**AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT
ROCIO P. ALVARADO TO PICK UP THE DOCUMENTS @ 594.5493.
THANK YOU.**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 16.6433 ACRES OF LAND, LEGALLY DESCRIBED AS A PORTION OF FRACTIONAL LOTS 11 AND 12, SECTION 22, TOWNSHIP 27, SOUTH RANGE 3 EAST, NEW MEXICO PRINCIPLE MERIDIAN, DOÑA ANA COUNTY, NEW MEXICO

WHEREAS, the El Paso Water Utilities Public Service Board ("**EPWater**"), for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water utility systems (collectively the "**System**"); and,

WHEREAS, at its regular meeting on December 9, 2020, the Public Service Board determined approximately 16.6433 acres of land, legally described as a portion of Fractional Lots 11 and 12, Section 22, Township 27, South Range 3 East, New Mexico Principle Meridian, Doña Ana County, New Mexico (the "**Property**"), to be inexpedient to the water system and that the Property should be sold in accordance with state law; and,

WHEREAS, on April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann. §253.014(a)-(e), as added and amended; and,

WHEREAS, on June 12, 2024, the Public Service Board approved and authorized the sale of the Property to HZ Ventures, LLC, for the sales price of \$265,000.00 and adopted a Resolution making the finding as set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any and all necessary documents to complete the conveyance of the Property; and,

WHEREAS, the Property being was appraised at its fair market value and the purchaser has agreed to pay above the appraised value;

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

16.6433 acres of land, legally described as a portion of Fractional Lots 11 and 12, Section 22, Township 27, South Range 3 East, New Mexico Principle Meridian, Doña Ana County, New Mexico

(Signatures begin on following page)

PASSED AND APPROVED this _____ day of _____.


CITY OF EL PASO

Oscar Leeser,
Mayor

ATTEST:


Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO FORM:



Michaela Ainsa
Senior Assistant General Counsel

ORDINANCE NUMBER _____
Sale of NM Land - 16.6433 Acres - HZ Ventures, LLC

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date: _____.

Grantor: **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and behalf of the CITY OF EL PASO, TEXAS, a Texas municipal corporation**
1154 Hawkins
El Paso, Texas 79925

Grantee: ~~HZ Ventures, LLC, a Texas limited liability company~~
~~421 Frederick~~
~~El Paso TX 79905~~
Attn: Diego Vasquez
Phone: 915 471 6011. diego@ocosw.com

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 16.6433 acres of land legally described as a portion of Fractional Lots 11 and 12, in Section 22, Township 27 South, Range 3 East, N.M.P.M, Doña Ana County, New Mexico, such portion being legally described by metes and bounds in **Exhibit A**, attached hereto.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

INSPECTION OF THE PROPERTY

Grantor, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor.

When the context requires, singular nouns and pronouns include the plural.
(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

**THE CITY OF EL PASO,
a Texas municipal corporation**

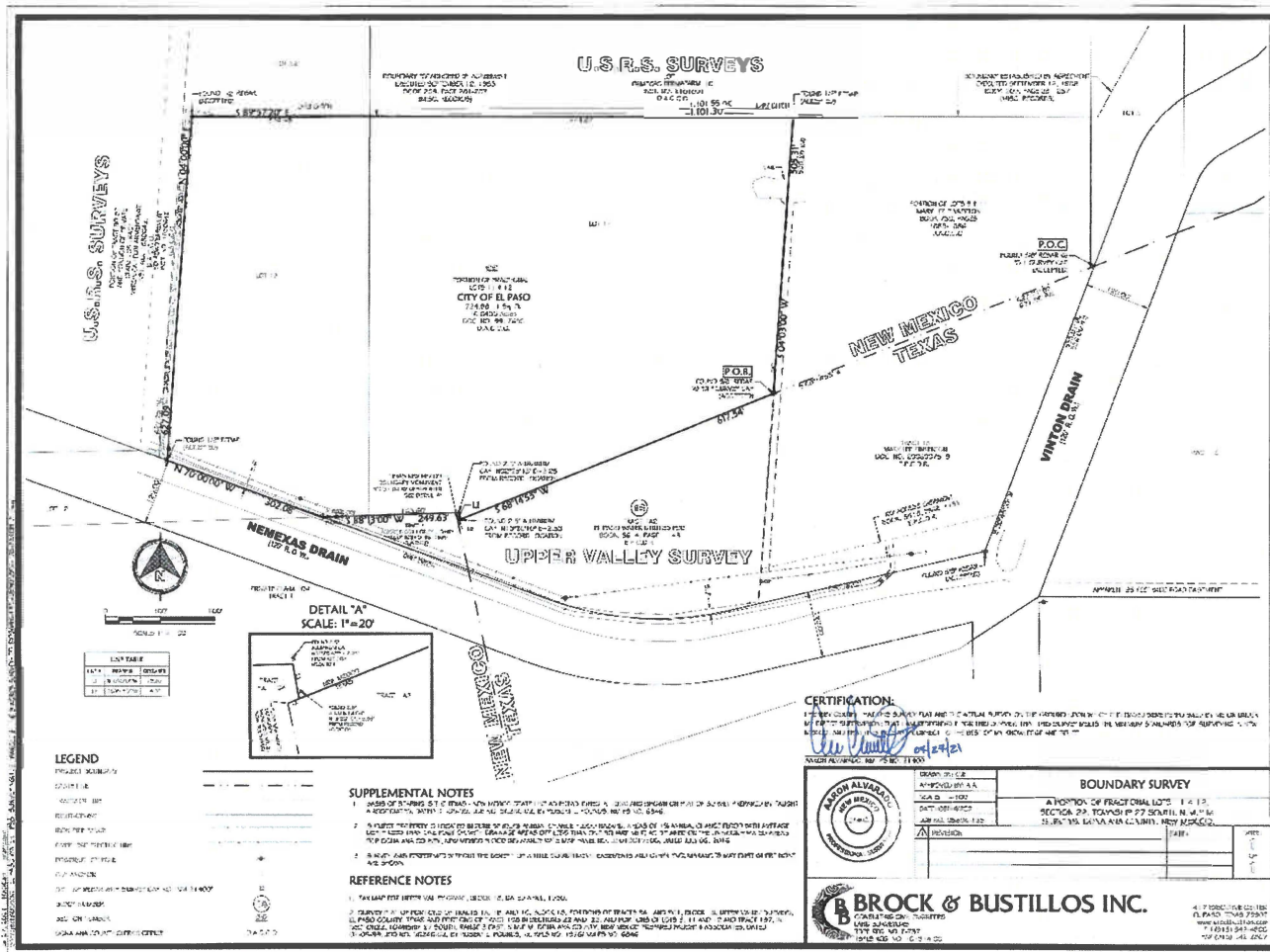
By: _____
Name: Cary Westin
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2024
by Cary Westin, Interim City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

EXHIBIT A





ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

A 16.6433 acres parcel situate southeast of La Union, Doña Ana County, New Mexico as a portion of Fractional Lots 11 and 12, in Section 22, Township 27 South, Range 3 East, N.M.P.M., and being more particularly described by metes and bounds as follows.

COMMENCING at a 5/8 inch rebar with "SLI" survey cap found on the Texas-New Mexico State Line and the west right-of-way line of the Vinton Drain (120 feet wide), identical to the northeast corner of Tract 1A, Block 18, Upper Valley Surveys as described in Document No. 20060075191, El Paso County Deed Records; **WHENCE**, the position of Texas-New Mexico Boundary Monument No. 31 (Now Destroyed), bears South 68°14'55" West, a distance of 1,249.80 feet; **THENCE**, leaving the northeast corner of said Tract 1A and following the Texas-New Mexico State Line, South 68°14'55" West, a distance of 627.71 feet to a 5/8 inch rebar with "SLI" survey cap found for the southeast corner and the **POINT OF BEGINNING** of the parcel herein described, identical to the northwest corner of said Tract 1A;

THENCE, continuing along the Texas-New Mexico State Line, South 68°14'55" West, a distance of 617.54 feet to a corner of the parcel herein described; **WHENCE**, a 2.5 inch Aluminum cap found, bears North 13°26'10" East, a distance of 2.83 feet from the record location;

THENCE, leaving the Texas-New Mexico State Line, North 10°47'00" West, a distance of 12.87 feet to corner No. 3 of Private Claim 104, Tract 1; **WHENCE**, a 2.5 inch Aluminum cap found bears North 02°25'43" East, a distance of 2.25 feet from the record location;

THENCE, following the north boundary line of said Private Claim 104, South 88°13'00" West, a distance of 249.63 feet to a 1/2 inch rebar with survey cap No. "NM 21400" set on the northeasterly right-of-way line of the Nemexas Drain (120 feet wide);

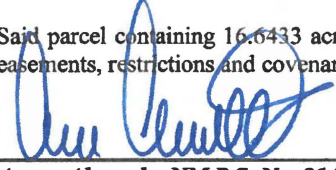
THENCE, leaving the north boundary line of said Private Claim 104 and following the northeasterly right-of-way line of said Nemexas Drain, North 70°00'00" West, a distance of 302.08 feet to a 1/2 inch rebar found for the southwest corner of the parcel herein described;

THENCE, leaving the northeasterly right-of-way line of said Nemexas Drain, North 04°00'00" East, a distance of 627.09 feet to a 1/2 inch rebar found for the northwest corner of the parcel herein described;

THENCE, South 89°57'20" East, a distance of 1,101.30 feet to a 1/2 inch rebar found for the northeast corner of the parcel herein described, identical to the northwest corner of a parcel described in Book 730, Pages 1895-1896, Doña Ana County Clerk's Records;

THENCE, following the west boundary line of said parcel, South 04°03'00" West, a distance of 505.31 feet to the **POINT OF BEGINNING**.

Said parcel containing 16.6433 acres (724,981.1 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



Aaron Alvarado, NM P.S. No. 21400
Date: July 27, 2021
05896-135-16.6433 AC-DESC



S:\Projects\05896 - EL PASO WATER - PSB - SURVEYING\135- PARCEL 2 - 16.6 ACRES SURVEY- TO 8\PROPERTY DESCRIPTION\05896-135-16.6433 AC-PARCEL 2-DESC.doc

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "*Agreement*") is entered into by and between THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (the "*Seller*" or "*EPWater*") and HZ Ventures, LLC., a Texas limited liability company ("*Buyer*"). The Seller and the Buyer may be referred to individually herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Seller owns the property described below; and

WHEREAS, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and

WHEREAS, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code Chapter 253; and

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Description of Property. The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in Dona Ana County, New Mexico:

An approximately 16.6433 acres of land, legally described as a portion of Fractional Lots 11 and 12, in Section 22, Township 27 South, Range 3 East, N.M.P.M, Doña Ana County, New Mexico, such portion being legally described by metes and bounds in Exhibit A, attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "*Property*").

1.1 Seller's Reservations & Disclosures. The Property will be conveyed to the Buyer at Closing subject to certain exceptions, if any, by the Seller, as more particularly identified on Exhibit B, attached hereto and incorporated fully herein (the "*Seller's Reservations and Disclosures*") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.

In addition, the Property will be conveyed to the Buyer at Closing subject to known disclosures, if any, as more particularly identified on Exhibit B, attached hereto and incorporated fully herein.

1.2 Reliance on the Buyer's Own Diligence. It is acknowledged and agreed that the Buyer has conducted and is relying solely on its own due diligence concerning the Property,

including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

1.3 Easements. The Property shall be conveyed to the Buyer subject to all easements, whether of record or not, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

- a) Seller shall grant to Buyer at Closing a 30-foot access easement more particularly identified in Exhibit C, attached hereto and incorporated fully herein. Buyer shall maintain such access easement.

Such easement is solely for the purpose of benefitting and providing access to the Property which is the subject matter of this agreement

1.4 [Intentionally Deleted]

1.5 Utility Connections and Modifications. Buyer shall be solely responsible for the costs of all on-site and off-site extensions, relocations, easements, replacements, or adjustments of water, sanitary sewer, and appurtenances, and for all utility connections including without limitation public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services necessitated by and attributable to the proposed subdivision improvement plans, or to otherwise provide service lines to the Property.

2. Purchase Price. The purchase price for the Property shall be Two Hundred Sixty-Five Thousand U.S. Dollars and Zero Cents, (\$265,000.00) (the "**Purchase Price**").

2.1 Payable at Closing. The full Purchase Price shall be tendered to Seller at Closing.

2.2 Earnest Money. Buyer shall pay Seller in the amount of Eight Thousand Two Hundred and Fifty U.S Dollars and Zero Cents, (\$8,250.00) (the "**Earnest Money**") with Darlene Bernal of Las Cruces Abstract & Title Company (the "**Escrow Agent**") no more than five (5) business days after the Effective Date as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when Closing occurs.

2.3 Earnest Money Deposit. The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

2.4 [Intentionally Deleted]

3. Inspection Period. For period of twenty (20) days, beginning on the Effective Date (the "*Inspection Period*"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 Access. Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer's employees and agents will have the right to enter the Property to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before entering onto the Property at any time prior to Closing.

3.2 Termination During Inspection Period. Buyer may terminate this Agreement by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money Deposit, less the Independent Consideration, shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. Survey. If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within twenty (20) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. Title Binder. Within twenty (20) business days after the Effective Date, Seller will, at Buyer's expense, deliver or cause to be delivered to Buyer a title commitment covering the Property from Las Cruces Abstract & Title Company (the "*Title Company*"), binding the Title Company to issue an Owner's Policy of Title Insurance ("*Owner's Policy*") with respect to the Property in the full amount of the Purchase Price at the Closing (the "*Title Binder*"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Seller will provide copies of the Title Binder and all recorded documents affecting the Property to Buyer no later than three (3) days after the Seller's receipt of the same.

5.1 Buyer's Approval of Title. Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("*Non-Permitted Encumbrances*"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "*Permitted Exceptions*"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will

never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 Compliance. In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. Representations of the Seller. The Seller hereby represents, to the extent allowed by law, to the Buyer, that, to its actual knowledge, the following are true in all material respects:

6.1 Parties in Possession. At the time of Closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 Mechanic's Lien. (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 Litigation. There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

6.4 Bills Paid. At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 Taxes. The taxes for the year 2023 and/or pro-rata 2024 will be paid by Seller. Any taxes, fees, and assessments imposed after the date of Closing shall be the responsibility of Buyer.

7. Representations of the Buyer. The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 Authority. The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by the Buyer herein.

7.2 Non-Contravention. The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 Consents. No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which

will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 Bankruptcy. The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 Litigation. There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

8. Closing. The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "**Closing**") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "**Approval Date**").

8.1 Amount of Payment of Purchase Price. The full amount of the Purchase Price shall be tendered to Seller at the Closing.

8.2 Closing Costs. Costs required to consummate the Closing shall be paid by the Parties as follows:

(a) The Buyer shall pay all costs required to consummate the Closing, including without limitation:

- (i) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
- (ii) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property; and
- (iii) Any and all escrow fees.

(b) Buyer shall pay any and all real estate appraisal costs and surveys fees.

(c) All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and the Seller as is customary in real estate transactions closing in Dona Ana County,

New Mexico.

8.3 Conditions to the Seller's Obligation to Close. The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement.

8.4 Seller's Obligations. At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

- (a) The deed to the Property, in the form attached hereto as **Exhibit D** (the "**Deed**"), (subject to the Permitted Exceptions and to such changes that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);
- (b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;
- (c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;
- (d) The metes and bounds survey of the Seller's Reservations, if applicable; and
- (e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

8.5 Buyer's Obligations. At the Closing, the Buyer shall:

- (a) Pay the Purchase Price;
- (b) Deliver any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and
- (c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

8.6 Possession. Possession of the Property will be transferred to the Buyer at Closing.

8.7 Broker's Fees. To the extent permitted by law, each Party agrees to release, protect, indemnify, defend and hold the other harmless from and against any and all claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming

by, through or under such Party.

9. Default.

9.1 Default by the Buyer. If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

9.2 Default by the Seller. If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

9.3 Recoverable Damages. The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

9.4 Costs of Enforcement. Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and reasonable attorney's fees.

9.5 Return of Property Information. If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 Liability of Parties. Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

10. Miscellaneous.

10.1 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have

been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

SELLER: El Paso Water Utilities Public Service Board
John E. Balliew, President/CEO
1154 Hawkins Blvd.
El Paso, Texas 79925

Copy to: El Paso Water Utilities Public Service Board
Attn: Alma De Anda
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, TX 79925
ADeAnda@epwater.org

BUYER: HZ Ventures, LLC
Address: 421 Frederick
El Paso, TX 79905
Attn: Diego Vazquez
Phone: 915-471-6011
Email: diego@0505w.com

10.2 Entire Agreement/ Governing Law. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of New Mexico with jurisdiction in courts of competent jurisdiction of Dona Ana County, New Mexico.

10.3 Time. Time is of the essence of this Agreement and each and every provision hereof.

10.4 Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

10.5 Survival of Provisions. The terms contained in all of Section 1; Section 2; Section 3, Section 5; Section 7; ~~Section~~ 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 "AS IS, WHERE IS". THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 ENVIRONMENTAL MATTERS. AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND

LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.9 Effective Date. As used herein, "*Effective Date*" means the date this Agreement is receipted by the Title Company on the space provided for in this Agreement.

10.10 Assignment. The Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.

10.12 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

SELLER:

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD, for and on
behalf of THE CITY OF EL PASO, a Texas
municipal corporation

By: [Signature]
John E. Balliew
President/CEO

Executed on: 7/17/24

APPROVED AS TO FORM:

[Signature]
Michaela Ainsa
Senior Assistant General Counsel

APPROVED AS TO CONTENT:

[Signature]
Alma De Anda
Utility Land and Water Rights Manager

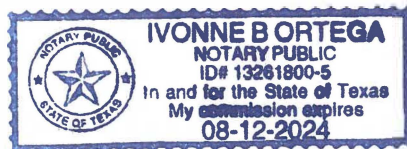
ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 17th day of July, 2024, by John E. Balliew, President/CEO of the El Paso Water Utilities Public Service Board.

[Signature]
Notary Public, State of Texas

My Commission Expires:
8-12-2024



[Signatures Continue on the Following Page]

BUYER:


HZ Ventures, LLC.

Print Name: Pierre Hernandez

Executed on: 07-10-24

ACKNOWLEDGEMENT

STATE OF TEXAS

§
§
§

CITY OF EL PASO

This instrument was acknowledged before me on the 10th day of July, 2024, by

Pierre Hernandez, President,
HZ Ventures LLC

Rosie J. Granados
Notary Public, State of Texas

My Commission Expires:

4-20-26



This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the ____ day of _____, 202__, which shall be the *Approval Date* for the purpose described herein.

THE CITY OF EL PASO, TEXAS,
a Texas municipal corporation,

By: _____
Cary Westin
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

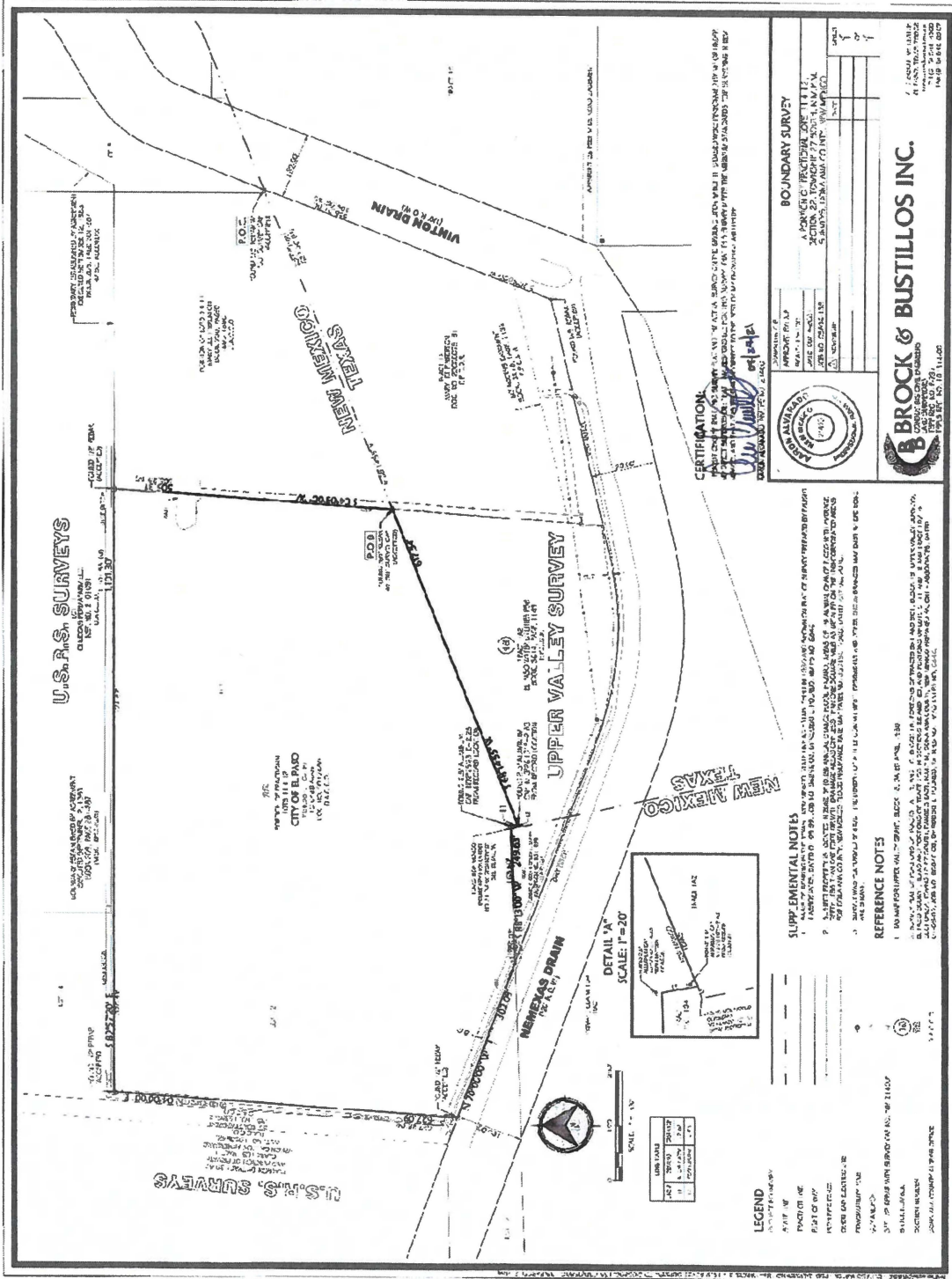
This Agreement has been received and reviewed by the Title Company this the 27th day of July, 2024. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:

Las Cruces Abstract & Title Company

By: 
Darlene Bernal
Escrow Officer

EXHIBIT A





ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.L.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

A 16.6433 acres parcel situate southeast of La Union, Doña Ana County, New Mexico as a portion of Fractional Lots 11 and 12, in Section 22, Township 27 South, Range 3 East, N.M.P.M., and being more particularly described by metes and bounds as follows.

COMMENCING at a 5/8 inch rebar with "SLI" survey cap found on the Texas-New Mexico State Line and the west right-of-way line of the Vinton Drain (120 feet wide), identical to the northeast corner of Tract 1A, Block 18, Upper Valley Surveys as described in Document No. 20060075191, El Paso County Deed Records; **WHENCE**, the position of Texas-New Mexico Boundary Monument No. 31 (Now Destroyed), bears South 68°14'55" West, a distance of 1,249.80 feet; **THENCE**, leaving the northeast corner of said Tract 1A and following the Texas-New Mexico State Line, South 68°14'55" West, a distance of 627.71 feet to a 5/8 inch rebar with "SLI" survey cap found for the southeast corner and the **POINT OF BEGINNING** of the parcel herein described, identical to the northwest corner of said Tract 1A;

THENCE, continuing along the Texas-New Mexico State Line, South 68°14'55" West, a distance of 617.54 feet to a corner of the parcel herein described; **WHENCE**, a 2.5 inch Aluminum cap found, bears North 13°26'10" East, a distance of 2.83 feet from the record location;

THENCE, leaving the Texas-New Mexico State Line, North 10°47'00" West, a distance of 12.87 feet to corner No. 3 of Private Claim 104, Tract 1; **WHENCE**, a 2.5 inch Aluminum cap found bears North 02°25'43" East, a distance of 2.25 feet from the record location;

THENCE, following the north boundary line of said Private Claim 104, South 88°13'00" West, a distance of 249.63 feet to a 1/2 inch rebar with survey cap No. "NM 21400" set on the northeasterly right-of-way line of the Nemexas Drain (120 feet wide);

THENCE, leaving the north boundary line of said Private Claim 104 and following the northeasterly right-of-way line of said Nemexas Drain, North 70°00'00" West, a distance of 302.08 feet to a 1/2 inch rebar found for the southwest corner of the parcel herein described;

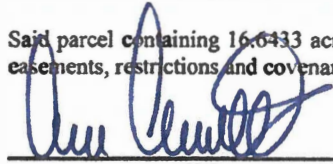
THENCE, leaving the northeasterly right-of-way line of said Nemexas Drain, North 04°00'00" East, a distance of 627.09 feet to a 1/2 inch rebar found for the northwest corner of the parcel herein described;

THENCE, South 89°57'20" East, a distance of 1,101.30 feet to a 1/2 inch rebar found for the northeast corner of the parcel herein described, identical to the northwest corner of a parcel described in Book 730, Pages 1895-1896, Doña Ana County Clerk's Records;

417 Executive Center Blvd. • El Paso, Texas 79902 • P (915) 542-4900 • F (915) 542-2867 • www.brockbustillos.com

THENCE, following the west boundary line of said parcel, South 04°03'00" West, a distance of 505.31 feet to the **POINT OF BEGINNING**.

Said parcel containing 16.6433 acres (724,981.1 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



Aaron Alvarado, NM P.S. No. 21400

Date: July 27, 2021

05896-135-16.6433 AC-DESC

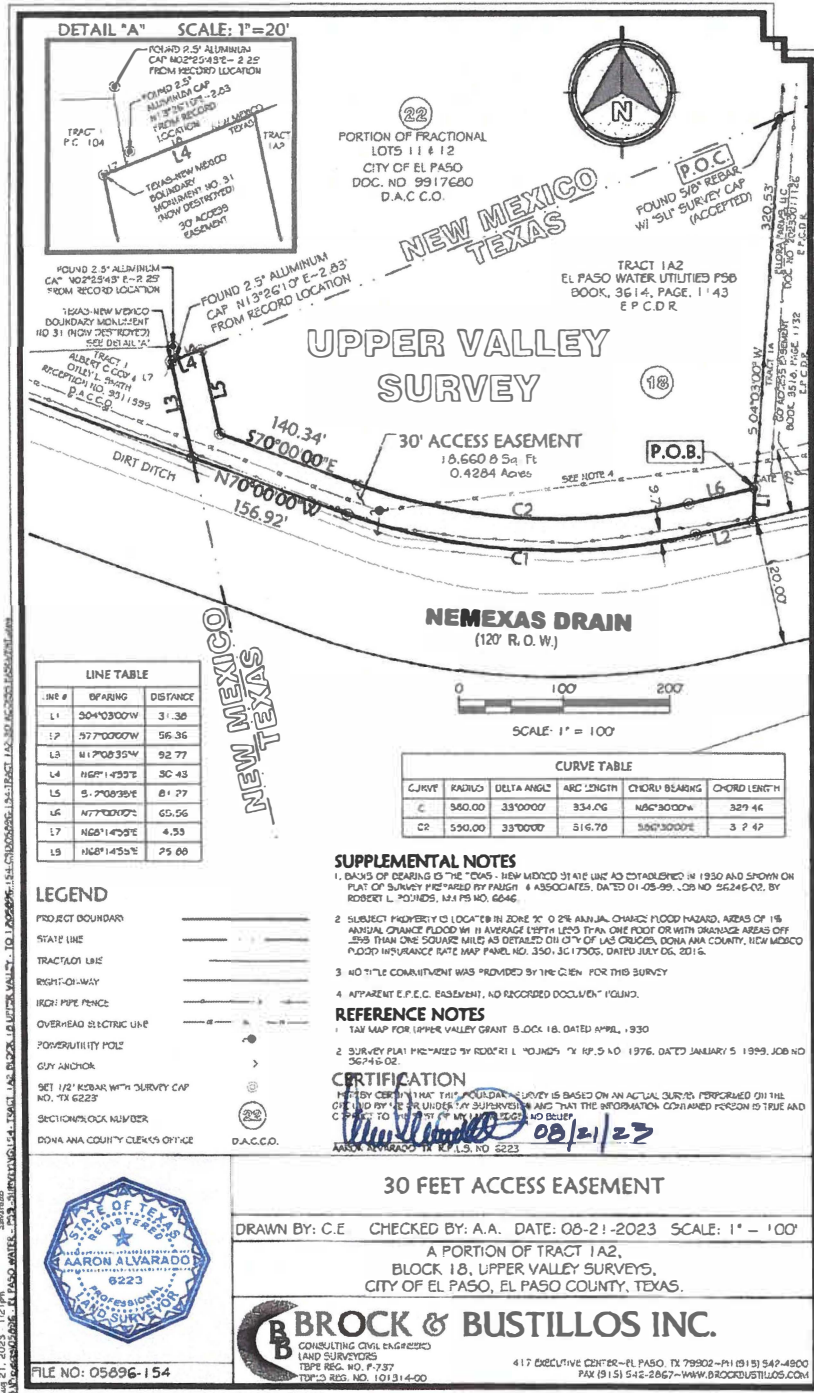


EXHIBIT B
Seller's Reservations & Disclosures

Reservations: N/A

Disclosures: Water Rights 16.6433 acres

Access Easement





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
30 FEET ACCESS EASEMENT

A 0.4284 parcel situate southwest of the corporate limits of the Town of Vinton, El Paso County, Texas as a portion of Tract 1A2, Block 18, Upper Valley Surveys and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch rebar with "SLI" survey cap found on the Texas-New Mexico State Line for the northeast corner of said Tract 1A2 as described in Book 3614, Page 1143, El Paso County Deed Records, identical to northwest corner of Tract 1A, Block 18, Upper Valley Surveys; **THENCE**, leaving the Texas-New Mexico State Line and following the boundary line common to said Tracts 1A2 and 1A, South 04°03'00" West, a distance of 320.53 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described,

THENCE, continuing along the boundary line of said Tracts 1A2 and 1A, South 04°03'00" West, a distance of 31.38 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set on the northerly right-of-way line of the Nemexas Drain (120 feet wide) for the southeast corner of the parcel herein described, identical to the southeast corner of said Tract 1A2;

THENCE, following the northerly right-of-way line of said Nemexas Drain, South 77°00'00" West, a distance of 56.36 to a 1/2-inch rebar with survey cap No. "TX 6223" set for a point of curvature;

THENCE, continuing along the northerly right-of-way line of said Nemexas Drain along the arc of a curve to the right having a radius of 580.00 feet, a central angle of 33°00'00", an arc length of 334.06 feet and whose long chord bears North 86°30'00" West, a distance of 329.46 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for a point of tangency;

THENCE, continuing along the northerly right-of-way line of said Nemexas Drain, North 70°00'00" West, a distance of 156.92 to a 1/2-inch rebar with survey cap No. "TX 6223" set on the Texas-New Mexico State Line for the southwesterly corner of the parcel herein described, identical to the southeast corner of Tract 1, Section 22, Township 27 South, Range 3 East, NMPM, Doña Ana County, New Mexico as described in Reception No. 9511599, Doña Ana County Deed Records;

THENCE, leaving the northerly right-of-way line of said Nemexas Drain and following the Texas-New Mexico State Line, North 12°08'35" West, a distance of 92.77 to the calculated position of the Texas-New Mexico State Line Monument No. 31 (Destroyed) for the northwesterly corner of the parcel herein described, identical to the northwest corner of said Tract 1A2;

THENCE, continuing along the Texas-New Mexico State Line, North 68°14'55" East, a distance of 30.43 to a 1/2-inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

417 Executive Center Blvd. • El Paso, Texas 79902 • P - (915) 542-4900 • F - (915) 542-2867 • www.brockbustillos.com

THENCE, leaving the Texas-New Mexico State Line, South 12°08'35" East, a distance of 81.27 to a 1/2-inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 70°00'00" East, a distance of 140.34 to a 1/2-inch rebar with survey cap No. "TX 6223" set for a point of curvature;

THENCE, along the arc of a curve to the left having a radius of 550.00 feet, a central angle of 33°00'00", an arc length of 316.78 feet and whose long chord bears South 86°30'00" East, a distance of 312.42 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for a point of tangency;

THENCE, North 77°00'00" East, a distance of 65.56 to the **POINT OF BEGINNING**.

Said parcel containing 0.4284 acres (18,660.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



Aaron Alvarado, TX. R. P. L. S. No. 6223

Date: August 21, 2023

05896-154-TRACT-1A2-30FEET-ACCESS EASE.doc



S:\Projects\06690 - EL PASO WATER - PSB - SURVEY\ING\154- TRACT 1A2 BLOCK 18 UPPER VALLEY - TO 12\PROPERTY DESCRIPTION\05896-154-30FT ACCESS EASEMENT-DESC.doc

EXHIBIT D
Deed

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date: _____.

Grantor: EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, for and behalf of the
CITY OF EL PASO, TEXAS, a Texas municipal corporation
1154 Hawkins
El Paso, Texas 79925

Grantee: HZ Ventures, LLC, a Texas limited liability company
421 Frederick
El Paso TX 79905
Attn: Diego Vasquez
Phone: 915 471 6011. diego@ocosw.com

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

A parcel of land consisting of approximately 16.6433 acres of land legally described as a portion of Fractional Lots 11 and 12, in Section 22, Township 27 South, Range 3 East, N.M.P.M, Doña Ana County, New Mexico, such portion being legally described by metes and bounds in Exhibit A, attached hereto.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

INSPECTION OF THE PROPERTY

Grantor, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor.

When the context requires, singular nouns and pronouns include the plural.
(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

**THE CITY OF EL PASO,
a Texas municipal corporation**

By: _____
Name: Cary Westin
Title: City Manager

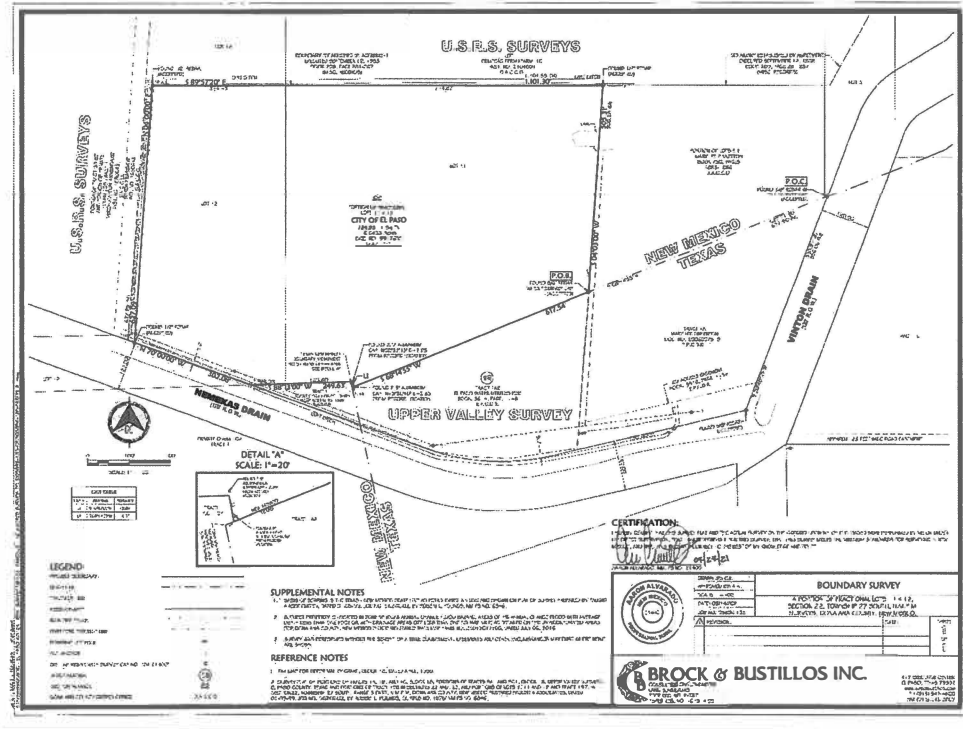
THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2024
by Cary Westin, Interim City Manager of the City of El Paso.

NOTARY PUBLIC, State of Texas

Sale of NM Land - 16.6433 Acres – HZ Ventures

EXHIBIT A



Sale of NM Land - 16.6433 Acres - HZ Ventures

Sale of NM Land - 16.6433 Acres - HZ Ventures



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO I. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

A 16.6433 acres parcel situate southeast of La Union, Doña Ana County, New Mexico as a portion of Fractional Lots 11 and 12, in Section 22, Township 27 South, Range 3 East, N.M.P.M. and being more particularly described by metes and bounds as follows.

COMMENCING at a 5/8 inch rebar with "SLI" survey cap found on the Texas-New Mexico State Line and the west right-of-way line of the Vinton Drain (120 feet wide), identical to the northeast corner of Tract 1A, Block 18, Upper Valley Surveys as described in Document No. 20060075191, El Paso County Deed Records; **WHENCE**, the position of Texas-New Mexico Boundary Monument No. 31 (Now Destroyed), bears South 68°14'55" West, a distance of 1,249.80 feet; **THENCE**, leaving the northeast corner of said Tract 1A and following the Texas-New Mexico State Line, South 68°14'55" West, a distance of 627.71 feet to a 5/8 inch rebar with "SLI" survey cap found for the southeast corner and the **POINT OF BEGINNING** of the parcel herein described, identical to the northwest corner of said Tract 1A;

THENCE, continuing along the Texas-New Mexico State Line, South 68°14'55" West, a distance of 617.54 feet to a corner of the parcel herein described; **WHENCE**, a 2.5 inch Aluminum cap found, bears North 13°26'10" East, a distance of 2.83 feet from the record location;

THENCE, leaving the Texas-New Mexico State Line, North 10°47'00" West, a distance of 12.87 feet to corner No. 3 of Private Claim 104, Tract 1; **WHENCE**, a 2.5 inch Aluminum cap found bears North 02°25'43" East, a distance of 2.25 feet from the record location;

THENCE, following the north boundary line of said Private Claim 104, South 88°13'00" West, a distance of 249.63 feet to a 1/2 inch rebar with survey cap No. "NM 21400" set on the northeasterly right-of-way line of the Nemexas Drain (120 feet wide);

THENCE, leaving the north boundary line of said Private Claim 104 and following the northeasterly right-of-way line of said Nemexas Drain, North 70°00'00" West, a distance of 302.08 feet to a 1/2 inch rebar found for the southwest corner of the parcel herein described;

THENCE, leaving the northeasterly right-of-way line of said Nemexas Drain, North 04°00'00" East, a distance of 627.09 feet to a 1/2 inch rebar found for the northwest corner of the parcel herein described;

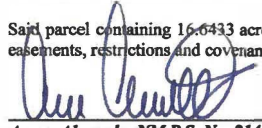
THENCE, South 89°57'20" East, a distance of 1,101.30 feet to a 1/2 inch rebar found for the northeast corner of the parcel herein described, identical to the northwest corner of a parcel described in Book 730, Pages 1895-1896, Doña Ana County Clerk's Records;

417 Executive Center Blvd. • El Paso, Texas 79902 • P - (915) 542-4900 • F - (915) 542-2867 • www.brockbustillos.com

Sale of NM Land - 16.6433 Acres - HZ Ventures

THENCE, following the west boundary line of said parcel, South 04°03'00" West, a distance of 505.31 feet to the **POINT OF BEGINNING**.

Said parcel containing 16.6433 acres (724,981.1 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



Aaron Alvarado, NM P.S. No. 21400

Date: July 27, 2021

05896-135-16.6433 AC-DESC



\\pjs\land\2021\ EL PASO WATER - PSB - SURVEYING\135- PARCEL 2 - 16.6 ACRES SURVEY TO R\PROPERTY DESCRIPTION\05896-135-16.6433 AC-PARCEL 2 DESC.doc

Sale of NM Land - 16.6433 Acres - HZ Ventures



13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature
TCNM, LLC DBA Las Cruces Abstract
and Title Company
119 S Campo Street
Las Cruces, NM 88001



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 2053043

13.14.18.13 NM Form 6 Commitment for Title Insurance 8-1-16 Modified 7-1-18

Page 1 of 3

AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I - Requirements;
 - (f) Schedule B, Part II - Exceptions; and
 - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 2053043

13.14.18.13 NM Form 6 Commitment for Title Insurance 8-1-16 Modified 7-1-18

Page 2 of 3



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 2053043

13.14.18.13 NM Form 6 Commitment for Title Insurance 8-1-16 Modified 7-1-18

Page 3 of 3



Pursuant to the New Mexico title insurance law Section 59A-30-4 NMSA 1978, and title insurance rule 13.14.18.9 NMAC, no part of any title insurance commitment, policy or endorsement form promulgated by the New Mexico superintendent of insurance may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico superintendent of insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico superintendent of insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located, except as authorized by law.

13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: TCNM, LLC DBA Las Cruces Abstract and Title Company
Issuing Office: 119 S Campo Street, Las Cruces, NM 88001
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2053043
Issuing Office File Number: 2053043
Property Address: Tract 1 Lots 11 & 12, Las Cruces, NM 88001
Revision Number:

1. Commitment Date: June 26, 2023 at 6:00AM
2. Policy to be issued: Proposed Policy Amount

(a) ALTA Owner's Standard
Proposed Insured:

(b) ALTA Loan Standard
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:

The City of El Paso for the use and benefit of its El Paso Water Utilities Public Service Board
5. The Land is described as follows:

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature
TCNM, LLC DBA Las Cruces Abstract and Title Company
119 S Campo Street
Las Cruces, NM 88001

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No.: 2053043
13.14.18.13 NM Form 6 Commitment for Title Insurance Schedules 8-1-16 Modified 7-1-18
Page 1 of 5



13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2053043

Being the description of land known as portions of fractional Lots 11 & 12, in Section 22, Township 27 South, Range 3 East, N.M.P.M., Dona Ana County, New Mexico, being more particularly described by metes and bounds as follows:

BEGINNING AT A POINT on the Texas-New Mexico State Line at its intersection with the East boundary of Tract 1, PC 104, from which a 1/2" rebar found at the position of Texas-New Mexico Boundary Monument No. 31, bears South 68°14'55" West, 4.55 feet;

THENCE North 10°47'00" West, with the East boundary of PC 104, 12.87 feet to its Northeast corner;

THENCE South 88°13'00" West, with the North boundary of PC 104, 249.63 feet to its intersection with the Northerly right-of-way of the Newmexas Drain;

THENCE North 70°00'00" West, with the Northerly right-of-way of the Newmexas Drain, 302.08 feet to a 1/2" rebar with plastic cap stamped "TX1976-NM6846" set for the Southwest corner of this parcel;

THENCE North 04°00'00" East, 627.09 feet to a 1/2" rebar with plastic cap stamped "TX1976-NM6846" found for the Northwest corner of this parcel;

THENCE South 89°57'20" East, along an existing pipe fence, 1101.30 feet to a 1/2" rebar with plastic cap stamped "TX1976-NM6846" set about 0.6 feet West of the junction of a North-South pipe fence for the Northeast corner of this parcel;

THENCE South 04°03'00" West, along the West side of said North-South fence, 505.31 feet to a point on the Texas-New Mexico State Line for the Southeast corner of this parcel;

THENCE South 68°14'55" West, with the Texas-New Mexico State Line, 617.54 feet to the point of beginning.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 2053043

13.14.18.13 NM Form 6 Commitment for Title Insurance Schedules 8-1-16 Modified 7-1-18

Page 2 of 5

AMERICAN
LAND TITLE
ASSOCIATION



13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2053043

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
6. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
8. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record, to wit:
9. Provide this Company with official identification of all parties involved in this transaction before or at closing.
10. If the parties to the transaction require survey coverage, we must be provided a current survey with a metes and bounds legal description by a licensed New Mexico surveyor.
11. Provide Las Cruces Abstract and Title Company with a fully executed Resolution from the City of El Paso approving the sale of the subject property.
12. Secure and file for record a Warranty Deed from THE CITY OF EL PASO FORTHE USE AND BENEFIT OF IT'S EL PASO WATER UTILITIES PUBLIC SERVICE BOARD to PROPOSED PURCHASER.
13. Commitment is not effective until schedule A is completed and the company reserves the right to amend and supplement this commitment with additional information, requirements and exceptions based upon the provision of additional This information

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 2053043

13.14.18.13 NM Form 6 Commitment for Title Insurance Schedules 8-1-16 Modified 7-1-18

Page 3 of 5

AMERICAN
LAND TITLE
ASSOCIATION



13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 2053043

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Standard exceptions 1, 2, 3, and or 4, may be deleted from any policy upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the named insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. Except for the issuance of a U.S. policy form (NM form 7 or NM form 34), any policy to be issued pursuant to this commitment will be endorsed or modified in Schedule B by the company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to schedule B of the policy shall read: "In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American Land Title Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured."

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Right or claims of parties in possession not shown by the public records.
2. Easements or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy)
6. Water rights, claims or title to water.
7. Taxes for the year 2022, and thereafter.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the Effective Date hereof but prior to the date the

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 2053043

13.14.18.13 NM Form 6 Commitment for Title Insurance Schedules 8-1-16 Modified 7-1-18

Page 4 of 5



13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. Reservations contained in the Patent Deed from the United States of America.
11. Easement to El Paso Electric Company and Mountain States Telephone and Telegraph Company, filed of record on April 19, 1984, recorded in Book 181, Pages 409-410, Miscellaneous Records, Dona Ana County, New Mexico.
12. Boundary Agreement filed of record on August 28, 1986, recorded in Book 209, Pages 281-287, Miscellaneous Records, Dona Ana County, New Mexico.
13. Access through the State of Texas only.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No.: 2053043

13.14. 18.13NM Form 6 Commitment for Title Insurance Schedules 8-1- 16Modified 7-1- 18

Page 5 of 5



RESOLUTION

A RESOLUTION OF THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD TO AWARD THE SALE OF APPROXIMATELY 16.6433 ACRES OF LAND, LEGALLY DESCRIBED AS A PORTION OF FRACTIONAL LOTS 11 AND 12, IN SECTION 22, TOWNSHIP 27 SOUTH, RANGE 3 EAST, N.M.P.M., DOÑA ANA COUNTY, NEW MEXICO, TO HZ VENTURES, LLC, A TEXAS LIMITED LIABILITY COMPANY, WHO AGREED TO PAY ABOVE THE APPRAISED VALUE, AND AUTHORIZING THE PRESIDENT/CEO TO FORWARD THE RECOMMENDATION TO THE CITY AND SIGN ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, the El Paso Water Utilities Public Service Board holds certain real properties comprising the water system in its land inventory (collectively the "System"); and,

WHEREAS, on April 13, 2022, the El Paso Water Utilities Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann. §253.014(a)-(e), as amended; and

NOW, THEREFORE, BE IT RESOLVED BY THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:

Section 1. The recitations as set out in the preamble above are found to be true and correct and are hereby adopted by the El Paso Water Utilities Public Service Board and made a part of this Resolution for all purposes.

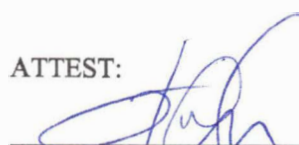
Section 2. That the El Paso Water Utilities Public Service Board recommends that the land described below be sold to HZ Ventures, LLC, a Texas limited liability company, who agreed to pay above the appraised value of the land, for a total amount of \$265,000.00:

Approximately 16.6433 acres of land, legally described as a portion of Fractional Lots 11 and 12, in Section 22, Township 27 South, Range 3 East, N.M.P.M., Doña Ana County, New Mexico.

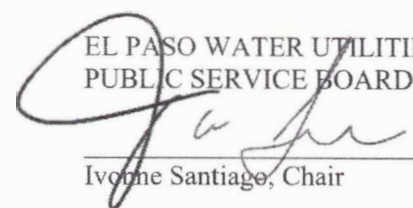
Section 3. That the El Paso Water Utilities Public Service Board authorize the President/CEO to forward the resolution of the El Paso Water Utilities Public Service Board that the above-described land is to be sold in accordance with state law to the City and sign any and all documents necessary to complete the sale of the property to HZ Ventures, LLC., a Texas limited liability company.

PASSED, ADOPTED and APPROVED at a Regular Meeting of the El Paso Water Utilities Public Service Board of the City of El Paso, Texas, this 12th day of June 2024, at which meeting a quorum was present and which meeting was held in accordance with the provisions of V.T.C.A. Government Code, Sections 551.001, et. seq.

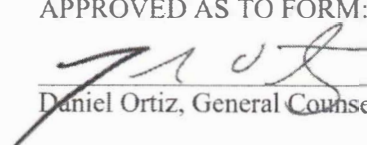
ATTEST:


Charlie Intebi, Secretary - Treasurer

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD


Ivonne Santiago, Chair

APPROVED AS TO FORM:


Daniel Ortiz, General Counsel



An Ordinance authorizing the City Manager to sign a purchase and sale agreement, a deed and any other documents necessary to convey approximately 16.6433 acres of land, legally described as portion of Fractional Lots 11 and 12, Section 22, Township 27, South Range 3 East, New Mexico Principle Meridian, Doña Ana County, New Mexico.

September 10, 2024

Sale of Property - New Mexico



- \$265,000
- HZ Ventures, LLC



Legislation Text

File #: 24-1219, 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

Office of Management and Budget, K. Nicole Cote, (915) 212-1092

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 that the City Manager, or designee, be authorized to effectuate the listed budget transfer, attached to the Resolution as Exhibit A, to allocate budget for Modesto Gomez / Flat Fields Project.

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

AGENDA DATE: September 10, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

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

Yvette Hernandez, Capital Improvement (915) 212-0065

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: N/A

SUBJECT:

Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfer, attached to this Resolution as Exhibit A, to allocate budget for Modesto Gomez / Flat Fields project.

BACKGROUND / DISCUSSION:

Section 7.3D of the City Charter requires a budget to be adopted by resolution no later than August 31st of each year.

PRIOR COUNCIL ACTION:

The FY 2024 - 2025 Annual Budget for the City of El Paso was adopted by Resolution on August 20, 2024.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

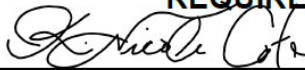
PRIMARY DEPARTMENT:

City Manager's Office - Office of Management and Budget,
Capital Improvement Department,

SECONDARY DEPARTMENT: Mayor and Council

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, on August 20, 2024, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2025 City budget by resolution (“Budget Resolution”); and

WHEREAS, Section 6 of the FY2025 Budget Resolution authorizes the City Manager or designee to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed \$100,000, to the extent permitted by law and budget transfers between departments and/or non-enterprise department funds exceeding \$100,000 requiring City Council approval; and

WHEREAS, the Capital Improvement Department requires a budget transfer in excess of \$100,000, which in accordance with Section 6 of the FY2025 Budget Resolution, requires City Council approval.

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

THAT, the City Manager, or designee, be authorized to effectuate the listed budget transfer, attached to this Resolution as Exhibit A, for the Capital Improvement Department in support of project needs associated with the Modesto Gomez / Flat Fields project.

APPROVED this _____ day of _____, 2024.


CITY OF EL PASO:

Oscar Leiser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



K. Nicole Cote, Director
Office of Management & Budget

Exhibit A

Capital Improvement Program (CIP) Budget Transfer Request FY 2025

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REQUEST

FY 2025

BT Number	Justification	Fund	Project	Decrease	Project	Increase	Funding Source
2024-0959	Transfer funds to allocate budget for Modesto Gomez / Flat Field project	4800, 4746	PCP13PRKA14I	\$ 661,500.00	PCP13PRKA20	\$ 1,495,003.28	GOP 2012 Quality of Life 2020 Capital Funding Plan
			PCP20BALLFLDLGH	\$ 556,739.17			
			PCP13PRKD07	\$ 938,264.11	PCP13PRKA20I	\$ 661,500.00	



Legislation Text

File #: 24-1185, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the submission of an application to the U.S. Department of Transportation (USDOT) Federal Highway Administration (FHWA) Fiscal Year (FY) 2024 State Transportation Innovation Council Incentive program (STIC) requesting funds in the amount of \$125,000.00, with 20% match required and provided by the Texas Department of Transportation (TxDOT), and with no additional match required from the City, for the implementation of Intelligent Transportation Systems (ITS) including low-cost emissions sensors at international ports of entry.

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

AGENDA DATE: September 10, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Omar Martinez, Assist. Director of Legislative Affairs, 915-479-0341
Ian Voglewede, Strat. and Legislative Affairs Director, 915-299-9409

DISTRICT(S) AFFECTED: All Districts

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

SUBJECT:

Discussion and action on a Resolution authorizing the submission of an application to the U.S. Department of Transportation (USDOT) Federal Highway Administration (FHWA) Fiscal Year (FY) 2024 State Transportation Innovation Council Incentive program (STIC) requesting funds in the amount of \$125,000.00, with 20% match required and provided by the Texas Department of Transportation (TxDOT), and with no additional match required from the City, for the implementation of Intelligent Transportation Systems (ITS) including low-cost emissions sensors at international ports of entry.

BACKGROUND / DISCUSSION:

The Project impacts the improvement of efficiency for nationally-significant trade infrastructure and enhances the flow of traffic along priority transportation corridors. Emissions data will be used to justify future design and construction funding requests. The Project will leverage work performed as part of \$32M in state funding previously received for ITS for Ysleta and BOTA ports.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Strategic and Legislative Affairs

SECONDARY DEPARTMENT: International Bridges

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

DEPARTMENT HEAD: Ian Voglewede

Stephen Ian Voglewede

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

RESOLUTION

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

THAT the City of El Paso City Council authorizes the submission of a grant application to the U.S. Department of Transportation (USDOT) Federal Highway Administration (FHWA) Fiscal Year (FY) 2024 State Transportation Innovation Council Incentive program (STIC) requesting funds in the amount of \$125,000.00, with 20% match required and provided by the Texas Department of Transportation (TxDOT), and with no additional match required from the City, for the implementation of Intelligent Transportation Systems (ITS) including low-cost emissions sensors at international ports of entry;

THAT the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application;

THAT the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from the Application, after consultation with the City Attorney's Office;

THAT the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the Application, including, but not limited to, revisions to the project scope of work, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant;

THAT the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

APPROVED this _____ day of _____ 2024.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Mona Heydarian
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede
Ian Voglewede, Director
Strategic and Legislative Affairs