

Renard U. Johnson  
Mayor

Dionne Mack  
City Manager



CITY COUNCIL  
Alejandra Chávez, District 1  
Josh Acevedo, District 2  
Deanna Maldonado-Rocha, District 3  
Cynthia Boyar Trejo, District 4  
Ivan Niño, District 5  
Art Fierro, District 6  
Lily Limón, District 7  
Chris Canales, District 8

## **AGENDA FOR THE REGULAR COUNCIL MEETING**

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**February 25, 2025**  
**COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY**  
**9:00 AM**

**Teleconference phone number: 1-915-213-4096**  
**Toll free number: 1-833-664-9267**  
**Conference ID: 203-530-909#**

**AND**

**AGENDA REVIEW MEETING**  
**COUNCIL CHAMBERS, CITY HALL**  
**300 N. CAMPBELL AND VIRTUALLY**  
**February 24, 2025**  
**9:00 AM**

**Teleconference phone number: 1-915-213-4096**  
**Toll free number: 1-833-664-9267**  
**Conference ID: 367-171-065#**

Notice is hereby given that an Agenda Review Meeting will be conducted on February 24, 2025 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on February 25, 2025 at 9:00 A.M. Members of the public may view the meeting via the following means:

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

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, February 24, 2025 Conference ID: 367-171-065#**



**Regular Council Meeting, February 25, 2025 Conference ID: 203-530-909#**

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

**For Call to the Public:**

**<https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397>**

**To Speak on Agenda Items:**

**<https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb>**

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

**ROLL CALL**

**INVOCATION BY EL PASO POLICE CHAPLAIN JOE MARATTA**

**PLEDGE OF ALLEGIANCE**

**MAYOR'S PROCLAMATIONS**

**National Girls and Women in Sports Day**

**UTEP x El Paso Electric - National Engineers Week**

**Sergeant Dan Webb Day**

**Teen Dating Violence Awareness Month**

**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 February 4,

**[25-211](#)**



2025, the Agenda Review Meeting of February 3, 2025, and the Work Session of February 3, 2025.

**All Districts**

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

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

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS [25-81](#)

**CONSENT AGENDA - RESOLUTIONS:**

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

3. A Resolution authorizing the City Manager or designee to submit grant application 3007110 for the City of El Paso Police Department project identified as "El Paso 2024 Operation Stone Garden (OPSG)" through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting \$1,558,815.00, no cash match required. Grant period will be from March 1, 2025 - February 28, 2026. [25-163](#)

**All Districts**

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

4. A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5381301, for the City of El Paso Police Department project identified as "Criminal Justice Grant - JAG FY2026" to provide financial assistance to the City of El Paso. Requesting \$460,000, no cash match required. Grant period will be from October 1, 2025 - September 30, 2026. [25-192](#)

**All Districts**

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

5. A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5378801, for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - National Priority Area Projects (NPA) FY2025" to provide financial assistance to the City of El Paso. Requesting \$32,500.00. No cash match is required. The grant period will be from September 1, 2025 - August 31, 2026. [25-198](#)

**All Districts**

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



6. A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 2950711, for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - MATRIX Fusion Center" to provide financial assistance to the City of El Paso. Requesting \$450,000.00. No cash match is required. The grant period will be from September 1, 2025 - August 31, 2026. [25-199](#)
- All Districts**  
Police, Assistant Chief Humberto Talamantes, (915) 212-4309
7. A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5378701 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) Regular -Soft Target Protection FY2025" to provide financial assistance to the City of El Paso. Requesting \$200,000.00, no cash match required. The grant period will be from September 1, 2025 - August 31, 2026. [25-219](#)
- All Districts**  
Police, Assistant Chief Humberto Talamantes, (915) 212-4309
8. A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 2950611 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities (LETPA) Specialized Teams FY-2025" to provide financial assistance to the City of El Paso. Requesting \$192,000.00. No cash match required. The grant period will be from September 1, 2025 - August 31, 2026. [25-220](#)
- All Districts**  
Police, Assistant Chief Humberto Talamantes, (915) 212-4309
9. A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 3952706, FY2026 for the City of El Paso Police Department project identified as "Project Safe Neighborhoods" to provide financial assistance to the City of El Paso. Requesting \$33,000.00, no cash match is required. The grant period will be from October 1, 2025, to September 30, 2026. [25-238](#)
- All Districts**  
Police, Assistant Chief Humberto Talamantes, (915) 212-4309
10. A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 4365504, for the City of El Paso Police Department project identified as "Body Worn Camera, FY 2026" to provide financial assistance to the City of El Paso. Requesting \$1,277,933.82, which requires a cash match by the City of \$425,977.94, for a total project amount of \$1,703,911.76. Grant period will be from September 1, 2025 - August 31, 2026. [25-200](#)
- All Districts**  
Police, Assistant Chief Zina Silva, (915) 212-4306



11. A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 2592812, for the City of El Paso Police Department project identified as "General Victim Services, FY2026" to provide financial assistance to the City of El Paso. Requesting \$131,131.22, with a cash match of \$32,782.81, and an In-kind of \$9,540.00 for a total project amount of \$173,454.03. Grant period will be from October 1, 2025 - September 30, 2026. [25-226](#)

**All Districts**

Police, Assistant Chief Juan Briones, (915) 212-4304

12. A Resolution authorizing the City Manager or designee to sign the funding match commitment letter and all related paperwork to the Texas Department of Emergency Management for grant application number 5487, FY 2024 for the City of El Paso Office of Emergency Management project identified as "El Paso County Multi-Jurisdictional Hazard Mitigation Action Plan Updates" to provide financial assistance to the City of El Paso. Requesting \$90,000 with a cash match of \$30,000 (25%) for a total project amount of \$120,000. The grant period will be from December 1, 2025 to December 1, 2026. [25-216](#)

**All Districts**

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

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

13. A Resolution approving a Detailed Site Development Plan for all of Lot 1, Block 3, Keystone Business Park, Replat "A", and all of Lots 2 and 3, Block 3, Keystone Business Park, 4500 Doniphan Drive, City of El Paso, El Paso, County, Texas pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [25-217](#)

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: 4500 Doniphan  
Applicant: Clever Properties, LLC PZDS24-00028

**District 1**

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

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

14. A Resolution to authorize the City Manager to sign a Traffic Signal Flasher Agreement between the City of El Paso and the El Paso Independent School District (EPISD), whereby the City agrees to design, install, and maintain a set of two (2) solar school flasher signals. [25-193](#)

**District 2**

Streets and Maintenance, Jesus Anchondo, (915) 212-7072



15. A Resolution that the City Manager be authorized to sign Amendment #1 to the Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the Downtown Bicycle Improvements Phase I Project. [25-222](#)

**District 8**

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

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

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

16. Casey Mangan to the Ethics Review Commission by Representative Chris Canales, District 8. [25-205](#)

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

17. Marco Covarrubias to the Ethics Review Commission by Representative Josh Acevedo, District 2. [25-279](#)

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

**CONSENT AGENDA - BOARD APPOINTMENTS:**

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

18. Edward Houghton V to the Public Service Board Selection Committee by Representative Alejandra Chávez, District 1. [25-236](#)

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

19. Michael Bester to the Civil Service Commission by Representative Alejandra Chávez, District 1. [25-249](#)

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

20. Taylor Moreno to the Bond Overview Advisory Committee by Representative Deanna Maldonado-Rocha, District 3. [25-280](#)

Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

21. Melisa Guevara to the Bond Overview Advisory Committee by Representative Alejandra Chávez, District 1. [25-281](#)

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

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



22. Gabriel Gonzalez to the Regional Renewable Energy Advisory Council by Representative Alejandra Chávez, District 1. [25-259](#)
- Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

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

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

23. 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) [25-213](#)
- All Districts**  
Tax Office, Maria O. Pasillas, (915) 212-0106

### **CONSENT AGENDA - NOTICE FOR NOTATION:**

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

24. For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of December 21, 2024 - January 20, 2025 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. [25-196](#)
- All Districts**  
City Manager's Office, K. Nicole Cote, (915) 212-1092

### **CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:**

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

25. The linkage to the Strategic Plan is subsection: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment. [25-252](#)
- Award Summary:  
Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Pethealth Services (USA) Inc. referencing Contract 2023-0136 Microchips. This change order is to increase the award by \$65,625.00 for a total amount no to exceed \$328,125.00. This change order will cover multi-division microchip utilization for the duration of the contract, which expires September 25, 2026.
- Department: Animal Services  
Award to: Pethealth Services (USA) Inc.  
City & State: Buffalo, NY



Current Contract Estimated Amount: \$262,500.00  
Change Order Award: \$65,625.00  
Total Estimated Amount not to Exceed: \$328,125.00  
Account(s): 225-2580-25100-P2501-522150  
Funding Source(s): Outside Contracts  
District(s): All

This was a Low Bid Award - unit price contract.

**All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043  
Animal Services Department, Terry K. Kebschull, (915) 212-8742

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

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

26. Discussion and action on a Resolution that the City of El Paso hereby appoints the following board members to the Camino Real Regional Mobility Authority Board for the positions identified below, which shall take effect on February 4, 2025: [25-185](#)
1. Mathew McElroy, Position 2, term expiring on February 1, 2027.  
2. Lina Ortega, Position 6, term expiring on February 1, 2027.  
[POSTPONED FROM 02-04-2025]
- Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

**REGULAR AGENDA - OTHER BUSINESS**

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

27. Presentation, discussion, and action on the sale process for 17 City-owned properties located in the Union Plaza area of Downtown El Paso, bounded by W Overland Ave to the north, S Santa Fe St to the east, E Paisano Dr to the south, and Alley B to the west. [25-241](#)
- District 8**  
Economic and International Development, Karina Brascgalla, (915) 212-1570

**REGULAR AGENDA - OPERATIONAL FOCUS UPDATES**

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

28. Presentation and discussion on Workforce Focus initiatives, including: [25-242](#)
1. Recruitment  
2. Retention



- 3. Compensation
- 4. Employee Benefits
- 5. Next Steps

**All Districts**

Human Resources, Mary Wiggins, (915) 212-1267

**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: 203-530-909#

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

**REGULAR AGENDA - FIRST READING OF ORDINANCES:**

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

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

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

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

- 29.** An Ordinance granting Special Permit No. PZST24-00006, to allow for a clinic and side yard setback reduction on the property described as Lot 2179, Block 91, Mountain View Addition, 4893 Maxwell Avenue, City of El Paso, El Paso County, Texas pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

**[25-223](#)**

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



Subject Property: 4893 Maxwell Ave.  
Applicant: Project Vida, PZST24-00006

**District 2**

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

**PUBLIC HEARING WILL BE HELD ON MARCH 18, 2025**

30. An Ordinance granting Special Permit No. PZST24-00003, to allow for an orphanage shelter and side yard setback reduction on the property described as all of Lots 1-24, Block 298, a portion of Lots 1-5 and all of Lots 6-24, all of Lots 35-58, Block 300, together with the vacated portion of Cliff Street between Blocks 298 and 300 and the vacated alley in Block 300, a portion of Block 302, all in Pierce Finley addition, plus Children's Home Subdivision (formerly known as Tract 6-A FM Collins Survey #209), 1100 E. Cliff Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

[25-224](#)

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

Subject Property: 1100 E. Cliff Dr.  
Applicant: The Lee & Beulah Moor Children's Home, PZST24-00003

**District 8**

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

**PUBLIC HEARING WILL BE HELD ON MARCH 18, 2025**

31. An Ordinance changing the zoning of Lots 3 and 4, Block 58, East El Paso, 3505 Gateway West Boulevard, City of El Paso, El Paso County, Texas from R-5 (Residential) to C-1 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[25-225](#)

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: 3505 Gateway West Blvd.  
Applicant: Springtime Investment LLC, PZRZ24-00024

**District 2**

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

**PUBLIC HEARING WILL BE HELD ON MARCH 18, 2025**

32. An Ordinance changing the zoning of a portion of Lot 3, Block 391, Tierra Del Este Unit Sixty-Nine and a portion of Section 37 and 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from C-2 (Commercial) to C-3 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[25-227](#)

The proposed rezoning meets the intent of the Future Land Use designation for



the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: North of Pebble Hills Drive and East of John Hayes Street  
Applicant: Camino Real Investment Properties, LLC, PZRZ24-00015

**District 5**

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

**PUBLIC HEARING WILL BE HELD ON MARCH 18, 2025**

33. An Ordinance changing the zoning of Tracts 2-B, 2-B-1, 2-B-5, Block 18, Ysleta Grant Surveys, 523 Giles, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-1/c (Commercial/conditions), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [25-228](#)

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: 523 Giles Road  
Applicant: Daniel Resendez, PZRZ24-00011

**District 3**

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

**PUBLIC HEARING WILL BE HELD ON MARCH 18, 2025**

34. An Ordinance changing the zoning of Tract 2C, Block 41, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [25-229](#)

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

Subject Property: North of Americas Avenue and West of Southside Road  
Applicant: Ajeya Bhava LLC, PZRZ24-00006

**District 7**

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

**PUBLIC HEARING WILL BE HELD ON MARCH 18, 2025**

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

35. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed, and any other documents necessary to convey approximately 2.112 acres of land, legally described as being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, City of El Paso, El Paso County, Texas. [25-195](#)



Subject Property: 210 N. Lee St.

**District 8**

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

**PUBLIC HEARING WILL BE HELD ON MARCH 4, 2025**

36. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 20,948 acres of land, legally described as property consisting of all or partial sections of Township 7 and 8, Block 65, and all or partial sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, also known as The Wildhorse Ranch, Culberson County, Texas.

[25-210](#)

**Extraterritorial Jurisdiction**

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

**PUBLIC HEARING WILL BE HELD ON MARCH 4, 2025**

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

37. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV - Speed Limits), Subsection F (Thirty-Five Miles per Hour), to ADD item 110: Justice Street, from Montana Avenue to North City Limits; and an Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV - Speed Limits), Subsection G (Forty Miles per Hour), to DELETE Item 47. Justice Street, from Edgemere Boulevard to the South City Limits.

[25-194](#)

**District 5**

Streets and Maintenance, Joshua Lerma, (915) 212-7049

**PUBLIC HEARING WILL BE HELD ON MARCH 4, 2025**

38. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing - Tow-Away Zone), Subsection A, to ADD Item 120: Pollard Street, From Hayes Avenue to Truman Avenue, East Side; and to ADD Item 121: Truman Avenue, from Pollard Street to A point 420 Feet East, North Side.

[25-201](#)

**District 2**

Streets and Maintenance, Joshua Lerma, (915) 212-7049

**PUBLIC HEARING WILL BE HELD ON MARCH 4, 2025**

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

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

39. The linkage to the Strategic Plan is subsection: 1.4 Grow the core business of air transportation.

[25-237](#)



**Award Summary:**

Discussion and action on the award of Solicitation 2024-0450R Passenger Boarding Bridge and Check Baggage Inspection System Maintenance to Daifuku Services America Corporation for an initial term of five (5) years for an estimated amount of \$7,007,165.24. The award also includes a two (2) year option for an estimated amount of \$2,551,596.63 and three (3) additional one-year options for an estimated amount of \$4,303,863.98. The total contract time is for ten (10) years for a total estimated amount of \$13,862,625.85. This contract will allow the maintenance and operation of the Checked Baggage Inspection System (CBIS) and Passenger Boarding Bridges (PBB).

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$5,184,703.99 for the initial term, which represents a 284.49% increase due to passenger boarding bridge services being added, increase in pricing for Checked Baggage Inspection System, and an increase to reimbursables for parts and materials.

Department: El Paso International Airport  
Award to: Daifuku Services America Corporation  
City & State: Novi, MI  
Item(s): All  
Initial Term: 5 Years  
Option Term 1: 2 Years  
Option Term 2 - 4: 3 - 1 Year  
Total Contract Time: 10 Years  
Initial Term Estimated Award: \$7,007,165.24  
Option Terms Estimated Award: \$6,855,460.61  
Total Estimated Award: \$13,862,625.85  
Account(s) 562-3000-62205-522150  
Funding Source(s): Airport Operating Fund  
District(s): All

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to Daifuku Services America Corporation the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

**All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043



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

- 40.** Discussion and action on a Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the CITY OF EL PASO and DEKKER, LLC, a Texas Limited Liability Company, for a project known as "Architect and Engineering Services for the El Paso Police Department Pebble Hills Regional Command Center", for an amount not to exceed \$531,092.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$631,092.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. This project was approved as part of the 2019 Public Safety Bond.

[25-214](#)

### **District 5**

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

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

[25-245](#)

### **Award Summary:**

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0081 Defibrillator Equipment and Maintenance to Zoll Medical Corporation, the sole source provider for the X-Series cardiac monitor defibrillators and services, for a term of three (3) years for an estimated amount of \$1,815,220.65. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow standardization of cardiac monitor defibrillators, accessories and maintenance to new and existing equipment currently owned by the City.

### **Contract Variance:**

The difference based in comparison to the previous contract's annual amount is as follows: An increase of \$235,020.83 for the annual amount, which represents a 63.51% increase due to the addition of 9 new cardiac monitor defibrillators units as well as an additional 34 pieces of existing equipment to be placed under warranty.

Department: Fire

Award to: Zoll Medical Corporation

City & State: Chelmsford, MA

Item(s): All

Initial Term: 3 Years

Option Term: NA

Total Contract Time: 3 Years

Annual Estimated Award: \$605,073.55



Initial Term Estimated Award: \$1,815,220.65  
Option Term Estimated Award: NA  
Total Estimated Award: \$1,815,220.65  
Account(s): 322-1000-22090-531120-P2217  
Funding Source(s): General Fund

Non-Competitive Procurement under Local Government General Exemption:  
Section 252.022 -

(7) a procurement of items that are available from only one source (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Zoll Medical Corporation under the exemption listed above.

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

**All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043  
Fire, Chief Jonathan P. Killings, (915) 212-5665

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

42. Discussion and action on a Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), for a project known as "Architectural and Engineering Services for the Modesto Gomez Central Flat Fields Project" for an amount not to exceed \$890,015.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$990,015.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

[25-153](#)

**All Districts**

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

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

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

[25-188](#)

**Award Summary:**

Discussion and action on the award of Solicitation 2024-0474 Automotive Fuel-



Unleaded to the following suppliers: 1) Rio Valley Biofuels LLC, 2) Mansfield Oil Company, 3) Tartan Oil for a total estimated amount of \$9,600,000.00. This contract will provide unleaded automotive fuel to ensure the continual supply to city-owned vehicles that require fuel for daily operations.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$1,200,000.00 for the initial term, which represents a 14.29% increase due to fuel prices increases.

Department: Streets and Maintenance  
Award to Primary Vendor: Rio Valley Bio Fuels LLC  
City & State: El Paso, TX  
Item(s): All  
Initial Term: 3 Years  
Option Terms: 2 Years  
Total Contract Time: 5 Years

Award to Secondary Vendor: Mansfield Oil Company  
City & State: Gainesville, GA  
Item(s): All  
Initial Term: 3 Years  
Option Terms: NA  
Total Contract Time: 3 Years

Award to Tertiary Vendor: Tartan Oil LLC  
City & State: Knoxville, TN  
Item(s): All  
Initial Term: 3 Years  
Option Terms: NA  
Total Contract Time: 3 Years

Total Annual Estimated Award: \$3,200,000.00  
Total Initial Term Estimated Award: \$9,600,000.00  
Total Option Term Estimated Award: \$6,400,000.00  
Total Estimated Award: \$16,000,000.00

Account(s) 532-3600-531240-37020-P3701  
Funding Source(s): Internal Service Fund  
District(s): All

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

The Purchasing & Strategic Sourcing Department and Streets and Maintenance Department recommend award as indicated to primary vendor: Rio Valley Biofuels, LLC, secondary vendor: Mansfield Oil Company and tertiary vendor: Tartan Oil, LLC the highest ranked bidders based on the evaluation factors established in the evaluation criteria for this procurement.

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



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

**All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043  
Streets and Maintenance, Randy Garcia, (915) 212-7000

- 44.** Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and GRV Integrated Engineering Solutions LLC., a Texas Limited Liability Company (LLC), for a project known as “Civil Engineering Professional Services for the Rojas Drive Resurfacing / Reconstruction Project” for an amount not to exceed \$445,900.14; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$545,900.14; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. This project was approved as part of the 2022 Community Progress Bond.

[25-215](#)

**District 7**

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

**REGULAR AGENDA - OTHER BUSINESS:**

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

- 45.** Discussion and action on a Resolution authorizing the Mayor to sign the Interlocal Agreement for good and valuable consideration by and between the City of El Paso, and the County of El Paso, for the purposes of efficiency and effectiveness, the City seeks to use the County’s procurement process to also contract with Newmark Global Strategies Economic Incentives Advisory to update the City’s economic development incentive policies under Chapter 380 of the Texas Local Government Code, with the goal of enhancing the El Paso region’s appeal for prospective economic development expansion opportunities; and authorizing the City Manager or designee to take such further actions, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting Interlocal Agreement execute such additional documents, establish future funding sources and make any budget transfers, make such filings as may be necessary to effectuate the intent and purpose of this Resolution. The City’s contract responsibility shall not exceed \$25,000.

[25-243](#)

**All Districts**

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

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



## Environments

46. Discussion and action to approve a Resolution that the 2025 Public Art Plan be adopted and that the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Plan as described in Exhibit "A" of the Resolution.

[25-212](#)

### All Districts

Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766

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

47. Discussion and action on a Resolution authorizing the Mayor to Execute the Mayor's Certificate and the General Certificate of the City in Connection with the El Paso Housing Finance Corporation Single Family Mortgage Revenue Bonds, (Guaranteed Mortgage-Backed Securities Program Series 2025A).

[25-248](#)

### All Districts

El Paso Housing Finance Corporation, Elizabeth Moya, (915) 228-9336

48. Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfer to: increase Playa Drain Padilla - Zaragoza project, to set up budget for Revolving Loan Fund for Borderplex Community Capital agreement project, and to increase Memorial Park project for the purchase solar lights, as respectively listed and referenced below:

[25-240](#)

BT Number	Fund	Project	Increase /(Decrease)
2025-0331	4743	PCP23TRAN03	\$195,210.63
2025-0299	2302	PEDFY25005	\$500,000.00
2025-0445	4800	PCP13PRKG01	\$77,008.40

### All Districts

City Manager's Office, Bonnie Cordova, (915) 212-1412

## **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



**ADJOURN**

**NOTICE TO THE PUBLIC:**

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

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

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

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





El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 25-211, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

Approval of the Minutes of the Regular City Council Meeting of February 4, 2025, the Agenda Review Meeting of February 3, 2025, and the Work Session of February 3, 2025.



**RENARD U. JOHNSON**  
MAYOR

**DIONNE MACK**  
CITY MANAGER



**CITY COUNCIL**  
ALEJANDRA CHÁVEZ, DISTRICT 1  
JOSH ACEVEDO, DISTRICT 2  
DEANNA MALDONADO-ROCHA, DISTRICT 3  
CYNTHIA BOYAR TREJO, DISTRICT 4  
IVAN NIÑO, DISTRICT 5  
ART FIERRO, DISTRICT 6  
LILY LIMÓN, DISTRICT 7  
CHRIS CANALES, DISTRICT 8

## **MINUTES FOR REGULAR COUNCIL MEETING**

**February 4, 2025**  
**COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY**  
**9:00 AM**

### **ROLL CALL**

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:01 a.m. Mayor Renard Johnson was present and presiding and the following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, and Lily Limón. Late arrivals: Chris Canales at 9:09 a.m. and Art Fierro at 9:19 a.m.

### **INVOCATION BY EL PASO POLICE CHAPLAIN RABBY LEVY GREENBERG**

### **PLEDGE OF ALLEGIANCE**

**Cielo Vista Elementary School, McArthur Elementary/Intermediate School, and Burges High School at the invitation of City Representative Deanna Maldonado-Rocha**

**Joseph Bencomo**  
**Lola Bencomo**  
**Sara Bencomo**  
**Ricky Urbina**  
**Eva Urbina**  
**Zoe Villegas**  
**Lucas Villegas**  
**Alysa Chavez**

### **MAYOR'S PROCLAMATIONS**

**El Paso Children's Hospital Day**

**Martha Rios Day & The Lunchbox Day**

**Black History Month**

**The Black El Paso Democrats 39th Annual Political Awareness and Awards Banquet Day**

**Pebble Hills High School Spartan Marching Band Day**

### **NOTICE TO THE PUBLIC**



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

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

.....  
**CONSENT AGENDA – APPROVAL OF MINUTES:**  
.....

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

1. \*Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of January 22, 2025, the Agenda Review Meeting of January 21, 2025, and the Work Session of January 21, 2025.

.....  
**CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:**  
.....

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMEBERS

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

.....  
**CONSENT AGENDA – RESOLUTIONS:**  
.....

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

3. **\*R E S O L U T I O N**

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

That the City Manager, or designee, is authorized to sign a First Amendment to Airport Building Lease Agreement by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the "Lessor"), and Southwest Airlines Co., a Texas Company ("Lessee") to extend and adjust the rent in the lease.

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

**WHEREAS**, the City of El Paso, as recipient of a grant of authority from the U.S. Foreign Trade Zones Board, is authorized to establish, operate, and maintain Foreign Trade Zone No. 68; and

**WHEREAS**, the City of El Paso, by and through its Department of Aviation, established, owns, operates, and maintains Foreign Trade Zone No. 68 in order to expedite and encourage foreign commerce in the El Paso region; and

**WHEREAS**, the City of El Paso desires to submit a minor boundary modification application to the U.S. Foreign Trade Zones Board to modify the boundaries of Foreign Trade Zone No. 68 to include a new site which will be used primarily for distribution operations; and

**WHEREAS**, the City of El Paso desires the minor boundary modification be subject to the activation limit under the traditional site framework,



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

That the Director of the Aviation or designee be authorized to submit a minor boundary modification application, including all supporting documents and coordination with taxing entities for letters of support, to the U.S. Foreign Trade Zones Board, which will modify the boundaries of Foreign Trade Zone No. 68 to include the following:

13551 Montana Avenue, El Paso, El Paso County, Texas 79838, Power Subdivision Lot 2 and to perform all other actions necessary to effectuate this boundary modification.

5.

**\*RESOLUTION**

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Professional Service Industries, Inc., for a project known as "Geotechnical and Material Testing Services for the El Paso International Airport General Aviation Ramp Rehabilitation" for an amount not to exceed \$223,118.87. In addition, the City Engineer is authorized to increase the contract amount up to \$50,000.00 without further authorization from City Council, if such services are necessary for the proper execution of the project and the increased amount is in the appropriate budget for the project. Further, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services.

6.

**\*RESOLUTION**

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

That the Director of Aviation be authorized to sign and submit a grant application and related documentation to the Texas Commission on Environment Quality (TCEQ) and be designated the official representative of the City of El Paso to act in connection with the application process for the Texas Volkswagen Environment Mitigation Program (TxVEMP) All Electric Grant Program.

That upon approval and issuance of such grant by the TCEQ, the City Manager, or authorized designee, be authorized to accept and sign the grant agreement, any related grant modifications, and other necessary documents when the form and substance of those documents have been reviewed and approved by the City Attorney's Office, and that such authorization will include the ability to accept and sign multiple agreements and documents, as the TCEQ grant may be issued in various disbursements;

That the City Manager be authorized to approve and sign any budget transfers needed to establish appropriations in connection with this grant.

The City is requesting a total grant amount of \$500,000.00 for the FY 2023 Texas Volkswagen Environment Mitigation Program (TxVEMP), with no match required.

Ms. Patricia Osmond, citizen, commented.

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

7.

**\*RESOLUTION**



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

That the Mayor is authorized to sign an Interlocal Cooperation Agreement by and between the City of El Paso and Texas Tech University Health Sciences Center at El Paso, to provide online-medical direction to the Emergency Medical Services System (EMSS) for a term of three (3) years with a two-year option to extend.

Ms. Lisa Turner, citizen, commented.

8.

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

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), for a project known as "Architect and Engineering Services for the Fire Station 7 Renovation Project" for an amount not to exceed **\$219,479.90**; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets of the project for a total amount of \$319,479.90.

Further, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement for Professional Services.

Ms. Lisa Turner, citizen, commented.

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

9.

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

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Horizon City, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to Town of Horizon City, for which Town of Horizon City shall pay to the City of El Paso an annual amount of TWO HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS AND NO/100 (\$221,749.00)

Ms. Lisa Turner, citizen, commented.

**CONSENT AGENDA – BOARD APPOINTMENTS:**

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

10. \*Motion made, seconded, and unanimously carried to **APPOINT** Tess Passero to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson.
11. \*Motion made, seconded, and unanimously carried to **APPOINT** Silvia Serna to the Animal Shelter Advisory Committee by Representative Josh Acevedo, District 2.



.....  
**CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:**  
.....

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

12. \*Motion made, seconded, and unanimously carried to **APPROVE** a refund to Gerald Wheaton in the amount of \$3,719.59 for an overpayment made on December 19, 2024 of 2024 taxes, Geo. # C818-999-0730-0300.

.....  
**CONSENT AGENDA –NOTICE OF CAMPAIGN CONTRIBUTIONS:**  
.....

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

13. \*Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Mayor Renard U. Johnson in the amounts of \$3,500.00 from Miguel Fernandez, \$2,000.00 from Alvaro Bustillos, \$10,000.00 from Stanley Jobe, and \$40,000.00 loan from Renard Johnson.

.....  
**CONSENT AGENDA – REQUEST TO ISSUE PURCHASE ORDERS:**  
.....

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

14. \*Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department to issue Purchase Order(s) to increase contract 2022-0004 Security Services - Municipal Buildings to Night Eyes Protective Services, Inc. This change order will increase referenced contract by \$139,725.00 for a total estimated amount not to exceed \$2,203,389.00. This change order will add capacity for additional services needed under this contract.

Department:	Streets and Maintenance
Award to:	Night Eyes Protective Services, Inc
City & State:	El Paso, TX
Current Contract Amount:	\$2,063,664.00
Change Order Amount:	\$139,725.00
Total Estimated Amount not to Exceed:	\$2,203,389.00
Account(s):	532 - 1000 - 31040 - 522120 - P3120
Funding Source(s):	General Fund
District(s):	All

Contract Procurement Information:  
This was a Best Value Bid Award - unit price contract.

Change Order Price Information:  
Armed security guard with marked vehicle hourly rate: \$22.50

.....  
**CONSENT AGENDA – BIDS:**  
.....

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

15. **\*R E S O L U T I O N**



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

THAT the City Manager be authorized to sign a Service Agreement (Solicitation 2024-0654R) for the auditing of City sales tax collections by and between the City of El Paso ("City") and Avenu Insights & Analytics, LLC ("Service Provider") for a contract term of three years from the date this Service Agreement is approved by the City Council, with an option to extend for two additional years. This award is a contingency-based contract, which shall not exceed 25% of the additional revenue to the City based on the Agency's documented findings. In accordance with this award the City Manager or designee is authorized to exercise future options if needed. In addition, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.

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

16. \*Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2025-0201 Continuous PM Light Scattering Monitors (Re-Bid) to Teledyne Instruments, Inc., dba Teledyne API for a one-time purchase for an estimated amount of \$93,756.00. This contract will allow Environmental Services to purchase two (2) continuous light scattering particulate monitors used to measure particulate matter to meet the Environmental Protection Agency (EPA) requirements as a Federal Equivalent Method (FEM).

Contract Variance:  
Not applicable, new contract.

Department:	Environmental Services
Award to:	Teledyne Instruments, Inc., dba Teledyne API
City & State:	Thousand Oaks, CA
Item(s):	All
Initial Term:	One-time
Option Term:	NA
Total Contract	Time: One-time
Annual Estimated Award:	One-time
Initial Term Estimated Award:	\$93,756.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$93,756.00
Account(s):	334 - 3110 - 580290 - 34030 - P3436 - GT342523
Funding Source(s):	Environmental Services- Air Quality Monitoring Equipment Grant
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Environmental Services Department recommend award as indicated to Teledyne Instruments, Inc., dba Teledyne API the sole 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.

.....  
The Regular City Council meeting was **RECESSED** at 10:00 a.m. in order to convene the Mass Transit Department Board meeting.



The Regular City Council meeting was **RECONVENED** at 10:05 a.m.

.....  
**REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:**  
.....

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

17.

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

**WHEREAS**, on October 25, 2022 the City Council passed a resolution that authorized the expenditure of District 1 discretionary funds in an amount not to exceed \$25,000.00 to improve the Westside Community Dog Park and Lower Tom Lea Dog Park; and

**WHEREAS**, the City Manager was authorized to effectuate any budget transfers necessary to ensure the proper expenditure of the fund for the public purpose; and

**WHEREAS**, the Representative of District 1 desires that the City Council repeal the authorization of the discretionary fund expenditure in an amount not to exceed \$25,000.00 to improve the Westside Community Dog Park and Lower Tom Lea Dog Park because the estimated cost of the project would be best suited by addressing with internal City of El Paso resources; and

**WHEREAS**, on August 13, 2024, by motion on the dais, the City Council approved the transfer of \$52,165.87 from the District 1 Discretionary Account to the City's General Fund; and

**WHEREAS**, the Representative of District 1 desires that the City Council authorize the return of the \$52,165.87 from the City's General Fund to the District 1 Discretionary Account.

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

THAT the City Council repeals the previously authorized District 1 discretionary fund expenditure in the amount not to exceed \$25,000.00 and return the \$25,000.00 to the District 1 Discretionary Account.

THAT the City Council authorize the return of the previously authorized District 1 Discretionary Account transfer of \$52,165.87 from the General Fund back to the District 1 Discretionary Account.

Representatives Chávez and Canales commented.

The following members of the public commented:

1. Ms. Patricia Osmond
2. Ms. Lisa Turner

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and unanimously carried to **APPROVE** the Resolution.

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

- .....  
**18. ITEM:** Discussion and action to request that the elected El Paso Municipal Court Judges participate in a planning meeting of City Council during a future Council work session to



coordinate efforts and establish strategic planning sessions to incorporate the Municipal Court Judges into the City's Strategic Plan.

Representatives Acevedo, Niño, and Limón commented.

Ms. Dionne Mack, City Manager, commented.

Ms. Patricia Osmond, citizen, commented.

Motion made by Representative Acevedo, seconded by Representative Niño, and unanimously carried to **REQUEST** that the elected El Paso Municipal Court Judges participate in a planning meeting of City Council during a future Council work session to coordinate efforts and establish strategic planning sessions to incorporate the Municipal Court Judges into the City's Strategic Plan.

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

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

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19. \*Motion made, seconded, and unanimously carried to **POSTPONE THREE WEEKS** the discussion and action on a Resolution that the City of El Paso hereby appoints the following board members to the Camino Real Regional Mobility Authority Board for the positions identified below, which shall take effect on February 4, 2025:

1. Mathew McElroy, Position 2, term expiring on February 1, 2027.
2. Lina Ortega, Position 6, term expiring on February 1, 2027.

---

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

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20. Presentation and discussion by Emergence Health Network of their 2024 annual report on activities, collaborations, and partnerships with local entities.

Representative Fierro introduced the item.

Ms. Kristy Daugherty, Emergence Health Network Chief Executive Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

\*Motion made, seconded, and unanimously carried to **MOVE** the item to the **FOREFRONT** of the Regular Agenda.

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

- 
21. **ITEM:** Discussion and action to direct the City Manager to initiate a rewrite of the policy for the evaluation of 9% Low Income Housing Tax Credit applications: including consideration of a geographic index for location-based scoring and minimum point thresholds for eligibility for letters of support or letters of no objection; also including an alternative method by which in a given year the City may designate only one specific location for which it will consider applications; and that the City Manager shall return to the Council with an update within 120 days of the approval of this item.

Representatives Rocha, Niño, and Canales commented.



The following members of the public commented:

1. Ms. Brittany Medellin
2. Ms. Cemelli De Aztlan
3. Ms. Patricia Osmond
4. Ms. Lisa Turner

#### **1<sup>ST</sup> MOTION**

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **AMEND** the last sentence of the motion by striking out the words “an update” and inserting “**with a recommendation for approval of a final policy, informed by the ongoing work on an updated El Paso Regional Housing Plan, within**” and striking “120” and inserting “**240**”.

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

#### **2<sup>ND</sup> AND FINAL MOTION**

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **DIRECT** the City Manager to initiate a rewrite of the policy for the evaluation of 9% Low Income Housing Tax Credit applications: including consideration of a geographic index for location-based scoring and minimum point thresholds for eligibility for letters of support or letters of no objection; also including an alternative method by which in a given year the City may designate only one specific location for which it will consider applications; and that the City Manager shall return to the Council with a recommendation for approval of a final policy, informed by the ongoing work on an updated El Paso Regional Housing Plan, within 240 days of the approval of this item.

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

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### **REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:**

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

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- 22.** Presentation, discussion and action regarding party halls or entertainment venues and residential swimming pools within the City of El Paso.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Ms. Nicole Cote, Deputy City Manager
- Mr. Tony De La Cruz, Building Permits and Inspections Assistant Director
- Mr. Kevin Smith, Planning and Inspections Assistant Director

Mayor Johnson and Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales commented.

The following City staff members commented:

- Mr. Steve Alvarado, Code Enforcement Director
- Ms. Karla Nieman, City Attorney
- Mr. Russell Abeln, Senior Assistant City Attorney



- Ms. Dionne Mack, City Manager

The following members of the public commented:

1. Mr. Steven Greenberg
2. Ms. Debbie Torres
3. Ms. Sylvia Carreon
4. Ms. Heidi Seoenz
5. Ms. Patricia Osmond
6. Ms. Marcella Carrillo
7. Ms. Teresa Chavira
8. Ms. Denise Arellano
9. Mr. Jesus Arellano
10. Mr. Mario Mendoza
11. Ms. Isabel Chacon
12. Ms. Lisa Turner

\*Motion made, seconded, and unanimously carried to **MOVE** the item to the **FOREFRONT** of the Regular Agenda.

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

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

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**23.** Presentation and discussion on the FY 2024-2025 1st Quarter Financial Report.

Mr. Robert Cortinas, Chief Financial Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Acevedo, Rocha, Trejo, and Limón commented.

Ms. Dionne Mack, City Manager, commented.

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

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**24.** Presentation and discussion on the City's Sexual Harassment and Violence in the Workplace Prevention Policies.

Ms. Cecy Mungaray, Employee Relations Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office)

Mayor Johnson commented.

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

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**25.** Presentation and discussion on the City's Ethics Ordinance and Code of Conduct.

Mr. Juan Gonzalez, Senior Assistant City Attorney, introduced the item.

Mr. Frank Garza, Outside Counsel, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Ms. Patricia Osmond, citizen, commented.



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

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**CALL TO THE PUBLIC – PUBLIC COMMENT:**

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Barbara Valencia
3. Mr. Ron Comeau
4. Ms. Claudia Contreras
5. Ms. Patricia Osmond
6. Mr. Leandro Cardona
7. Ms. Lisa Turner

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

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

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- 26.** Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing to issue Purchase Order(s) for Solicitation 2025-0196 Automation Controls to PC Automated Controls. Inc. the sole authorized distributor for an initial term of three (3) years for an estimated amount of \$300,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will provide parts and services for controls systems used in City facilities.

Contract Variance:  
Not Applicable.

Department:	Streets and Maintenance
Award to:	PC Automated Controls. Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$100,000.00
Initial Term Estimated Award:	\$300,000.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$300,000.00
Account(s):	532 - 1000 - 31040 - 532000 - P3120
Funding Source(s):	General Fund
District(s):	All

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

The Purchasing & Strategic Sourcing Department and Streets and Maintenance Department recommend award as indicated to PC Automated Controls. Inc. under the exemption listed above.



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

AYES: Representatives Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Chávez

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

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- 27.** Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Limón, and carried to **REJECT ALL BIDS** for Solicitation No. 2025-0060 MSW (Municipal Solid Waste) and Recycling Collection Services - Various City Facilities to Waste Connections Management Services, Inc., dba El Paso Disposal, LP for an initial three (3) year term for an estimated amount of \$910,010.40. The award also includes a two (2) year option for an estimated amount of \$606,673.60. The total contract value is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$1,516,684.00. This contract will allow trash and recycling collection services for various city facilities.

### **Contract Variance:**

The difference based in comparison to the previous contract for one year is as follows: An increase of \$82,710.40, which represents a 37.49% increase due to including scheduled and unscheduled recycling pickup as well as the 20- and 30-yard dumpster pickup.

Department:	Environmental Services
Award to:	Waste Connections Management Services, Inc. dba El Paso Disposal, LP
City & State:	The Woodlands, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$303,336.80
Initial Term Estimated Award:	\$910,010.40
Option Term Estimated Award:	\$606,673.60
Total Estimated Award:	\$1,516,684.00
Account(s):	334 - 2305 - 522150 - 34340
Funding Source(s):	Environmental Fee
District(s):	All

No protests were received.

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

The Purchasing & Strategic Sourcing Department and Environmental Services Department recommend award as indicated to Waste Connections Management Services, Inc. dba El Paso Disposal, LP the sole and highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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



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

Mayor Johnson and Representatives Chávez, Acevedo, Rocha, Trejo, Fierro, Limón, and Canales commented.

The following City staff members commented:

- Ms. Nicole Cote, Deputy City Manager
- Ms. Paula Salas, Lead Procurement and Contract Analyst
- Ms. Dionne Mack, City Manager
- Mr. Nicholas Ybarra, Environmental Services Director
- Ms. Juan Gonzalez, Senior Assistant City Attorney

The following members of the public commented;

1. Ms. Bea Heist
2. Mr. Chuck Heist

AYES: Representatives Chávez, Acevedo, Trejo, Niño, Fierro, and Limón

NAYS: Representatives Rocha and Canales

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

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

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#### **28. ORDINANCE 019707**

The City Clerk read an Ordinance entitled: **AN ORDINANCE RENEWING AND EXTENDING THE SPECIAL PRIVILEGE LICENSE TO TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER FOR THE MAINTENANCE, USE AND REPAIR THE SURFACE PARKING LOT, OVERHEAD BIRD NETTING, AND DRAINAGE PIPES BENEATH THE RAYNOLDS STREET OVERPASS BRIDGE WITHIN A PORTION OF CITY RIGHT-OF-WAY ALONG ALBERTA AVENUE; SETTING THE LICENSE TERM FOR A TERM OF TEN (10) YEARS WITH AN OPTION TO RENEW FOR ONE ADDITIONAL TEN (10) YEAR TERM.**

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

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

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

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

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### **REGULAR AGENDA – OTHER BUSINESS:**

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

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#### **29. RESOLUTION**



**WHEREAS**, Green Mills Holdings, LLC has proposed a development for 80 affordable rental housing units at N Zaragoza Rd & Pebble Hills Blvd, El Paso, TX 79938, named Pebble Hills Place in the City of El Paso, Texas; and

**WHEREAS**, Green Mills Holdings, LLC has committed to a minimum 45-year affordability period for those additional 80 units at N Zaragoza Rd & Pebble Hills Blvd., named Pebble Hills Place in the City of El Paso, Texas; and

**WHEREAS**, Green Mills Holdings, LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Competitive 9% Housing Tax Credits for Pebble Hills Place.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed **Pebble Hills Place** development located at N Zaragoza Rd & Pebble Hills Blvd, El Paso, TX (TDHCA Application number 24157) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 04, 2025.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

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

**WHEREAS**, Investment Builders, Inc. has proposed a development for 64 affordable rental housing units at NWC Charles Foster Ave and John Hayes St, El Paso, TX 79938 named Pebble Hills Estates in the City of El Paso, Texas; and

**WHEREAS**, Investment Builders, Inc. has committed to a minimum 45-year affordability period for those additional 64 units at NWC Charles Foster Ave and John Hayes St. El Paso, TX named Pebble Hills Estates, in the City of El Paso, Texas; and

**WHEREAS**, Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Competitive 9% Housing Tax Credits for Pebble Hills Estates.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the propose **Pebble Hills Estates** development located at NWC Charles Foster Ave and John Hayes St. El Paso, TX (TDHCA Application number 24157) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 04, 2025.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

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



**WHEREAS**, Investment Builder, Inc. has proposed a development for 60 affordable rental housing units at 11050 Montana Ave. El Paso, TX 79936, named Ridgestone Senior, in the City of El Paso, Texas; and

**WHEREAS**, Investment Builder, Inc. has committed to a minimum 45-year affordability period for those additional 60 units at 11050 Montana Ave., El Paso, TX 79936 named Ridgestone Senior, in the City of El Paso, Texas; and **WHEREAS**, Investment Builder, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Competitive 9% Housing Tax Credits for Ridgestone Senior.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed **Ridgestone Senior** development located at 11050 Montana Ave., El Paso, TX 79936 (TDHCA Application number 24158) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 04, 2025.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

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

**WHEREAS**, Investment Builders, Inc. has proposed a development for 64 affordable rental housing units at SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938, named Villas at Augusta Ltd. in the City of El Paso, Texas; and

**WHEREAS**, Investment Builders, Inc. has committed to a minimum 45-year affordability period for those additional 64 units at SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938, named Villas at Augusta Ltd., in the City of El Paso, Texas; and

**WHEREAS**, Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2025 Competitive 9% Housing Tax Credits for Villas at Augusta Ltd.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed Villas at Augusta Ltd. development located at SWC of Augusta Dr. and Zaragoza Rd. El Paso, TX 79938 (TDHCA Application number 24077) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 04, 2025.
2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

Representatives Rocha and Canales commented.

Representative Chávez verbally disclosed a \$1,500 contribution received from Mr. Roy Lopez.



Representative Acevedo verbally disclosed a \$1,500 contribution received from Investment Builders - Mr. Roy Lopez.

Representative Niño verbally disclosed a \$1,500 contribution received from Mr. Roy Lopez.

The following members of the public commented:

1. Mr. Richard Dayoub
2. Ms. Diana Mansur

Motion made by Representative Canales, seconded by Representative Limón, and carried to **AUTHORIZE** Resolutions of No Objection for all four applications listed above.

AYES: Representatives Acevedo, Fierro, Limón, and Canales

NAYS: Representatives Chávez, Rocha, Trejo, and Niño

Mayor Johnson broke the tie by voting "AYE". **THE MOTION PASSED.**

.....  
**EXECUTIVE SESSION**

Motion made by Representative Niño, seconded by Representative Canales, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 12:24 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.074 PERSONNEL MATTERS

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **ADJOURN** the Executive Session at 2:02 p.m. and **RECONVENE** the meeting of the City Council at which time a motion was made.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

.....  
**EX1.** Investigation regarding former elected City Official (551.071) (551.074)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Canales, and unanimously carried that the City of El Paso **AUTHORIZES** the implementation of a training afforded to City Representatives regarding their roles as supervisors over Legislative Aides, **AUTHORIZES** a comprehensive ethics and harassment training for City Council and employees assigned to work for members of Council including their legislative aides, on the specific parameters and restrictions related to election activities under applicable state and local law, and **AUTHORIZES** the City Attorney to engage outside legal counsel.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

.....  
Motion made by Representative Acevedo, seconded by Representative Rocha, and unanimously carried to **ADJOURN** this meeting at 6:00 p.m.



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

.....  
APPROVED AS TO CONTENT:

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



RENARD U. JOHNSON  
MAYOR

DIONNE MACK  
CITY MANAGER



CITY COUNCIL  
ALEJANDRA CHÁVEZ, DISTRICT 1  
JOSH ACEVEDO, DISTRICT 2  
DEANNA MALDONADO-ROCHA, DISTRICT 3  
CYNTHIA BOYAR TREJO, DISTRICT 4  
IVAN NIÑO, DISTRICT 5  
ART FIERRO, DISTRICT 6  
LILY LIMÓN, DISTRICT 7  
CHRIS CANALES, DISTRICT 8

**AGENDA REVIEW MINUTES  
COUNCIL CHAMBERS AND VIRTUALLY  
CITY HALL, 300 N. CAMPBELL  
February 3, 2025  
9:00 A.M.**

.....  
The City Council met at the above place and date. Meeting was called to order at 9:00 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales.

.....  
The agenda items for the February 4, 2025 Regular City Council and Mass Transit Department Board Meetings were reviewed.

.....  
**19. REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL**

Discussion and action on a Resolution that the City of El Paso hereby appoints the following board members to the Camino Real Regional Mobility Authority Board for the positions identified below, which shall take effect on February 4, 2025:

1. Mathew McElroy, Position 2, term expiring on February 1, 2027.
2. Lina Ortega, Position 6, term expiring on February 1, 2027.

Representative Limón commented.

Ms. Karla Nieman, City Attorney, commented.

.....  
**21. REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL**

Discussion and action to direct the City Manager to initiate a rewrite of the policy for the evaluation of 9% Low Income Housing Tax Credit applications: including consideration of a geographic index for location-based scoring and minimum point thresholds for eligibility for letters of support or letters of no objection; also including an alternative method by which in a given year the City may designate only one specific location for which it will consider applications; and that the City Manager shall return to the Council with an update within 120days of the approval of this item.

Representative Canales commented.

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

Discussion and action on the award of Solicitation No. 2025-0060 MSW (Municipal Solid Waste) and Recycling Collection Services - Various City Facilities to Waste Connections Management Services, Inc., dba El Paso Disposal, LP for an initial three (3) year term for an estimated amount of \$910,010.40. The award also includes a two (2) year option for an estimated amount of \$606,673.60. The total contract value is, including the initial term plus the option, for a total of five (5) years, for an estimated amount of \$1,516,684.00. This contract will allow trash and recycling collection services for various city facilities.



Contract Variance:  
The difference based in comparison to the previous contract for one year is as follows: An increase of \$82,710.40, which represents a 37.49% increase due to including scheduled and unscheduled recycling pickup as well as the 20- and 30-yard dumpster pickup.

Department:	Environmental Services
Award to:	Waste Connections Management Services, Inc. dba El Paso Disposal, LP
City & State:	The Woodlands, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$303,336.80
Initial Term Estimated Award:	\$910,010.40
Option Term Estimated Award:	\$606,673.60
Total Estimated Award	\$1,516,684.00
Account(s):	334 - 2305 - 522150 - 34340
Funding Source(s):	Environmental Fee
District(s):	All

No protests were received.

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

The Purchasing & Strategic Sourcing Department and Environmental Services Department recommend award as indicated to Waste Connections Management Services, Inc. dba El Paso Disposal, LP the sole and highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

Representatives Acevedo, Limón, and Canales commented.

The following City staff members commented:

- Ms. Paula Salas, Lead Procurement and Contract Analyst
- Ms. Laura Prine, City Clerk
- Ms. Karla Nieman, City Attorney

.....  
**MASS TRANSIT DEPARTMENT BOARD AGENDA**

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



Discussion and action on the award of Solicitation 2024-0528 BRIO RTS Landscape Maintenance to Carlos I. Salazar dba Mean Clean, LLC. for an initial term of three (3) years for an estimated amount of \$780,060.00. The award also includes a two (2) year option for an estimated amount of \$520,040.00. The total contract time is for five (5) years for a total estimated amount of \$1,300,100.00. This contract will provide landscape and grounds maintenance services at Sun Metro’s shelters, parking lots and other properties.

Contract Variance:  
The difference based in comparison to the previous contract is as follows: an increase of \$498,227.28 for the initial term, which represents a 176.78% increase as a result of price increases and additional locations added to the contract.

Department:	Sun Metro - Mass Transit
Award to:	Carlos I. Salazar dba Mean Clean, LLC.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$260,020.00
Initial Term Estimated Award:	\$780,060.00
Option Term Estimated Award:	\$520,040.00
Total Estimated Award:	\$1,300,100.00
Account(s):	560 - 3200 - 60050-522210-P6018
Funding Source(s):	Sun Metro General Operations (Operating Fund)
District(s):	All

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

The Purchasing & Strategic Sourcing and Sun Metro - Mass Transit Departments recommend award as indicated to Carlos I. Salazar dba Mean Clean, LLC. the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

Representatives Limón and Canales commented.

The following City staff members commented:

- Mr. Derek Russell, Lead Procurement and Contract Analyst
- Ms. Jerry DeMuro, Deputy Transit Officer

.....  
Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 9:26 a.m.



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

.....  
APPROVED AS TO CONTENT:

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



RENARD U. JOHNSON  
MAYOR

DIONNE MACK  
CITY MANAGER



**CITY COUNCIL**  
ALEJANDRA CHÁVEZ, DISTRICT 1  
JOSH ACEVEDO, DISTRICT 2  
DEANNA MALDONADO-ROCHA, DISTRICT 3  
CYNTHIA BOYAR TREJO, DISTRICT 4  
IVAN NIÑO, DISTRICT 5  
ART FIERRO, DISTRICT 6  
LILY LIMÓN, DISTRICT 7  
CHRIS CANALES, DISTRICT 8

**CITY COUNCIL WORK SESSION MINUTES**  
**February 3, 2025**  
**COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY**  
**9:05 A.M.**

.....  
The City Council met at the above place and date. Meeting was called to order at 9:26 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales.  
.....

**AGENDA**

- .....  
1. Presentation and discussion on the Procurement Sourcing Policy as amended and restated as of May 9, 2023.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Ms. Nicole Cote, Deputy City Manager
- Ms. Claudia Garcia, Purchasing and Strategic Sourcing Assistant Director
- Ms. Veronica Gomez, Purchasing and Strategic Sourcing interim Director

Mayor Johnson and Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Limón, and Canales commented.

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

- .....  
2. Presentation and discussion on the City Council's Legislative Role.

Ms. Kristen Hamilton-Karam, Deputy City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Trejo commented.

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

- .....  
3. Update on FY21 RAISE Grant - Downtown I-10 Deck Plaza Feasibility Study and discussion and action to direct the City Manager to conduct an analysis of local, state, and federal funding sources that could help fund the design and construction of the Deck Plaza.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office):



- Mr. Joaquin Rodriguez, Grant Funded Programs Director
- Mr. Omar Martinez, Legislative Affairs Assistant Director

Mayor Johnson and Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales commented.

The following City staff members commented:

- Ms. Karina Brasgalla, Economic and International Development Director
- Mr. Ian Voglewede, Strategic and Legislative Affairs Director
- Ms. Dionne Mack, City Manager

Ms. Tracey Yellen, Paso del Norte Community Foundation Chief Executive Officer, commented.

#### **1<sup>ST</sup> MOTION**

Motion made by Representative Canales, seconded by Representative Limón, and carried to **AMEND** the item by inserting the following words at the end:

**“; and to direct the City Manager to request a formally adopted position statement from the TIRZ #5 Board about potential boundary expansion and the use of TIRZ #5 funds for Deck Plaza design and/or construction activities; and to include said position statement from the TIRZ #5 in any work product or recommendation resulting from this item.”**

AYES: Representatives Rocha, Trejo, Niño, Limón, and Canales

NAYS: Representatives Chávez, Acevedo, and Fierro

#### **2<sup>ND</sup> AND FINAL MOTION**

Motion made by Representative Trejo, seconded by Representative Fierro, and unanimously carried to **DIRECT** the City Manager to conduct an analysis of local, state, and federal funding sources that could help fund the design and construction of the Deck Plaza; and to **DIRECT** the City Manager to request a formally adopted position statement from the TIRZ #5 Board about potential boundary expansion and the use of TIRZ #5 funds for Deck Plaza design and/or construction activities; and to include said position statement from the TIRZ #5 in any work product or recommendation resulting from this item.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

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### **EXECUTIVE SESSION**

Motion made by Representative Limón, seconded by Representative Rocha, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 11:19 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.074 PERSONNEL MATTERS

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales

NAYS: None



Motion made by Representative Rocha, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the Executive Session at 4:13 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

.....  
**EX1.** Discussion on potential economic development opportunities in the City of El Paso. HQ#25-4246 (551.087)

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

.....  
**EX2.** Michael R. Aguirre, et al v. City of El Paso, Texas; Cause No. 2017DCV2260 (551.071)

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

.....  
**EX3.** Ariel Perez, et. al v. Bowling Enterprises, LTD, Northtowne Village Joint Venture, and CEA Engineering Group, Inc., 2023DCV2046; HQ# 426 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Canales and unanimously carried that the City Attorney's Office, in consultation with the City Manager, be **AUTHORIZED** to participate in a mediation with CEA Engineering Group, Inc. and/or Bowling Enterprises, Ltd. related to the matter *Ariel Perez, et. al. v. Bowling Enterprises, Ltd., Northtowne Village Joint Venture, and CEA Engineering Group, Inc.* in cause No. 2023DCV2046, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Rocha, Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

.....  
**EX4.** El Paso Zoological Society, a Texas nonprofit corporation v. City of El Paso, a Texas Municipal Corporation; Cause No. 2024DCV2545 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and carried that the City Council **DIRECTS** the City Manager and City Attorney to take all steps and actions necessary to follow the course of action recommended regarding the lawsuit styled as *El Paso Zoological Society v. City of El Paso et al.*, pending under Cause No. 2024DCV2545.

AYES: Representatives Chávez, Rocha, Trejo, Niño, Fierro, Limón, and Canales

NAYS: Representative Acevedo

.....  
**EX5.** Discussion on the United States Office of Management and Budget's "Temporary Pause of Agency Grant, Loan and other Financial Assistance Programs" Memorandum; M-25-13; Executive Office of the President. (551.071)

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

.....  
**EX6.** Application of El Paso Electric Company to Change Rates - PUC#57568; HQ#UTILITY-60 (551.071)



Representative Acevedo verbally disclosed a \$1,700 contribution received from El Paso Electric Employee Political Action Committee.

Representative Rocha verbally disclosed a \$1,000 contribution received from El Paso Electric Employee Political Action Committee.

Representative Niño verbally disclosed a \$1,000 contribution received from El Paso Electric Employee Political Action Committee.

Representative Limón verbally disclosed a \$1,000 contribution received from El Paso Electric Employee Political Action Committee.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Canales, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to file an intervention in the *Application of El Paso Electric Company to Change Rates* filed on January 27, 2025, under the Texas Public Utility Commission, Docket No. 57568, in Matter Number UTILITY-60, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority. Additionally, the City Council of the City of El Paso hereby suspends the El Paso Electric rate increase request filed on January 27, 2025 for ninety days (90) beyond the proposed effective date.

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

.....  
**EX7.** Employment, evaluation process and duties for City Council appointed employees, City Manager, City Attorney, and Chief Internal Auditor (551.071) (551.074)

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

.....  
Motion made by Representative Rocha, seconded by Representative Limón, and unanimously carried to **ADJOURN** the meeting at 4:20 p.m.

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

.....  
APPROVED AS TO CONTENT:

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





El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 25-81, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**AGENDA LANGUAGE:**

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

**REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS**





Legislation Text

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File #: 25-163, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to submit grant application 3007110 for the City of El Paso Police Department project identified as "El Paso 2024 Operation Stone Garden (OPSG)" through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting \$1,558,815.00, no cash match required. Grant period will be from March 1, 2025 - February 28, 2026.



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



**DEPARTMENT:** City Clerk

**AGENDA DATE:** 2/25/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Assistant Chief Humberto Talamantes      **PHONE NUMBER:** 915)212-4309

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

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

**SUBGOAL:** 2.1 Maintain standing as one of the nation ' s top safest citi

**SUBJECT:** A resolution authorizing the City Manager or designee to submit grant application 3007110 for the City of El Paso Police Department project identified as " El Paso 2024 OPSG " through the Office of the Governor of the State of Texas, Homeland Security Grant Division including all related paperwork including but not limited to authorization of budget

**BACKGROUND / DISCUSSION:**

The El Paso Police Department has received the Operation Stone Garden (OPSG) grant since FY 2009. Funding will be used to detect, deter, interdiction, intelligence gathering, and anti-terrorism operations.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

The grant application for FY2023 was approved by city council on February 27, 2024. The grant application for FY2022 was approved by City Council April 11, 2023, and FY2021 was approved by city council on March 29, 2022.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

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



## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas; and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the grant/application number 3007110 for the El Paso Police Department project identified as “El Paso 2024 OPSG”; and

**WHEREAS**, the El Paso City Council designates the City Manager or her designee as the City’s authorized official.

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

1. **THAT**, the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 3007110, for the City of El Paso Police Department project identified as “El Paso 2024 OPSG” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.



ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF EL PASO**

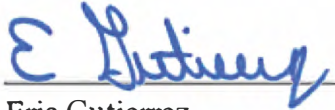
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Renard U. Johnson  
Mayor

ATTEST:

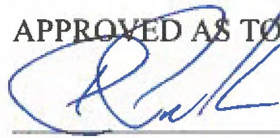
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas  
Chief of Police





Legislation Text

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File #: 25-192, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5381301, for the City of El Paso Police Department project identified as "Criminal Justice Grant - JAG FY2026" to provide financial assistance to the City of El Paso. Requesting \$460,000, no cash match required. Grant period will be from October 1, 2025 - September 30, 2026.



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



**DEPARTMENT:** City Clerk

**AGENDA DATE:** 2/25/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Assistant Chief Humberto Talamantes **PHONE NUMBER:** 915-212-4309

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

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

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

**SUBJECT:** A resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5381301 , for the City of El Paso Police Department project identified as " Criminal Justice Grant – JAG FY2026 " to provide financial assistance to the City of El Paso. Requesting \$460,000, as each match required. Grant

**BACKGROUND / DISCUSSION:**

The El Paso Police Department (EPPD) plans to replace 50 outdated Apx 6000 AN portable radios, which are no longer supported, with 50 Apx Next Single Band radios featuring LTE connectivity. This upgrade will enhance communication reliability, reduce safety risks, and ensure seamless connectivity during high interference or low tower coverage, improving officer safety and community response.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

The FY2025 JAG grant application was approved by city council February 27, 2024. The FY2024 JAG grant application was approved by city council January 31, 2023. The FY2023 JAG grant application was approved by city council February 1, 2022. The FY2022 JAG grant application was approved by city council February 2, 2021. FY2021 application was approved on February 18, 2020. FY2020 JAG grant application was approved by city council on February 26, 2019. FY2019 JAG grant application was approved by city council on February 20, 2018.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

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



## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas; and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the grant/application number 5381301 for the El Paso Police Department project identified as “Criminal Justice Grant - JAG FY2026”; and

**WHEREAS**, the El Paso City Council designates the City Manager or his designee as the City’s authorized official.

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

1. **THAT**, the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 5381301, for the City of El Paso Police Department project identified as “Criminal Justice Grant-JAG FY2026” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.



ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF EL PASO**

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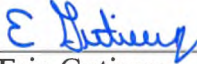
Renard U. Johnson  
Mayor

ATTEST:

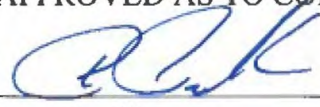
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Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eric Gutierrez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Peter Pacillas  
Chief of Police





Legislation Text

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File #: 25-198, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5378801, for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - National Priority Area Projects (NPA) FY2025" to provide financial assistance to the City of El Paso. Requesting \$32,500.00. No cash match is required. The grant period will be from September 1, 2025 - August 31, 2026.



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



**DEPARTMENT:** City Clerk

**AGENDA DATE:** 2/25/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Assistant Chief Humberto Talamantes      **PHONE NUMBER:** 915)212-4309

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

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

**SUBGOAL:** 2.1 Maintain standing as one of the nation's top safest cities

**SUBJECT:** A resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5378801, for the City of El Paso Police Department project identified as " State Homeland Security Program (SHSP) NPA FY2025 " to provide financial assistance to the City of El Paso. Requesting \$32,500.00. No cash

**BACKGROUND / DISCUSSION:**

The State Homeland Security Grant Program (SHSP) National Priority Area Projects (NPA) projects assist local efforts to prevent Domestic Extremism. The grant will allow for the purchasing of GPS Tracker Service, RF Detector, Listening Transmitters, and Codeplug updates for Interoperable Communications.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

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



## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas; and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the grant/application number 5378801 for the El Paso Police Department project identified as “SHSP NPA FY2025” and

**WHEREAS**, the El Paso City Council designated the City Manager or her designee as the City’s authorized official.

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

1. **THAT**, the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 5378801, for the City of El Paso Police Department project identified as “SHSP NPA FY2025” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement which increase, decrease, or de-obligate program funds, provided that no additional City funds are required.



ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

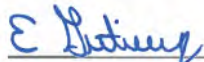
**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor


ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eric Gutierrez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Peter Pacillas  
Chief of Police





Legislation Text

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File #: 25-199, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 2950711, for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - MATRIX Fusion Center" to provide financial assistance to the City of El Paso. Requesting \$450,000.00. No cash match is required. The grant period will be from September 1, 2025 - August 31, 2026.



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



**DEPARTMENT:** City Clerk

**AGENDA DATE:** 2/25/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Assistant Chief Humberto Talamantes      **PHONE NUMBER:** 915)212-4309

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

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

**SUBGOAL:** 2.1 Maintain standing as one of the nation's top safest cities

**SUBJECT:** A resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 2950711, for the City of El Paso Police Department project identified as " State Homeland Security Program (SHSP) MATRIX Fusion Center " to provide financial assistance to the City of El Paso. Requesting \$450,000.00

**BACKGROUND / DISCUSSION:**

The Police Department ' s Fusion Center (MATRIX) was officially recognized by the State of Texas and the U.S. Department of Homeland Security in November 2010. Since 2008, the Police Department has financially supported the center ' s operation through Urban Area Security Initiative (UASI) and, more recently, State Homeland Security Program (SHSP) grant funding. Grant funds will be

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

The grant application for SHSP MATRIX Fusion Center FY2024 was approved by City Council on February 27, 2024, FY2023 was approved by City Council on February 7, 2023, FY2022 was approved by City Council on February 1, 2021, and FY2021 was approved by City Council on February 2, 2020. FY2020 was approved by City Council on February 18, 2020.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

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



## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas; and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the grant/application number 2950711 for the El Paso Police Department project identified as “SHSP MATRIX Fusion Center”; and

**WHEREAS**, the El Paso City Council designates the City Manager or her designee as the City’s authorized official.

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

1. **THAT**, the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 2950711, for the City of El Paso Police Department project identified as “SHSP – MATRIX Fusion Center” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.



ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

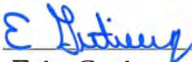
**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor


ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eric Gutierrez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Chief Peter Pacillas  
El Paso Police Department





Legislation Text

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**File #: 25-219, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5378701 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) Regular -Soft Target Protection FY2025" to provide financial assistance to the City of El Paso. Requesting \$200,000.00, no cash match required. The grant period will be from September 1, 2025 - August 31, 2026.



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



**DEPARTMENT:** City Clerk

**AGENDA DATE:** 2/25/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Assistant Chief Humberto Talamantes      **PHONE NUMBER:** 915-212-4309

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

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

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

**SUBJECT:** A resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number grant application number 5378701 for the City of El Paso Police Department project identified as "SHSP Regular Soft Target Protection FY2025" to provide financial assistance to the City of El Paso, requesting

**BACKGROUND / DISCUSSION:**

The Homeland Security Grant Program (SHSP) assists local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose a risk to security in the El Paso community and Rio Grande Council of Government area. The grant will provide modular vehicle barriers for the protection of soft targets in crowded places.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

The grant application for FY2022 Homeland Security Program was approved by city council on February 1, 2022. Grant application for FY2021 Homeland Security Program was approved by city council on February 2, 2021. The grant application for FY2020 was approved on February 18, 2020. The grant application for FY2019 was approved on February 26, 2019.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

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



## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas; and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the grant/application number 5378701 for the El Paso Police Department project identified as “SHSP Regular FY25-Soft Target Protection;” and

**WHEREAS**, the El Paso City Council designated the City Manager or her designee as the City’s authorized official.

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

1. **THAT**, the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 5378701, for the City of El Paso Police Department project identified as “SHSP Regular FY25-Soft Target Protection” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement which increase, decrease, or de-obligate program funds, provided that no additional City funds are required.



ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.


**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eric Gutierrez  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Peter Pacillas  
Chief of Police





Legislation Text

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File #: 25-220, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

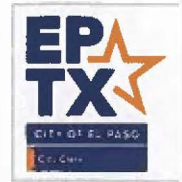
**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 2950611 for the City of El Paso Police Department project identified as "State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities (LETPA) Specialized Teams FY-2025" to provide financial assistance to the City of El Paso. Requesting \$192,000.00. No cash match required. The grant period will be from September 1, 2025 - August 31, 2026.



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



**DEPARTMENT:** City Clerk

**AGENDA DATE:** 2/25/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Assistant Chief Humberto Talamantes      **PHONE NUMBER:** 915)212-4309

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

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

**SUBGOAL:** 2.1 Maintain standing as one of the nation ' s top safest citi

**SUBJECT:** A resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 2950611 for the City of El Paso Police Department project identified as " State Homeland Security Program (SHSP) - LETPA Specialized Teams " to provide financial assistance to the City of El Paso. Requesting

**BACKGROUND / DISCUSSION:**

The State Homeland Security Grant Program (SHSP) Law Enforcement Terrorism Prevention Activities (LETPA) projects assists local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose a risk to security in the El Paso community and Rio Grande Council of Government area. The grant will allow for purchasing of protective protection equipment.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

The application for SHSP-LETPA FY24 was approved by city council February 27, 2024. The application for FY23 was approved by city council January 31, 2023, FY 22 was approved by city council February 1, 2022. Grant application for FY 21 was approved by city council February 2, 2021. Grant application for FY20 was approved by city council February 18, 2020. Grant application for FY19 was approved by city council on February 26, 2019. Grant application for FY18 was approved on February 20, 2018. Grant application for FY17 was approved on March 24, 2017.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

*for A/Chief Humberto Talamantes*

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



## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas; and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the grant/application number 2950611, for the El Paso Police Department project identified as “SHSP LETPA – Specialized Teams FY2025”; and

**WHEREAS**, the El Paso City Council designated the City Manager or her designee as the City’s authorized official.

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

1. **THAT**, the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 2950611, for the City of El Paso Police Department project identified as “SHSP LETPA – Specialized Teams FY2025” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.
1. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
4. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement which increase, decrease, or de-obligate program funds, provided that no additional City funds are required.



ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

E Gutierrez  
Eric Gutierrez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Humberto Talamante  
Peter Pacillas  
for Chief of Police





Legislation Text

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**File #: 25-238, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 3952706, FY2026 for the City of El Paso Police Department project identified as "Project Safe Neighborhoods" to provide financial assistance to the City of El Paso. Requesting \$33,000.00, no cash match is required. The grant period will be from October 1, 2025, to September 30, 2026.



**RECEIVED**

By City Clerk's Office at 11:50 am, Feb 13, 2025

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



**DEPARTMENT:** City Clerk

**AGENDA DATE:** 2/25/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Assistant Chief Humberto Talamantes

**PHONE NUMBER:** (915)212-4309

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

**STRATEGIC GOAL:**

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

**SUBGOAL:**

2.1 Maintain standing as one of the nations top safest cities

**SUBJECT:**

A resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 3952706, FY2026 for the City of El Paso Police Department project identified as "Project Safe Neighborhoods" to provide financial assistance to the City of El Paso. Requesting \$33,000.00, no cash match is required. Grant period will be from October 1, 2025 - September 30, 2026.



**BACKGROUND / DISCUSSION:**

The Safe Neighborhoods Grant project will maintain 11 Gunshot Detections sensors and tracking services for the Gang Unit.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

The grant application for FY2025 Criminal Justice Division Project Safe Neighborhoods (PSN) was approved by city council on February 27, 2024, FY24 Criminal Justice Division Project Safe Neighborhoods (PSN) was approved by city council on January 31, 2023, grant application for FY2023 Criminal Justice Division PSN was approved February 1, 2022, grant application for FY2022 Criminal Justice Division PSN was approved by city council on February 2, 2021, and grant application for FY2021 PSN was approved on March 3, 2020.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

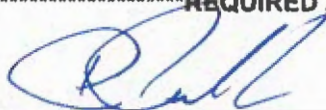
**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**



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



## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas; and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the grant/application number 3952706 FY2026 for the El Paso Police Department project identified as “Project Safe Neighborhoods”; and

**WHEREAS**, the El Paso City Council designates the City Manager or her designee as the City’s authorized official.

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

1. **THAT** the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 3952706, for the City of El Paso Police Department project identified as “Project Safe Neighborhoods” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.



ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.


**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor


ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eric Gutierrez  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Peter Pacillas  
Chief of Police





Legislation Text

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**File #: 25-200, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

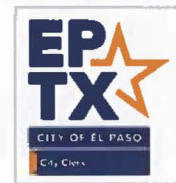
**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 4365504, for the City of El Paso Police Department project identified as "Body Worn Camera, FY 2026" to provide financial assistance to the City of El Paso. Requesting \$1,277,933.82, which requires a cash match by the City of \$425,977.94, for a total project amount of \$1,703,911.76. Grant period will be from September 1, 2025 - August 31, 2026.



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



**DEPARTMENT:** City Clerk

**AGENDA DATE:** 2/25/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Assistant Chief Zina Silva

**PHONE NUMBER:** (915)212-4306

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

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

**SUBGOAL:** 2.1 Maintain standing as one of the nation ' s top safest citi

**SUBJECT:** A resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 4365504, for the City of El Paso Police Department project identified as "Body Worn Camera, FY 2026" to provide financial assistance to the City of El Paso. Requesting \$1,277,933.82, which requires a cash match by the City of

**BACKGROUND / DISCUSSION:**

The El Paso Police Department will utilize the Body Worn Camera Grant Program to fund 135 new Body Worn Cameras and accessories for its patrol and traffic officers. Providing Body Worn Cameras to all patrol and traffic officers, EPPD will have the ability to record and capture digital evidence of citizen and officer interactions.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

The grant application for FY24 Body Worn Camera was approved by City Council on 1/31/2023. FY2022 Body Worn Camera was approved by city council on November 9, 2021.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

*For Eric Antchey 3/2/25 2h/kt*  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas; and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the grant/application number 4365504 for the El Paso Police Department project identified as “Body Worn Camera FY26”; and

**WHEREAS**, the El Paso City Council designates the City Manager or her designee as the City’s authorized official.

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

1. **THAT**, the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 4365504, for the City of El Paso Police Department project identified as “Body Worn Camera FY2026” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.



ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.


**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

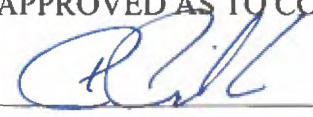
ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eric Gutierrez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Chief Peter Pacillas  
El Paso Police Department





Legislation Text

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File #: 25-226, Version: 2

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Police, Assistant Chief Juan Briones, (915) 212-4304

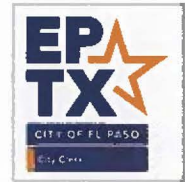
**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 2592812, for the City of El Paso Police Department project identified as "General Victim Services, FY2026" to provide financial assistance to the City of El Paso. Requesting \$131,131.22, with a cash match of \$32,782.81, and an In-kind of \$9,540.00 for a total project amount of \$173,454.03. Grant period will be from October 1, 2025 - September 30, 2026.



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



**DEPARTMENT:** City Clerk

**AGENDA DATE:** 2/25/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Assistant Chief Juan Briones

**PHONE NUMBER:** 915)212-4304

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

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

**SUBGOAL:** 2.1 Maintain standing as one of the nation's top safest cities

**SUBJECT:** A resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 2592812, for the City of El Paso Police Department project identified as "General Victim Services, FY2026" to provide financial assistance to the City of El Paso. Requesting \$131,131.22, with a cash match of \$32,782.81.

**BACKGROUND / DISCUSSION:**

The El Paso Police Department will utilize the General Victim Grant to fund personnel salaries for six Victim Services Response Team Case Managers.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

The grant application for FY2025 General Victim Grant Program was approved by city council on February 27, 2024, FY24 General Victim Grant Program was approved by City Council on February 7, 2023, FY23 February 1, 2022. FY22 was approved on February 2, 2021. FY21 was approved on February 18, 2020, and FY18, a two-year granting period, was approved on February 6, 2017.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

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



## **RESOLUTION**

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grants through the Public Safety Office of the State of Texas; and

**WHEREAS**, the El Paso City Council seeks to receive grant funding through the grant/application number 2592812 for the El Paso Police Department project identified as “General Victim Services FY2026”; and

**WHEREAS**, the El Paso City Council designates the City Manager or her designee as the City’s authorized official.

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

1. **THAT**, the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 2592812, for the City of El Paso Police Department project identified as “General Victim Services, FY2026” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.



ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

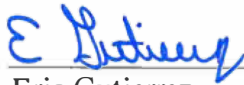
**CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eric Gutierrez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Peter Pacillas  
Chief of Police





Legislation Text

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File #: 25-216, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

A Resolution authorizing the City Manager or designee to sign the funding match commitment letter and all related paperwork to the Texas Department of Emergency Management for grant application number 5487, FY 2024 for the City of El Paso Office of Emergency Management project identified as "El Paso County Multi-Jurisdictional Hazard Mitigation Action Plan Updates" to provide financial assistance to the City of El Paso. Requesting \$90,000 with a cash match of \$30,000 (25%) for a total project amount of \$120,000. The grant period will be from December 1, 2025 to December 1, 2026.



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** \_\_\_\_\_

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



## RESOLUTION

**WHEREAS**, the City of El Paso (the “City”) is eligible to apply for grant through the FY24 Texas Department of Emergency Management Hazard Mitigation Post Fire (HMGP) grant program entitled El Paso County Multi-Jurisdictional Hazard Mitigation Action Plan Updates.

**WHEREAS**, the City of El Paso Fire Department plans to use this funding to review and update the City of El Paso Office of Emergency Management Hazard Mitigation Plans.

**WHEREAS**, the project entitled, El Paso County Multi-Jurisdictional Hazard Mitigation Action Plan Updates involves the hiring of a consultant to review, update, and submit current mitigation plans to FEMA for approval and adoption.

**WHEREAS**, the current El Paso County Hazard Mitigation Plans are due to expire on August 15, 2026. The plans include the Cities of El Paso, Horizon City, San Elizario and Socorro, the Towns of Anthony and Clint and the Village of Vinton.

**WHEREAS**, the Grant requires matching funds of at least 25%, \$30,000, by the City; and

**WHEREAS**, the City Council finds that the Hazard Mitigation Grant Program will aid the development and implementation of the El Paso County Hazard Mitigation Plans which serve as a vital foundation for saving lives and protecting the property from natural and man-made hazards.

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

1. That the City Manager or designee is authorized to sign the funding match commitment letter for the FY24 Texas Department of Emergency Management Hazard Mitigation Post Fire grant (HMGP) for the project titled “El Paso County Multi-Jurisdictional Hazard Mitigation Action Plan Updates” through the State Hazard Mitigation Officer including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of \$120,000, for the project that supports the El Paso Office of Emergency Management; and
2. That the City of El Paso will provide all applicable matching funds for said grant if applicable; and
3. That in the event of loss or misuse of the grant funds, the City of El Paso assures the it will return the funds to the Texas Department of Emergency Management in full.

**APPROVED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, 2025.  
*(Signatures on the following page)*



**CITY OF ELPASO:**

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Renard U. Johnson  
Mayor

**ATTEST:**

**APPROVED AS TO CONTENT:**

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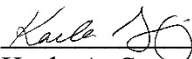
Laura D. Prine  
City Clerk



---

Jonathan P. Killings, Fire Chief  
El Paso Fire Department

**APPROVED AS TO FORM:**



---

Karla A. Saenz  
Assistant City Attorney



Declined ☐Denied ☐Awarded ☐

PSGrant# \_\_\_\_\_

**GRANT INFORMATION FORM (GIF)****Complete either side A or if awarded, complete side B in this same form**

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards, and/or grant contract amendments. After completing either side, please forward to the GAD Office at [Grants-1@elpasotexas.gov](mailto:Grants-1@elpasotexas.gov). Once a grant has been awarded and a contract/agreement needs to be processed, please complete SIDE B and forward to GAD, we will submit for Legal Review and further processing. Please use the same GIF to complete Part A & Part B so it is all kept on the same sheet.


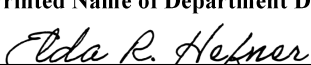
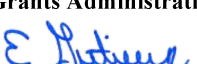
**Department** El Paso Fire Department - OEM**DUNS-058873019/UEI-KLZGKXNFVTL4**

A. GRANT APPLICATION	B. CONTRACT/AGREEMENT/AMENDMENTS
<b>A1. Department Programmatic Contact Person</b> Name: Kevin D. Dieter Title: Deputy Chief Phone No.: (915) 838-3271 Email: DieterKD@elpasotexas.gov	<b>B1. Department Financial Grant Contact Person</b> Name: Title: Phone No.: Email:
<b>A2. Grant Data</b> Funding Agency: FEMA/ Texas Department of Emergency Management Grant Name: FY24 Hazard Mitigation Grant Program POST FIRE CFDA/ALN: 97.039 N/A <input type="checkbox"/> Application Due Date: November 1, 2024 at 5pm Requires Signature or Review from: Mayor <input type="checkbox"/> City Manager <input checked="" type="checkbox"/> Legal Review <input type="checkbox"/>	<b>B2. Grant Data</b> Funding Agency: Grant Name: Program Name: Agency Contract No.: Grant Type: <input type="text" value="Please Select"/> Pass through Agency: Grant Start & End Date: <input type="text" value="Month"/> <input type="text" value="Day"/> <input type="text" value="Year"/> - <input type="text" value="Month"/> <input type="text" value="Day"/> <input type="text" value="Year"/> New, Continuation, or Amendment: <input type="text" value="Please Select"/>
<b>A3. Financial Data</b> Amount of Grant Funding Request: \$ 90,000.00 Amount of Matching Funds Requested: \$ 30,000.00 Amount of In-Kind Funds and/or Additional City Contributions: \$ 0 Total Amount Requested: \$ 120,000.00	<b>B3. Financial Data</b> Post-Award Amount: \$ (As indicated in the grant contract/ agreement) Actual Amount of Cash Match: \$ Actual Amount of In-Kind: \$ Total Award for Project/Program: \$ 0.00
<b>A4. Grant Classification</b> <input checked="" type="checkbox"/> Competitive (award based on competition) <input type="checkbox"/> Entitlement (a set of funds determined under a formula) <input type="checkbox"/> Continuation (ongoing funding)	<b>B4.</b> <input type="checkbox"/> CM Signature required <input type="checkbox"/> Mayor Signature required <input type="checkbox"/> City Council approval required
<b>A5. City Match Certification</b> Has City Match been certified by the Department Director? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Does this grant allow for operating/administrative costs? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> % <input type="checkbox"/> Amount \$ _____ How is the match amount determined? <input type="checkbox"/> Fixed Amount: \$ _____ <input checked="" type="checkbox"/> Percentage of Project Cost: 25 % <input type="checkbox"/> Other (Please explain): _____ For this fiscal year, how much of the local cash amount is already in the department's budget: \$ 0.00 <i>Lgw</i> Not budgeted: \$ 30,000.00 Proposed source of match: Will request grant match in FY26 budget.	<b>B5.</b> Grant Accounting String: _____ City Match Accounting String: _____ Comments: Cost Match amounts determined using FEMA Cost Share Formula (75%/25%).

**Brief Description of Grant:**

The El Paso Fire Department is requesting \$120,000.00 through the FY24 Hazard Mitigation Grant Program POST FIRE; funding will be used to review and update City of El Paso Office of Emergency Management Hazard Mitigation Plans.

**REQUIRED SIGNATURES**

1.   
Department Director Signature Date  
Jonathan P. Killings 10/29/2024  
Printed Name of Department Director  
2.  11/01/2024  
Grants Administration Division Date  
3.  11/1/2024  
Legal Review Date

1. \_\_\_\_\_  
Department Director Signature Date  
Printed Name of Department Director  
2. \_\_\_\_\_  
Grants Administration Division Date  
3. \_\_\_\_\_  
Legal Review Date



# Application - El Paso County Hazard Mitigation Plan Update

Routing in Progress: Application and Plan Review; RFI (Step 2 of 22)



Deliverables

☐ Verified the project type matches the Scope of Work and Benefit Cost Analysis, if applicable.

☐ Verified the SF 424 - Application for Federal Assistance Form is attached, properly completed, signed by an appropriate authorized representative and applicant name matches the GMS applicant name.

☐ Completed and attached the Application Review Tool that assessed and identified applicant, project, and documentation deficiencies of the application.

☐ Verified the Phased Project response is correct. (application costs section).

☐ Reviewed the Cost Effectiveness description, as applicable and confirmed a method was selected and the required elements were completed or uploaded.

☐ Verified BCA includes an upload of Excel file, report, and supporting documentation.

☐ Reviewed EHP Guidance by Project Type and confirmed all required items have been provided.

☐ Confirmed Jurisdiction has a FEMA approved Mitigation Plan and that the plan expiration date and the page listing are correctly entered. and corrected, if needed.

☐ Verified scope of work, budget, and timeline are clear and contain elements necessary to write a plan, if a Plan project.

☐ Created a note listing all deficiencies and include RFI.

☐ Sent RFI to jurisdiction. if needed.

[View All Completed Deliverables](#)

Grant

5487 FY2024 Post Fire

Hazard Mitigation Grant Program

Declared: February 27, 2024

CFDA Number: 97.039

Applicant

El Paso

El Paso County (7 - West Texas Region)

UEI: KLZGKXNFVTL4

FIPS: 141-24000-00

State #: 90615

FEIN #: 74-6000749

Vendor # (Applicant): 17460007499

DUNS #: 058873019 Type: City

Physical/Mailing: 300 N Campbell

El Paso, TX, 79901-1402

Application Summary



This form outlines all project details, including Scope of Work, all costs, and location worksheets.

**Title:** El Paso County Hazard Mitigation Plan Update

**Total Project Cost:** \$120,000.00

**Eligible Amount:** \$120,000.00

**Funding Sources:** Federal - \$90,000.00  
State - \$0.00  
Local - \$30,000.00

**Subrecipient Management Cost:** \$0.00

**FEMA Obligation Data:** Federal Number - < no value >  
Date of Obligation Letter - < no value >  
CATEX Comments - < no value >  
Project POP Date - < no value >

**Is Phased Project?** No

#### Workflow Summary

**Current Step:** 2) Application and Plan Review; RFI  
Extended Description: A) Verify that the project type matches the Scope of Work and Benefit Cost Analysis, if applicable.

B) Verify the SF 424 - Application for Federal Assistance Form is attached, properly completed, signed by an appropriate authorized representative and applicant name matches the GMS applicant name.

C) Complete and attach the Application Review Tool to assess and identify applicant, project, and documentation deficiencies of the application.



D) Verify the Phased Project response is correct.  
(application costs section)

E) Review the Cost Effectiveness description, as applicable and confirm a method was selected and the required elements were completed or uploaded.

F) Verify BCA includes an upload of Excel file, report, and supporting documentation.

G) Review EHP Guidance by Project Type and confirm all required items have been provided.

H) Confirm Jurisdiction has a FEMA approved Mitigation Plan and that the plan expiration date and the page listing are correctly entered and correct, if needed.

I) Verify scope of work, budget, and timeline are clear and contain elements necessary to write a plan, if a Plan project.

J) Create a note listing all deficiencies and include RFI.

K) Send RFI to jurisdiction, if needed.

<b>Recipients:</b>	Mitigation Coordinator (State)
<b>Last Advanced:</b>	Nov 1, 2024 at 2:45 PM by Elda Hefner
<b>Last Modified:</b>	Nov 21, 2024 at 10:36 AM by Anne Lehnick
<b>Submission:</b>	Nov 1, 2024 at 2:45 PM by Elda Hefner



# Application - El Paso County Hazard Mitigation Plan Update

Routing in Progress: Application and Plan Review; RFI (Step 2 of 22)



## Item Documents

15 results

<input type="checkbox"/>	Name	Type	Ext	Created Date	Created By	Is Linked
<input type="checkbox"/>	C 3. Budget	Budget Narrative	docx	Nov 1, 2024	Ismael Trinidad	
<input type="checkbox"/>	Budget Method	Budgeting Method	docx	Nov 1, 2024	Ismael Trinidad	
<input type="checkbox"/>	C 1.1. Introductory Statement	Scope of Work	docx	Nov 1, 2024	Ismael Trinidad	
<input type="checkbox"/>	C 1.2. Activities Description (2)	Scope of Work	docx	Nov 1, 2024	Ismael Trinidad	
<input type="checkbox"/>	C 1.3. Personnel	Scope of Work	docx	Nov 1, 2024	Ismael Trinidad	
<input type="checkbox"/>	C 1.4. Task Management (2)	Scope of Work	docx	Nov 1, 2024	Ismael Trinidad	
<input type="checkbox"/>	C 1.5. Ranking Factors	Scope of Work	docx	Nov 1, 2024	Ismael Trinidad	
<input type="checkbox"/>	C 2. Schedule	Scope of Work	docx	Nov 1, 2024	Ismael Trinidad	
<input type="checkbox"/>	C 3.1 Budget Documentation	Scope of Work	docx	Nov 1, 2024	Ismael Trinidad	
<input type="checkbox"/>	Cost-Effectiveness Documentation - Exempt	Scope of Work	docx	Nov 1, 2024	Ismael Trinidad	
<input type="checkbox"/>	SF424 Application for Federal Assistance Form - Post Fire-signed	Application for Federal Assistance	pdf	Nov 1, 2024	Ismael Trinidad	
<input type="checkbox"/>	Terms and Conditions February 2024 - Post Fire	Grant Terms and Conditions	pdf	Nov 1, 2024	Ismael Trinidad	
<input type="checkbox"/>	ApplicationCertificationA402FF - Post Fire	Application Certification	pdf	Nov 1, 2024	Ismael Trinidad	
<input type="checkbox"/>	Environmental_and_Historical_Preservation_Checklist	FEMA EHP Screening Document	pdf	Nov 1, 2024	Ismael Trinidad	
<input type="checkbox"/>	El Paso 5487 ART	TDEM Application Checklist	xlsx	Dec 20, 2024	Leticia Augsburg...	





Legislation Text

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**File #: 25-217, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**District 1**

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

**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 all of Lot 1, Block 3, Keystone Business Park, Replat "A", and all of Lots 2 and 3, Block 3, Keystone Business Park, 4500 Doniphan Drive, City of El Paso, El Paso, County, Texas pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed detailed site plan 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: 4500 Doniphan

Applicant: Clever Properties, LLC PZDS24-00028



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Philip Fiore

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



## RESOLUTION

**A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR ALL OF LOT 1, BLOCK 3, KEYSTONE BUSINESS PARK, REPLAT "A", AND ALL OF LOTS 2 AND 3, BLOCK 3, KEYSTONE BUSINESS PARK, 4500 DONIPHAN DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.150. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

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

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

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

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

1. Pursuant to requirements, the City Council hereby approves the detailed site development plan submitted by the Applicant, to **permit office warehouse** as required under the **C-4/SC (Commercial/Special Contract) District** as per Section 20.04.150, on the following described property which is located in a **C-4/SC (Commercial/Special Contract) District**:  
  
**All of Lot 1, Block 3, Keystone Business Park, Replat "A", and all of Lots 2 and 3, Block 3, Keystone Business Park, 4500 Osborne Drive, City of El Paso, El Paso County, Texas.**
2. A copy of the approved detailed site development plan, signed by the Applicant, the City Manager and the Secretary of the City Plan Commission, is attached hereto, as **Exhibit "A"** and incorporated herein by reference.
3. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the **C-4/SC (COMMERCIAL/SPECIAL CONTRACT) District** regulations.
4. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards



applicable in the **C-4/SC (COMMERCIAL/SPECIAL CONTRACT)** District. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

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

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

*Russel T. Abeln*

\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*

\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

(Agreement on following page)



## DEVELOPMENT AGREEMENT

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

EXECUTED this 16 day of January, 2025

CLEVER PROPERTIES LLC

By: 

## ACKNOWLEDGMENT

THE STATE OF TEXAS )  
)

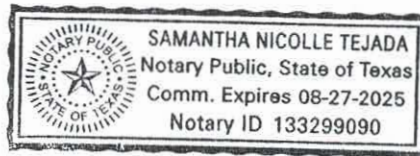
COUNTY OF EL PASO )

This instrument is acknowledged before me on this 16<sup>th</sup> day of January, 2025, by Enrique Vazquez, in his legal capacity on behalf of Clever Properties, LLC.

  
Notary Public, State of Texas

My Commission Expires:

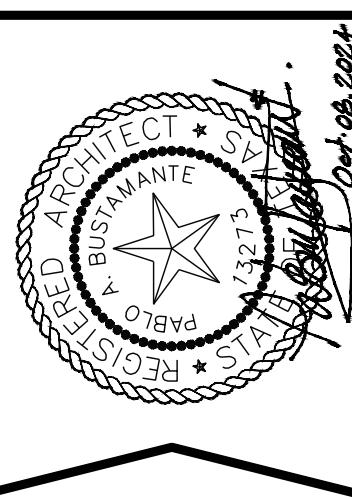
08/27/2025





**EXHIBIT “A”**  
**Detailed Site Plan**

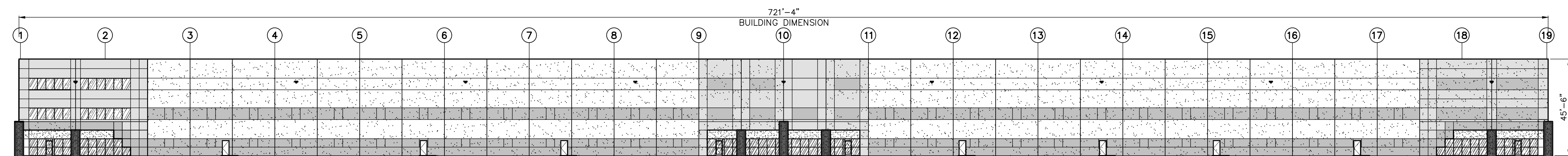




A NEW OFFICE/WAREHOUSE BUILDING  
FOR  
**CLEVER PROPERTIES**  
4500 DONIPHAN DRIVE  
EL PASO, TEXAS 79922

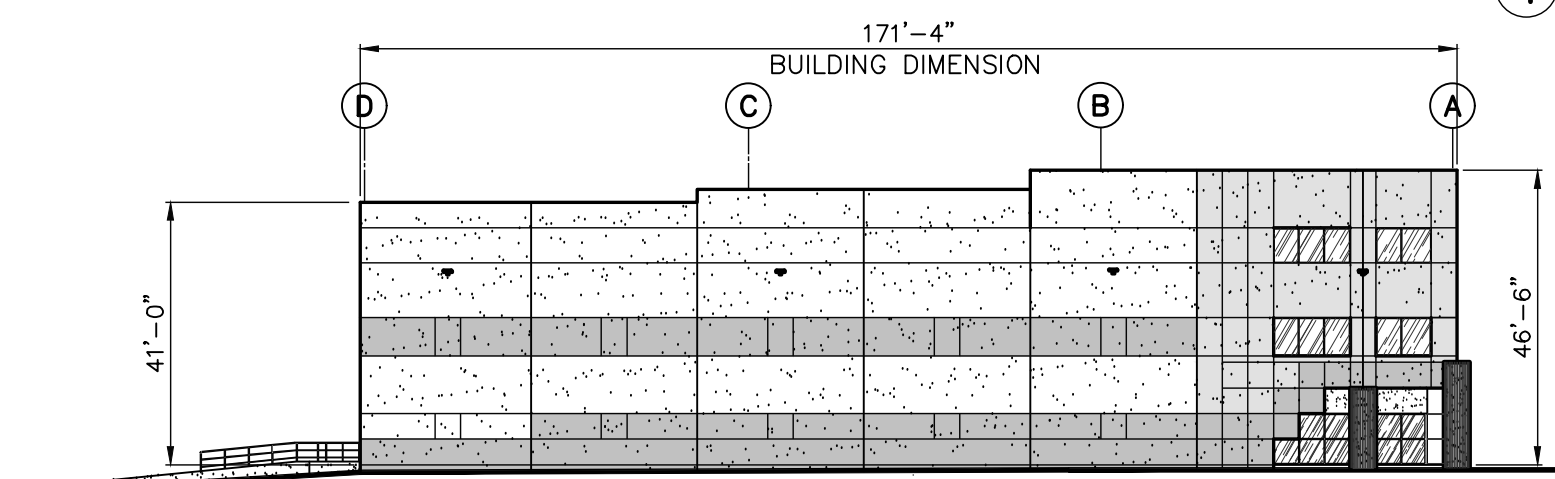
**Industrial Architects**  
Professional Limited Liability Corporation  
1845 Northwestern Dr., Suite A  
El Paso, Texas 79912 • (915) 877-2020

COMMISSION No.  
24-119  
DATE 09-06-2024  
REV. 10-08-2024  
SHEET: **A-1**  
1 OF 1



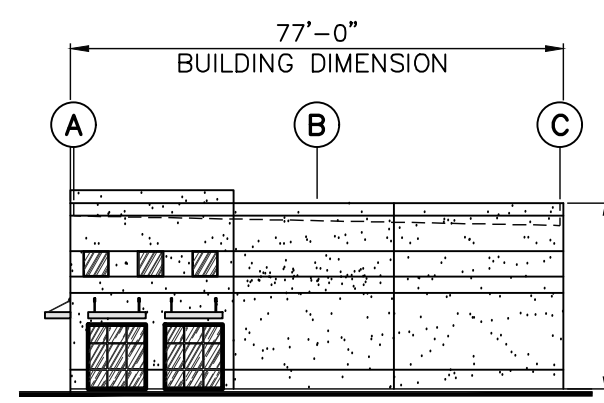
**BUILDING - A FRONT ELEVATION**

SCALE: 1" = 30'-0"



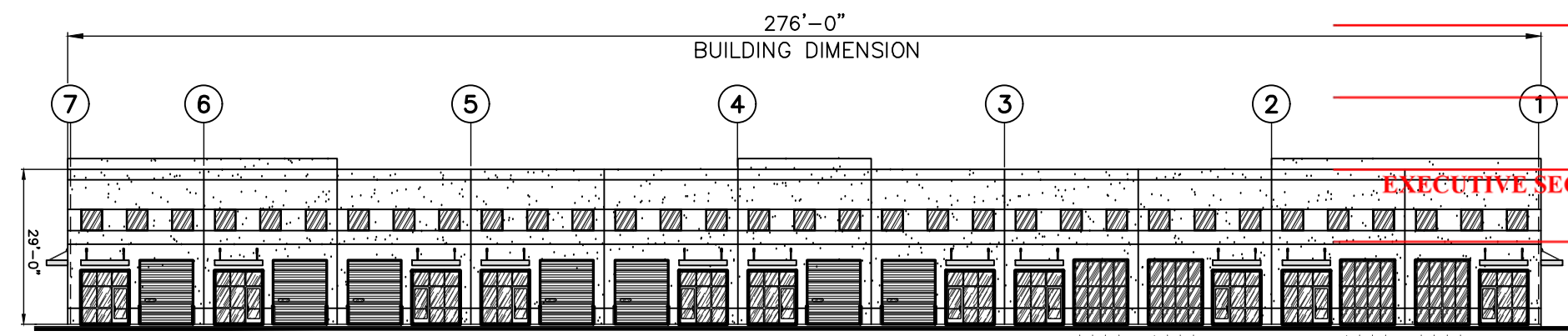
**BUILDING A  
SIDE ELEVATION**

SCALE: 1" = 30'-0"



**BUILDING B  
WEST ELEVATION**

SCALE: 1" = 30'-0"



**BUILDING B  
NORTH ELEVATION**

SCALE: 1" = 30'-0"



PLANNING & INSPECTIONS DEPARTMENT  
PLANNING DIVISION  
DETAILED SITE DEVELOPMENT PLAN  
APPROVED BY CITY COUNCIL  
1/16/2025

DATE  
Kevin Smith  
APPLICANT



CITY MANAGER

LINE	LENGTH	BEARING	RECORD
L1	26.65	S41°09'20"E	
L2	118.57	S33°57'44"E	119.73
L3	21.49	S00°50'12"W	19.01

CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CHORD
C1	39.27	25.00	90°00'00"	N11°01'00"E	35.36

DRAINAGE CALCULATIONS					
CITY OF EL PASO STANDARD DESIGN - RATIONAL FORMULA					
DRAINAGE AREA	ACRES	COEF.	Tc (MIN)	Q (CFS)	DISCHARGE POINT
1	7.002	0.95	15	4.61	WETLAND
2	1.767	0.95	10	5.19	NEW INLET/WETLAND

## PLANT LEGEND

TREES	NAME	MIN. SIZE	QTY
ST = STREET TREE	PROPOSED TREE	2" CAL. / 24" BOX	175

ST = STREET TREE  
BT = BUFFER TREE  
PT = PROJECT TREE  
ZCT = CANOPY TREE REQUIRED  
BY ZONING CODE 20.14.050.E.1

## LANDSCAPE ORDINANCE CALCULATIONS (COMBINED LOTS 1,2 AND 3)

LOT AREA = 496,688 SF  
NEW BUILDING FOOTPRINT = 123,737 SF (BUILDING A) + 21,252 SF (BUILDING B) = 144,989 SF  
LANDSCAPE AREA REQUIRED = 55,943 SF (496,688 SF - 144,989 SF X .15 = 52,935 SF)  
LANDSCAPE AREA PROVIDED = 135,709 SF  
REQUIRED UNITS OF PLANT MATERIAL = 53 (2,800 SF OF REQUIRED LANDSCAPE AREA)

	REQUIRED	PROVIDED	NOTES
STREET TREES	48	48	526 LINEAR FEET OF FRONTAGE ALONG OSBORNE DR. 526 FT / 30 = 18
BUFFER TREES	48	48	547 LINEAR FEET OF FRONTAGE ALONG DONIPHAN DR. 547 FT / 30 = 18
CANOPY / PARKING TREES REQUIRED BY 18.46.000.A.3.d	23	23	138 PARKING SPACES PROVIDED 62 UNDER MAX. PARKING SPACES / 10 = 7 TREES 76 OVER MAX. PARKING SPACES / 5 = 16 TREES SEE "CT" TREES ON PLAN
PROJECT TREES	53	53	53 REQUIRED UNITS OF PLANT MATERIAL
TOTAL TREES	172	172	
PROJECT SHRUBS	2,385	2,385	53 UNITS OF PLANT MATERIAL (53 X 45 = 2,385)

## 20.14.050.E.1 CANOPY/PARKING TREE REQUIREMENTS

MAX. PARKING = 62  
PARKING PROVIDED = 138 (76 OVER MAX.)  
CANOPY/PARKING TREES REQUIRED = 76 / 5 = 16  
SEE "CT" TREES ON PLAN

## STORMWATER DRAINAGE NOTE:

STORMWATER DRAINAGE WILL BE DIRECTED TO UNDERGROUND DROP INLET ON THE SITE WHICH WILL BE DIRECTED TO DESIGNATED WETLAND AREA. BALANCE OF WATER IS SURFACE DRAINAGE DIRECTED TO WETLAND AREA. NO WATER WILL BE DIRECTED TO STREETS ON THIS PROJECT.

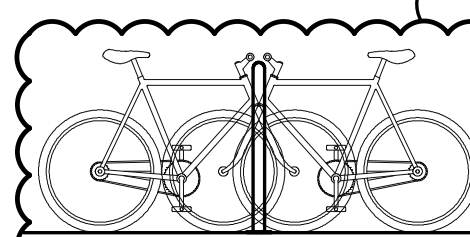
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY - PANEL NUMBER 480214 0026 D, DATED JANUARY 3, 1997. THIS PROPERTY LIES IN FLOOD ZONE "X"

NOTE: NO BUILDING(S) OR STRUCTURE(S) SHALL BE CONSTRUCTED WITHIN THE SPECIAL BUILDING SETBACK LINE, EXCEPT THAT SURPLUS OF STREET PARKING ALLOWED.

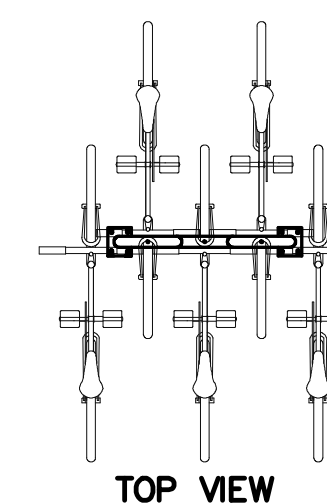
NOTE: AT THE TIME OF DEVELOPMENT ALL CONSTRUCTION DOCUMENTS WILL BE REQUIRED TO COMPLY WITH ALL APPLICABLE PROVISIONS OF THE IBC, TAS AND LOCAL MUNICIPAL CODE

## LEGEND

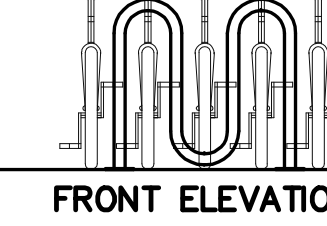
LANDSCAPE AREA  
NOTE: PONDS TO HAVE LOOSE RIP RAP  
DRAINAGE SLOPE



**SIDE ELEVATION**



**TOP VIEW**



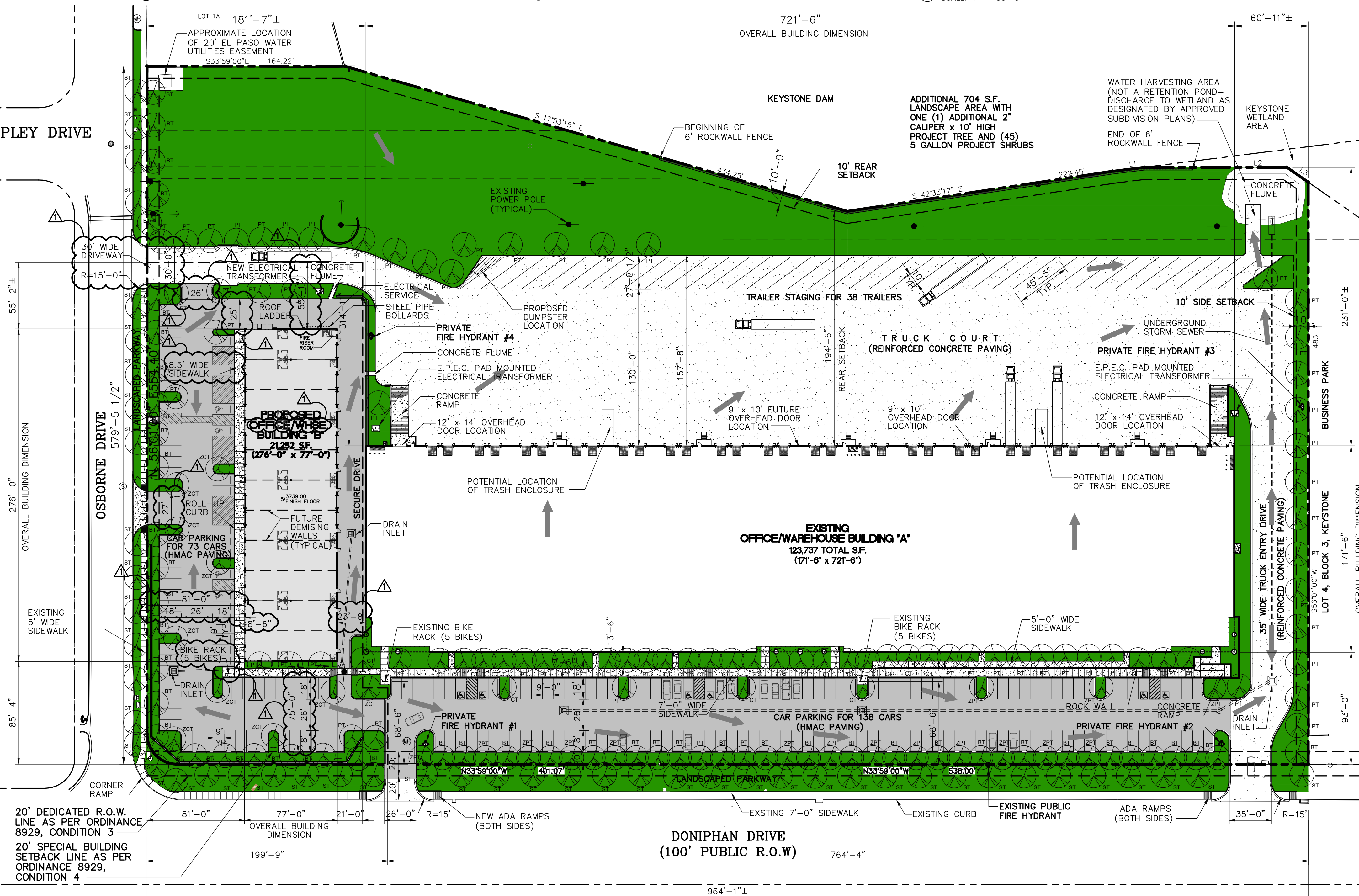
**FRONT ELEVATION**

## BIKE RACK DETAIL (5 BIKE CAPACITY)

## LOCATION MAP

NOT TO SCALE

DATE: 10/08/2024



## DETAILED SITE DEVELOPMENT PLAN

SCALE: 1" = 30'-0"

## NEW LIGHT POLES

NOTE: ALL NEW LIGHT POLES TO BE 30' HIGH

## LEGAL DESCRIPTION:

LOT 1, BLOCK 3, KEYSTONE BUSINESS PARK, REPLAT "A" AND ALL OF LOTS 2 AND 3, BLOCK 3, KEYSTONE BUSINESS PARK, CITY OF EL PASO, EL PASO COUNTY, TEXAS. (±11.39 ACRES)  
PID No. K29099900300150  
PID No. K29099900300200  
PID No. K29099900300300

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# 4500 Doniphan

City Plan Commission — October 24, 2024

SITE PLAN



<b>CASE NUMBER:</b>	<b>PZDS24-00028</b>
<b>CASE MANAGER:</b>	Andrew Salloum, (915) 212-1603, <a href="mailto:SalloumAM@elpasotexas.gov">SalloumAM@elpasotexas.gov</a>
<b>PROPERTY OWNER:</b>	Clever Properties LLC
<b>REPRESENTATIVE:</b>	SiteWork Engineering, LLC
<b>LOCATION:</b>	4500 Doniphan Drive (District 1)
<b>PROPERTY AREA:</b>	11.39 acres
<b>REQUEST:</b>	Detailed Site Development Plan Approval per Ordinance No. 8929
<b>RELATED APPLICATIONS:</b>	None
<b>PUBLIC INPUT:</b>	None

**SUMMARY OF REQUEST:** The applicant is requesting approval of a Detailed Site Development Plan review as required per Ordinance No. 8929, dated February 17, 1987, requiring approval from both City Plan Commission and City Council prior to issuance of building permits. The applicant proposes to develop the subject property as office warehouses.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the request as the use of office warehouse is consistent with adjacent commercial uses and meets the requirements of El Paso City Code Section 20.04.150 Detailed Site Development Plan. Furthermore, the development complies with the G7, Industrial and/or Railyards future land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

## PZDS24-00028



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. Drawings of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inquiries Department Planning Division makes no claim to its accuracy or completeness.



0 50 100 200 300 400 Feet



Figure A. Site Plan Superimposed on Aerial Imagery



**DESCRIPTION OF REQUEST:** The applicant is requesting City Plan Commission approval of a Detailed Site Development Plan as required per Ordinance No. 8929, dated February 17, 1987. The detailed site development plan shows a new 21,252 square-foot office warehouse building along with the existing 123,588 square-foot office warehouse building. The applicant is providing two hundred and eleven (211) parking spaces and is in compliance with Title 18.46 of the Landscaping Ordinance and with Section 20.14.050.E which requires at least one (1) additional parking lot tree for every five (5) parking spaces in excess of maximum parking. The bicycle parking requirement is six (6) bicycle spaces and the development is providing fifteen (15) bicycle spaces. Access to the subject property is proposed from Doniphan Drive and Osborne Drive.

**PREVIOUS CASE HISTORY:** On April 20, 2023, City Plan Commission recommended approval of the proposed detailed site development plan to allow for office warehouse for a portion of the development, building "A". On June 6, 2023, City Council approved of the detailed site development plan. At this time, the applicant is requesting approval of a detailed site development plan for the entire development property.

On February 17, 1987, the subject property was rezoned from R-4 (Residential) to C-4/sc (Commercial/special contract). At the time of rezoning, the following conditions were imposed via Ordinance No. 8929 (Attachment 3) and summarized as follows:

1. Prior to the issuance of any building permits, a subdivision plat must be approved by the City Plan Commission and filed of record with County Clerk.

***Note: condition has been satisfied.***

2. No building(s) shall be constructed closer than fifty (50) feet to the southerly property line adjacent to St. Judes Church and the Pacific Park subdivision.

***Note: Condition is not applicable.***

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

***Note: Condition has been fulfilled or is not applicable.***

4. An additional twenty (20) foot wide special building setback line shall be established adjacent to the twenty (20) feet of right-of-way being dedicated in Condition No. 3 of this contract.

No building(s) or structure(s) shall be constructed within the special building setback line, except that surplus off-street parking shall be allowed.

***Note: Condition is being satisfied by this request.***

5. The property shall not be used for any type of residential purposes.

***Note: Condition is being satisfied by this request.***

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

***Note: Condition is not applicable.***

7. Within two (2) years from the date of this contract, either upon written demand by the City of El Paso or upon demand of the property owner, the property owner shall sell to the City a 2.87-acre parcel of land adjacent to the existing Northwest Corral at a price that is mutually agreed upon by both parties.



If the City fails to exercise its option within two (2) years, the property owner shall be released from this requirement of the contract.

**Note: Condition has been met or is no longer applicable.**

8. No billboards will be allowed on the property.

**Note: Billboards are not proposed on the subject property.**

9. Prior to the issuance of any building permits, the property owner shall submit a site plan to be approved the City Plan Commission and City Council.

**Note: Condition being satisfied by this request.**

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed development is compatible with similarly-zoned, abutting commercial and industrial developments. The adjacent property to the north is zoned C-3/sc (Commercial/special contract) and includes retail, shooting range and general contractor uses, while the adjacent property to the south is zoned C-4/sc (Commercial/special contract), and contains an Automobiles (sales, storage, and rental) use and abuts the Keystone Heritage park. The adjacent property to the east is vacant and zoned R-4 (Residential) while the adjacent properties to the west are zoned R-2A (Residential) and contain single family dwelling uses. The nearest school is Zach White Elementary School (0.33 miles). Access to the subject property is proposed from Doniphan Drive.

<b>COMPLIANCE WITH THE ZONING ORDINANCE – When evaluating whether a proposed Detailed Site Development Plan is in accordance with the Zoning Ordinance, consider following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<b>El Paso City Code Section 20.04.140 – When Required.</b> Except as stated herein, a detailed site development plan is required prior to development in a special purpose district or with a special permit application and may be required if a zoning condition exists on a particular piece of property. Detailed site development plans are not required for any projects for development in the Mixed Use District (RMU, GMU and IMU) or for any other projects other than those located in special purpose districts or as otherwise required herein.	Yes. Per Ordinance No. 8929, dated February 17, 1987, the property owner must obtain detailed site development plan approval by the City Plan Commission and City Council prior to an issuance of any building permits for the subject property.
<b>Compatibility with Zoning Regulations:</b> The zoning district permits the proposed use, and all applicable regulations are met <b>C-4 (Commercial) District:</b> The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.	Yes. The proposed use of office warehouse is permitted in the C-4 (Commercial) zone district. The proposed Detailed Site Development Plan is in keeping with the applicable regulations and spirit of the C-4 (Commercial) zone district.
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	



<b>COMPLIANCE WITH THE ZONING ORDINANCE – When evaluating whether a proposed Detailed Site Development Plan is in accordance with the Zoning Ordinance, consider following factors:</b>	
<b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	There are no Historic Districts or Special designations on the subject property.
<b>Potential Adverse Effects:</b> 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.
<b>Natural Environment:</b> 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 Doniphan Drive, which is designated as a freeway 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 located 1.2 miles from the subject property at the intersection of Doniphan Drive and McClintock Drive. Sidewalks are present along Doniphan Drive and Osborne Drive.

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

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

**OTHER CONSIDERATIONS:** N/A

#### **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.

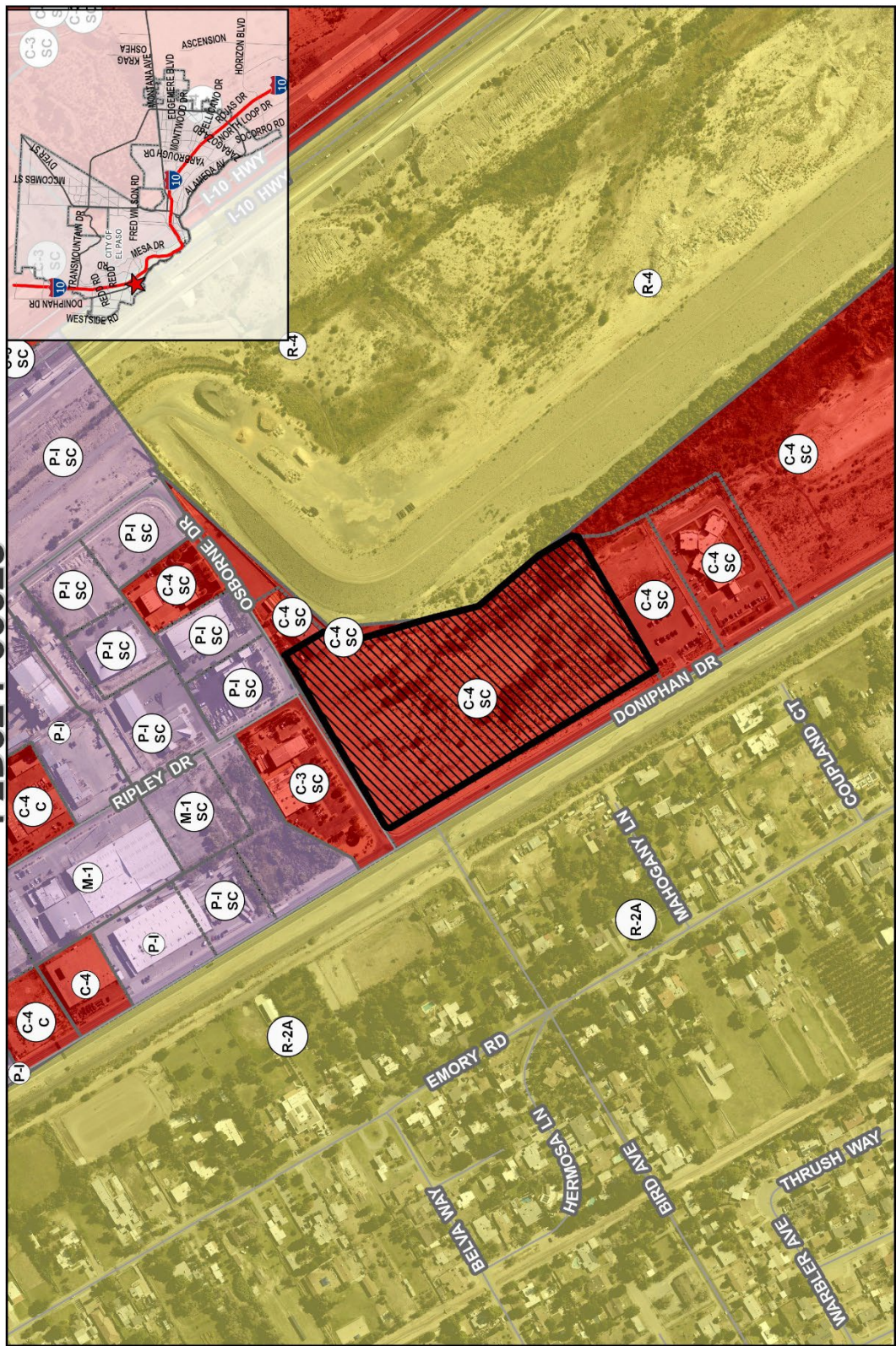
#### **ATTACHMENTS:**

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



# ATTACHMENT 1

PZDS24-00028



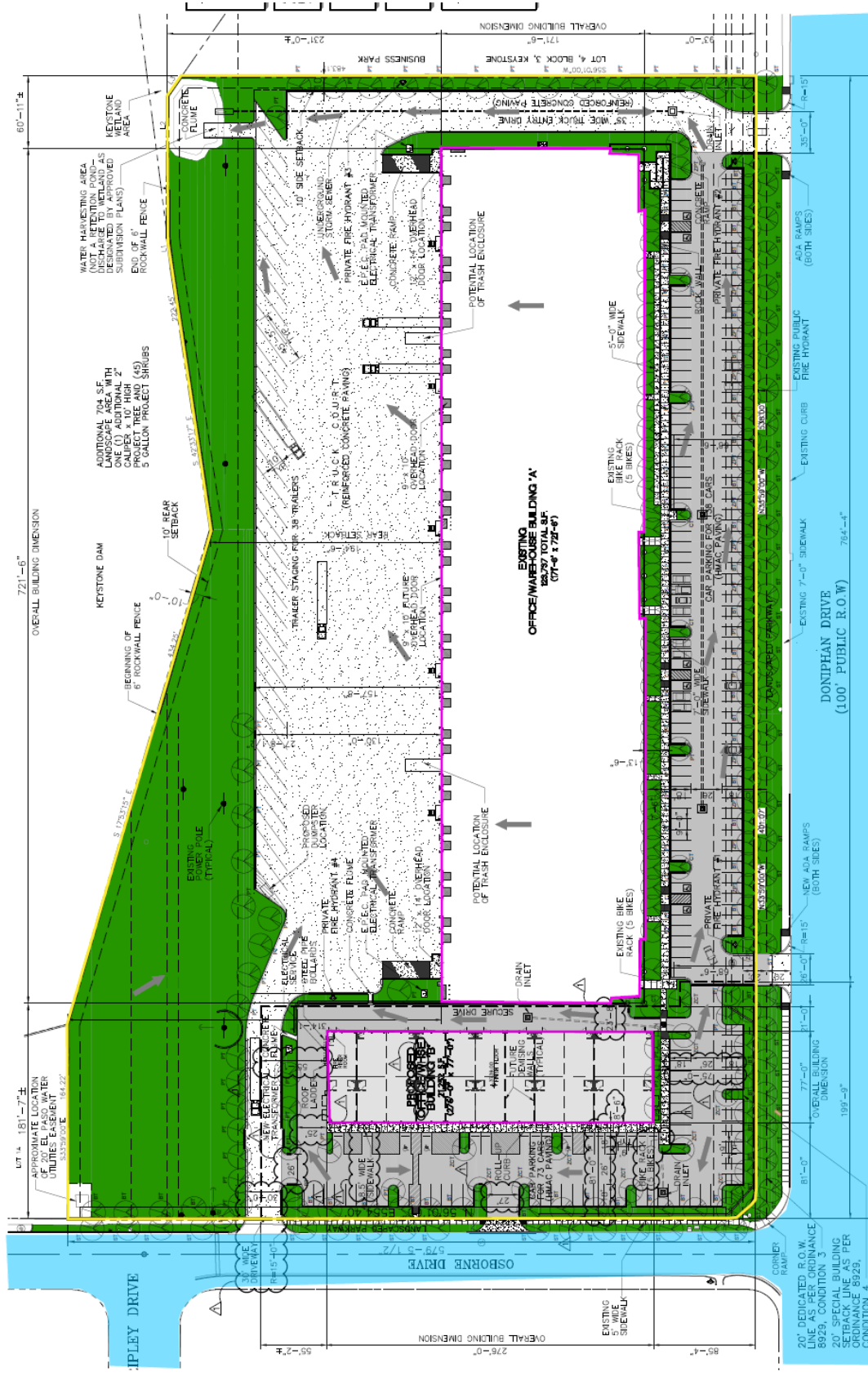
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map are not permitted. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.

Subject Property



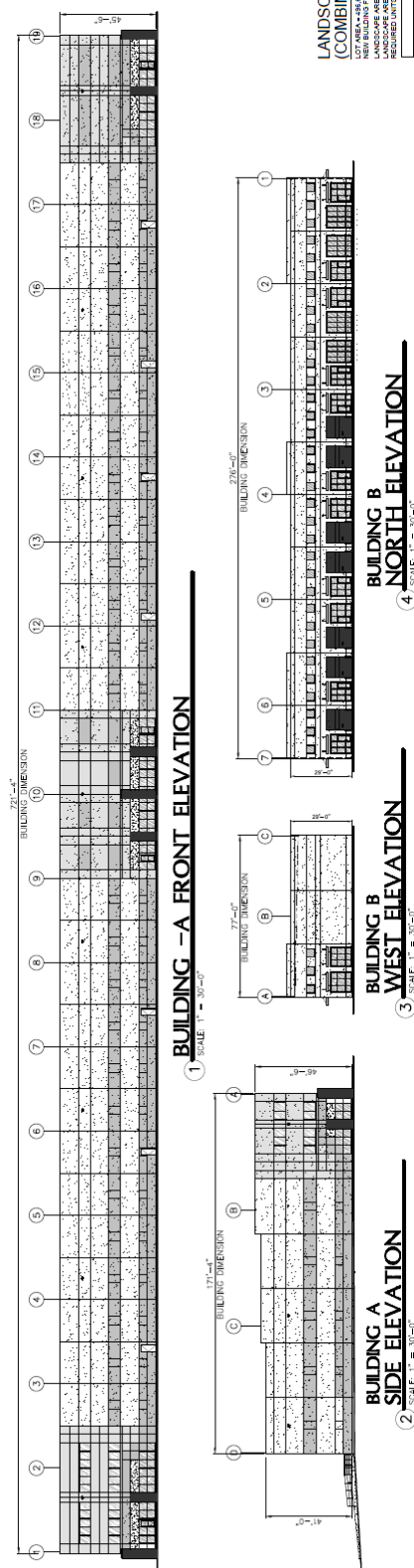


# ATTACHMENT 2





# ATTACHMENT 3





# ATTACHMENT 4

008929

AN ORDINANCE CHANGING THE ZONING OF  
A PORTION OF A.F. MILLER  
SURVEY NO. 210 AND 213; C.A. ENGELSFREUND  
SURVEY NO. 112; B.B.B. & C. RAILROAD  
SURVEY NO. 154; G.L. WILSON SURVEY NO. 91  
AND S.A. MAVERICK SURVEY NO. 174  
THE PENALTY BEING AS PROVIDED IN  
SECTION 20.68.010 OF THE EL PASO CITY CODE

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

That the zoning of a portion of A.F. Miller Survey No. 210 and 213; C.A. Engelsfreund Survey No. 112; B.B.B. & C. Railroad Survey No. 154; G.L. Wilson Survey No. 91 and S.A. Maverick Survey No. 174, as more particularly described by metes and bounds in the attached Exhibit "A", be changed from R-4 (Residential) to C-4 (Commercial) within the meaning of the zoning ordinance, subject to a special contract placing certain restrictions, conditions and covenants on the property, and that the zoning map of the City of El Paso be revised accordingly.

PASSED AND APPROVED this 17th day of February, 1987.

Jonathan W. Riquelme  
Mayor

Carole Hunter  
City Clerk

APPROVED AS TO FORM:

Ricardo Monte  
Assistant City Attorney

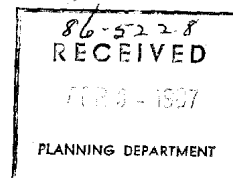
APPROVED AS TO CONTENT:

Roy Gilman  
Planning Department

ZNG5:86-5228

008929

Contract (2-17-87)





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

El Paso, Texas

February 6, 1987

PARCEL NO. 7

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

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

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

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

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

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

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

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

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

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

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

1

EXHIBIT "A"

86-5228



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

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

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

Thence North 56°-01'-00" East along said southerly right-of-way line a distance of 863.21 feet:

Thence continuing along said southerly right-of-way line North 49°-53'-58" East a distance of 625.67 feet:

Thence South 42°-21'-41" West a distance of 124.77 feet:

Thence South 41°-15'-15" West a distance of 790.80 feet:

Thence South 17°-53'-15" East a distance of 434.25 feet:

Thence South 42°-33'-17" East a distance of 222.45 feet:

Thence South 41°-09'-20" East a distance of 1364.70 feet:

Thence South 44°-50'-18" East a distance of 851.76 feet:

Thence South 56°-01'-00" West a distance of 209.03 feet:

Thence South 03°-43'-42" East a distance of 260.77 feet:

Thence South 33°-59'-00" East a distance of 304.62 feet:

Thence North 45°-36'-00" East a distance of 431.28 feet:

Thence North 44°-24'-00" West a distance of 371.29 feet to the P.C. of a curve to the left:

Thence southeasterly along said curve to the left an arc distance of 1025.04 feet to a point on the west boundary line of J.F. Driscoll Survey No. 372; curve having a radius of 988.03 feet, a central angle of 59°-26'-32" and a long chord bearing of South 72°-31'-00" East a distance of 979.69 feet:

Thence South along said west boundary line a distance of 311.60 feet to the southwest corner of said J.F. Driscoll Survey No. 372:

Thence East along the south boundary line of said J.F. Driscoll Survey No. 372 a distance of 417.50 feet to the point of beginning.



Described parcel lies within said A.F. Miller Survey Nos. 210 & 213, C.A. Engelsfreund Survey No. 112, B.B.B. & C. Railroad Survey No. 154, G.L. Wilson Survey No. 91 and S.A. Maverick Survey No. 174 and contains 3912830.26 square feet equal to 89.826 acres.





RESOLUTION

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

That the Mayor be authorized to sign a contract between the CITY OF EL PASO and TEXAS COMMERCE BANK - EL PASO, NA, INDEPENDENT EXECUTOR AND TRUSTEE UNDER THE WILL OF MARY WHITE BOYKIN, DECEASED, placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 008929, more particularly described as a portion of A.F. Miller Survey No. 210 and 213; C.A. Engelsfreund Survey No. 112; B.B.B. & C. Railroad Survey No. 154; G.L. Wilson Survey No. 91 and S.A. Maverick Survey No. 174.

ADOPTED this 17th day of February, 1987.

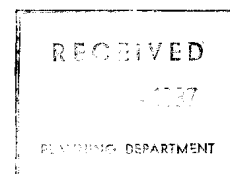
Jonathan W. Rogers  
Mayor

ATTEST  
Carole Hunter  
City Clerk

APPROVED AS TO FORM:

Ricardo Santos  
Assistant City Attorney

ZNG5:86-5228





THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

SPECIAL WARRANTY  
DEED

KNOW ALL MEN BY THESE PRESENTS:

That TEXAS COMMERCE BANK - EL PASO, NA, INDEPENDENT EXECUTOR AND TRUSTEE UNDER THE WILL OF MARY WHITE BOYKIN, DECEASED, as property owner, of the County of El Paso, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the rezoning of a portion of C.A. Engelsfreund Survey No. 112, B.B.B. & C. Railroad Survey No. 154, G.L. Wilson Survey No. 91 and S.A. Maverick Survey No. 174, City and County of El Paso, Texas, which is hereby acknowledged, have granted, sold and conveyed and by these presents do grant and convey unto the City of El Paso, the following parcel of land situated in the County of El Paso, State of Texas, as more particularly described below:

Legal description of a parcel of land being a portion of B.B.B. & C. Railroad Company Survey No. 154, C.A. Engelsfreund Survey No. 112, G.A. Wilson Survey No. 91 and the S.A. Maverick Survey No. 174, being more particularly described as follows:

Commencing at a monument Station 60+84.30 being the intersection of the monument line of Doniphan Drive with the centerline of the right-of-way of Bird Road, thence North 33°59'00" West, along the monument line of Doniphan Drive, a distance of one hundred seventy-four and twenty-five hundredths (174.25) feet to a monument on Osborne Drive, thence North 56°01'00" East, along the monument line of Osborne Drive, a distance of fifty and zero hundredths (50.00) feet, thence South 33°59'00" East, a distance of thirty and zero hundredths (30.00) feet, to the southerly right-of-way line of Osborne Drive, same being the TRUE POINT OF BEGINNING.

Thence, North 56°01'00" East, along the southerly right-of-way line of Osborne Drive, a distance of twenty and zero hundredths (20.00) feet;

Thence, South 33°59'00" East, a distance of four thousand four hundred fifty-nine and twenty-seven hundredths (4459.27) feet;

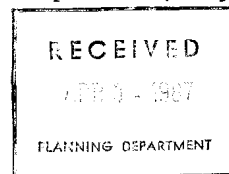
Thence South 64°19'00" West, a distance of twenty and twenty-one hundredths (20.21) feet, to the easterly right-of-way line of Doniphan Drive;

Thence North 33°59'00" West, along the easterly right-of-way line of Doniphan Drive, a distance of four thousand four hundred fifty-six and thirty-five hundredths (4456.35) feet to the point of beginning;

Said parcel of land contains 89,156.17 square feet or 2.047 acres more or less.

TO HAVE AND TO HOLD the above-described premises, together with

*Ord. # 8929*  
*Contract*





all and singular the rights and appurtenances thereto in anywise  
belonging, unto the said City of El Paso and its assigns, forever;  
and the Grantors do hereby bind themselves, their heirs, executors,  
administrators, successors and assigns to warrant and forever defend  
all and singular and said premises unto the said City of El Paso and  
its assigns against every person whomsoever lawfully claiming or to  
claim the same or any part thereof, by, through or under us but not otherwise.

WITNESS the following signatures this 31 day of  
March, 1987.

PROPERTY OWNER:  
TEXAS COMMERCE BANK - EL PASO,  
NA, INDEPENDENT EXECUTOR AND  
TRUSTEE UNDER THE WILL OF  
MARY WHITE BOYKIN, DECEASED

By William C. Geyer  
Title Sen Vice Pres

ACKNOWLEDGEMENT

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 31 day of  
March, 1987, by WILLIAM C. GEYER as  
representative on behalf of TEXAS COMMERCE BANK - EL PASO, NA,  
INDEPENDENT EXECUTOR AND TRUSTEE UNDER THE WILL OF MARY WHITE BOYKIN,  
DECEASED.

My Commission Expires:

JOSEPH N. SAYKLAY, Notary Public  
For the State of Texas  
My Commission Expires 6-1-88

Joseph N. Sayklay  
Notary Public, State of Texas

ZNG5:86-5228



39459

7121 Patch

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

CONTRACT

THIS CONTRACT, made this 17<sup>th</sup> day of February, 1987, by and between TEXAS COMMERCE BANK - EL PASO, NA, INDEPENDENT EXECUTOR AND TRUSTEE UNDER THE WILL OF MARY WHITE BOYKIN, DECEASED, First Party, and the CITY OF EL PASO, Second Party, witnesseth:

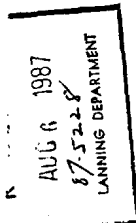
Application has been made to the City of El Paso for rezoning of a portion of A.F. Miller Survey No. 210 and 213; C.A. Engelsfreund, Survey No. 112; B.B.B. & C. Railroad Survey No. 154; G.L. Wilson Survey No. 91 and S.A. Maverick Survey No. 174, City and County of El Paso, Texas, which is more particularly described by metes and bounds in the attached Exhibit "A" which is made a part hereof by reference. To remove certain objections to such rezoning, First Party covenants that if the property is rezoned from R-4 (Residential) to C-4 (Commercial) within the meaning of the zoning ordinance of the City of El Paso, it shall be subject to the following restrictions, conditions and covenants:

1. Prior to the issuance of any building permits, a subdivision plat must be approved by the City Plan Commission and filed of record with the County Clerk.
2. No building(s) shall be constructed closer than fifty (50) feet to the southerly property line adjacent to St. Judes Church and the Pacific Park Subdivision.
3. At the time the rezoning request is approved by the Mayor and City Council, the property owner shall dedicate twenty (20) feet of right-of-way for the widening of Doniphan Drive.
4. An additional twenty (20) foot wide special building setback line shall be established adjacent to the twenty (20) feet of right-of-way being dedicated in Condition No. 3 of this contract.

No building(s) or structures(s) shall be constructed within the special building setback line, except that surplus off-street parking shall be allowed.

5. The property shall not be used for any type of residential purposes.
6. There shall be no vehicular ingress and egress from this property to Hidden Way.
7. Within two (2) years from the date of this contract, either upon written demand by the City of El Paso or upon demand of the property owner, the property owner shall sell to the City a 2.87 acre parcel of land adjacent to the existing Northwest Corral at a price that is mutually agreed upon by both parties.

If the City fails to exercise its option within two (2) years,



1750 6579



the property owner shall be released from this requirement of the contract.


8. No billboards will be allowed on the property.

9. Prior to the issuance of any building permits, the property owner shall submit a site plan to be approved by the City Planning Commission and City Council.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

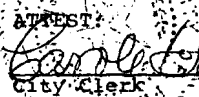
The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above restrictions, conditions and covenants in its direction without the consent of any third person who may be benefited thereby, and without affecting the validity, or necessitating the amendment of, the ordinance passed by the City Council embodying this change of zoning and subject to this contract.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

ATTEST:  
  
Secretary

FIRST PARTY:  
TEXAS COMMERCE BANK - EL PASO

By William C. Legu  
Title Secretary

ATTEST:  
  
City Clerk

SECOND PARTY:  
CITY OF EL PASO

By [Signature]  
Mayor

APPROVED AS TO CONTENT:

[Signature]  
Planning Department

APPROVED AS TO FORM:

[Signature]  
Assistant City Attorney

THE STATE OF TEXAS )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 30 day of March, 1987, by William C. Legu, as Secretary, for TEXAS COMMERCE BANK - EL PASO.

My Commission Expires:

March 14, 1994  
Notary Public

[Signature]  
Notary Public, State of Texas

1789 0880



# **ATTACHMENT 5**

## **Planning and Inspections Department - Planning Division**

Recommend approval.

## **Planning and Inspections Department – Plan Review & Landscaping Division**

Recommend approval.

No objections to the proposed detailed site. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code

## **Planning and Inspections Department – Land Development**

Recommend approval.

Comply with TCEQ requirements regarding water harvesting area to the keystone wetland area.

*Note: Comment will be addressed at permitting stage.*

## **Fire Department**

No adverse comments

## **Police Department**

No comments provided.

## **Environmental Services**

No comments provided.

## **Streets and Maintenance Department**

Streets and Maintenance traffic engineering has the following comments:

- No objections to application
- No TIA is required

## **Sun Metro**

Recommend Approval

Comment:

-Be advised Sun Metro services the area (RTE 12) Doniphan Circulator both INBOUND and OUTBOUND on Doniphan Dr., with the closest bus stops located on the corner of Doniphan Dr./Osborne Dr. Any lane and sidewalk closures along Doniphan Dr. in vicinity of Osborne will affect Sun Metro operations.

-If construction requires a Traffic Control Permit, please provide a copy in order prevent any disruption of Sun Metro Transit services and operations.

All TCPs can be sent to this email.

## **El Paso Water**

EPWater does not object to this request.

## **Water:**

There is an existing 8-inch diameter water main that extends along the 25-foot PSB easement located east of and parallel to Doniphan Drive. This main is available for service.

There is an existing 8-inch diameter water main that extends along the Osborne Dr. located approximately 20-feet south of the north right-of-way line. This main is available for service.



There is an existing 54-inch diameter water main that extends along the Osborne Dr. located approximately 33-feet north of the property. 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 from fire hydrant #10035 fronting 4400 Doniphan Drive and 1,208-feet south of Osborne Drive, has yielded a static pressure of 77 psi, a residual pressure of 66 psi, and a discharge of 1,462 gallons per minute.

**Sanitary Sewer:**

There is an existing 8-inch diameter sanitary sewer along the above mentioned 25-foot PSB easement. This main is available for service.

There is an existing 15-inch diameter sanitary sewer that extends along Osborne Dr. approximately 20-feet north of the property. This main is available for service.

**General:**

All easements dedicated for public water and/or sanitary sewer facilities are to comply with EPWater-PSB Easement Policy. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week. 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 easements without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any sign or structure.

During the site improvement work, the Owner/Developer shall safeguard the existing water/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 PSB facilities and is responsible for the costs of setting appurtenant structures to final grade.

EPWater requires a new service application to provide additional services 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 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:**

1. Doniphan Dr., a state road is not designed to handle any outside runoff. Need to show how the developer will handle the storm sewer.
2. Any proposed ponding area/s shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.

*Note: Comments will be addressed at the permitting stage.*

**Texas Department of Transportation**

No comments provided.

**El Paso 9-1-1 District**

The 911 District has no comments/concerns regarding this zoning.

**El Paso County Water Improvement District #1**

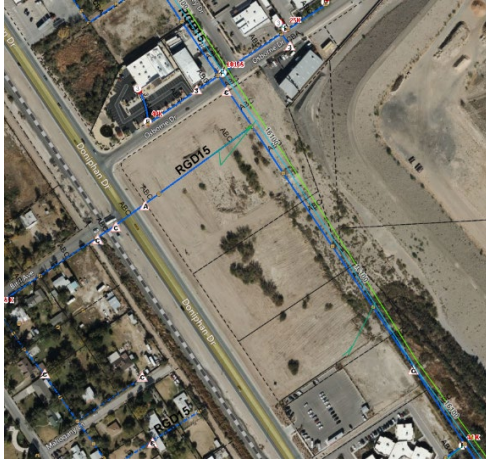
No comments provided.



**El Paso Electric Company**

Please review our ROW Guidelines, the landscaping area will need to be reviewed and approved by our transmission department. Any changes in grade or improvements will need to be provided, prior to approval.

Additionally, we have a distribution line along proposed building “B”. For a line relocation, the owner can contact our engineering department at (915) 351-4224.



*Note: Comments to be addressed prior to the building permit stage.*

**Texas Gas Service**

No adverse comments.



# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

## Introduction:

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

## Definitions:

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

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

## Contributor / Donor Information:

Full Name

Business Name

Clever Properties 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: \_\_\_\_\_

09/06/2024





Legislation Text

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**File #:** 25-193, **Version:** 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**District 2**

Streets and Maintenance, Jesus Anchondo, (915) 212-7072

**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 Traffic Signal Flasher Agreement between the City of El Paso and the El Paso Independent School District (EPISD), whereby the City agrees to design, install, and maintain a set of two (2) solar school flasher signals.



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



**DEPARTMENT:** Streets and Maintenance

**AGENDA DATE:** 2/25/25

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME:** Jesus Anchondo, Streets and Maintenance **PHONE NUMBER:** 915-212-7072

**DISTRICT(S) AFFECTED:** 2

**STRATEGIC GOAL:**

No. 7 - Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:**

7.3-Enhance a regional comprehensive transportation system

**SUBJECT:**

Authorize the City Manager to sign a Traffic Signal Flasher Agreement between the City of El Paso and the El Paso Independent School District (EPISD), whereby the City agrees to design, install, and maintain a set of two (2) solar school flasher signals.



**BACKGROUND / DISCUSSION:**

The El Paso Independent School District (EPISD) requested a total of two (2) school traffic signs with two (2) solar powered school flasher signals along Hayes Ave. between N. Copia St. and N. Stevens St. to serve Navarrete Middle School located at 3501 Hayes Ave.  
The total cost for the project, which includes design, engineering, labor, materials, equipment and all other costs related to the solar signal installation is estimated to be fifty thousand one hundred dollars; an amount that is to be funded one hundred percent (%100) by the El Paso Independent School District (EPISD).

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$50,100.00  
Funding Source: Other Outside Sources Fund  
Account: 532-4970-580270-32020- Project TBA

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**  1-89-25  
(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, on behalf of the City of El Paso, a Traffic Signal Flasher Agreement, between the City of El Paso "City" and El Paso Independent School District "EPISD" for installation of two (2) school traffic signs with two (2) solar powered school flasher signals along Hayes Ave. between N. Copia and N. Stevens St. to serve Navarette Middle School at 3501 Hayes Ave. in the City of El Paso, El Paso County, Texas. EPSID will pay FIFTY THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$50,100.00).

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.


**THE CITY OF EL PASO:**

**ATTEST:**

\_\_\_\_\_  
Renard U. Johnson, Mayor

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

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Mona M. Heydarian  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



\_\_\_\_\_  
Richard J. Bristol, Director  
Streets and Maintenance Department



THE STATE OF TEXAS   §  
                                  §  
COUNTY OF EL PASO   §

**TRAFFIC SIGNAL FLASHER AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **El Paso Independent School District**, hereinafter “EPISD” and the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, EPISD has requested the installation of a total of two (2) school traffic signs with two (2) solar powered school flasher signals along Hayes Ave. between N. Copia St. and N. Stevens St. to serve Navarrete Middle School at 3501 Hayes Ave., to be utilized by students, staff and visitors of the schools; and

**WHEREAS**, EPISD has agreed to pay an estimated FIFTY THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$50,100.00) for the two (2) solar school flasher signals identified above; and

**WHEREAS**, EPISD and the City desire to enter into an agreement whereby each will bear certain responsibilities regarding installation, maintenance and upkeep of the signals;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. Within thirty (30) days from the date hereof, EPISD shall deliver payment to the City by check in the amount of the estimated FIFTY THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$50,100.00). The City agrees that all money paid by EPISD pursuant to this Agreement shall be used solely for the design and replacement installation costs of the two (2) solar powered school flasher signals to be installed by the City at proposed locations along Hayes Ave., approximately at the locations shown in Exhibit “A,” attached hereto and incorporated herein. Those costs shall include, but not be limited to, all costs for design, engineering, labor, materials, equipment and all other costs reasonably related to the solar signal installation. This amount to be paid by EPISD reflects one hundred percent (100%) of the total estimated cost of the installation of the signals, and shall be made pursuant to the requirements of applicable provisions of the El Paso City Code, specifically Section 12.20.190(B). In the event that EPISD’s actual one hundred percent (100%) responsibility exceeds the estimated total above, EPISD shall make such additional payment to the City, within thirty (30) days of its receipt of notice from the City of such additional costs. EPISD’s responsibility for excess/additional costs shall be capped at ten percent (10%) above EPISD’s total actual responsibility under this Agreement. The City will provide written notification to EPISD before proceeding further if the cost of the project is found to exceed the projected budget by more than ten percent (10%).



2. Upon receipt of EPISD's payment of the estimated amount pursuant to this Agreement, the City Traffic Engineer or designee shall proceed with the design and the ordering of materials and parts for the signals in accordance with established City procedures. The City Traffic Engineer or designee shall order the installation and activation of the signals within one hundred twenty (120) days of receipt of EPISD's payment pursuant to this Agreement. The signals shall be designed and installed in accordance with City standards and specifications so as to provide EPISD and the City with the necessary and appropriate control of vehicular and pedestrian traffic, as determined by the City Traffic Engineer. The City shall be entitled to draw upon such funds for payment of costs incurred pursuant to the terms of this agreement.

If the total cost of the signals exceeds FIFTY THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$50,100.00) and EPISD fails to provide additional funds, the City shall have the option of not completing the installation and activation of the signals as provided for in this Agreement and will refund to EPISD the estimated amount paid by EPISD, less the costs actually incurred by the City to date.

If the total, actual cost of the signals is less than FIFTY THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$50,100.00)), the City will refund to EPISD, upon the completion of the installation and activation of the signals, any excess funds. Such funds shall be considered excess funds when EPISD's submitted payment exceeds one hundred percent (100%) of the total cost of installation, pursuant to applicable El Paso City Code provisions noted in paragraph 1. The City will cause all work required for the traffic signal installation to be completed as soon as reasonably possible, subject to extensions for reasonable delays that are outside of the City's control.

3. In the event the traffic signal installation and activation have not been substantially completed within eighteen (18) months' time, beginning upon complete execution of this agreement, the City will notify EPISD in writing of the reasons for the delay and the estimated date of substantial completion. At such time, EPISD may request that the City refund to EPISD all money paid by EPISD hereunder and any money drawn from the letter of credit or escrow account, minus the City's engineering, accounting, and design costs for the signals that have been actually incurred to date. Deduction from a refund for such engineering, accounting and design costs shall not exceed TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00). The letter of credit or escrow account shall be released and returned to EPISD within sixty (60) days after receipt of the request from EPISD.

4. All materials and parts used in the construction and installation of the traffic signals shall be and remain the property of the City. The City shall be responsible for maintaining the traffic signals in good repair and operating condition and shall make all necessary repairs thereto and perform all necessary maintenance thereon as and when required, all at the City's sole cost and expense and at no cost or expense to EPISD. EPISD shall provide written notification to the City's Traffic Engineer of any malfunction of such signals.

5. As provided pursuant to this Agreement, and to the extent possible by law, if the City elects to complete the installation and activation of the traffic signals, between the time periods of the execution of this Agreement by the City and EPISD and the completed installation of the traffic



signals, EPISD shall not hold the City liable for any damages which occur during this period because of the conduct of third parties or factors beyond the City's control, and hereby releases the City from such liability. EPISD shall be responsible for providing the City Traffic Engineer with an accurate bell schedule for the affected school, prior to the beginning of each period of time in which school is in session, be it semester, term or otherwise. Such bell schedule shall be provided one (1) month prior to the implementation of any new bell schedule, to allow the City Traffic Engineer, or his designee, to adjust the affected traffic signals accordingly. EPISD shall notify the City Traffic Engineer, in writing, of any change in bell schedule with sufficient time to allow the City Traffic Engineer, or his designee, to adjust the traffic signals' operation schedule. EPISD shall also be responsible for notifying the City Traffic Engineer of any defect, malfunction or problem, with such traffic signals installed pursuant to this agreement.

6. This document contains all of the agreements between the Parties and may not be modified, except by an agreement in writing signed by both Parties.

7. Every provision of this Agreement is intended to be severable. 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 the Agreement.

8. The laws of the State of Texas shall govern the validity, performances and enforcement of this Agreement and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

9. The individual signing this Agreement on behalf of EPISD or on behalf of the City each acknowledge that he/she is authorized to do so and said individual further warrants that he/she has been duly authorized to commit and bind EPISD or the City to the terms and conditions of this Agreement.

10. This Agreement is for the sole benefit of the Parties named herein and can be modified at any time in writing by mutual consent of the Parties without the approval of any third party.

11. Nothing contained herein shall be construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any similar such relationship, or to render any Party liable for the debts or obligations of the other Party hereto.

12. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein

13. This Agreement may not be assigned by either Party without prior written approval of the other.

14. The terms, provisions, and licenses provided herein shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the Parties. There are no third-party beneficiaries of this contract



IN WITNESS WHEREOF, the Parties have executed this Agreement as the day and year first written above.

CITY OF EL PASO

\_\_\_\_\_  
Dionne L. Mack  
City Manager

El Paso Independent School District

\_\_\_\_\_  
D. Sayavedra  
Name: Diana Sayavedra  
Title: Superintendent

*Approved as to Form*

Signed: Thursday, October 24, 2024

*[Signature]*

Signed: Thursday, October 24, 2024

APPROVED AS TO FORM:

\_\_\_\_\_  
*[Signature]*  
Mona M. Heydarian  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*[Signature]*  
Richard Bristol, Director  
Streets and Maintenance



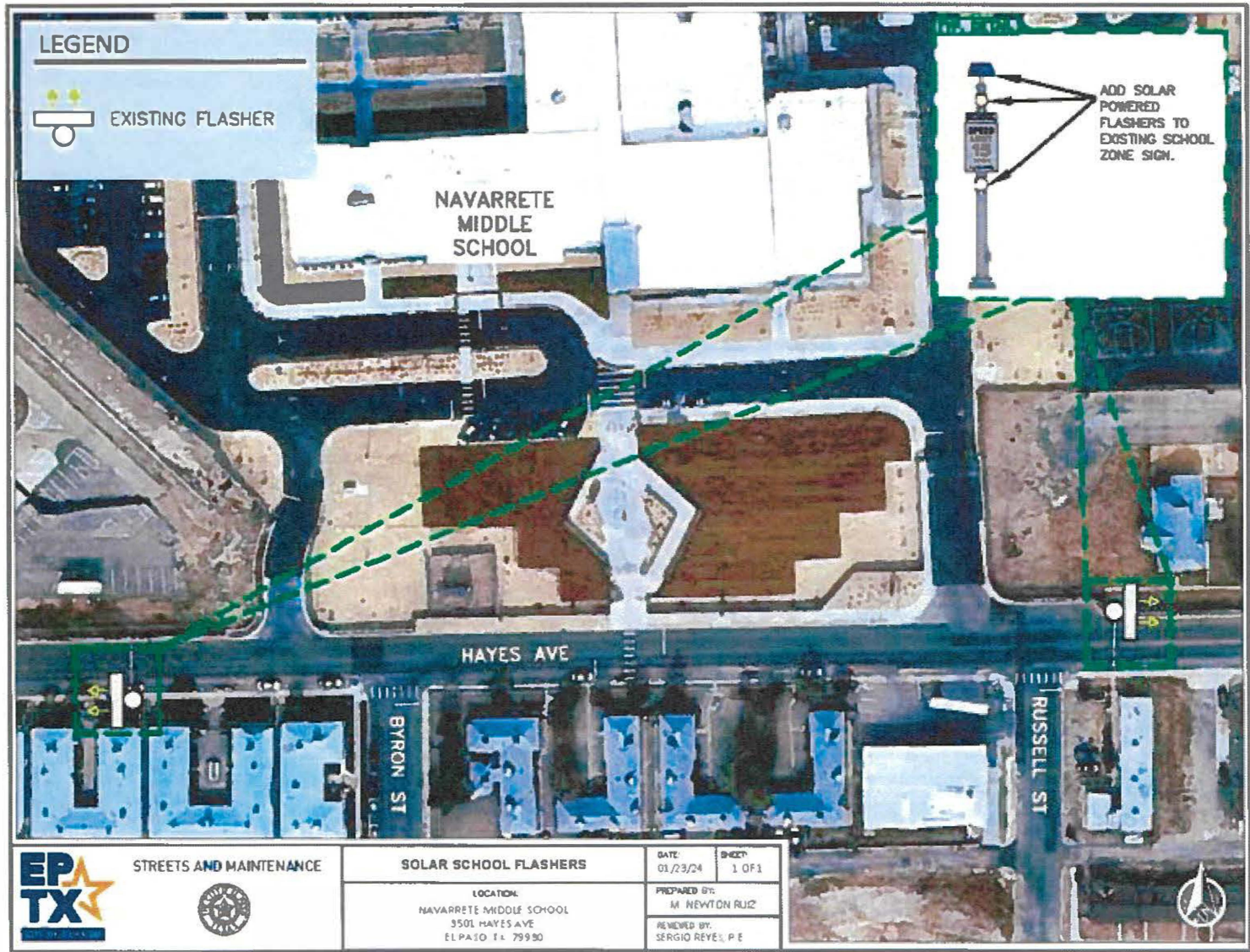


EXHIBIT A







This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.



# Navarrete Middle School Signal Flashers Agreement

Streets and Maintenance Department

CC February 25th, 2025





# Streets and Maintenance Department

## Navarrete Middle School Traffic Signal Flashers Agreement

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

### Strategic Plan Goal:

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

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



# Streets and Maintenance Department

## Navarrete Middle School Traffic Signal Flashers Agreement

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

### Background information

- EPISD requested the installation of traffic signal flashers for the enhancement of the existing school zone.
- Flashers to be installed along Hayes Ave. between N. Copia St. and N. Stevens St. to serve Navarrete Middle School.
- Total cost of design, engineering, material, and installation is **estimated** to be fifty thousand one hundred dollars (\$50,100.00). This is to be funded 100% by EPISD.

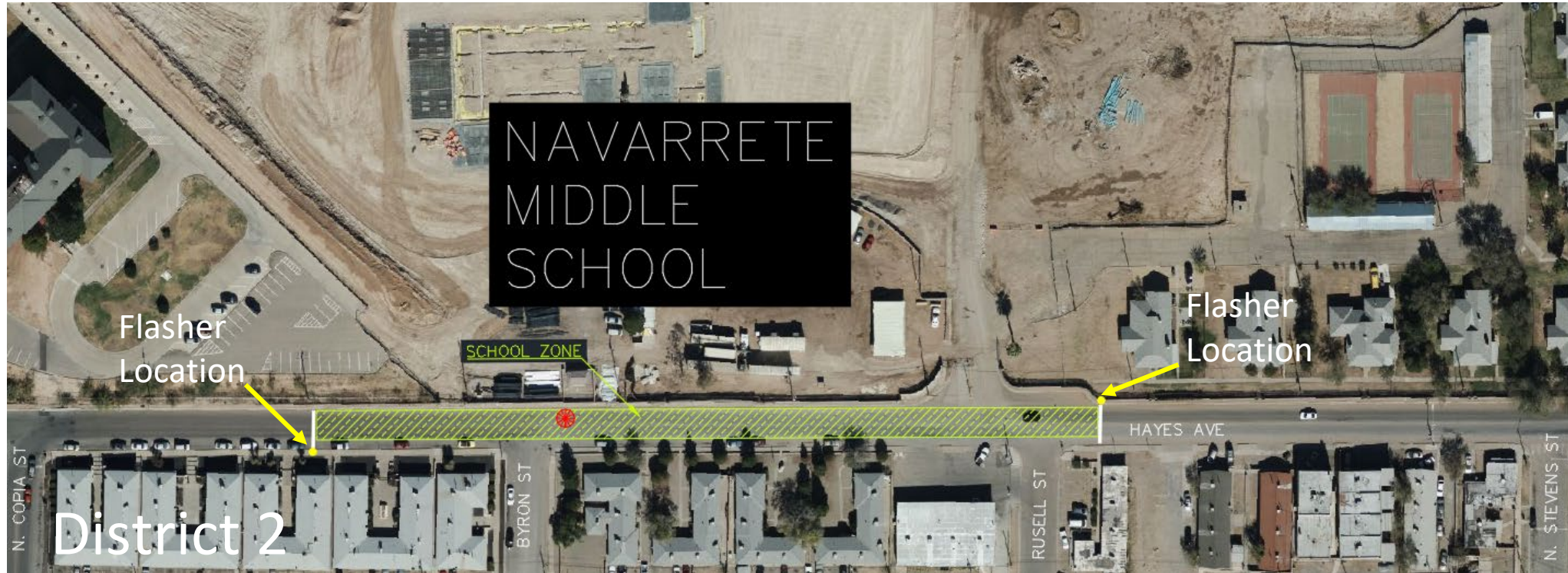


# Streets and Maintenance Department

## Navarrete Middle School Traffic Signal Flasher Agreement

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.



4



# Streets and Maintenance Department

## Navarrete Middle School Traffic Signal Flasher Agreement

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

### Requested council action

- Authorize the City Manager to sign an agreement between the El Paso Independent School District and the City of El Paso for the design and installation of two(2) solar powered traffic signal flashers.



This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

# QUESTIONS?

6





This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.



# Mission

Deliver exceptional service and support a high quality 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



This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.



## Misión

Brindar servicios exce  
respaldar una vida y u  
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

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File #: 25-222, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**District 8**

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 the City Manager be authorized to sign Amendment #1 to the Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the Downtown Bicycle Improvements Phase I Project.



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

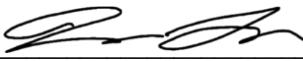
**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** 

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



## RESOLUTION

**WHEREAS**, on February 25, 2021, the City of El Paso (“City”) and the State of Texas, acting by and through the Texas Department of Transportation (TxDOT”), entered into an Advance Funding Agreement for the Downtown Bicycle Improvements Phase I project (“Project”).

**WHEREAS**, the Project includes the construction of bicycle facilities downtown with buffered bike lanes, conventional bike lanes, shared lane markings and protected bike lanes.

**WHEREAS**, the Project has an estimated total project cost of \$2,728,712.00, with an estimated local government participation cost of \$331,706.00.

**WHEREAS**, the City wishes to amend the parties’ Advanced Funding Agreement to revise the project description to include the number of traffic lanes and amend locations.

**WHEREAS**, the amendment does not change the City’s estimated participation cost of \$331,706.00.

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

**THAT** the City Manager be authorized to sign Amendment #1 to the Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the Downtown Bicycle Improvements Phase I project.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

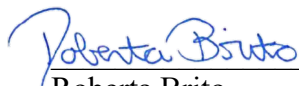
**THE CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

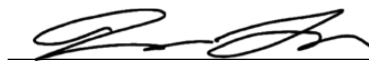
**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Joaquin Rodriguez, AICP  
CID Grant Funded Program Director



TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-570	AFA ID	Z00001148	CFDA No.	20.205
AFA CSJs	0924-06-570			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400		
Project Name	Downtown Bicycle Improvements Ph 1			AFA Not Used For Research & Development	

THE STATE OF TEXAS                   §

THE COUNTY OF TRAVIS           §

## ADVANCE FUNDING AGREEMENT For Congestion Mitigation Air Quality (CMAQ) Off-System

### AMENDMENT #1

**THIS AMENDMENT** is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the “State”, and 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**, the parties executed a contract on **February 25, 2021** to effectuate their agreement to construct bicycle facilities downtown with buffered bike lanes, conventional bike lanes, bike blvds, shared lane markings & protected bike lanes. The project includes road diets, signage, wayfinding, striping, & intersection treatments ,

**WHEREAS**, it has become necessary to amend that contract in order to change project description to include the number of traffic lanes and amend locations.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

### AGREEMENT

1. The parties agree that the Agreement is amended as follows:
2. **Article 3**, Scope of Work, is deleted in its entirety and replaced with: The scope of work for the Project consists of **construct bike facilities downtown: buffered bike lands, conventional bike lanes, bike blvds, shared lane markings, & protected bike lanes. Includes road diets (from 4/3 lanes to 2), signage, wayfinding, striping, & intersection treatments.**
3. Attachment B, is being replaced with B-1, which is attached to and made a part of this Amendment.

All other provisions of the original contract are unchanged and remain in full force and effect.



TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-570	AFA ID	Z00001148	CFDA No.	20.205
AFA CSJs	0924-06-570			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400		
Project Name	Downtown Bicycle Improvements Ph 1			AFA Not Used For Research & Development	

**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**

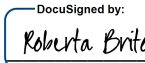
By: \_\_\_\_\_  
Dionne Mack, City Manager

\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT:**

DocuSigned by:  
  
9037ADB81450441  
Joaquin Rodriguez, AICP.  
CID Grant Funded Program Director  
2/5/2025

**APPROVED AS TO FORM:**

DocuSigned by:  
  
FDCF213D39EA446  
Roberta Brito  
Senior Assistant City Attorney  
2/5/2025

**THE STATE OF TEXAS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date



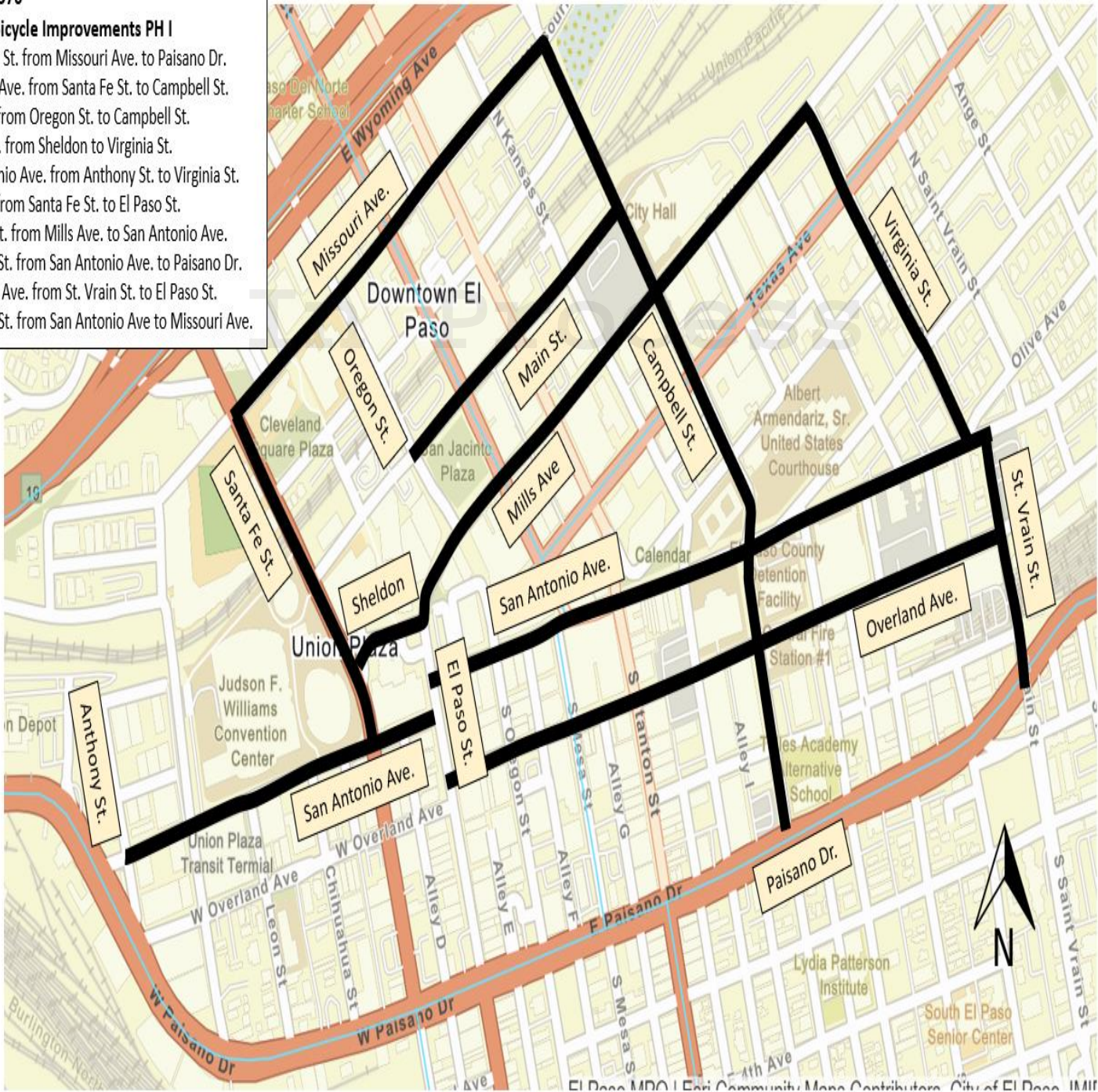
TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-570	AFA ID	Z00001148	CFDA No.	20.205
AFA CSJs	0924-06-570			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	13400		
Project Name	Downtown Bicycle Improvements PH 1			AFA Not Used For Research & Development	

ATTACHMENT B-1  
LOCATION MAP SHOWING PROJECT

CSJ 0924-06-570

Downtown Bicycle Improvements PH I

- Campbell St. from Missouri Ave. to Paisano Dr.
- Missouri Ave. from Santa Fe St. to Campbell St.
- Main St. from Oregon St. to Campbell St.
- Mills Ave. from Sheldon to Virginia St.
- San Antonio Ave. from Anthony St. to Virginia St.
- Sheldon from Santa Fe St. to El Paso St.
- Virginia St. from Mills Ave. to San Antonio Ave.
- St. Vrain St. from San Antonio Ave. to Paisano Dr.
- Overland Ave. from St. Vrain St. to El Paso St.
- Santa Fe St. from San Antonio Ave to Missouri Ave.





## Certificate Of Completion

Envelope Id: 9791CC8D-5DE9-4395-8CEF-9EC0A7E249A4

Status: Sent

Subject: Please DocuSign: Z00001148 – 0924-06-570 – AFA Amendment #1 - with the City of El Paso

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 5

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Laura Gamboa

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125 E. 11th Street

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Austin, TX 78701

Time Zone: (UTC-06:00) Central Time (US & Canada)

laura.gamboa@txdot.gov

IP Address: 209.112.106.2

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Joaquin Rodriguez

rodriguezj2@elpasotexas.gov

Director - CID Grant Funded Programs

Security Level: Email, Account Authentication (Optional)

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Accepted: 4/20/2023 1:33:02 PM

ID: e0617e87-60e1-4f2e-9cde-d2ee9c771b50

Roberta Brito

britora@elpasotexas.gov

Security Level: Email, Account Authentication (Optional)

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*Roberta Brito*  
FDC213D39EA446...

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Accepted: 6/22/2022 9:33:39 AM

ID: d86eba87-dbd2-41e4-8b23-4ab934bfcd29

Dionne Mack

mackdx@elpasotexas.gov

Security Level: Email, Account Authentication (Optional)

Sent: 2/5/2025 9:01:11 AM

## Electronic Record and Signature Disclosure:

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ID: a243b196-0fc7-4955-a6c1-52d528da2901

Kenneth Stewart

kenneth.stewart@txdot.gov

Security Level: Email, Account Authentication (Optional)

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### Timestamp

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### Status

### Timestamp



Agent Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Victoria Villarreal Victoria.Villarreal@txdot.gov Contract Specialist Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Finance FIN_Local-Participation@txdot.gov Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Margaret Schroeder schroedermk@elpasotexas.gov Security Level: Email, Account Authentication (Optional) <b>Electronic Record and Signature Disclosure:</b> Accepted: 7/6/2023 8:52:43 AM ID: c2053850-cfe6-4309-87d7-e208ca5da5d1	COPIED	Sent: 2/5/2025 8:05:15 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/5/2025 8:05:15 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Texas Department of Transportation:**



You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

### **To advise Texas Department of Transportation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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### **Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li></ul>



	<ul style="list-style-type: none"> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 25-205, Version: 1**

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

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

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

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

#### **AGENDA LANGUAGE:**

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Casey Mangan to the Ethics Review Commission by Representative Chris Canales, District 8.





## Board Appointment Form

City Clerk's Office

Appointing Office	Chris Canales, District 8
Agenda Placement	Regular
Date of Council Meeting	02/25/25
Name of Board	Ethics Review Commission
Agenda Posting Language	
Re-appointment of Casey Mangan to the Ethics Review Commission by Representative Chris Canales, District 8.	
Appointment Type	Regular
Member Qualifications	
University of Southern California Gould School of Law; Legal Experience representing immigrants; Legal Director; previous Ethics Review Commission appointee.	
Nominee Name	Casey Mangan
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 2
City Employed Relatives	N/A
Board Membership	
Ethics Review Commission, February 21, 2023 - February 20, 2025.	
Real estate owned in El Paso County	
Previous Appointee	Casey Mangan
Reason for Vacancy	Term Expired
Date of Appointment	02/25/25
Term Begins On	02/21/25
Term Expires On	02/20/27
Term	Second Term



## CASEY MANGAN

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### LEGAL EXPERIENCE

#### **Innovation Law Lab**

El Paso, TX

#### *Immigrant Justice Corps Fellow*

September 2020-Present

- Representing about a dozen of detained immigrants in removal proceedings before the El Paso SPC and Otero Immigration Courts
- Representing and securing the release dozens of detained immigrants in parole and Fraihat requests to ICE and bond proceedings before the El Paso SPC and Otero Immigration Courts
- Representing 3 detained immigrants in appeals before the BIA and 10th Circuit, including a successful remand from the Tenth Circuit back to the BIA
- Representing about a half dozen detained immigrants in asylum interviews and Requests for Reconsideration before USCIS
- Manage volunteers and staffs to perform intakes for and analyze legal cases for assignment for the El Paso Immigration Collaborative from July 2021 until its formal dissolution in January 2023
- Participating in organizing and communications efforts in a shutdown campaign at Torrance County Detention Facility, including quotes in the New York Times and Searchlight New Mexico

### BAR ADMISSIONS

- State of California, January 2021
- U.S. Department of Justice, Executive Office for Immigration Review, January 2021
- U.S. Court of Appeals for the Tenth Circuit, March 2022

### EDUCATION

#### **University of Southern California Gould School of Law**

Los Angeles, CA

Juris Doctor Candidate, Public Interest Certificate Candidate

May 2020

Honors Journal: *Review of Law and Social Justice*, Senior Submissions Editor

Honors Program: Gold Honors Scholars Program

Activities: Public Interest Law Foundation, Pro-Bono Chair; International Refugee Assistance Project, Legal Director

#### **Azusa Pacific University**

Azusa, CA

Bachelor of Arts in Sociology, Minor in International Studies, *Magna Cum Laude*

May 2014

### RELEVANT TRAININGS

- Two NITA-NIPNLG "Advocacy in Immigration Matters" trainings in May 2022 and January 2023
- Two week Immigrant Justice Corps Trainings on Immigration Law & Lawyering Skills in October 2020

### AWARDS & PUBLICATIONS

- *Different Passports, Different Due Process: A Case for Ensuring Proper Service of Process for Immigrant Children*, 29 S. CAL. REV. L. & SOC. JUST. 73 (2020).
- 2020 USC Gould School of Law Mason C. Brown Award, recognizing a third-year law student who demonstrates a commitment to public interest endeavors and talent for trial work
- Fulbright Scholar at İnönü Üniversitesi in Malatya, Turkey, August 2014-June 2016

### LANGUAGES

- Professional fluency in written and conversational Spanish
- Intermediate fluency in written and conversational Turkish





El Paso, TX

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## Legislation Text

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**File #: 25-279, Version: 1**

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

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

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

#### **AGENDA LANGUAGE:**

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Marco Covarrubias to the Ethics Review Commission by Representative Josh Acevedo, District 2.





## Board Appointment Form

City Clerk's Office

**REVISED***1:54 pm, Feb 18, 2025*

Appointing Office	Josh Acevedo, District 2
Agenda Placement	Consent
Date of Council Meeting	02/25/25
Name of Board	Ethics Review Commission
Agenda Posting Language	
Reappointment of Marco Covarrubias to the Ethics Review Commission by Representative Josh Acevedo, District 2.	
Appointment Type	Regular
Member Qualifications	
See resume.	
Nominee Name	Marco Covarrubias
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 2
City Employed Relatives	N/A
Board Membership	
Ethics Review Commission (February 21, 2023 - February 20, 2025)	
Real estate owned in El Paso County	
3209 Savannah Ave., El Paso, TX., 79930.	
Previous Appointee	Marco Covarrubias
Reason for Vacancy	Term Expired
Date of Appointment	02/25/25
Term Begins On	02/21/25
Term Expires On	02/20/27
Term	Second Term



# Marco A. Covarrubias



Organized and dependable candidate successful at managing multiple priorities with a positive attitude. Willingness to take on added responsibilities to meet team goals. To seek and maintain full-time position that offers professional challenges utilizing interpersonal skills, excellent time management and problem-solving skills.



## Skills

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Relationship building  
Public speaking



## Work History

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2023-2-current

**Training Coordinator Supervisor**

*El Paso County Elections Departments*

- Develops procedure training and provides instruction to department staff, contract offices, and outreach Develops procedure training and provides instruction to department staff, poll workers, members of the public, and outreach programs which comply with the Texas Election Code
- Develops performance measures and conducts evaluations of poll workers, Rovers, and Route Supervisors
- Develops and presents oral and written presentations to the general public in both English and Spanish
- Attends and participates in meetings, training, and information sessions
- Demonstrates leadership and ability to deliver efficiency and quality at the highest of standards



**2022-03 – 2022-11**

## **Substitute Teacher**

*EPISD, El Paso, TX*

- Upheld classroom routines to support student environments and maintain consistent schedules.
- Took over class for regular classroom teacher, managing assignments, student needs and recordkeeping.
- Followed classroom plans left by class teacher to continue student education and reinforce core concepts.
- Kept students on-task with proactive behavior modification and positive reinforcement strategies.

**2019-11 - 2020-11**

## **Migrant Tutor**

*EPISD, El Paso, TX*

- Conducted tutorial services for migrant students to provide academic support in their curriculum as needed.
- Primarily responsible for providing supplemental academic support and enrichment opportunities to ensure migrant students meet the same achievement standards that all students are expected to meet and graduate from high school

**2016-01 - 2018-04**

## **Store Manager**

*One Stop Postal Shop, El Paso, TX*

- Reviewed and monitored scheduling, purchases and other expenses to maintain quarterly budget.
- Maintained proper product levels and inventory controls for merchandise and organized backroom to facilitate effective ordering and stock rotation.
- Managed store employees successfully in fast-paced environment through proactive communication and positive feedback.
- Supervised guests at front counter, answering questions regarding products.





## Education

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2019-08 – 2022-12

### **Bachelor of Arts: Political Science and Government**

*The University of Texas At El Paso - El Paso, TX*

2018-01 - 2019-07

### **Associate of Arts: Interdisciplinary Studies**

*El Paso Community College - El Paso, TX*

2000-08 - 2003-05

### **High School Diploma**

*Montwood High School - El Paso, TX*



## Languages

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Spanish





El Paso, TX

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El Paso, TX

## Legislation Text

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**File #: 25-236, Version: 1**

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

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

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Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

#### **AGENDA LANGUAGE:**

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Edward Houghton V to the Public Service Board Selection Committee by Representative Alejandra Chávez, District 1.





## Board Appointment Form

City Clerk's Office

Appointing Office	Alejandra Chávez, District 1
Agenda Placement	Regular
Date of Council Meeting	02/25/25
Name of Board	Public Service Board Selection Committee
Agenda Posting Language	
Appointment of Edward Houghton, V to the Public Service Board Selection Committee by Representative Alejandra Chávez, District 1.	
Appointment Type	Regular
Member Qualifications	
Mr. Houghton is a Graduate of Texas A&M University with a Bachelor of Arts in Economics. Mr. Houghton has a strong financial background with experience in Investment Banking, Mortgage Loans, Strategies, and Compliance as well as several years' experience in land acquisition, underwriting, and finance.	
Nominee Name	Edward Houghton
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	Dr. Richard Teschner
Reason for Vacancy	Resigned
Date of Appointment	02/25/25
Term Begins On	02/25/25
Term Expires On	02/25/29
Term	First Term



### **Cuatro Land Holdings**

Land Developer - Partner

El Paso, Texas December 2020 - Present

- Oversee land acquisitions
- Manage financing of land and construction operations
- Underwrite land purchases to ensure viability of the project
- Actively maintain and create new business relationships with home builders and realtors

### **Cadence Lending Group**

Mortgage Group - Partner

El Paso, Texas December 2018 - Present

- Oversee sales and operations of mortgage branches to ensure profitability, compliance with regulators and smooth delivery of loans to investors
- Collaborate with loan officers to structure unique mortgage strategies to help increase loan originations
- Manage underwriting department to assure loan turn times and compliance to regulations
- Actively maintain and create new business relationships with home builders and realtors in the community

### **WestStar Bank, Vice President**

Mortgage Group

El Paso, Texas June 2016 – December 2018

- Oversee sales and operations of mortgage branches to ensure profitability, compliance with regulators and smooth delivery of loans to investors
- Operate lock desk to guarantee margins set by management
- Collaborate with loan officers to structure unique mortgage strategies to help increase loan originations
- Manage underwriting department to assure loan turn times and compliance to regulations
- Actively maintain and create new business relationships with home builders and realtors in the community

### **Home USA Mortgage, *Senior Loan Officer***

Mortgage Group

Houston, Texas May 2005 – June 2016

- Created and maintained partnership with outside realty group yielding 20% increase in monthly revenues; expanded and managed additional staff to support increased volume
- Coordinate and simplify home buying process through ongoing relationships with mortgage banks, appraisers, custom home builders and title companies
- Structure unique mortgage strategies (VA, FHA, jumbo, conforming, non-conforming, fixed rate and ARM) to support diverse financial circumstances
- Actively cultivate new business ventures through event sponsorship and continuing education seminars

### **Bear, Stearns & Co. Inc., *Financial Analyst***

Public Finance Investment Banking Group

New York, New York July 2002 – July 2004

- Specialize in quantitative analysis and structuring of debt transactions for public sector clients, with transactions ranging from \$20 million to \$700 million
- Survey clients' existing capital structure and projected funding requirements, and recommend financing plans using both traditional debt and derivative-based structures
- Draft proposals, presentations, and correspondence for review by clients and other finance professionals, including attorneys, financial advisors, engineers and accountants
- Coordinate preparation and distribution of legal documents associated with public securities offerings, including Offering Documents, Trust Indentures and Escrow Agreements
- Clients include governments, governmental authorities and not-for-profit corporations operating in the healthcare, higher education, transportation and infrastructure sectors throughout the United States

### **Texas A&M University**

College Station, Texas May 2002

Bachelor of Arts, Economics

Minors: Business and Spanish





El Paso, TX

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El Paso, TX

## Legislation Text

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**File #: 25-249, Version: 1**

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

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Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

#### **AGENDA LANGUAGE:**

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Michael Bester to the Civil Service Commission by Representative Alejandra Chávez, District 1.





## Board Appointment Form

City Clerk's Office

<b>Appointing Office</b>	Alejandra Chávez, District 1
<b>Agenda Placement</b>	Regular
<b>Date of Council Meeting</b>	02/25/25
<b>Name of Board</b>	Civil Service Commission
<b>Agenda Posting Language</b>	
Appointment of Michael Bester to the Civil Service Commission by Representative Alejandra Chavez, District 1.	
<b>Appointment Type</b>	Regular
<b>Member Qualifications</b>	
Michael Bester has an extensive background in Human Resources, Talent Acquisition, Leadership, and Business Management with skills related to International Cross-cultural communication, Program Evaluation and Project Management. Mr. Bester holds a Master of Science-Management and a Master of Business Administration	
<b>Nominee Name</b>	Michael Bester
<b>Nominee Email Address</b>	michael.bester@me.com
<b>Nominee Residential Address</b>	
<b>Nominee Primary Phone Number</b>	
<b>Residing District</b>	District 1
<b>City Employed Relatives</b>	N/A
<b>Board Membership</b>	
N/A	
<b>Real estate owned in El Paso County</b>	
<b>Previous Appointee</b>	Laura Alpern
<b>Reason for Vacancy</b>	Term Expired
<b>Date of Appointment</b>	02/25/25
<b>Term Begins On</b>	02/01/25
<b>Term Expires On</b>	01/31/28
<b>Term</b>	First Term



## **Michael Bester**

### **Profile**

Training and education professional with international experience in project management, learning program design and evaluation, and HR/talent management systems. Employs adult learning theory, and experiential learning methods to a variety of learner groups.

### **Skills Summary**

- Curriculum Development Project Management
- Instructional & Courseware Design
- Business Management & Leadership
- Moodle and Blackboard Experience
- Learning and Program Evaluation
- Skilled Written and Oral Communicator
- International Cross-cultural communication
- Classroom/Trainer Instructor Qualified

### **Professional Experience**

#### ***Program Manager/Education Consultant***

November 2023–Present

Ascension Healthcare (Remote) (National Office-St. Louis, MO)

- Currently a functional team program manager, managing national program in the areas of Consumer Experience, Productivity Management, Service Commitments and HR Leader Support.

#### ***Project Manager/Training, Design, Development***

September 2020–November 2023

Flatter Inc., El Paso, TX

- Currently the project manager, leading a team of four developers/designers, designing, and developing effective learning and performance solutions
- Responsible to my organization and our client for the entire ADDIE process at all levels of curriculum development.
- Utilizing a variety of development tools and templates to design effective layouts, construct creative training activities and build prototypes for eLearning, instructor-led and self-directed training solutions
- Designs and develops effective test instruments to measure the effectiveness of the training
- Craft effective test questions/authentic assessments aligned with initiative objectives
- Build relationships, and proactively share relevant information with project stakeholders

#### ***Training Developer Lead***

July 2018 – August 2020

Tigua Inc., El Paso, TX

- Certified in adult learning methods, instructional design and delivery and processes.
- Successfully completed the Common Instructor and Curriculum Developer Course.
- Ensures training is modeled for adult and experiential learning, task based and performance-oriented training, ensuring content is progressive and sequential, meets environmental and risk assessment requirements, that results in students being trained to standard.
- Evaluated the analysis, design, development, and implementation phases of the Systems Approach to Training (SAT) to ensure compliance with regulatory guidance, identification of critical tasks, approval and use of task analysis data as the foundation of training, and implementation of sound management practices.
- Providing comprehensive educational guidance and assistance to faculty and staff members who serve as subject matter experts for resident and non-resident training.

#### ***Training/Courseware Developer Lead***

March 2017 – November 2017

Totalis Consulting Group, El Paso, TX



- Certified in adult learning methods, instructional design and delivery and processes. Responsible for course materials related to Operations, 100% accurate and on time. Responsible for development of all course material for the Commandant's Pre-Command Course.
- Provided subject matter expertise in methods taught in the Instructor Training Course, Small Group Instructor Training Course, and Video Tele-training Instructor Training Course. Possesses mastery knowledge of the Army Writing Style.
- Conducted research and used evaluation methodologies, statistical analyses, and evaluation instruments (i.e., tests and survey instruments, field feedback questionnaires, student achievement, and relevance of training/products to the operational environment.
- Organized or participated in validation workshops consisting of functional experts to determine critical tasks and instructional settings. Reviewed existing courses against the selected tasks to see if courses need modification, supplements, or replacement.

### ***Courseware Development Manager & Operations Trainer***

April 2015-March 2017

ISC Consulting Group, Remote in Fullerton CA

- Led and coordinated all operations training to a group of specialized personnel.
- Responsible for 3 team member's curriculum production, which successfully delivered over 1500 documents, which included: lessons, handbooks, and reference guides.
- Led the creation of institutional knowledge to a client specific Learning Management System (LMS).
- Developed the institutional knowledge capture/document development process review & internal controls, while coordinating between remote locations and a geographically dispersed team.
- Selected as the Joint Forces Operations Course Manager, responsible for all course materials related to Operations and Instructor (Train-the-Trainer) course—providing all course work, 100% accurate and on time.

### ***Program Management Specialist Senior Manager-HR & Recruiting***

October 2013 – March 2015

EAI Investments Group, UAE

- Directly responsible for a team of 31 Human Resource professionals managing all elements of program initiation, justification, validation, research, development, acquisition, logistics support, test and evaluation, manpower, and training.
- Managed annual budget for entire section to include marketing activities in excess of \$350,000.

### ***Manager, Talent Acquisition Middle East***

May 2013 – October 2013

AECOM-Middle East, Dubai, UAE

- Recruiting Project Manager for Qatar's Orbital Road Project valued at \$148 million and was concurrently responsible for AECOM Libya Housing Construction Program recruitment, worth over \$45 million.
- Provided full life cycle recruitment and insured that talent acquisition was included as a business partner, with a focus on program expansion and quality client support.

## **Education**

- Master of Science-Management  
University of Texas-El Paso 2016-2017
- Master of Business Administration Degree  
University of Phoenix, Carlsbad, CA 2000-2002
- Bachelor in Business Management Degree  
University of Phoenix, San Diego, CA 1997-1999

## **Certifications**

- Basic Instructor Course 2017
- Faculty Development Program-Developer Course 2017
- Faculty Development Program-Instructor Course 2017
- Training Development Capability (TDC) Course 2017
- Small Group Facilitator Course 2017



### **Skills**

- Microsoft SharePoint and Office Suite (Word, Excel, & PowerPoint)
- C4I System Operations





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 25-280, Version: 1**

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

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

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

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

Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

#### **AGENDA LANGUAGE:**

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

Taylor Moreno to the Bond Overview Advisory Committee by Representative Deanna Maldonado-Rocha, District 3.





## Board Appointment Form

City Clerk's Office

Appointing Office	Deanna Maldonado-Rocha, District 3
Agenda Placement	Consent
Date of Council Meeting	02/25/25
Name of Board	Bond Overview Advisory Committee
Agenda Posting Language	
Appointment of Taylor Moreno to the Bond Overview Advisory Committee by Representative Deanna Maldonado-Rocha, District 3.	
Appointment Type	Regular
Member Qualifications	
See resume.	
Nominee Name	Taylor Moreno
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	Danny Perea
Reason for Vacancy	Removed
Date of Appointment	02/25/25
Term Begins On	01/01/21
Term Expires On	12/31/25
Term	Unexpired Term



## Taylor L. Moreno

### EXPERIENCE

Philanthropy and Engagement Consultant  
Habitat for Humanity El Paso

February 2025-present

- Lead fundraising efforts to secure financial support through individual giving, corporate sponsorships, and grant funding, ensuring the expansion of Habitat's existing services for families in need.
- Spearhead strategic initiatives to elevate Habitat for Humanity El Paso's visibility, fostering partnerships and mobilizing community support for affordable housing and critical home repair programs.

Director of Development  
El Paso Children's Hospital Foundation  
University Medical Center of El Paso Foundation

September 2019-January 2025

- Cultivated and secured individual philanthropic support for El Paso Children's Hospital (EPCH) and University Medical Center of El Paso (UMC), leading to over \$12 million in major gifts and grants. Developed and deepened relationships with individual donors, patient families, and community partners to align their philanthropic goals with critical pediatric and trauma service needs, ensuring sustainable funding for programmatic and operational advancements.
- Designed and implemented the 110th anniversary campaign for UMC, resulting in a significant increase in philanthropic support, raising \$1 million in a single fiscal year. Successfully engaged individual donors by leveraging storytelling and milestone celebrations to inspire giving, strengthening the foundation's long-term donor pipeline.
- Developed and implemented a successful employee giving campaign resulting in annual contributions while increasing employee participation and engagement with the Foundations.
- Successfully executed signature events for both Foundations resulting in record-breaking attendance and revenue, exceeding previous years' results, specifically a 1000% increase for the University Medical Center of El Paso Foundation
- Planned and coordinated corporate and community partner recognition events for EPCH and the Foundation while working closely with City, County and State elected officials to ensure attendance and knowledge of impact of donated funds.
- Presented past, current and future initiatives to the University Medical Center Foundation and El Paso Children's Hospital Foundation Board of Directors.
- Served as point compliance with legal counsel for major gifts and other related key documentation relating to successful grant awards.
- Responsible for the application and drafting of new grants for the Foundation while working alongside hospital leadership to ensure policy compliance and successful administrative processing and documentation.



- Planned and coordinated large scaled fundraising events for the Foundation while working closely with corporate and nonprofit partners to ensure their support and participation resulting in year over year increase in revenue.
- Transitioning new Foundation leadership into processes, policies, and programs associated with University Medical Center and El Paso Children's Hospital Foundations.

Program Director  
El Paso Children's Hospital

July 2017-September 2019

- Responsible for over \$5.4 million in donations to the El Paso Children's Hospital Foundation to include naming rights of the Southwest University Pediatric Blood and Cancer Center, The Laura and Pat Gordon Family Neonatal Intensive Care Unit, the Westover Paul Harvey Children's Bistro and the Zachary Bowling Pediatric Outpatient Diabetes Education Services Program.
- Accountable for recruiting new donors and re-engaging former donors who had not given since the opening of the hospital in 2012. Efforts include hospital tours, patient engagement experiences, and community and personal donor engagement meetings.
- Responsible for the creation of the Giving Heart Ambassadors Fund annual campaign designed to target and engage young donors with hospital and physician leadership.
- Successful in research and submission of grant proposals and grant reporting to local and national foundations to include but not limited to fund capital equipment needs, hospital programming and feasibility study for the establishment of a human donor milk bank.
- Collaborate with hospital senior leadership to establish a strategic plan for service line growth while incorporating fund development requirements to ensure execution of all aspects of the plan.
- Oversaw the development of fundraising strategies, fundraising plan and donor relationships, including donor recognition and stewardship.
- Oversight of gift agreement negotiations with donors and final execution of the agreements.

Chief of Staff  
Office of the Mayor, City of El Paso

July 2013-June 2017

- Served as official liaison with other members of El Paso City Council, the County of El Paso Commissioners Court, the State delegation and Federal elected officials with directing and oversight of government affairs.
- Responsible for the management of City lobbyists and stewardship of City policy initiatives. · Developed and implemented policy agenda which served as guiding document for advocacy efforts on behalf of the City of El Paso.
- Served as the Mayor's key advisor and responsible for the management and implementation of Mayoral priorities tied to the City's adopted Strategic Plan and develop and manage the Mayor's key initiatives.
- Responsible for the creation, implementation, direction and funding of the *El Paso. Open for Business* campaign to include national marketing tours by El Paso and Ciudad Juarez's top elected officials and business leaders, local cluster-based industry roundtables.



- Developed and executed key outreach strategy to increase exposure of the El Paso market to national site selection consultants responsible for Fortune 500 relocation decisions. Successfully raised over \$275,000 annually in private contributions to ensure the success of the effort.
- Participated in job creation efforts with the Office of Economic Development and the Borderplex Alliance through industry recruitment and retention efforts, resulting in more than 8,100 jobs retained and created and more than \$500 million in private investment.
- Accountable for the Mayor's communication strategy, to include speeches, talking points, press releases, editorials, and formal correspondence.
- Served as chief liaison for the Mayor's Office with major corporate leadership. · Managed and oversaw of staff, budget and operating plans for the Office of the Mayor and oversee diverse project teams from multiple organizations and agencies.

Executive Director

AVANCE-El Paso, Inc.

Interim Executive Director

Assistant Executive Director

January 2011 – July 2013

October 2010 – January 2011

February 2010 – October 2010

- Responsible for all AVANCE-El Paso activities, to include management of approximately \$3,000,000 annual budget, operations, 112 staff, and AmeriCorps members, grant writing, program evaluation, and fundraising activities.
- Raised over \$7.5 million in grants, corporate and private donations during tenure with AVANCE while ensuring timely reporting to funders.
- Implemented a new fundraising plan to increase program visibility and giving amongst new and existing private donors. Planned and executed major fundraising events as well as smaller, targeted events to increase awareness and diversify funding.
- Grew annual operating budget by 50 percent—from \$2.0 million in 2009-2010 to \$3.0 million for the 2013-2014 program year. Ensured all reporting requirements were met for more than 25 federal, state and foundation grants.
- Maintained existing revenue streams, developed new funding sources, and cultivated new donors.
- Grew AVANCE locations from 17 (2010-2011) to 22 sites (2013-2014) and increased the number of AmeriCorps members from 45 to 74 serving El Paso, Austin, Dallas, and Waco chapters.
- Developed first AVANCE-El Paso strategic plan in conjunction with the Board of Directors that focused on expansion of early childhood development literacy programs, healthy families through parent-child education, and funding diversification.
- Worked collaboratively with Board of Directors, ensuring effective and timely communication with all twelve members. Established subcommittees in key focus areas to include fundraising and events, financial and audit oversight, and policy goals with the executive committee.
- Directed and supported staff in program planning, implementation, and evaluation.
- Developed and applied performance objectives and measures that resulted in productivity increases and accountability for all program staff.

Intergovernmental Affairs Coordinator



City of El Paso

November 2008 – February 2010

- Advised Mayor and City Council on funding requests and submitted legislative appropriations applications that resulted in more than \$4.25 million for City projects during one year of Federal appropriations.
- Developed and implemented plan and strategies to achieve City's goals with federal, state, and municipal legislative bodies.
- Analyzed, researched, and interpreted pending and proposed legislation, assessed impacts, and prepared recommendations to adopt effective courses of action.
- Reviewed federal and state grant announcements, assessed eligibility, and assisted in the application process.
- Managed and oversaw lobbying efforts at the state and federal levels. Responsible for contract compliance.

Senior Legislative Assistant

Office of Congressman Silvestre Reyes (TX-16), Washington, DC

Chairman, House Permanent Select Committee on Intelligence

March 2008 – Nov. 2008

- Worked extensively with healthcare leaders with the US-Mexico Border Health Commission, Texas Medical Association and El Paso County Medical Society.
- Responsible for healthcare, immigration, homeland security, and US-MX border policy analysis. · Worked closely with key government and private sector stakeholders to develop strategies to address issues of concern in the El Paso community.
- Drafted legislative proposals in response to concerns raised by the El Paso constituency, follow up measures with Committees of Jurisdiction.
- Coordinated appropriations requests, drafting and submitting materials to the House Appropriations Committee, and working with Committee staff in support of these requests.

Legislative Assistant

December 2006 – March 2008

Legislative Aide/Special Projects Coordinator

December 2004 – December 2006

Staff Assistant

July 2004 – December 2004

- Responsible for managing healthcare, homeland security, immigration, judiciary, labor, transportation, and US-MX border legislative policy.
- Assisted with preparing public relations messages to be used for media while also using materials for purposes of outreach to the constituency.
- Responsible for the execution and direction annual national conferences featuring US Secretary of Homeland Security, US Secretary of Health and Human Services, Director of the Central Intelligence Agency, US Ambassador to Mexico, and the Mexican Ambassador to the US.
- Drafted opinion essays, speeches, floor statements, Congressional testimony, and memoranda.

National Fundraiser

Reyes Committee, Inc. and BEST PAC

October 2006 – November 2008



- Responsible for tripling annual fundraising efforts resulting in an approximate \$2.5 million for re election efforts.
- Established and implemented a fundraising to create a robust campaign war chest, enabling select committee appointments, expanded marketing, increased national exposure, and participation in policy discussions on international security.
- Settled a debt of \$300,000 to the Democratic Congressional Campaign Committee, allowing for the Congressman's appointment as Chairman to the House Permanent Select Committee on Intelligence after the Democratic Party regained a majority in the House.
- Planned and executed monthly fundraisers in the Washington, DC metro area featuring donors in key focus areas including but not limited to healthcare, education, and defense.

## EDUCATION

UTHealth Houston School of Public Health, El Paso, TX  
Masters of Public Health, Healthcare Management

September 2022-May 2024

University of Arizona, Tucson, AZ

May 2004

Bachelor of Science in Chemistry

Academic Honors: President and Member of Phi Eta Sigma National Honor Society, Dean's List

## CONTINUING EDUCATION:

Association of Healthcare Philanthropy Madison Institute July 2019, 2022, 2023, 2024

Harvard University, John F. Kennedy School of Government,

Project on Municipal Innovation July 2013-June 2017

Paso del Norte Health Foundation REALIZE Leadership Training 2011-2012

University of Texas Austin, Institute for Public School Initiatives July 2012

## AWARDS AND PRESENTATIONS

- New York Life's Love Takes Action Award Recipient (1 of 35 nationwide), November 2020
- Speaker, Grantmakers for Children, Youth and Families 2012 Annual Conference (October 2012)
- Semifinalist, 2012 National American Express NGen Leadership Award (2012)
- Guest Lecturer, The University of Texas at El Paso (October 2011, March 2012)
- Testified before the Texas Senate Committee on Health & Human Services regarding Department of Family and Protective Services regulations, Austin, TX (May 2011)
- Testified before the Texas House Committee on Human Services regarding Department of Family and Protective Services regulations, Austin, TX (April 2011)
- Presenter, National Center on Family Literacy, Louisville, KY (April 2011)
- Panelist, National Immigration Integration Conference, Boston, MA (September 2010)
- Service and Dedication Award, Border Health Caucus (2009)

## PROFESSIONAL AND COMMUNITY AFFILIATIONS



- War Eagle Museum Board of Directors (April 2024-present)
- El Paso History Museum Foundation Board of Directors (October 2022-present)
- Progress321 Board of Directors (April 2022-present)
- Aspen Institute Fellow (November 2020-present)
- Boys and Girls Club Foundation Board of Directors (February 2019-present) · U.S. Global Leadership Coalition, Advisory Board (November 2015- present)
- The Executive Forum (October 2011- February 2023)
  - *Advisory Board (May 2012-May 2013, May 2014-July 2015), VP Programs (July 2015-June 2016)*
- IDEA Public Schools El Paso Regional Board of Directors (April 2020-June 2022)
- Latino Victory Project National Advisory Board (June 2015-November 2020)
- Border Trade Alliance (Vice Chair January 2016-June 2017, Member November 2013-June 2018)
- The Hospitals of Providence East Campus Governing Board (March 2014-July 2018)
- USO Advisory Council (March 2014-June 2015)
- Braden Aboud Foundation Board of Directors (January 2011-December 2015)
  - *Chair, Volunteer Recruitment (September 2010-December 2014)*
- El Paso Collaborative Housing Development Corporation, Treasurer (September 2011-October 2014)
- City of El Paso Fair Housing Task Force, Chairman (April 2011-July 2013)
- Paso del Norte Group (October 2011-January 2013)
  - *Member, Education Committee & Member, Arts & Culture Committee*
- Association of Fundraising Professionals (2010 – August 2011)
  - *Chair, Public Relations (2011)*
- The Women's Fund of El Paso Board of Directors (February 2010 – January 2013)
  - *The Power of the Purse 2012 Co-Chair & The Power of the Purse 2010 Committee Co-Chair*
- El Paso Symphony Orchestra CATS Committee (2010-2013)
- Junior League of El Paso (2009-2012)
- Greater El Paso Chamber of Commerce (2004-July 2013)
  - *Chairman, El Paso Days in Austin Legislative Trip (2012), Member, Healthcare Council (2004-2008), Member, Government Relations Division Executive Committee (2010-2013) & Member, Education & Workforce Committee (2011-2013)*





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 25-281, Version: 1**

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

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

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

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

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

#### **AGENDA LANGUAGE:**

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

Melisa Guevara to the Bond Overview Advisory Committee by Representative Alejandra Chávez, District 1.





## Board Appointment Form

City Clerk's Office

Appointing Office	Alejandra Chávez, District 1
Agenda Placement	Regular
Date of Council Meeting	02/25/25
Name of Board	Bond Overview Advisory Committee
Agenda Posting Language	
Appointment of Melisa Guevara to the Bond Overview Advisory Committee by Representative Alejandra Chávez, District 1.	
Appointment Type	Regular
Member Qualifications	
Ms. Melisa Guevara has over 20 year's experience in public accounting with diverse client exposure, specifically including governmental, nonprofit, financial institution, construction industries, private industries, and healthcare. Ms. Guevara is a reviewing partner/manager on approximately 50 audits throughout the year that require regulatory oversight from various federal agencies. Ms. Guevara holds a B.B.A. in Accounting and a Master of Accounting, Audit concentration.	
Nominee Name	Melisa Guevara
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	John Moye
Reason for Vacancy	Resigned
Date of Appointment	02/25/25
Term Begins On	01/01/25
Term Expires On	12/31/28
Term	First Term



## **MELISA GUEVARA, CPA**

<b>CERTIFICATION</b>	<b><u>Certified Public Accountant</u></b> licensed by the State of Texas.
<b>MEMBERSHIP</b>	American Institute of Certified Public Accountants Texas Society of Certified Public Accountants El Paso Chapter of the Texas Society of Certified Public Accountants
<b>EXPERIENCE</b>	<b><u>Peña Briones McDaniel &amp; Co., P.C. – Principal/Shareholder</u></b>  Over twenty years of experience in public accounting with diverse client exposure, specifically including governmental, nonprofit, financial institution, construction industries, private industries, and healthcare.  Reviewing partner/manager on approximately 50 audits throughout the year. This includes audits that require regulatory oversight from various federal agencies. Review the details of the financial reports to have all compliance issues addressed. Perform the critical review of financial statements and workpapers to ensure that all standards, internal and external policies, and regulatory issues are followed.
<b>EDUCATION</b>	B.B.A. in Accounting and a Master of Accounting, Audit concentration from the University of Texas at El Paso.  Attends numerous continuing education seminars and courses in the following areas: <ul style="list-style-type: none"><li>• Governmental, non-profit and fund accounting, including federally assisted programs.</li><li>• Financial institution accounting.</li><li>• Current updates of technical nature in audit, tax, and advisory service.</li></ul>
<b>COMMUNITY</b>	Ms. Guevara serves as a member of the Supervisory Committee for Greater El Paso Credit Union (GECU).





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 25-259, Version: 1**

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

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

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

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

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

#### **AGENDA LANGUAGE:**

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

Gabriel Gonzalez to the Regional Renewable Energy Advisory Council by Representative Alejandra Chávez, District 1.





## Board Appointment Form

City Clerk's Office

<b>Appointing Office</b>	Alejandra Chávez, District 1
<b>Agenda Placement</b>	Regular
<b>Date of Council Meeting</b>	02/25/25
<b>Name of Board</b>	Regional Renewable Energy Advisory Council
<b>Agenda Posting Language</b>	
Appointment of Gabriel Gonzalez to the Regional Renewable Energy Advisory Council by Representative Alejandra Chávez, District 1.	
<b>Appointment Type</b>	Regular
<b>Member Qualifications</b>	
Mr. Gonzalez has over 10 years' experience in construction management to include various sustainability goals and LEED certification requirements. Mr. Gonzalez holds several certifications to include both professional Certified Construction Manager (CCM) and Certified Healthcare Constructor (CHC). He holds a Bachelor of Science in Construction Engineering with experience in projects to include photovoltaic planning and design, HVAC infrastructure upgrades and various modernization projects.	
<b>Nominee Name</b>	Gabriel Gonzalez
<b>Nominee Email Address</b>	
<b>Nominee Residential Address</b>	
<b>Nominee Primary Phone Number</b>	
<b>Residing District</b>	District 1
<b>City Employed Relatives</b>	N/A
<b>Board Membership</b>	
N/A	
<b>Real estate owned in El Paso County</b>	
<b>Previous Appointee</b>	Howard Pearlmutter
<b>Reason for Vacancy</b>	Term Expired
<b>Date of Appointment</b>	02/25/25
<b>Term Begins On</b>	03/03/25
<b>Term Expires On</b>	03/03/27
<b>Term</b>	First Term



Mr. Gabe Gonzalez is an experienced Senior Project Manager with a managed portfolio of \$325 M+ in total project costs for a variety of private clients and public institutions. His project portfolio includes project sectors of healthcare, municipal, county, state, and federal governments, higher education, K-12, aviation, multi-family, and building infrastructure. Bundled with extensive leadership and interpersonal skills, Mr. Gonzalez thrives in managing complex assignments from planning and design through project closeout.

GABE GONZALEZ, CCM



Years of Experience  
11

Turner & Townsend Heery – El Paso, Texas

Senior Project Manager, September 2024 – Current

- Prepare and manage Design-Build RFP development
- Division 1 specification development
- Government agency coordination and management
- Project documentation workflow management
- Project pre-planning coordination and engineering studies

Education

B.S., Construction Engineering  
Minor, Mathematics  
Texas Tech University

Certifications/Organizations

Certified Construction Manager (CCM)  
Certified Healthcare Constructor (CHC)  
OSHA – 30 Hour Certification  
CMAA – CM Practitioner Member  
ASHE – Associate Member  
TAHFM – Associate Member

Broadbuss & Associates – El Paso, Texas

Project Manager, April 2019 – September 2024

- Prepare and manage RFQ and RFP solicitations in compliance with governing procurement policies
- Develop and manage total project budgets including construction, FF&E, and design costs
- Review and process contractor change proposals, pay applications, and change orders
- Outline and implement QA procedures to ensure field QC requirements are being adhered to
- Develop, coordinate and execute post-construction activation schedules
- Present monthly program presentations to the Owner’s Governance Boards and individual sub-committees
- Provide project status updates to the Owner’s Administration representative through reporting and meetings

Petra – Lubbock, Texas

Construction Project Manager, August 2017 – April 2019

Assistant Project Manager, August 2015 – August 2017

- Define and develop project scope through coordination with project stakeholders
- Direct SD and DD meetings with design team, including major equipment vendors
- Develop and maintain documentation relative to outstanding issues, submittals, and RFI’s
- Coordinate design implementation and installation activities with medical equipment vendors
- Review and execute contractor proposals, pay applications, and change orders
- Perform QA reviews of construction progress and provide direction for proper remediation
- Direct facility master planning including evaluation of existing facilities and MEP systems

ADAMS Management Services Corporation – Lubbock, Texas

Associate Project Manager, November 2014 – July 2015

- Review contractor construction plans including constructability issues and trade contractor coordination
- Perform QA reviews and safety monitoring at job sites in coordination with the GC
- Coordinate delivery and installation of furniture and healthcare equipment items
- Review and execute contractor pay application and change orders
- Develop and execute occupant transition schedules per Owner’s needs

Texas Department of Transportation - El Paso, Texas

Engineering Technician I, June 2014 – August 2014

- Inspection of construction methods and workmanship via State of Texas quality control program



- Process construction-related documents and maintain project records
- Obtain material samples for analysis and perform lab testing
- Attend weekly project meetings and assist in communication between the Contractor and inspectors

## Relevant Project Experience

<b>GSA Bridge of the Americas Land Port of Entry (2024 - Current)</b> Multi-level Modernization Project (250k SF)   Ground Up   \$650 M	<b>El Paso, Texas</b>
<b>Desert Commons West Multifamily Development (2023 - Current)</b> 271 Unit Class A Multifamily Complex (345k SF)   Ground Up   \$50.2 M	<b>El Paso, Texas</b>
<b>El Paso International Airport (2023 - 2024)</b> Ceiling & Lighting Replacement (243k SF)   Renovation   \$15.0 M Hangar Renovation (15k SF)   Renovation   \$2.5 M	<b>El Paso, Texas</b>
<b>City of El Paso Eastside Regional Command Center (2023 - 2024)</b> El Paso Police Command Center (41k SF)   Ground Up   \$34.3 M	<b>El Paso, Texas</b>
<b>University of Texas - El Paso (2022 - 2024)</b> ARPA 6 – Infrastructure Upgrades   Upgrades   \$1.9 M	<b>El Paso, Texas</b>
<b>University of New Mexico Hospital Program (2021 – 2024)</b> Critical Care Patient Tower (685k SF)   Ground Up   \$631.5 M Parking Garage & CUP (558k SF)   Ground Up   \$120.6 M	<b>Albuquerque, New Mexico</b>
<b>La Nube Children’s Museum (2020 to 2024)</b> Children’s Museum (77k SF)   Ground Up   \$70.2 M	<b>El Paso, Texas</b>
<b>El Paso Leadership Academy (2020 to 2021)</b> 6-12 Charter School Campus (71k SF)   Planning & Design   \$14.5 M	<b>El Paso, Texas</b>
<b>University Medical Center of El Paso 2013 Bond Program (2019 – 2020)</b> Pharmacy Upgrades (1.7k SF)   Renovation   \$1.0 M Cath Labs 1 & 2 (2k SF)   Renovation   \$3.3 M East Emergency Department (11.5k SF)   Expansion   \$7.3 M Northeast Emergency Department (10.8k SF)   Ground Up   \$8.0 M Interventional/EP Lab (2.6k SF)   Renovation   \$5.3 M	<b>El Paso, Texas</b>
<b>Covenant Children’s Hospital Master Planning &amp; Renovations (2018 to 2019)</b> 5th Floor   Renovation   \$4.4 M Master Plan   Planning & Design   \$60 M	<b>Lubbock, Texas</b>
<b>Covenant Health Capital Plan Projects (2014 – 2019)</b> Lifestyle Centre   Renovation & Addition   \$8.1 M Joe Arrington Cancer Center   Renovation & Addition   \$31.2 M Medical Center East 6 – CICU   Renovation   \$5.2 M Medical Center East 7 – Oncology   Renovation   \$5.5 M Employee Services Building   Renovation   \$1.5M Executive Suite   Renovation   \$1.2 M Data Center   Finish-Out   \$964 K Medical Center OR & Cath Labs MEP Upgrades   Planning & Design   \$4.5 M	<b>Lubbock, Texas</b>





Legislation Text

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**File #: 25-213, Version: 2**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

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**

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

*Maia O. Pasillas*

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



TAX REFUNDS OVER \$2,500  
February 25, 2025

1. Vision Precision Holdings LLC, in the amount of \$3,828.37, made an overpayment on January 21, 2025 of 2024 taxes.  
(Geo.# 1537-999-1294-7334)
2. Marc I. Medina, in the amount of \$4,886.89, made an overpayment on January 31, 2025 of 2024 taxes.  
(Geo.# A462-999-0190-6501)
3. BW JV1 LLC, in the amount of \$5,716.30, made an overpayment on December 31, 2024 of 2024 taxes.  
(Geo.# A527-999-0020-0100)
4. SDP Capital Investments, LLC, in the amount of \$5,009.32, made an overpayment on December 25, 2024 of 2024 taxes.  
(Geo.# A670-999-0070-0900)
5. Martha Carrillo, in the amount of \$2,828.60, made an overpayment on January 31, 2025 of 2024 taxes.  
(Geo.# E275-000-0070-0050)
6. Marc. I. Medina, in the amount of \$4,704.42, made an overpayment on January 31, 2025 of 2024 taxes.  
(Geo.# A462-999-0190-6500)
7. Moises Gandara, in the amount of \$6,952.64, made an overpayment on January 6, 2025 of 2024 taxes.  
(Geo.# H453-999-0410-3400)
8. Jose Luis Ortega & Blanca E Ortega, in the amount of \$13,317.38, made an overpayment on January 24, 2025 of 2024 taxes.  
(Geo.# S332-999-0040-1700)
9. Santiago H Portas, in the amount of \$6,403.94, made an overpayment on January 28, 2025 of 2024 taxes.  
(Geo.# S986-000-0010-3200)
10. Santiago H Portas, in the amount of \$6,318.39, made an overpayment on January 28, 2025 of 2024 taxes.  
(Geo.# S986-000-0010-3250)
11. Santiago H Portas, in the amount of \$11,924.64, made an overpayment on January 28, 2025 of 2024 taxes.  
(Geo.# S986-000-0020-0200)
12. Santiago H Portas, in the amount of \$12,122.38, made an overpayment on January 28, 2025 of 2024 taxes.  
(Geo.# T287-999-4650-2000)
13. Eduardo Pinal, in the amount of \$3,161.84, made an overpayment on January 21, 2025 of 2024 taxes.  
(Geo.# V893-999-0830-2700)




TAX REFUNDS OVER \$2,500  
February 25, 2025

14. Roberto Rodriguez, in the amount of \$6,246.26, made an overpayment on January 17, 2025, of 2024 taxes.  
(Geo.# V893-999-1670-1100)

---

Laura D. Prine  
City Clerk

  
\_\_\_\_\_  
Maria O. Pasillas, RTA  
Tax Assessor Collector



OP  
+2500 ✓

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

TAX OFFICE  
RECEIVED

JAN 30 2025

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: VISION PRECISION HOLDINGS LLC ✓		Phone: HOME: WORK: 5614676246		Property ID# (One application per account) 653921	
Address (mail refund to :) salesandlocaltax@nowoptics.com		Property Address: And/or Legal Description: 1615 S. CONGRESS AVE., SUITE 105, DELRAY BEACH, FL 33445 ✓			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2024	January 21, 2025	6671268		3,828.37	3,828.37 ✓
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)				3,828.37	3,828.37

(City Council approval required if over \$2,500)

**REQUIRED:** Copy of original receipt, front & back of negotiated check, OR  
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT: We were Trying to pay different accounts but looks like we were charged twice in a single account.

"I certify that information given to obtain this refund is true and correct."

Ricardo Salgado Date: 1/30/2025 ✓

Requestor signature: \_\_\_\_\_

Ricardo Roman Salgado Hernandez Accounting Specialist

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.  
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:	(✓) REFUND APPROVED ✓
Tax Office Approval: <u>func 1/31/25</u> <u>N.H.</u>	Date: <u>1-30-25</u>
(Placed on City Council Agenda over \$2,500)	
<input type="checkbox"/> DISAPPROVED <input type="checkbox"/> Returned to sender <input type="checkbox"/> See below/attached	
<input type="checkbox"/> Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.	
<input type="checkbox"/> Record of overpayment not found on this property.	
<input type="checkbox"/> Property not found as identified, resubmit after correction.	
<input type="checkbox"/> Other: _____	



OP  
+2500

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

TAX OFFICE  
RECEIVED

FEB 05 2025

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To:  Marc I. Medina		Phone: HOME: 915-258-8342 WORK:		Property ID# (One application per account)  386307	
Address (mail refund to :)  2915 Wheeling Ave, El Paso, TX 79930		Property Address: And/or Legal Description: 1310 N. Florence Street, El Paso, TX 79902 / 19 ALEXANDER 14 & 15			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2024	2025-01-31	N/A		\$4886.89	\$4886.89
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR  
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT: Submitted two payments by mistake from my Flagstar Bank checking account.

\*Legal Description: 19 ALEXANDER 14 & 15 (3104 SQ FT)

"I certify that information given to obtain this refund is true and correct."

Marc Medina

Date: 02-05-2025

Requestor signature:

Marc I. Medina

Owner

Printed name:

Title:

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.  
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after  
the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

(✓) REFUND APPROVED

Tax Office Approval:

Date: 2-6-25

Date:

(Placed on City Council Agenda over \$2,500)

- ( ) DISAPPROVED ( ) Returned to sender ( ) See below/attached
- ( ) Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- ( ) Record of overpayment not found on this property.
- ( ) Property not found as identified, resubmit after correction.
- ( ) Other:





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

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

CITY TAX OFFICE

JAN 29 2025

BW JVI LLC  
444 EXECUTIVE CENTER BLVD  
EL PASO, TX 79902

Geo No. A527-999-0020-0100	Prop ID 149163
<b>Legal Description of the Property</b> 2 AMERICAS BUSINESS PARK SELY PT OF 1 (730.95' ON ST-297.49' ON NWLY-401.75' ON NELY-453.94' ON SELY) (3.9349 AC)  12251 ROJAS DR 79936  OWNER: B W JOINT VENTURE	

2024 OVERAGE AMOUNT \$5,716.30

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

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	<b>Who should the refund be issued to:</b> Name: BW JV LLC Address: 444 Executive Center Blvd Ste 124 City, State, Zip: El Paso, TX 79902 Daytime Phone No. 915 532-4517 E-Mail Address: rosea@epicenterelpaso.com															
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	<table><tr><th>Payment made by:</th><th>Check No.</th><th>Date Paid</th><th>Amount Paid</th></tr><tr><td>Electronic Check</td><td>CC006529107</td><td>12/31/2024</td><td>\$11,432.61</td></tr><tr><td colspan="4"><b>TOTAL AMOUNT PAID (sum of the above amounts)</b></td></tr></table>				Payment made by:	Check No.	Date Paid	Amount Paid	Electronic Check	CC006529107	12/31/2024	\$11,432.61	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
Payment made by:	Check No.	Date Paid	Amount Paid													
Electronic Check	CC006529107	12/31/2024	\$11,432.61													
<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>																
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	<b>Please check one of the following:</b> <table><tr><td><input checked="" type="checkbox"/></td><td>I paid this account in error and I am entitled to the refund.</td></tr><tr><td><input checked="" type="checkbox"/></td><td>I overpaid this account. Please refund the excess to the address listed in Step 1.</td></tr><tr><td><input type="checkbox"/></td><td>I want this payment applied to next year's taxes.</td></tr><tr><td><input type="checkbox"/></td><td>This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):</td></tr></table>				<input checked="" 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):				
<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.															
<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.															
<input type="checkbox"/>	I want this payment applied to next year's taxes.															
<input type="checkbox"/>	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):															
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. ) <table><tr><td>SIGNATURE OF REQUESTOR (REQUIRED)</td><td>PRINTED NAME &amp; DATE</td></tr><tr><td></td><td>Tanny Berg 1-24-25</td></tr></table>				SIGNATURE OF REQUESTOR (REQUIRED)	PRINTED NAME & DATE		Tanny Berg 1-24-25								
SIGNATURE OF REQUESTOR (REQUIRED)	PRINTED NAME & DATE															
	Tanny Berg 1-24-25															
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N/A Date: 1-29-25																





TAX OFFICE  
RECEIVED

JAN 29 2025

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

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

SDP CAPITAL INVESTMENTS, LLC.  
615 E SCHUSTER AVE  
EL PASO, TX 79902

GP  
+2500

Geo No. A670-999-0070-0900	Prop ID 43968
Legal Description of the Property 7 ARBOUR GREEN #2 LOT 9 (4920.00 SQ FT)  3433 MIKE GODWIN DR 79936	
OWNER: SDP CAPITAL INVESTMENTS LLC	
2024 OVERAGE AMOUNT \$5,009.32	

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

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: SDP Capital Investments, LLC			
	Address: 615 E. Schuster Ave Suite 9B			
	City, State, Zip: EL PASO, TX, 79902			
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.:		E-Mail Address:	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Electronic Check	CC006474333	12/25/2024	\$5,009.32
	TOTAL AMOUNT PAID (sum of the above amounts)			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	I paid the account twice unknowingly			
	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	
JMC 1-31-25		Obed Soto 1/29/25		
TAX OFFICE USE ONLY:		By: NIK		Date: 1-29-25
<input checked="" type="checkbox"/> Approved		<input type="checkbox"/> Denied		





Credit Card  
OP  
+2500

CITY TAX OFFICE

FEB 06 2025

FW: Overpayment need refund - PID 71869

E275-000-0070-0050

From Cisneros, Luz M. <CisnerosLM@elpasotexas.gov>

Date Thu 2/6/2025 11:08 AM

To Lopez, Genesis <LopezG@elpasotexas.gov>; Montenegro, Maria D. <MontenegroMD@elpasotexas.gov>;  
Ponce, Marytzabel <PonceMX@elpasotexas.gov>

1 attachment (80 KB)

martha tax payment.jpg;

\$2828.40

Refund request.

Thank you,

**Luz M. Cisneros**

[CisnerosLM@elpasotexas.gov](mailto:CisnerosLM@elpasotexas.gov)

City of El Paso Tax Office

221 N Kansas, Suite 300

El Paso, TX 79901

(915) 212-1742

(915) 212-0108 Fax



Website: <http://www.elpasotexas.gov/tax-office>

Office Hours: Mon-Fri, 8am to 5pm

*Juc 2/7/25*

Your opinion matters! [Click here](#) to participate in a brief survey and let us know how we are doing.

*Appr ✓  
N.H.  
2-6-25*

**From:** nora magallanez <noramagz@gmail.com>

**Sent:** Wednesday, February 5, 2025 9:21 AM

**To:** CityTaxOffice <citytaxoffice@elpasotexas.gov>; Tax Forms <taxforms@elpasotexas.gov>

**Subject:** Overpayment need refund

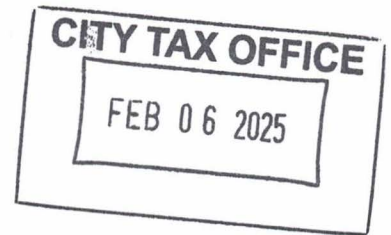
You don't often get email from [noramagz@gmail.com](mailto:noramagz@gmail.com). [Learn why this is important](#)

**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](mailto:SpamReport@elpasotexas.gov).

I am writing today because due to computer glitches my taxes were paid twice. I am requesting a refund to my bank account in the name of Martha Carrillo. My property



number is **71869**. **Address is 654 Lozano Lane, EL Paso TX 79936 my Mailing**  
**address is** PO BOX 528 SAN ELIZARIO, TX 798490528. I am disabled and it is very hard  
to get a ride to the mailbox to pick up my mail let alone go deposit a check in the bank. I  
would like an electronic transfer to my bank account. I have attached the transactions





OP  
+2500

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

CITY TAX OFFICE

FEB 06 2025

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

A462-999-0190-6500

Refund To:  Marc I. Medina	Phone: HOME: 915-258-8342 WORK:	Property ID# (One application per account)  230347		
Address (mail refund to :)  2915 Wheeling Ave, El Paso, TX 79930	Property Address: And/or Legal Description: 1312 N. Florence Street, El Paso, TX 79902/19 ALEXANDER 14 & 15*			
Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:
1. 2024	2025-01-31	N/A	\$4704.42	\$4704.42
2.				
3.				
TOTAL AMOUNT (sum of the above amounts)				

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR  
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT: Submitted two payments by mistake from my Flagstar Bank checking account.

\* Legal Description: 19 ALEXANDER 14 & 15 (HOMESITE) (3240 SQ FT)

"I certify that information given to obtain this refund is true and correct."

Marc Medina

Date: 02-05-2025

Requestor signature:

Marc I. Medina

Printed name:

Title:

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.  
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after  
the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

( ) REFUND APPROVED

Tax Office Approval:

Date:

Date:

(Placed on City Council Agenda over \$2,500)

- ( ) DISAPPROVED ( ) Returned to sender ( ) See below/attached
- ( ) Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- ( ) Record of overpayment not found on this property.
- ( ) Property not found as identified, resubmit after correction.
- ( ) Other:





CITY TAX OFFICE

JAN 28 2025

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

MOISES GANDARA  
22 GOODWIN DR  
EL PASO, TX 79902-2221

OP  
+2500

Geo No. H453-999-0410-3400	Prop ID 275546
Legal Description of the Property 41 HIGHLAND PARK 7 & 8 & PTS OF 9 TO 11 (6.67'ON ST-132.60'ON W-63.09'ON N-120'ON E) (10188.54 SQ FT)	
2215 PORTLAND AVE 79930	
OWNER: GANDARA JOSE A & ANA V	

2024 OVERAGE AMOUNT \$6,952.64

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:				
	Name: <u>Moises Gandara</u>				
	Address: <u>22 Goodwin Dr</u>				
	City, State, Zip: <u>EL Paso Texas, 79902</u>				
	Daytime Phone No.: <u>(915) 525-5783</u>		E-Mail Address: <u>moisesgandara1996@gmail.com</u>		
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:		Check No.	Date Paid	Amount Paid
	Credit Card Payment		CC006559390	01/06/2025	\$6,952.64
	<u>4266 8418 0417 3324</u>			<u>01/06/2025</u>	<u>6,952.64</u>
	TOTAL AMOUNT PAID (sum of the above amounts)				
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:				
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.				
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.				
	<input type="checkbox"/> I want this payment applied to next year's taxes.				
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )				
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE		
	<u>Moises Gandara</u>		<u>Moises Gandara 01/15/25</u>		
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <u>N.H</u>	Date: <u>1-29-25</u>	



**CITY TAX OFFICE**

FEB 03 2025

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

ORTEGA JOSE L & BLANCA E  
7085 ALAMEDA AVE  
EL PASO, TX 79915-3440

Geo No. S332-999-0040-1700	Prop ID 192464
<b>Legal Description of the Property</b> 4 SHADOW MOUNTAIN HEIGHTS RPL B LOT 17 (9724.62 SQ FT)  5824 DIAMOND POINT CIR  OWNER: ORTEGA JOSE L & BLANCA E	

OP  
+2500 ✓

2024 OVERAGE AMOUNT \$13,317.38 ✓

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

Dear Taxpayer:

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

**APPLICATION FOR PROPERTY TAX REFUND:** This application must be completed, signed, and submitted with supporting documentation to be valid.

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	<b>Who should the refund be issued to:</b> Name: Jose Luis Ortega & Blanca E Ortega ✓ Address: 5824 Diamond Point ✓ City, State, Zip: El Paso, TX 79912 ✓ Daytime Phone No.: 915 892-8028 E-Mail Address: hortega@excelmpg-ne															
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	<table><tr><td>Payment made by:</td><td>Check No.</td><td>Date Paid</td><td>Amount Paid</td></tr><tr><td>Check Payment</td><td>02378</td><td>01/24/2025</td><td>\$46,230.67</td></tr><tr><td colspan="4"><b>TOTAL AMOUNT PAID (sum of the above amounts)</b></td></tr></table>				Payment made by:	Check No.	Date Paid	Amount Paid	Check Payment	02378	01/24/2025	\$46,230.67	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
Payment made by:	Check No.	Date Paid	Amount Paid													
Check Payment	02378	01/24/2025	\$46,230.67													
<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>																
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	<b>Please check one of the following:</b> <input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund. <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓ <input type="checkbox"/> I want this payment applied to next year's taxes. <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):															
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. ) ✓ <table><tr><td><b>SIGNATURE OF REQUESTOR (REQUIRED)</b> Blanca E Ortega</td><td><b>PRINTED NAME &amp; DATE</b> Blanca E Ortega 1/30/25</td></tr></table>				<b>SIGNATURE OF REQUESTOR (REQUIRED)</b> Blanca E Ortega	<b>PRINTED NAME &amp; DATE</b> Blanca E Ortega 1/30/25										
<b>SIGNATURE OF REQUESTOR (REQUIRED)</b> Blanca E Ortega	<b>PRINTED NAME &amp; DATE</b> Blanca E Ortega 1/30/25															
<b>TAX OFFICE USE ONLY:</b>	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: NIS Date: 2-6-25															



OP ✓  
+2500

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

TAX OFFICE  
RECEIVED

JAN 29 2025

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: Santiago H Portas ✓		Phone: HOME: 915-540-3739 WORK: 915-540-3739		Property ID# (One application per account) 5926-000-0010-3200 694461	
Address (mail refund to :) 2713 Tierra Gijon Pl - El Paso - TX - 79938 ✓		Property Address: And/or Legal Description: BLK 1 SUNSET VALLEY ESTATES #1 AMENDING 32 (EXC ELY PT) (5213.05 SQ FT)			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2024	01/28/2025			6,403.94	6,403.94 ✓
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR  
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT:

The authorized withdrawal (autodraft) was not done on the proper date, but 2 days later,

what forced me to paid them to not be delayed and the after I paid them, the money was withdrawn again. Charging me twice

"I certify that information given to obtain this refund is true and correct."

Requestor signature: 

Date: 01/29/2025 ✓

Printed name: Santiago H Portas

Title:

Any person knowingly submitting false entries is subject to: (1) imprisonment of 2 to 10 years, or \$5,000 fine, or both,  
(2) imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after  
the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

(X) REFUND APPROVED

Tax Office Approval:

Date:

Date:

(Placed on City Council Agenda over \$2,500)

- ( ) DISAPPROVED ( ) Returned to sender ( ) See below/attached
- ( ) Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
  - ( ) Record of overpayment not found on this property.
  - ( ) Property not found as identified, resubmit after correction.
  - ( ) Other:



TAX OFFICE  
RECEIVED

JAN 29 2025

OP  
+2500

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To:  Santiago H Portas ✓		Phone: HOME: 915-540-3739 WORK: 915-540-3739		Property ID# (One application per account)  724564	
Address (mail refund to :)  2713 Tierra Giljon Pl - El Paso - TX - 79938 ✓		Property Address: And/or Legal Description:			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2024	01/29/2025			6,318.39	6,318.39 ✓
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					

(City Council approval required if over \$2,500)

**REQUIRED:** Copy of original receipt, front & back of negotiated check, OR  
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT:

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Date: 01/29/2025 ✓

Printed name: Santiago H Portas

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the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

✓ REFUND APPROVED

Tax Office Approval:

Date:

Date:

(Placed on City Council Agenda over \$2,500)

- ( ) DISAPPROVED ( ) Returned to sender ( ) See below/attached
- ( ) Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- ( ) Record of overpayment not found on this property.
- ( ) Property not found as identified, resubmit after correction.
- ( ) Other:



OP  
+2500

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

TAX OFFICE  
RECEIVED

JAN 29 2025

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

5986-000-0020-0200

Refund To:  Santiago H Portas		Phone: HOME: 915-540-3739 WORK: 915-540-3739		Property ID# (One application per account)  694463	
Address (mail refund to :)  2713 Tierra Gijon Pl - El Paso - TX - 79938		Property Address: And/or Legal Description: BLK 2 SUNSET VALLEY ESTATES #1 AMENDING LOT 2			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2024	01/28/2025			11,924.64	11,924.64
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR  
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT:

The authorized withdrawal (autodraft) was not done on the proper date, but 2 days later,

what forced me to paid them to not be delayed and the after I paid them, the money was withdrawn again. Charging me twice

"I certify that information given to obtain this refund is true and correct."

Requestor signature:

Date: 01/29/2025

Santiago H Portas

Printed name:

Title:

Any person knowingly submitting false entries is subject to: (1) imprisonment of 2 to 10 years, or \$5,000 fine, or both  
(2) imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after  
the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (e)).

TAX OFFICE Entry:

(✓) REFUND APPROVED

Tax Office Approval:

Date:

Date:

(Placed on City Council Agenda over \$2,500)

- ( ) DISAPPROVED ( ) Returned to sender ( ) See below/attached
- ( ) Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- ( ) Record of overpayment not found on this property.
- ( ) Property not found as identified, resubmit after correction.
- ( ) Other:



TAX OFFICE  
RECEIVED

JAN 29 2025

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

OP ✓  
+2500

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To:  Santiago H Portas ✓		Phone: HOME: 915-540-3739 WORK: 915-540-3739		Property ID# (One application per account)  683969	
Address (mail refund to :)  2713 Tierra Gijon Pl - El Paso - TX - 79938 ✓		Property Address: And/or Legal Description: BLK 465 TIERRA DEL ESTE #73 LOT 20			
Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:	
1. 2024	01/28/2025		12,122.38	12,122.38 ✓	
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					

(City Council approval required if over \$2,500)

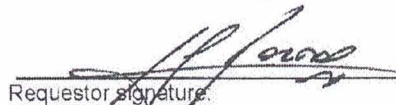
REQUIRED: Copy of original receipt, front & back of negotiated check, OR  
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT:

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"I certify that information given to obtain this refund is true and correct."

Requestor signature: 

Date: 01/29/2025 ✓

Printed name: Santiago H Portas

Title:

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(2) imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after  
the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

(✓) REFUND APPROVED

Tax Office Approval: 

Date:

1-30-25 ✓

Date:

(Placed on City Council Agenda over \$2,500)

- ( ) DISAPPROVED ( ) Returned to sender ( ) See below/attached
- ( ) Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- ( ) Record of overpayment not found on this property.
- ( ) Property not found as identified, resubmit after correction.
- ( ) Other:

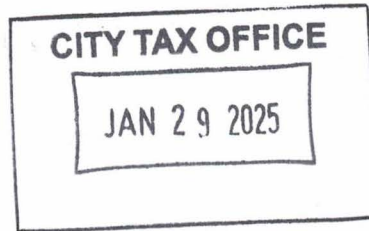




MARIA O. PASILLAS, RTA  
CITY OF EL PASO TAX ASSESSOR COLLECTOR  
221 N. KANSAS, STE 300  
EL PASO, TX 79901

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

EDUARDO PINAL  
10948 ART WALL DR  
EL PASO, TX 79936



Geo No. V893-999-0830-2700	Prop ID 378648
Legal Description of the Property 83 VISTA DEL SOL LOT 14  10948 ART WALL DR 79936	
OWNER: PINAL EDUARDO	

2024 OVERAGE AMOUNT \$3,161.84

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Eduardo Pinal</u>			
	Address: <u>10948 Art wall Dr.</u>			
	City, State, Zip: <u>EL PASO, TX 79936</u>			
	Daytime Phone No.: <u>915 433-0038</u>		E-Mail Address: <u>epinal.elp@gmail.com</u>	
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Credit Card Payment <input checked="" type="checkbox"/>	CC006671793	01/21/2025	\$3,161.84
	TOTAL AMOUNT PAID (sum of the above amounts)			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<u>[Signature]</u>		EDUARDO PINAL 1-27-2025	
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <u>N.H.</u>	Date: <u>1-29-25</u>



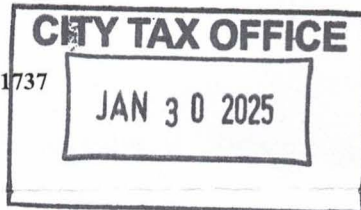


MARIA O. PASILLAS, RTA  
CITY OF EL PASO TAX ASSESSOR COLLECTOR  
221 N. KANSAS, STE 300  
EL PASO, TX 79901

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

Geo No. V893-999-1670-1100	Prop ID 163241
Legal Description of the Property 167 VISTA DEL SOL #29 LOT 6  1620 BERT GREEN DR 79936	
OWNER: RODRIGUEZ RICARDO	

ROBERTO RODRIGUEZ  
4937 PADDOCK PL.  
RANCHO CUCAMONGA, CA 91737



2024 OVERAGE AMOUNT \$6,246.26 ✓

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:				
	Name: <u>Roberto Rodriguez</u> ✓				
	Address: <u>4937 Paddock Pl</u> ✓				
	City, State, Zip: <u>Rancho Cucamonga Ca. 91737</u> ✓				
	Daytime Phone No.: <u>(951) 660-3167</u>		E-Mail Address: <u>Robtorodriguez19662@gmail.com</u>		
<b>Step 2. Provide payment information.</b> Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:		Check No.	Date Paid	Amount Paid
	Credit Card Payment ✓		CC006644678	01/17/2025	\$6,246.26
	<u>Visa</u>				
	TOTAL AMOUNT PAID (sum of the above amounts)				
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:				
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.				
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.				
	<input type="checkbox"/> I want this payment applied to next year's taxes.				
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. ( If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10. )				
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE		
	<u>[Signature]</u>		<u>Roberto Rodriguez</u>		
			<u>Roberto Rodriguez 19662@gmail.com</u>		
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <u>N.H.</u>	Date: <u>01/26/2025</u>	



ATTACHMENT A  
TAX REFUNDS OVER \$2,500  
February 25, 2025

1. Vision Precision Holdings LLC, in the amount of \$3,828.37, made an overpayment on January 21, 2025 of 2024 taxes.  
(Geo.# 1537-999-1294-7334)
2. Marc I. Medina, in the amount of \$4,886.89, made an overpayment on January 31, 2025 of 2024 taxes.  
(Geo.# A462-999-0190-6501)
3. BW JV1 LLC, in the amount of \$5,716.30, made an overpayment on December 31, 2024 of 2024 taxes.  
(Geo.# A527-999-0020-0100)
4. SDP Capital Investments, LLC, in the amount of \$5,009.32, made an overpayment on December 25, 2024 of 2024 taxes.  
(Geo.# A670-999-0070-0900)
5. Martha Carrillo, in the amount of \$2,828.60, made an overpayment on January 31, 2025 of 2024 taxes.  
(Geo.# E275-000-0070-0050)
6. Marc. I. Medina, in the amount of \$4,704.42, made an overpayment on January 31, 2025 of 2024 taxes.  
(Geo.# A462-999-0190-6500)
7. Moises Gandara, in the amount of \$6,952.64, made an overpayment on January 6, 2025 of 2024 taxes.  
(Geo.# H453-999-0410-3400)
8. Jose Luis Ortega & Blanca E Ortega, in the amount of \$13,317.38, made an overpayment on January 24, 2025 of 2024 taxes.  
(Geo.# S332-999-0040-1700)
9. Santiago H Portas, in the amount of \$6,403.94, made an overpayment on January 28, 2025 of 2024 taxes.  
(Geo.# S986-000-0010-3200)
10. Santiago H Portas, in the amount of \$6,318.39, made an overpayment on January 28, 2025 of 2024 taxes.  
(Geo.# S986-000-0010-3250)
11. Santiago H Portas, in the amount of \$11,924.64, made an overpayment on January 28, 2025 of 2024 taxes.  
(Geo.# S986-000-0020-0200)
12. Santiago H Portas, in the amount of \$12,122.38, made an overpayment on January 28, 2025 of 2024 taxes.  
(Geo.# T287-999-4650-2000)
13. Eduardo Pinal, in the amount of \$3,161.84, made an overpayment on January 21, 2025 of 2024 taxes.  
(Geo.# V893-999-0830-2700)




TAX REFUNDS OVER \$2,500  
February 25, 2025

14. Roberto Rodriguez, in the amount of \$6,246.26, made an overpayment on January 17, 2025, of 2024 taxes.  
(Geo.# V893-999-1670-1100)

---

Laura D. Prine  
City Clerk

  
\_\_\_\_\_  
Maria O. Pasillas, RTA  
Tax Assessor Collector





Legislation Text

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File #: 25-196, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of December 21, 2024 - January 20, 2025 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.



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



DEPARTMENT: City Manager's Office

AGENDA DATE: 2/25/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Bonnie Cordova

PHONE NUMBER: (915) 212-1412

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 6. Set the Standard for Sound Governance and Fis

SUBGOAL: N/A

**SUBJECT:** For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of December 21, 2024 – January 20, 2025 for Mayor, City Council Representatives, City Attorney's Office, City

**BACKGROUND / DISCUSSION:**

Per FY 2025 Budget Resolution, all Special Projects, Discretionary and P-Card transactions will be posted monthly to the City Council Agenda for notation and to the City's website to include the Mayor, City Council Representatives, City Attorney's Office. City Manager's Office and staff expenditures under this section shall adhere with all relevant city and

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Bonnie Cordova

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



**Mayor and Council  
P-Card Transactions**

**12/21/2024 - 01/20/2025**

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	1/17/2025	\$ 45.00	TML's legislative staff will brief on issues likely to be priorities in the 89th Legislative Session
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	1/17/2025	\$ 45.00	TML's legislative staff will brief on what happens in first two months of the 89th Legislative
CITY ATTORNEY	Garcia Sandra	Apta	1/14/2025	\$ 859.00	Legal Affairs Seminar hosted by the American Public Transportation Association
CITY ATTORNEY	Garcia Sandra	Southwes	1/14/2025	\$ 289.95	Legal Affairs Seminar hosted by the American Public Transportation Association
CITY ATTORNEY	Garcia Sandra	Office Depot #223	1/13/2025	\$ 78.90	emergency supplies to present end of year CAO presentation to council members
CITY ATTORNEY	Garcia Sandra	Fsp*state Bar Of New Mexi	1/10/2025	\$ 453.20	for Attorney CGB to renew license in New Mexico, the City of El Paso has an active litigation case in New Mexico
CITY ATTORNEY	Garcia Sandra	Notary Public Underwrite	1/3/2025	\$ (116.95)	reimbursement for Notary Public license for Salina Roman
CITY ATTORNEY	Nieman Karla	Sq *healthy Bite	1/10/2025	\$ 94.56	The City of El Paso delivered an onboarding training for New City Council members. As part of the training the Office of the City Attorney presents a module about the legal processes
CITY ATTORNEY	Nieman Karla	Sq *healthy Bite	1/10/2025	\$ 19.49	The City of El Paso delivered an onboarding training for New City Council members. As part of the training the Office of the City Attorney presents a module about the legal processes
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	1/17/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	1/15/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	1/13/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	1/13/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	1/13/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	1/9/2025	\$ 7.50	Fee for uploading documents to the AG portal.



**Mayor and Council  
P-Card Transactions**

**12/21/2024 - 01/20/2025**

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	1/9/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	1/8/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	1/2/2025	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	12/20/2024	\$ 7.50	Fee for uploading documents to the AG Portal.
CITY MANAGER	Albright Paul.D	Southwes	1/10/2025	\$ 308.96	Approved Travel to Austin to attend El Paso Days
CITY MANAGER	Albright Paul.D	Htl*doubletreebyhi	1/8/2025	\$ 832.19	Hotel for approved travel to DC for the MSEP Conference
CITY MANAGER	Albright Paul.D	Southwes	1/7/2025	\$ 481.35	Approved Travel to DC for Military Spouse Employment Program Annual Conference
CITY MANAGER	Argumedo Angel	Southwes	1/9/2025	\$ 308.96	Southwest flight for Mario D'Agostino for El Paso Days in Austin.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	1/17/2025	\$ 45.43	Captions and subtitles for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Eig	1/14/2025	\$ 179.04	E-newsletter for District 1 Outreach to constituents.
CITY MANAGER	Cruz-Acosta Laura	Zoom.Com 888-799-9666	1/11/2025	\$ 15.99	Communication program to conduct media interviews.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	1/10/2025	\$ 45.43	Captions and subtitles for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	1/7/2025	\$ 38.94	Captions and subtitles for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Eig	1/7/2025	\$ 628.00	E-newsletter for community outreach and City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Michaels Stores 1068	1/4/2025	\$ 188.32	Swearing-in Ceremony Promotion.



**Mayor and Council  
P-Card Transactions**

12/21/2024 - 01/20/2025

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY MANAGER	Cruz-Acosta Laura	Office Depot #223	1/4/2025	\$ 30.99	Swearing-in Ceremony Promotion.
CITY MANAGER	Cruz-Acosta Laura	Facebk *n98q9hcvk2	1/1/2025	\$ 45.10	Social media outreach for ESD Holiday Schedule.
CITY MANAGER	Cruz-Acosta Laura	Facebk *yte58hquk2	1/1/2025	\$ 32.46	Social media outreach for ESD Holiday Schedule.
CITY MANAGER	Cruz-Acosta Laura	Facebk *aswlhluuk2	12/30/2024	\$ 175.00	Social media outreach for ESD Holiday Schedule.
CITY MANAGER	Cruz-Acosta Laura	Facebk *nqgb9gluk2	12/24/2024	\$ 175.00	Promotion of ESD's holiday service hours and updated pick up.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/20/2024	\$ 97.35	Subtitles and captions for City TV programming services.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	12/20/2024	\$ 51.92	Subtitles and captions for City TV programming services.
CITY MANAGER	Esquivel Luz	Southwes	1/17/2025	\$ 926.88	Airfare to attend El Paso Days in Austin, TX in February 17-20, 2025. Robert Cortinas has given approval for bookings prior to TRF approved.
CITY MANAGER	Esquivel Luz	El Paso Ch* Inv-4667	1/17/2025	\$ 2,500.00	Registration to attend El Paso Days in Austin, TX in February 17-20, 2025. Robert Cortinas has given approval for bookings prior to TRF approved.
CITY MANAGER	Esquivel Luz	Canva* I04396-56810104	1/16/2025	\$ 12.99	Pay invoice for District 3 office as the Representative and staff has not received their PCard. New Council Member. This is for making flyers for the meetings for the public and to add in the newsle
CITY MANAGER	Esquivel Luz	El Paso Ch* Inv-4686	1/16/2025	\$ 1,250.00	Registration to attend El Paso Days in Austin, TX in February 17-20, 2025. Robert Cortinas has given approval for bookings prior to TRF approved.
CITY MANAGER	Esquivel Luz	Southwes	1/14/2025	\$ 329.96	pay for District 5 employee that will be traveling to attend El Paso Days in Austin, TX in February 17. District 5 office has not received their pcard as of yet. i am the travel hub and pd the fligh
CITY MANAGER	Esquivel Luz	Southwes	1/14/2025	\$ 329.96	Purchase airline ticket for District 1 Rep, as they do not have a PCard yet. Travel to Austin TX to attend El Paso Days in Austin TX. Approval is in the backup.
CITY MANAGER	Esquivel Luz	Hobby-Lobby #0221	1/11/2025	\$ 139.79	Framing of the front page newspaper clipping that was restored and will be hung up at City Hall 2nd floor
CITY MANAGER	Esquivel Luz	In *michael Voigt	1/8/2025	\$ 907.25	signs with new Council Members name to go over their offices



**Mayor and Council  
P-Card Transactions**

**12/21/2024 - 01/20/2025**

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY MANAGER	Esquivel Luz	Big Media	1/6/2025	\$ 40.52	had a newspaper front page clipping restored in full color. Photo to be placed at City Hall 2nd floor. there was a debit card charge of \$1.37.
CITY MANAGER	Esquivel Luz	Regency Printing Inc	1/6/2025	\$ 245.00	Printing of the Strategic Planning Booklet for the New Council Members.
CITY MANAGER	Esquivel Luz	Regency Printing Inc	1/6/2025	\$ 185.00	Printed a program for the swearing-in ceremony for the new City Council members.
CITY MANAGER	Isaias Ricardo	Apple.Com/Bill	12/26/2024	\$ 9.99	Extra storage for videos and photos for City iPhone. Storage is needed to maintain photos and videos of City events archived for future use for CITY TV use.
CITY MANAGER	Sepulveda Denice	Survey Methods Llc	1/13/2025	\$ 441.00	The annual charge for total city Surveys. Data will be transferred to another platform in FY 2026. Approved by Roman Sanchez
DISTRICT 01	Saucedo Lizette	Eig	1/3/2025	\$ (469.00)	Refund request for \$469.00 that has to be approved by a manger at Constant Contact.
DISTRICT 02	Carlos Diego	El Paso Ch* Inv-4654	1/16/2025	\$ 1,250.00	El Paso Days registration fee for staff
DISTRICT 02	Carlos Diego	Southwes	1/9/2025	\$ 154.48	Travel to Austin for El Paso Days
DISTRICT 02	Carlos Diego	Southwes	1/9/2025	\$ 154.48	Travel to Austin for El Paso Days
DISTRICT 02	Carlos Diego	Southwes	1/9/2025	\$ 154.48	Travel to Austin for El Paso Days
DISTRICT 02	Carlos Diego	Office Depot #195	1/3/2025	\$ 134.03	Office supplies
DISTRICT 02	Carlos Diego	Canva* I04385-55140476	1/3/2025	\$ 14.99	For promotional materials
DISTRICT 02	Carlos Diego	Mailchimp	1/3/2025	\$ 26.50	Newsletter service
DISTRICT 03	Hernandez Cassandra	Eig	1/5/2025	\$ 56.00	Monthly charge for email distribution service for D3 office newsletter.
DISTRICT 03	Hernandez Cassandra	Gannett Media Co	1/2/2025	\$ 15.98	Monthly charge for digital newspaper subscription for D3 office.



**Mayor and Council  
P-Card Transactions**

**12/21/2024 - 01/20/2025**

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 03	Hernandez Cassandra	Zoom.Com 888-799-9666	12/29/2024	\$ 15.99	Monthly charge for video conference service for D3 virtual meetings.
DISTRICT 05	Nino Ivan	Zoom.Com 888-799-9666	1/9/2025	\$ 15.99	Monthly zoom subscription for office use.
DISTRICT 05	Nino Ivan	Mailchimp	1/6/2025	\$ 13.00	Monthly subscription for newsletter for outreach.
DISTRICT 05	Nino Ivan	Canva* I04371-75042994	12/20/2024	\$ 12.95	Canva subscription for online graphic designs for outreach.
DISTRICT 06	Maldonado Mariaelena	Southwes	1/10/2025	\$ 308.96	Flight purchase for El Paso Days in Austin, TX.
DISTRICT 06	Maldonado Mariaelena	Southwes	1/10/2025	\$ 319.96	Flight purchase for El Paso Days in Austin, TX.
DISTRICT 06	Maldonado Mariaelena	Gannett Media Co	12/25/2024	\$ 19.99	El Paso Times Subscription
DISTRICT 07	Jimenez Camilo	Eig	1/1/2025	\$ 98.00	Newsletter Service for his newsletter.
DISTRICT 07	Jimenez Camilo	Canva* I04379-4551827	12/28/2024	\$ 119.99	Graphic design service for creating Rep's graphics that promoted events in his district and his community meetings
DISTRICT 08	Canales Jorge	Economy Cash And Carry I	12/20/2024	\$ 189.88	Annual Segundo Barrio Holiday Ham Luncheon with neighborhood association and District 8.
DISTRICT 08	Canales Jorge	Wal-Mart #7229	12/20/2024	\$ 221.74	Annual Segundo Barrio Holiday Ham Luncheon with neighborhood association and District 8.
MAYORS OFFICE	Mendoza Irma	In *tovar Printing, Inc.	1/2/2025	\$ 210.00	Charge is for proclamation parchment paper with new mayor's name (Renard Johnson).
MAYORS OFFICE	Mendoza Irma	Office Depot #195	12/25/2024	\$ (30.03)	CREDIT - Packing tape was not picked up. No longer needed.
MAYORS OFFICE	Mendoza Irma	Water Coffee Delivery	12/28/2024	\$ 10.80	Charge is for water dispenser rental and cc surcharge.



CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

JANUARY 2025

DISTRICT	VENDOR	DATE	AMOUNT	DESCRIPTION





Legislation Text

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File #: 25-252, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

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

**AGENDA LANGUAGE:**

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

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

**Award Summary:**

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Pethealth Services (USA) Inc. referencing Contract 2023-0136 Microchips. This change order is to increase the award by \$65,625.00 for a total amount no to exceed \$328,125.00. This change order will cover multi-division microchip utilization for the duration of the contract, which expires September 25, 2026.

Department: Animal Services

Award to: Pethealth Services (USA) Inc.

City & State: Buffalo, NY

Current Contract Estimated Amount: \$262,500.00

Change Order Award: \$65,625.00

Total Estimated Amount not to Exceed: \$328,125.00

Account(s): 225-2580-25100-P2501-522150

Funding Source(s): Outside Contracts

District(s): All

This was a Low Bid Award - unit price contract.



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



**DEPARTMENT:** Animal Services  
Purchasing & Strategic Sourcing  
**AGENDA DATE:** February 25, 2025  
**PUBLIC HEARING DATE:** Not Applicable  
**CONTACT PERSON NAME:** Terry K. Kebschull, Animal Services      **PHONE NUMBER:** (915)212-8742  
Director  
Claudia A. Garcia, Purchasing &      **PHONE NUMBER:** (915)212-0043  
Strategic Sourcing Director  
**DISTRICT(S) AFFECTED:** All  
**STRATEGIC GOAL:** Goal 8 - Nurture and Promote a Healthy, Sustainable Community  
**SUBGOAL:** 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

**SUBJECT:**

Request that the Director of Purchasing & Strategic Sourcing Be authorized to issue a Purchase Order to Pethealth Services (USA) Inc. referencing Contract 2023-0136 Microchips. This change order is to increase the award by \$65,625.00 for a total amount not to exceed \$328,125.00. This change order will cover multi-division microchip utilization for the duration of the contract, expires September 25, 2026.

**BACKGROUND / DISCUSSION:**

This change order will add capacity through the duration of the contract.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

NA

**SELECTION SUMMARY:**

NA

**CONTRACT VARIANCE:**

NA

**PROTEST**

NA

**PRIOR COUNCIL ACTION:**

On September 26, 2023 City Council approved the award of contract 2023-0136 to Pethealth Services (USA) Inc. for a three (3) year term and one (1), two (2) year-option to extend the contract for at total amount of \$437,500.00.

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$65,625.00

Funding Source: Outside Contracts

Account: 225-2580-25100-P2501-522150

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

2023-0136 Microchips

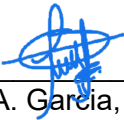


NAME	AMOUNT (\$)
NA	NA

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

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Terry K. Kerschull, Animal Services Director

  
\_\_\_\_\_  
Claudia A. Garcia, Director of Purchasing & Strategic Sourcing



Project Form  
(Change Order)

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

Please place the following item on the Consent Agenda for the City Council Meeting of February 25, 2025.

Strategic Goal 8 - Nurture and Promote a Healthy, Sustainable Community

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

**Award Summary:**

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Pethealth Services (USA) Inc. referencing Contract 2023-0136 Microchips. This change order is to increase the award by \$65,625.00 for a total amount not to exceed \$328,125.00. This change order will cover multi-division microchip utilization for the duration of the contract, expires September 25, 2026.

Department:	Animal Services
Award to:	Pethealth Services (USA) Inc.
City & State:	Buffalo, NY
Current Contract Estimated Amount:	\$262,500.00
Change Order Award:	\$65,625.00
Total estimated Amount not to Exceed:	\$328,125.00
Account(s):	225-2580-25100-P2501-522150
Funding Source(s):	Outside Contracts
District(s):	All

This was a Low Bid Award - unit price contract



# 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 Todd Whittington

Business Name Pethealth Services (USA) Inc.

Agenda Item Type 2023-0136 Microchips

Relevant Department Animal Services



**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.**

Signed by:

Signature: Todd Whittington

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Date: 03 February 2025 | 8:11 AM CST





Legislation Text

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File #: 25-185, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

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

**AGENDA LANGUAGE:**

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

Discussion and action on a Resolution that the City of El Paso hereby appoints the following board members to the Camino Real Regional Mobility Authority Board for the positions identified below, which shall take effect on February 4, 2025:

1. Mathew McElroy, Position 2, term expiring on February 1, 2027.
  2. Lina Ortega, Position 6, term expiring on February 1, 2027.
- [POSTPONED FROM 02-04-2025]



## 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 terms 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 appointments to Positions 2 and 6, which shall become effective on February 4, 2025.

**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 members to the Camino Real Regional Mobility Authority Board for the position(s) identified below, which shall take effect on February 4, 2025:

1. Lina Ortega, Position 2, term expiring on February 1, 2027.
2. Mathew McElroy, Position 6, term expiring on February 1, 2027.

**APPROVED** on this \_\_\_\_ day of February 2025.


**THE CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Karla M. Nieman  
City Attorney





## Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	02/04/25
Name of Board	Camino Real Regional Mobility Authority
<b>Agenda Posting Language</b>	
Discussion and action on a Resolution that the City of El Paso appoints to the Camino Real Regional Mobility Authority Lina Ortega to Position 6, whose term will expire on February 1, 2026.	
Appointment Type	Regular
<b>Member Qualifications</b>	
A person whose duties include daily operation of the CRRMA.	
Nominee Name	Lina Ortega
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	
<b>Board Membership</b>	
Border Relations Committee of City of El Paso Member, 2006 to 2010 Chair 2009-10, Vice-Chair 2007-08 El Paso Housing Finance Corporation (City of El Paso) Board Member, 2001-2003	
<b>Real estate owned in El Paso County</b>	
N/A	
Previous Appointee	Dorthy Byrd
Reason for Vacancy	Term Expired
Date of Appointment	02/04/25
Term Begins On	02/04/25
Term Expires On	02/01/27
Term	First Term



# **EVELINA ORTEGA**

**Attorney at Law  
El Paso, Texas**

<b>AREA OF EXPERTISE</b>	Civil Trial Attorney
<b>BAR ADMISSIONS</b>	State of Texas, November 1978 Fifth Circuit Court of Appeals, May 1980 Western District of Texas, January 1980 Northern District of Texas, February 1980
<b>CERTIFICATION</b>	Personal Injury Trial Law Texas Board of Legal Specialization December 1992 to 2022
<b>HONORS</b>	Texas State Bar Award- Texas Legal Legion February 17, 2022  The Best Lawyers in America 2007 to present  Bar Register of Preeminent Women Lawyers Martindale-Hubbell 2011 to present  Texas Super Lawyer 2009-10, 2014
<b>EDUCATION</b>	University of Texas School of Law (1976-78) Austin, Texas Doctor of Jurisprudence, 1978  University of Texas (1974-75) Austin, Texas Bachelor of Arts in Government (minor in Economics) with Honors, 1975  University of Texas (1973-74) El Paso, Texas
<b>EMPLOYMENT</b>	Texas State Representative for District 77 January 2017 to January 14, 2025



Solo Attorney Practitioner, 1989 to Present. Represent civil litigants in personal injury, employment, and products liability matters with emphasis in medical cases.

Caballero & Ortega, 1986-89. Represented civil litigants.

Assistant Federal Public Defender, 1982-86. Represented indigents charged with federal offenses at Federal Public Defenders Office.

Solo Attorney Practitioner, 1980-81.

Assistant Attorney General, 1978-80. Represented the State of Texas in a major Federal Class Action Civil Rights lawsuit and later handled writs of habeas corpus lawsuits in Texas Attorney General's Office.

Law Clerk at Texas Attorney General's Office, 1977-78. Performed legal research and assisted in Federal Class Action lawsuit.

## **AFFILIATIONS**

El Paso Bar Association  
Member, 1980 to present

El Paso Bar Foundation  
Board of Directors  
2010 to 2022  
Past President

El Paso Women's Bar Association  
President, 1985

El Paso Trial Lawyers Association  
President, 1997

Texas Trial Lawyers Association  
Associate Director, 1992-93  
Director, 1994-95

United States District Court  
Western District of Texas  
Member, Admissions Committee



1985-2010

Mexican American Bar Association  
Member, 1994 to 2016  
Member of Board of Directors, 1996-98

Texas Bar Foundation  
Fellow, 1994-98  
Life Fellow, 1998 to present

Texas Board of Disciplinary Appeals  
Member, 1994-97 (appointed by the Texas Supreme Court)

**STATE INVOLVEMENT** Metropolitan Transportation Policy Board  
Chair, 2021-22 and former Vice Chair  
Member from 2017 to December 2024

House Democratic Caucus  
Current Treasurer and former Counsel  
Member from 2017 to December 2024

Texas Women's Health Care Caucus  
Secretary  
Member from 2017 to December 2024

Legislative Study Group  
Caucus Counsel  
Member from 2017 to December 2024

**CIVIC INVOLVEMENT** El Paso County Ethics Commission  
County of El Paso  
Member, 2011 to 2016  
Chair 2015-16

Border Relations Committee of City of El Paso  
Member, 2006 to 2010  
Chair 2009-10, Vice-Chair 2007-08

Annie's List  
Board Member, 2007-08

El Paso Women's Political Action Committee  
Member, 2004 to 2014

Mayoral Environmental Task Force



Chairperson, 2001-03

El Paso Housing Finance Corporation (City of El Paso)  
Board Member, 2001-03

El Paso Court of Inquiry  
Attorney Pro Tem on Mental Health/Mental Retardation, 1994-95





## Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	02/04/25
Name of Board	Camino Real Regional Mobility Authority
<b>Agenda Posting Language</b>	
Discussion and action on a Resolution that the City of El Paso appoints to the Camino Real Regional Mobility Authority Mathew McElroy to Position 2, whose term will expire on February 1, 2026.	
Appointment Type	Regular
<b>Member Qualifications</b>	
A person whose duties include daily operation of the Camino Regional Mobility Authority.	
Nominee Name	Mathew McElroy
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	N/A
<b>Board Membership</b>	
N/A	
<b>Real estate owned in El Paso County</b>	
N/A	
Previous Appointee	Silvestre Reyes
Reason for Vacancy	Term Expired
Date of Appointment	02/04/25
Term Begins On	02/04/25
Term Expires On	02/01/27
Term	First Term



# Mathew S. McElroy

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## Professional Experience

### Chief Operating Officer

*September 2023 to Present, Wannamaker Management Corporation*

- Responsible for all operational activities (approx. 300 employees) across operations in Columbia, Mexico, and the US, including Project Management Office, back office operations, IT, real estate, real estate acquisitions, site selection and expansions, and AI implementation.

### General Manager

*July 2017 to August 2023, GCC Sun City (Grupo Cementos de Chihuahua)*

- Led 300 employee West Texas, southern New Mexico market Ready Mix, Asphalt and Aggregates producer.
- Successfully led turn around after GCC purchase from CEMEX in 2016.
- EBITDA turn around—negative EBITDA across the combined business units after acquisition turned profitable within one year.
- Successfully transitioned business through senior leadership changes.
- Implemented new organizational structure and right sizing, reducing overhead costs.
- Implemented two Lean Six Sigma and automation projects that reduced operational costs in two major operations.

### Director

*July 2015 – July 2017, City of El Paso, Texas Municipal Government, International Bridges Department*

- Responsible for oversight of the International Bridges Department and annual budget of \$22 million.
- Worked with regional stakeholders to stand up Bi-National International Bridges Working Group.
- Led Lean Six Sigma Project with Working Group to identify and fund international cargo crossing system improvements, resulting in significant external funding to reduce international bridge wait times.
- Worked with Customs and Border Protection P3 funding from the City of El Paso to reduce vehicle wait times at peak hours by 9%. Project used a multidisciplinary team of economists and CBP agents to target overtime hours where wait times could systematically be reduced across the bridge system.

### Director

*May 2012 – July 2015, City of El Paso, Texas Municipal Government, Planning and Inspections Department (formerly City Development Department)*

- Responsible for oversight of the City Development Department—Divisions included Urban Planning, Building Permits and Inspections, Subdivision Permitting and Inspection. 125 staff and an annual budget of \$10.8 million.
- Oversaw the creation of City Development as a new department and the construction of a One-Stop-Shop for all permit and development applications.
- Implemented major new technology systems successfully: Electronic Document Review (EDR) and a mobile application to allow contractors to schedule inspections in less than ten seconds.
- Oversaw adoption of 10- and 15-year economic development incentive policies tied to downtown and the traditional city centers of El Paso. Incentives included historic, property tax, city sales tax, fee waivers, and other income streams to focus on infill and redevelopment tied to mass transit (street car, Bus Rapid Transit).
- Trained 60 city staff and private sector design professionals in Oklahoma City for the CNU-A exam by invitation of the Urban Land Institute. Trained 40 city staff and private design professionals in Austin, Texas to sit for and pass the CNU-A exam by special invitation of the City of Austin. The CNU-A exam focuses on street design, building orientation, and building fully multi-modal communities.
- Winner, 2015 *Charter Award* by the Congress for the New Urbanism, for *Plan El Paso* and multiple implementation projects.

### Deputy Director

*July 2008 – May 2012, City of El Paso, Texas Municipal Government, Development Services and Planning and Economic Development Departments.*

- Responsible for oversight of the City of El Paso Planning Division, to include approximately 30 staff members, staff support to the City Plan Commission, Capital Improvements Advisory Committee (Impact Fees for water and Wastewater), Open Space Advisory Board, and Zoning Board of Adjustment.



- 2012 Groves Award Winner. Awarded jointly by the Congress for the New Urbanism and the Transect Codes Council at the 20<sup>th</sup> anniversary Congress for the New Urbanism. The Groves Award is among the highest national awards in planning and among the highest personal awards given by the CNU.
- Developed and provided instruction to 100+ City of El Paso department heads and senior staff and 90+ private engineers and architects in professional exam for accreditation by the Congress for New Urbanism (CNU-A).
- Winner 2011 EPA National Award for Smart Growth Achievement: Programs, Policies, and Regulations. Plan El Paso 2010. A comprehensive, transit-oriented development plan.
- Worked to have the City of El Paso adopt the Institute for Transportation Engineers Walkable Urban Thoroughfares adopted as a required practice for City capital projects and as the basis for an update of subdivision design regulations.
- Worked with the El Paso City Council to incentivize (\$50 million) 600 acres (400 infill) of SmartCode development in El Paso.
- Worked to create City policy that requires all firms doing City funded capital work have at least one project assigned staff member who has passed the CNU-A exam.
- Served as the City team leader to adopt the first Urbanist comprehensive plan for the City since the 1925 Kessler plan with Dover Kohl and Partners.
- Liaison to Department of Defense Office of Economic Adjustment, focusing on housing and multifamily development identified in HMA while Military Growth Coordinator (see below).
- Oversight of DoD Growth Management Plan grants (\$1.3 million).
- Oversight DoD Comprehensive Plan Rewrite grants (\$2.8 million).

#### **Military Growth and Expansion Coordinator**

*July 2007 – June 2008, Department of Defense, OEA/City of El Paso, Texas Municipal Government, Development Services.*

- Responsible for the oversight and development of a Housing Market Analysis (HMA) and regional growth management plan (RGMP) with consultant Science Applications International Corporation (SAIC).
- HMA focused on strategy of minimizing on post military housing by incentivizing private development of housing for military not required to live in barracks. Developed and led adoption of incentive programs through the City of El Paso to incentivize multifamily unit shortfall identified in the HMA.
- RGMP addressed 15 areas impacted by the 28,006 troops expected at Fort Bliss, Texas by 2012. Plan content areas included an existing conditions assessment, housing, future land use, education, revised subdivision ordinance, building code, traffic impact study, and economic development.
- Led RGMP community working group (Ft Bliss Commanding General, Ft Bliss Garrison command, installation housing office, local private developers, school districts, chambers) who reviewed HMA and RGMP to final adoption by the City Council of the City of El Paso.
- Grant project budget \$1.3 million, not including local match.

#### **Associate Director**

*July 2003 – July 2007, University of Texas at El Paso (UTEP), Institute for Policy and Economic Development (IPED), El Paso, Texas.*

- Responsible for IPED supervision (approximately 20 full and part time staff); including outreach, project management of broad ranging economic, planning, program evaluation, other social science and survey research contracts. Also coordinated and lead grant writing teams for competitive proposals to multiple federal and state agencies, as well as private foundations.
- Conduct outreach and social science research in areas ranging from housing, urban planning, economic impact analysis, and Geographic Information Systems (GIS) to public opinion polling and program evaluation. Projects include team building, extensive data analysis and technical report writing, to include econometric forecasting, (time series multivariable methods), cross sectional data analysis, and Input-Output (RIMS II, IMPLAN, REMI, Regional Dynamics) based economic impact analysis.
- Served as principal investigator (PI) for dozens of contracts and grants, which required staff selection, work assignment, training, evaluations, terminations, all in addition to day-to-day staff supervision.
- National Award Winner (2007-2008) for Excellence in Policy Analysis and Research from C2ER (Center for Community and Economic Research, formerly ACCRA) for bi-national industry cluster planning and gap analysis project. Project completed with Ed Feser, Ph.D. and Carlos Olmedo.



**Assistant Director**

*April 2001–June 2003, University of Texas at El Paso (UTEP), Institute for Policy and Economic Development, El Paso, Texas.*

- Project management of assigned planning, other social science, and economic research projects and contracts.
- Conduct social science research in areas ranging from cross sectional data analysis and Geographic Information Systems (GIS) to survey research.
- Grant writing primarily focusing on education and economic development issues.
- Manage and edit Institute external communications (Web presence, scholarly publications, technical reports).
- Served as principal investigator (PI) for multiple contracts and grants, which required staff selection, work assignment, training, evaluations, terminations, all in addition to day-to-day staff supervision.

**Senior Technical Staff Associate**

*June 1999–March 2001, University of Texas at El Paso (UTEP), Technology Planning, El Paso, Texas.*

- Responsible for department supervision under Associate Vice President for Technology Planning and Distance Learning, to include management of the budget, grant writing, instructional design, and digital media courseware project management and production. Projects ranged from social science research, regional technology planning, and working groups (Internet 2, UT TeleCampus) to multimedia projects.
- Developed intranet for the sharing of NAFTA economic, demographic, and transportation databases and research under subcontract from Public Policy Research Center at UTEP for US Department of Transportation.
- Development of the *Border Encyclopedia*, a grant funded project from the University of Texas System to create a database of United States border demographic, economic, cultural data and case studies.

**Graduate Policy Fellow**

*Contract, 1997, 1998, 1999, UTEP Public Policy Research Center, El Paso.*

- Extensive planning (affordable housing, Section 8 housing, transportation and NAFTA impacts), economic, and other social science research. Responsibilities included technical report writing, multimedia product development, and data analysis in areas ranging from affordable housing policy and contingent valuation method to inter-modal transportation, NAFTA, and organizational theory.
- Specific planning work in affordable housing and neighborhood planning for the completion of two long term projects.
- Multiyear transportation planning under projects for (1998, 1998, early 1999) under Department of Transportation funding to Public Policy Research Center at UTEP.

**High School English Teacher**

*January 1997–August 1999, Eastwood High School, Ysleta Independent School District, El Paso, Texas*

- Advanced Placement, Pre- Advanced Placement English courses.

**Sergeant, U.S. Army Reserves**

*January 1993–December 2000*

- Multiple assignments, including squad leader and land navigation instructor.

**Education****Master of Science (MS) in Economics**

*University of Texas at El Paso (UTEP), Awarded December 2008.*

- Thesis: Fannie Mae and Freddie Mac Home Lending Patterns Along the Texas-Mexico Border

**Master in Public Administration (MPA)**

*University of Texas at El Paso (UTEP), Awarded December 2000*

- MPA Outstanding Graduate, 1999–2000.

**Bachelor of Arts (BA), English and American Literature, magna cum laude**

*University of Texas at El Paso (UTEP), August 1992–December 1996*





Legislation Text

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**File #: 25-241, Version: 2**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**District 8**

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

**AGENDA LANGUAGE:**

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

Presentation, discussion, and action on the sale process for 17 City-owned properties located in the Union Plaza area of Downtown El Paso, bounded by W Overland Ave to the north, S Santa Fe St to the east, E Paisano Dr to the south, and Alley B to the west.



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**


**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** 

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





Legislation Text

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File #: 25-242, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**All Districts**

Human Resources, Mary Wiggins, (915) 212-1267

**AGENDA LANGUAGE:**

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

Presentation and discussion on Workforce Focus initiatives, including:

1. Recruitment
2. Retention
3. Compensation
4. Employee Benefits
5. Next Steps



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Mary Wiggins

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





Legislation Text

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File #: 25-223, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 2**

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

**AGENDA LANGUAGE:**

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

An Ordinance granting Special Permit No. PZST24-00006, to allow for a clinic and side yard setback reduction on the property described as Lot 2179, Block 91, Mountain View Addition, 4893 Maxwell Avenue, City of El Paso, El Paso County, Texas pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 4893 Maxwell Ave.

Applicant: Project Vida, PZST24-00006



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Philip FIVE

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



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00006, TO ALLOW FOR A CLINIC AND SIDE YARD SETBACK REDUCTION ON THE PROPERTY DESCRIBED AS LOT 2179, BLOCK 91, MOUNTAIN VIEW ADDITION, 4893 MAXWELL AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**WHEREAS**, Project Vida, has applied for a Special Permit under Section 20.04.260 of the El Paso City Code to allow for clinic and side yard setback reduction; and,

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

**WHEREAS**, the City Plan Commission has recommended approval of the subject Special Permit; and

**WHEREAS**, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

**WHEREAS**, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a R-4 (Residential) District:  
*Lot 2179, Block 91, Mountain View Addition, 4893 Maxwell Avenue, City of El Paso, El Paso County, Texas*; and,
2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for clinic and side yard setback reduction on the property described in Paragraph 1 of this Ordinance, subject to the following condition:  
*That a screening combination of a rock wall and wrought iron fence not less than forty-two inches (42") be installed along the property line abutting Maxwell Avenue*; and,
3. That this Special Permit is issued subject to the development standards in the R-4 (Residential) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "A"** and is incorporated herein by reference for all purposes; and,
4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST24-00006, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,



5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO**

**ATTEST:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

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

**APPROVED AS TO FORM:**

*Russel T. Abeln*  
\_\_\_\_\_  
Russel T. Abeln  
Senior Assistant Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department



## AGREEMENT

Project Vida, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the R-4 (Residential) **District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 24<sup>th</sup> day of January, 2025.

Project Vida

(Signature)

Tim Davenport-Herbst, CEO  
(Name/Title)

## ACKNOWLEDGMENT

THE STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument is acknowledged before me on this 24<sup>th</sup> day of January, 2025, by Timothy Davenport-Herbst for Project Vida as Applicant.  
CEO

(Seal)

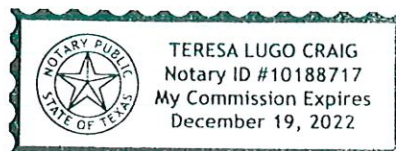
Teresa Lugo Craig  
Notary Public, State of Texas

Signature

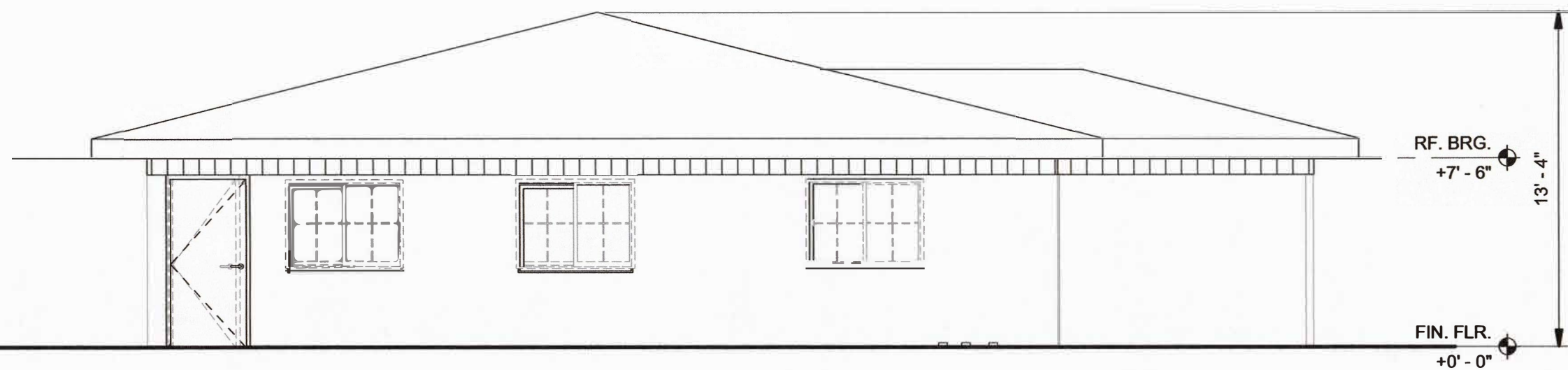
Teresa Lugo Craig  
Printed or Typed Name

My Commission Expires:

12/19/2026

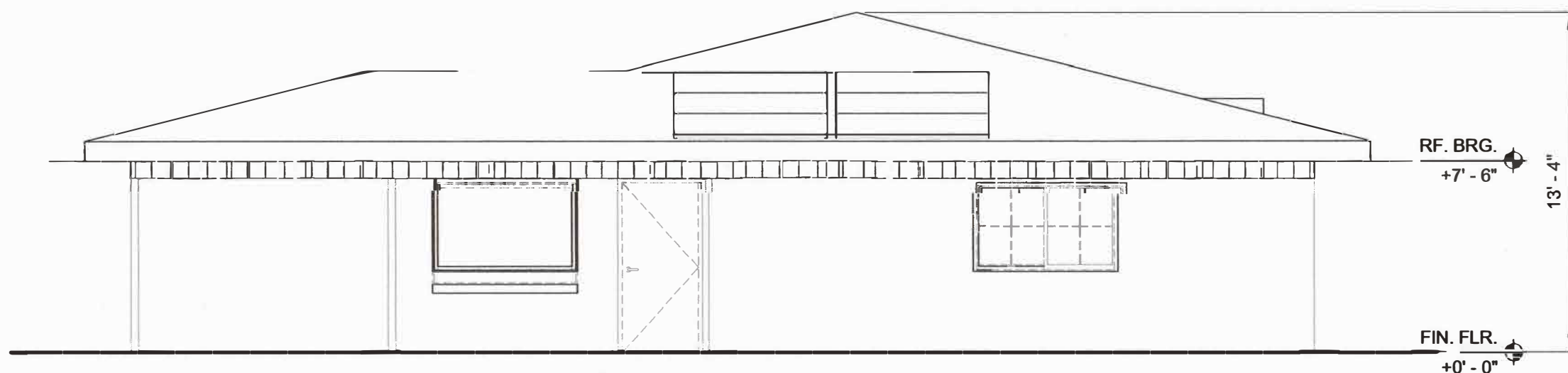






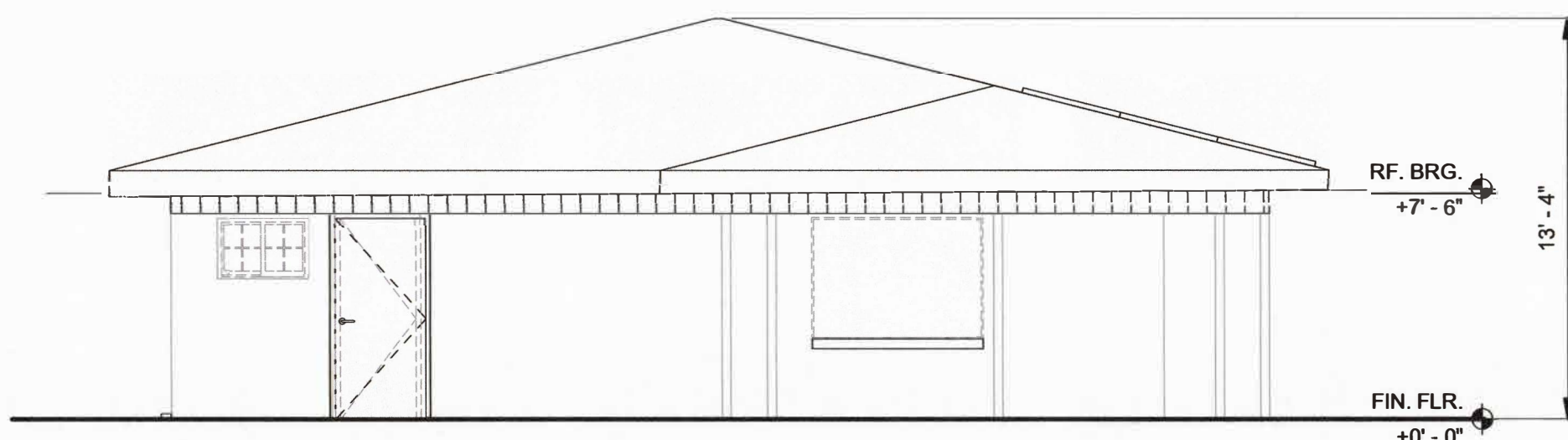
## 2 EXISTING NORTH ELEVATION

SCALE: 3/16" = 1'-0"



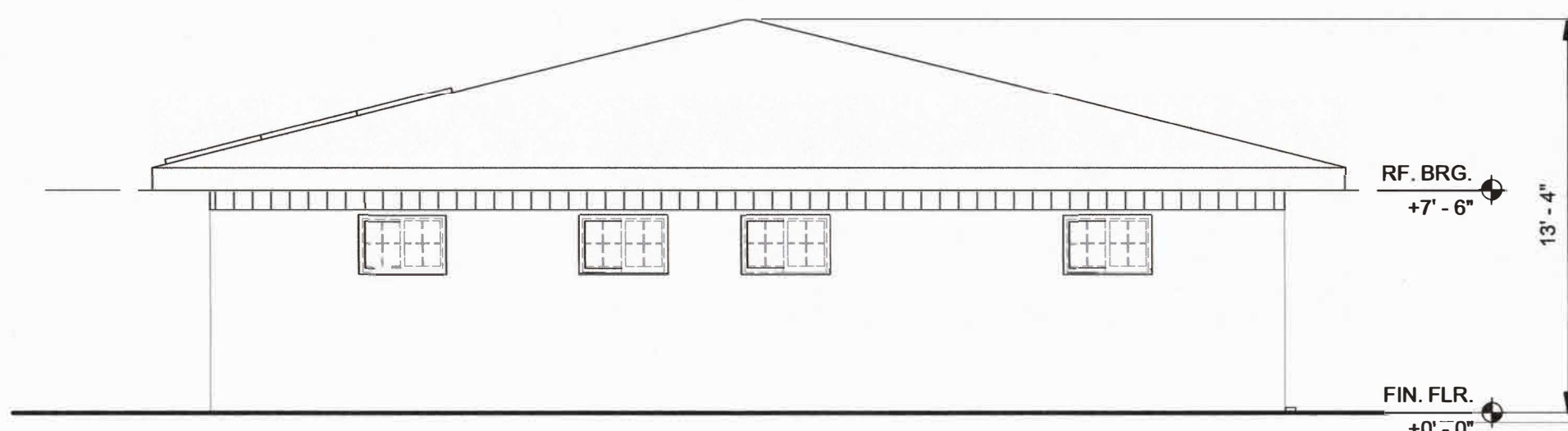
## 3 EXISTING SOUTH ELEVATION

SCALE: 3/16" = 1'-0"



## 4 EXISTING WEST ELEVATION

SCALE: 3/16" = 1'-0"



## 5 EXISTING EAST ELEVATION

SCALE: 3/16" = 1'-0"

### CODE DATA

#### CODE RESEARCH DATA- BUILDING CODE

ALL BUILDING CODE RESEARCH IS BASED ON THE 2021 INTERNATIONAL BUILDING CODE (I.B.C.) AND THE 2021 INTERNATIONAL FIRE CODE (I.F.C.) AS USED BY THE CITY OF EL PASO, TX.

#### PROJECT SCOPE/DESCRIPTION

ADDRESS: 4893 MAXWELL, EL PASO, TX 79904

PID: M85199909100700

EXISTING SINGLE-FAMILY DWELLING TO BE USED AS A WELLNESS CLINIC

#### LEGAL DESCRIPTION

91 MOUNTAIN VIEW

LOT 2179

CITY OF EL PASO, EL PASO COUNTY, TEXAS

#### ZONING

R-4

SETBACKS: FRONT: 10', REAR: 10', SIDE: 5', SIDE STREET: 10'

CUMULATIVE FRONT AND REAR SETBACK: 45' REQUIRED, 76' PROVIDED

MAXIMUM HEIGHT LIMITATION: 35'-0"

MINIMUM LOT AREA: 6,000 S.F. (ACTUAL EXISTING: 6,032 S.F.)

#### PARKING

CLINIC 6.02:

MIN. 1 PARKING SPACE PER 360 GROSS S.F. - 1,273 / 360 = 4 SPACES REQUIRED

MAX. 1 PARKING SPACE PER 250 GROSS S.F. - 1,273 / 250 = 5 SPACES ALLOWED

STANDARD PARKING SPACES: 3

VAN ACCESSIBLE SPACES: 1

TOTAL PARKING SPACES PROVIDED: 4

#### BICYCLE PARKING: 3-SPACE BICYCLE RACK PROVIDED

Note 3: When the minimum required automobile parking exceeds 60 spaces, 5% of the number required over 60 shall be added as required bicycle parking. This calculation shall be rounded up to the next whole number.

The minimum number of bicycle spaces required regardless of the calculation shall be 3 and the maximum number of bicycle spaces required regardless of the calculation shall be 40.

### LANDSCAPE CALCULATIONS

LANDSCAPE AREA REQUIRED: (LOT AREA - BLDG. AREA) X 15% = L.S. REQUIRED

6,032 S.F. - 1,273 S.F. EXISTING BUILDING = 4,759 S.F. X 15% = 714 S.F. REQUIRED, 2,626 S.F. EXISTING LANDSCAPE PROVIDED.

LANDSCAPE NOT REQUIRED UNDER CHAPTER 18.46.

### SITE AREA CALCULATIONS

LOT AREA: 6,032 S.F.

PARKING: 1,152 S.F.

GREEN AREA: 2,626 S.F.

### GENERAL NOTES:

- ALL EXISTING AND PROPOSED SIDEWALKS, BARRIER FREE RAMPS, HANDICAP PARKING, DRIVEWAY CROSSWALKS, DRIVEWAYS AND ACCESSIBLE ROUTES SHALL COMPLY WITH A.D.A., T.A.S. AND CITY OF EL PASO REQUIREMENTS. EXISTING INFRASTRUCTURE NOT COMPLYING SHALL BE REMOVED AND REPLACED TO MEET STANDARDS.
- 6' HIGH ROCK WALLS SHALL BE FROM HIGH SIDE ALONG THE ENTIRE LENGTH WHERE RESIDENTIAL AREAS BORDER THE COMMERCIAL AREA. THIS SHALL BE VERIFIED PRIOR TO ROCK WALL INSTALLATION.



### PLANNING & INSPECTIONS DEPARTMENT PLANNING DIVISION DETAILED SITE DEVELOPMENT PLAN APPROVED BY CITY COUNCIL

1/24/2025

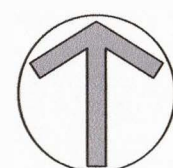
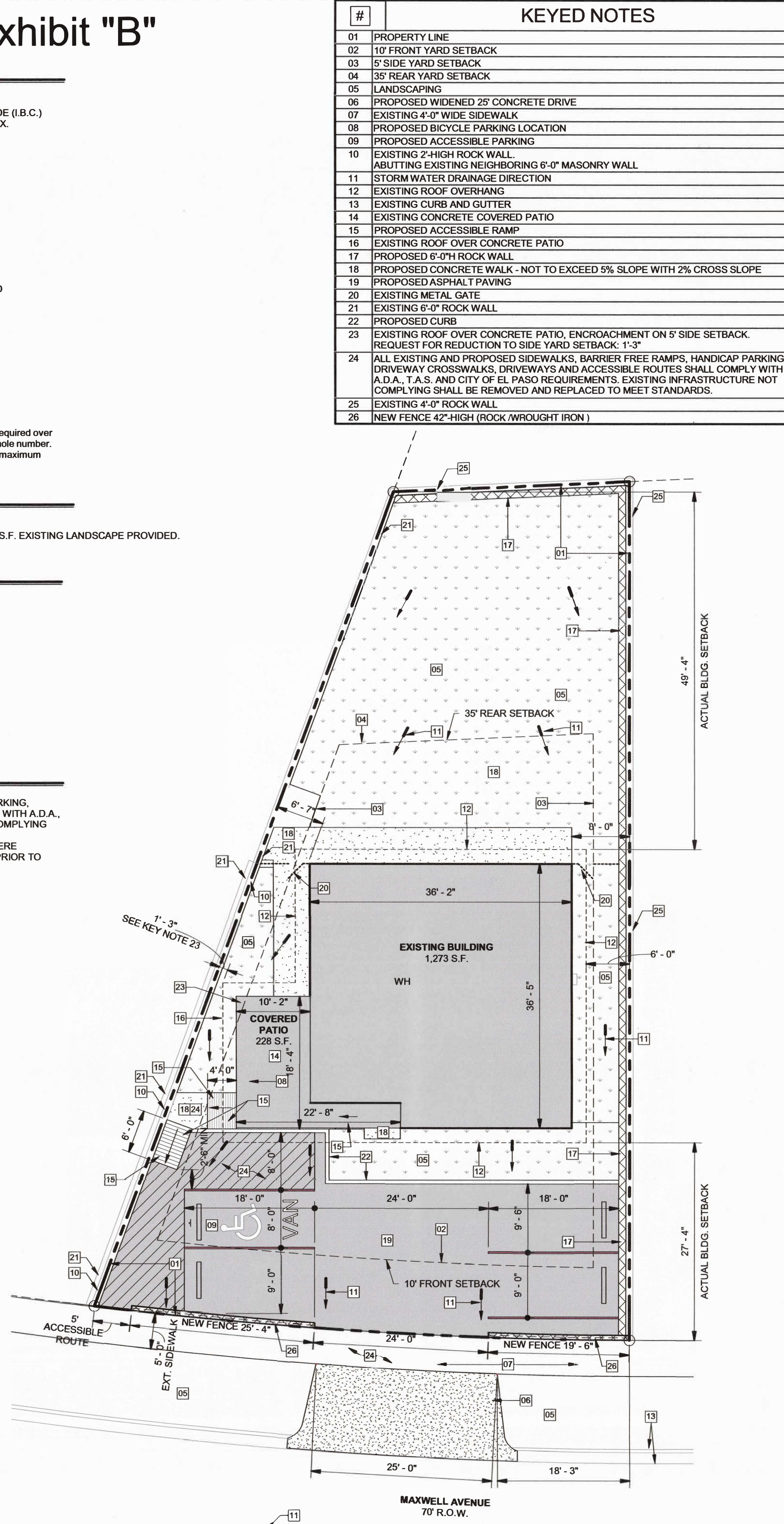
DATE

APPLICANT

Kevin Smith

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

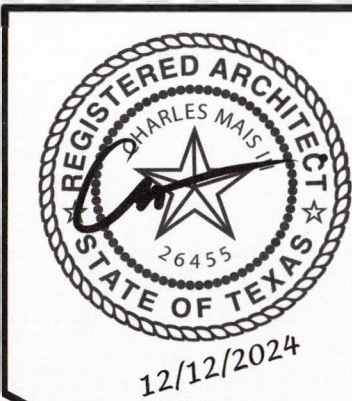
CITY MANAGER



### 1 ARCHITECTURAL SITE PLAN

SCALE: 1" = 10'-0"

CITY COMMENTS 9-6-2024



RESIDENCY AND BEHAVIORAL HEALTH FACILITY

PROJECT VIDA  
TENANT IMPROVEMENT

4893 MAXWELL AVE., EL PASO, TX 79904

1810 Wyoming ave  
el.paso.tx 79903  
ph: 915.534.8082  
fax: 915.534.8083



DETAILED SITE PLAN

COMMISSION No.  
24-003

DATE: 12-12-2024

REVISIONS

# Description Date

SHEET: SP1



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00006, TO ALLOW FOR A CLINIC AND SIDE YARD SETBACK REDUCTION ON THE PROPERTY DESCRIBED AS LOT 2179, BLOCK 91, MOUNTAIN VIEW ADDITION, 4893 MAXWELL AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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**WHEREAS**, the City Plan Commission has recommended approval of the subject Special Permit; and

**WHEREAS**, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

**WHEREAS**, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST24-00006, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,



5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO**

**ATTEST:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

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

**APPROVED AS TO FORM:**

*Russel T. Abeln*

\_\_\_\_\_  
Russel T. Abeln  
Senior Assistant Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*

\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department



## AGREEMENT

Project Vida, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the R-4 (Residential) **District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 24<sup>th</sup> day of January, 2025.

Project Vida

(Signature)

Tim Davenport-Herbst, CEO  
(Name/Title)

## ACKNOWLEDGMENT

THE STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument is acknowledged before me on this 24<sup>th</sup> day of January, 2025, by Timothy Davenport-Herbst for Project Vida as Applicant.  
CEO

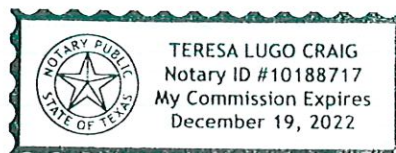
(Seal)

Teresa Lugo Craig  
Notary Public, State of Texas  
Signature

Teresa Lugo Craig  
Printed or Typed Name

My Commission Expires:

12/19/2026





# 4893 Maxwell

City Plan Commission — December 19, 2024 **REVISED**



**CASE NUMBER:** PZST24-00006  
**CASE MANAGER:** Jose Beltran, (915) 212-1607, [BeltranJV@elpasotexas.gov](mailto:BeltranJV@elpasotexas.gov)  
**PROPERTY OWNER:** Project Vida  
**REPRESENTATIVE:** PSRBB Architects  
**LOCATION:** 4893 Maxwell Ave. (District 2)  
**PROPERTY AREA:** 0.15 acres  
**EXISTING ZONING:** R-4 (Residential)  
**REQUEST:** Special Permit and Detailed Site Development Plan approval to allow for the use of a Clinic and a reduction to side yard setback in the R-4 (Residential) zone district  
**RELATED APPLICATIONS:** None  
**PUBLIC INPUT:** None received as of December 12, 2024

**SUMMARY OF REQUEST:** The applicant is requesting a special permit and detailed site development plan approval for a proposed clinic in the R-4 (Residential) zone district.

**SUMMARY OF STAFF RECOMMENDATION:** Staff recommends **APPROVAL WITH CONDITION** of the special permit request and detailed site development plan requests for a clinic. The proposed development meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit Approvals and Section 20.04.150 – Detailed Site Development Plan Procedures. Furthermore, the proposed development is in accordance with both the G-3, Post War Future Land Use Designation and *Plan El Paso*, the City's adopted Comprehensive Plan. The recommended condition is as follows:

1. That a screening combination of a rock wall and wrought iron fence not less than forty-two inches (42") be installed along the property line abutting Maxwell Avenue.



Figure A. Subject Property & Immediate Surroundings



**DESCRIPTION OF REQUEST:** The applicant is requesting review and approval of a special permit and detailed site development plan for the proposed clinic in an R-4 (Residential) zone district. The applicant is proposing to convert the existing single-family dwelling into a clinic. The detailed site development plan shows an existing 1,273 building with a maximum height of thirteen feet four inches (13'-4") as well as landscaping and parking for the clinic. The applicant is also requesting a setback reduction from the required five feet (5') side yard setback to one foot three inches (1'-3"). The development will provide the required four (4) parking spaces and three (3) bicycle spaces to accommodate patrons and personnel. Pedestrian and vehicular access will be from Maxwell Avenue.

<b>COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. The detailed site development plan demonstrates compliance with all other applicable standards per El Paso City Code.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of <i>Plan El Paso</i> and the G-3, Post War Land Use designation. The proposed development will integrate with commercial and residential development along Maxwell Avenue.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Maxwell Avenue, a local street, as classified on the City of El Paso's Major Thoroughfare Plan (MTP) and is appropriate for the proposed development. This roadway connects to Dyer Avenue to the west which is classified as a major arterial.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. No impact is anticipated from the approval of the proposed special permit and detailed site development plan. The proposed development will adhere to zoning requirements and will not pose a risk to neighboring properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The proposed development does not require landscaping per Section 18.46 of the El Paso City Code.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The proposed development is compatible with other residential uses and structures. The principal building will maintain its façade and be converted for the use of clinic.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed development will maintain the existing building façade.



<b>COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS &amp; POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-3, Post-War:</b> This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	Yes. The subject property is proposed to be converted into a clinic, which is in character with the future land use designation of <i>Plan El Paso</i> .
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>R-4 (Residential) District:</b> The purpose of the district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	Yes. The proposed development will provide the integration of use with adjacent medical office, commercial and residential uses with C-3 (Commercial) and R-4 (Residential) zone districts. The location of the proposed clinic is suitable for intermediate traffic.
<b>THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The proposed development is not located within a historic district or special designation area.
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed facility is not anticipated to pose any adverse effects on the community.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
<b>Stability:</b> Whether the area is stable or in transition.	The area is stable with no rezonings in the area within the last 10 years.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The existing zoning will not be changed. Due to the current zoning district the use of a clinic requires a special permit per City Code.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The subject property fronts Maxwell Avenue, a local street as designated in the City of El Paso's Major Thoroughfare Plan (MTP). Vehicular access to the subject property is proposed from Maxwell Avenue, while also providing pedestrian access from Maxwell Avenue. There are approximately four (4) bus stops located within walking distance (0.25 miles) of the subject property. The closest bus stop is located 0.05 mile away on Dyer Avenue. There are existing sidewalks present along Maxwell Avenue. The existing infrastructure and services are adequate to serve the proposed development.



**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** Staff recommends imposing a condition for a combination rock wall and wrought iron fence at the front of the property to buffer parking areas from the sidewalk and protect pedestrians. No adverse comments from reviewing departments.

**PUBLIC COMMENT:** The subject property lies within the boundaries of the Mountain View Neighborhood Association which were notified of the special permit application. Notices were sent to property owners within 300 feet of the subject property on December 6, 2024. As of December 12, 2024, the Planning Division has not received any communication in support or opposition to the special permit and detailed site development request.

**RELATED APPLICATIONS:** None.

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

1. **Recommend Approval** of the special permit 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 special permit 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 special permit 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.

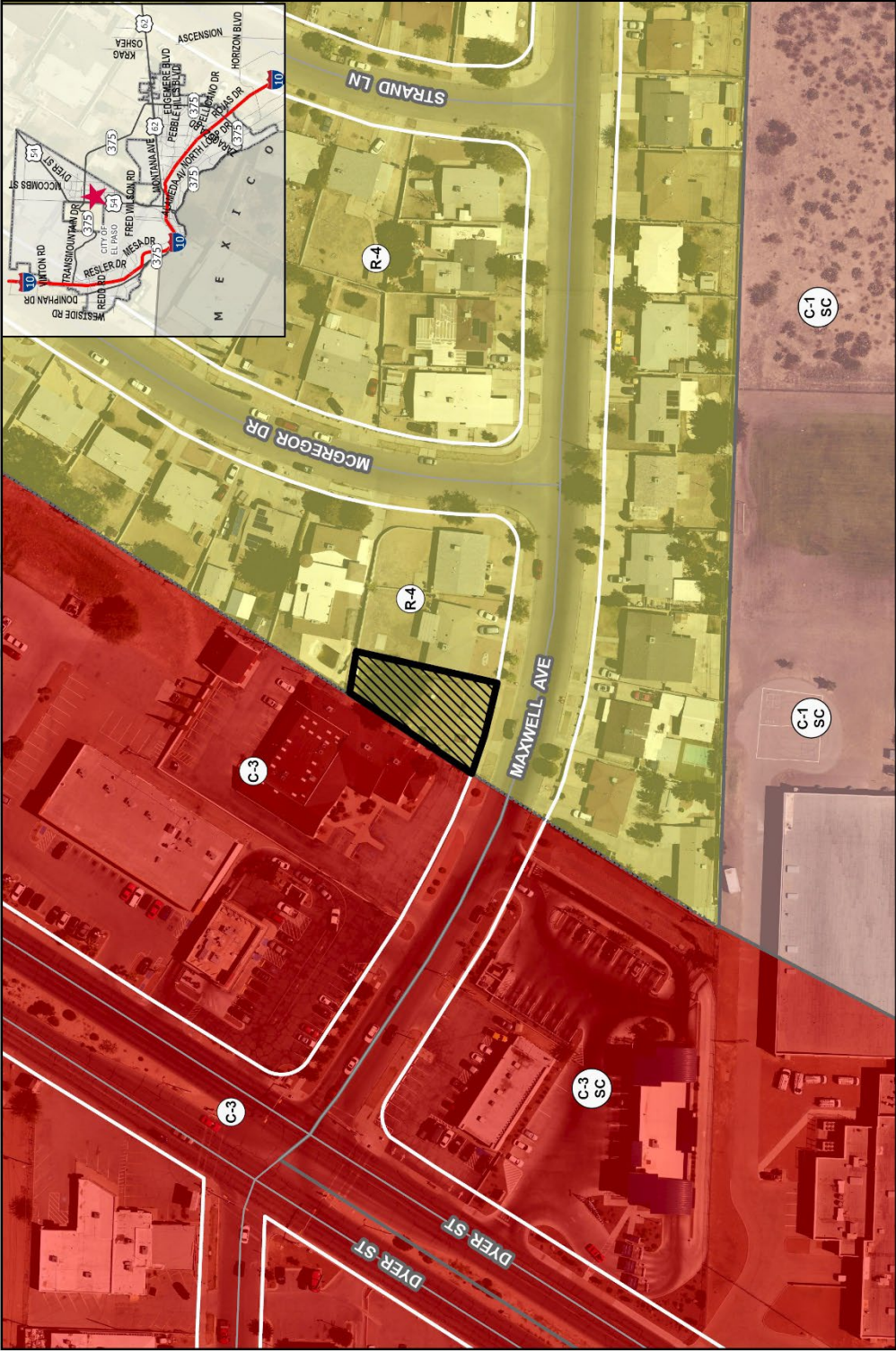
**ATTACHMENTS:**

1. Zoning Map
2. Detailed Site Development Plan
3. Department Comments
4. Neighborhood Notification Boundary Map



# ATTACHMENT 1

PZST24-00006



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to confirm the accuracy of the information shown on this map. To scale together 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.

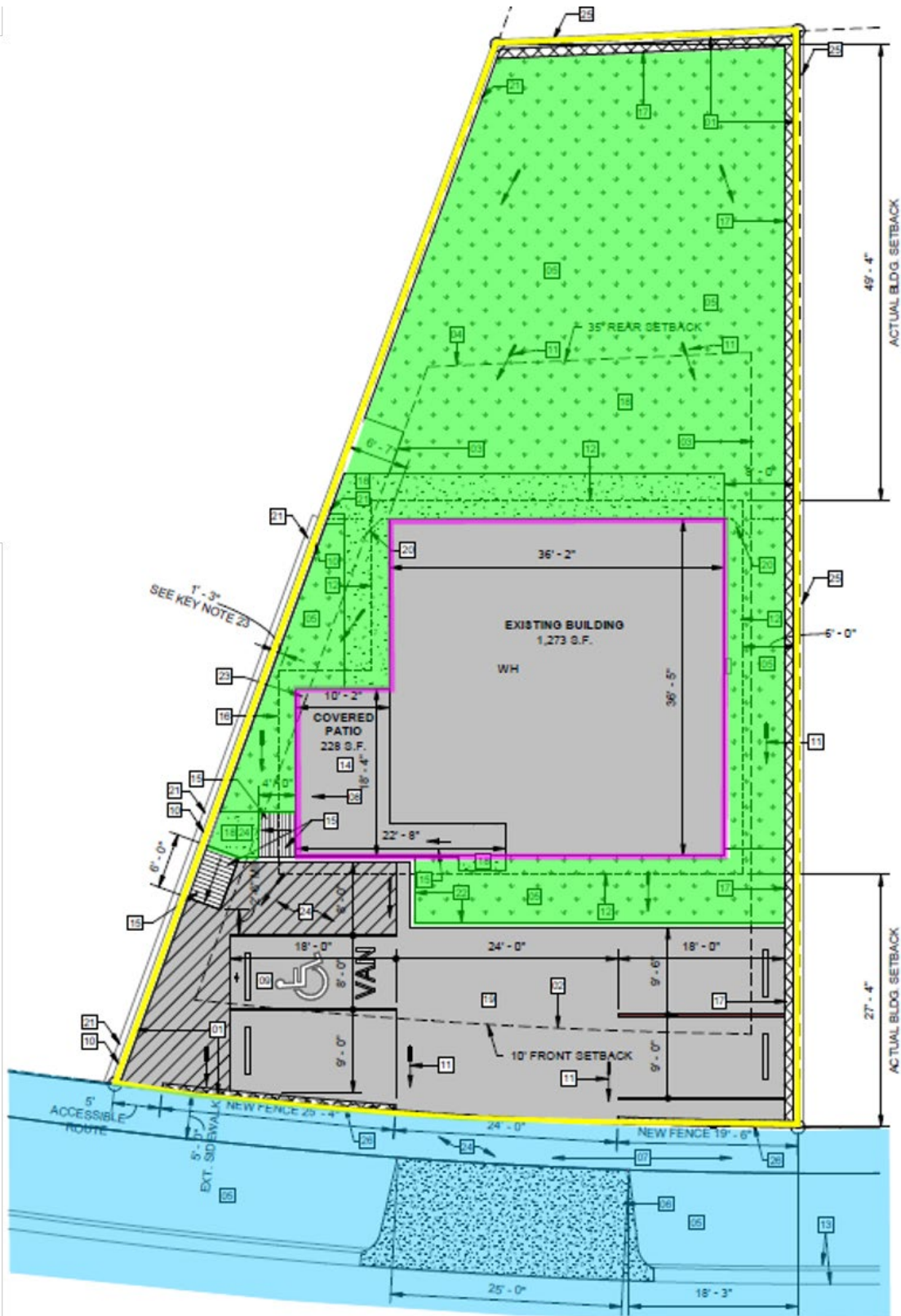


Subject Property



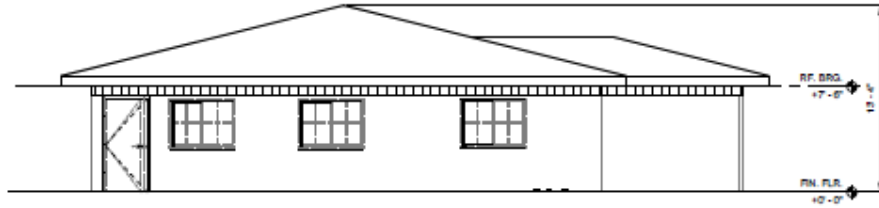


# ATTACHMENT 2

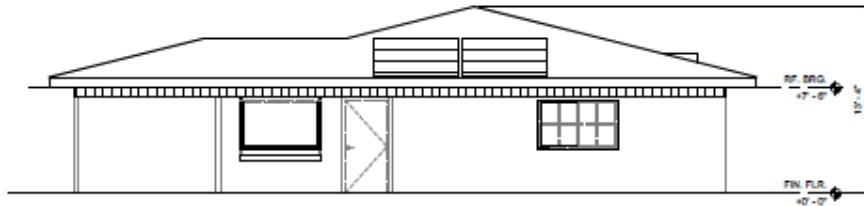




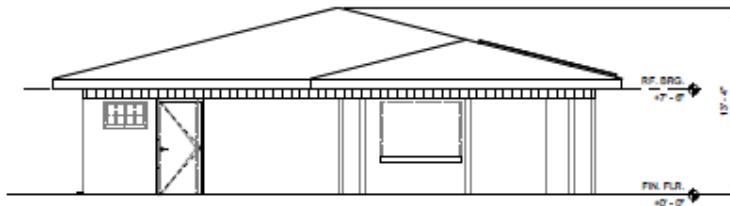
# ATTACHMENT 3



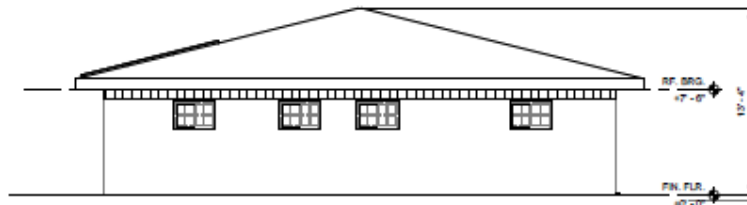
② EXISTING NORTH ELEVATION  
SCALE: 3/16" = 1'-0"



③ EXISTING SOUTH ELEVATION  
SCALE: 3/16" = 1'-0"



④ EXISTING WEST ELEVATION  
SCALE: 3/16" = 1'-0"



⑤ EXISTING EAST ELEVATION  
SCALE: 3/16" = 1'-0"



# **ATTACHMENT 4**

## **Planning and Inspections Department - Planning Division**

Staff recommends **APPROVAL WITH CONDITION** of the special permit request and detailed site development plan requests for the use of a clinic. The proposed development meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit Approvals and Section 20.04.150 – Detailed Site Development Plan Procedures. Furthermore, the proposed development is in accordance with both the G-3, Post War Future Land Use Designation and *Plan El Paso*, the City’s adopted Comprehensive Plan. The recommended condition is the following:

1. *That a screening combination rock wall and wrought iron fence not less than forty-two inches (42”) be installed along the property line abutting Maxwell Avenue.*

## **Planning and Inspections Department – Plan Review & Landscaping Division**

Recommend approval. No objections to the proposed clinic use.

## **Planning and Inspections Department – Land Development**

2. Provide and verify the 6ft rock-wall from high side along the entire length where the residential area borders the commercial area at the time of grading permit (20.16.020 - Mandatory walls. - B. 4. Between all A and C districts by the owner of the C property when he builds upon it at the time of grading permit.
3. It is recommended harvesting area on the property.

*Note: comments will be addressed at the permitting stage.*

## **Fire Department**

No adverse comments.

## **Police Department**

No comments received.

## **Environment Services**

No comments received.

## **Streets and Maintenance Department**

Streets and maintenance traffic engineering has no objections.

## **Sun Metro**

No comments received.

## **El Paso Water**

EPWater-PSB does not object to this request.

1. There is an existing 12-inch diameter water main extending along Maxwell Avenue fronting the subject property. This main is located approximately 20-feet south of the northern right-of-way line of Maxwell Avenue. This water main is available for service.
2. Previous water pressure readings from fire hydrant # 1502 located at 4800 McGregor Drive, have yielded a static pressure of 110 pounds per square inch, a residual pressure of 102 pounds per square inch, and a discharge flow of 783 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.



**Sanitary Sewer**

There is an existing 12-inch diameter sanitary sewer main extending along Maxwell Avenue fronting the subject property. This main is located approximately 30-feet north of the southern right-of-way line of Maxwell Avenue. This sanitary sewer main is available for service.

**General**

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

**Stormwater:**

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

**El Paso County 911 District**

The district has no comments/concerns regarding this zoning case.

**Texas Department of Transportation**

No comments received.

**El Paso County Water Improvement District #1**

No comments received.

**Texas Gas Service**

We have no comments for 4893 Maxwell Avenue.



**PZST24-00006**





# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

## Introduction:

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

## Definitions:

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

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

## Contributor / Donor Information:

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

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

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

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

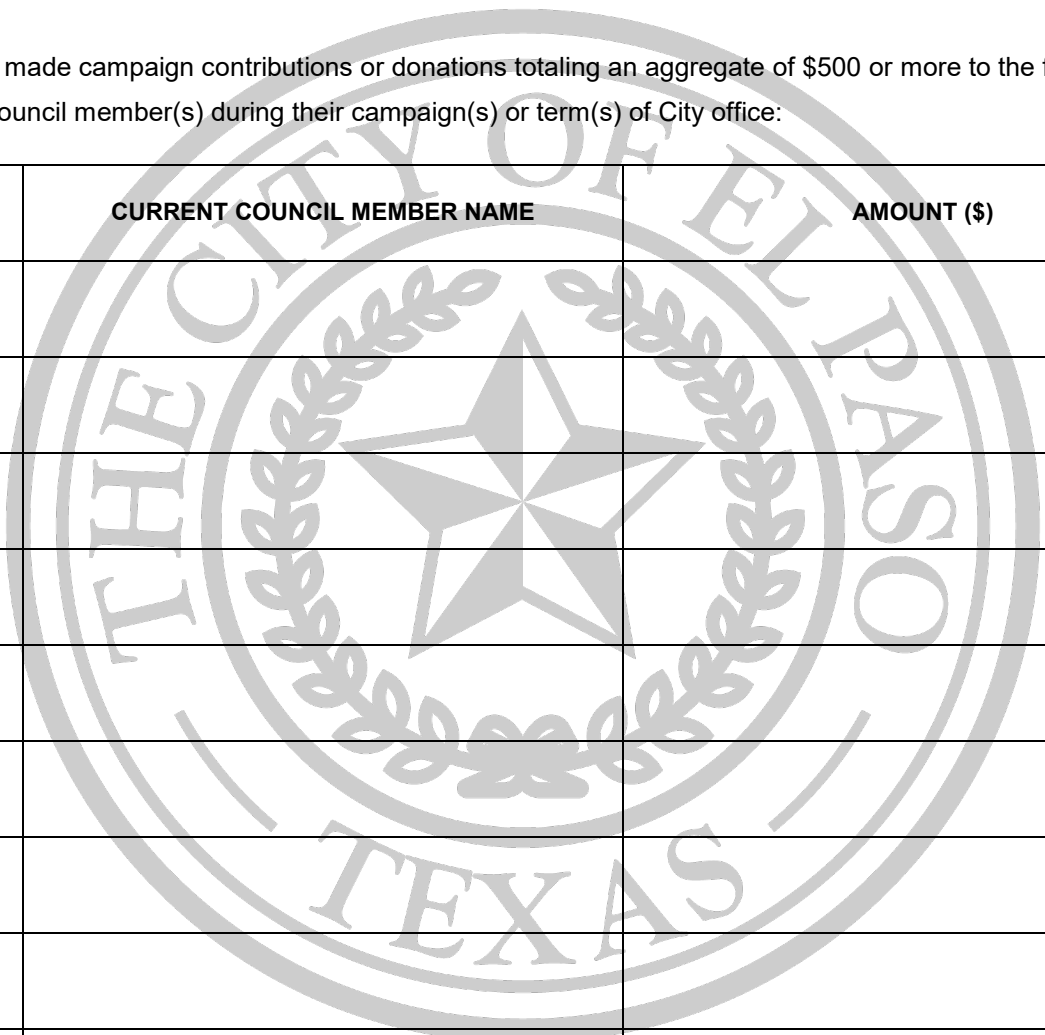


**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso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

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

OR

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



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

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

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





Legislation Text

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File #: 25-224, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 8**

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

**AGENDA LANGUAGE:**

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

An Ordinance granting Special Permit No. PZST24-00003, to allow for an orphanage shelter and side yard setback reduction on the property described as all of Lots 1-24, Block 298, a portion of Lots 1-5 and all of Lots 6-24, all of Lots 35-58, Block 300, together with the vacated portion of Cliff Street between Blocks 298 and 300 and the vacated alley in Block 300, a portion of Block 302, all in Pierce Finley addition, plus Children's Home Subdivision (formerly known as Tract 6-A FM Collins Survey #209), 1100 E. Cliff Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1100 E. Cliff Dr.

Applicant: The Lee & Beulah Moor Children's Home, PZST24-00003



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Philip Tiwa

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



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00003, TO ALLOW FOR A ORPHANAGE SHELTER AND SIDE YARD SETBACK REDUCTION ON THE PROPERTY DESCRIBED AS ALL OF LOTS 1-24, BLOCK 298, A PORTION OF LOTS 1-5 AND ALL OF LOTS 6-24, ALL OF LOTS 35-58, BLOCK 300, TOGETHER WITH THE VACATED PORTION OF CLIFF STREET BETWEEN BLOCKS 298 AND 300 AND THE VACATED ALLEY IN BLOCK 300, A PORTION OF BLOCK 302, ALL IN PIERCE FINLEY ADDITION, PLUS CHILDREN'S HOME SUBDIVISION (FORMERLY KNOWN AS TRACT 6-A FM COLLINS SURVEY #209), 1100 E. CLIFF DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**WHEREAS**, the Lee & Beulah Moor Children's Home, has applied for a Special Permit under Section 20.04.260 of the El Paso City Code to allow for a orphanage shelter and side yard setback reduction; and,

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

**WHEREAS**, the City Plan Commission has recommended approval of the subject Special Permit; and

**WHEREAS**, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

**WHEREAS**, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a R-5 (Residential) District:  
*All of Lots 1-24, Block 298, a portion of Lots 1-5 and all of Lots 6-24, all of lots 35-58, Block 300, together with the vacated portion of Cliff Street between Blocks 298 and 300 and the vacated alley in Block 300, a portion of Block 302, all in Pierce Finley Addition, plus Children's Home Subdivision (formerly known as Tract 6-A FM Collins Survey #209), 1100 E. Cliff Drive, City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference; and,*
2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for orphanage shelter and side yard setback reduction on the property described in Paragraph 1 of this Ordinance; and,
3. That this Special Permit is issued subject to the development standards in the R-5 (Residential) District regulations and is subject to the approved Detailed Site Development

**ORDINANCE NO. \_\_\_\_\_**



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,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST24-00003, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO**

**ATTEST:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

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

**APPROVED AS TO FORM:**

*Russel T. Abeln*

\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*

\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

**ORDINANCE NO.** \_\_\_\_\_

HQ24-4131|Trans#598876|P&I  
Planning & Zoning 110 E. Cliff  
RTA



## AGREEMENT

**Lee & Beulah Moor Children's Home**, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **R-5 (Residential) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 9 day of January, 2025.

Lee & Beulah Moor Children's Home

Carol Johnson  
(Signature)

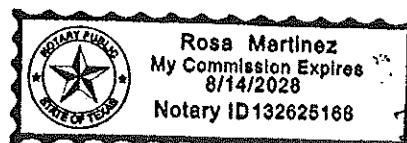
Carol Johnson  
(Name/Title)

## ACKNOWLEDGMENT

THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO   )

This instrument is acknowledged before me on this 9 day of January, 2025, by Carol Johnson for Lee & Beulah Moor Children's Home as Applicant.

(Seal)



Notary Public, State of Texas  
Signature

Rosa Martinez  
Printed or Typed Name

My Commission Expires:

8/14/28

**ORDINANCE NO.** \_\_\_\_\_

HQ24-4131|Trans#598876|P&I  
Planning & Zoning 110 E. Cliff  
RTA



## PROPERTY DESCRIPTION

## 1100 CLIFF

Description of a parcel of land being all of Lots 1-24, Block 298, a portion of Lots 1-5 and all of Lots 6-24, all of Lots 35-58, Block 300, together with the vacated portion of Cliff Street between Blocks 298 and 300 and the vacated alley in Block 300, a portion of Block 302, all in Pierce Finley Addition, plus Children's Home Subdivision (formerly known as Tract 6-A FM Collins Survey #209), City of El Paso, El Paso County, Texas, map of said Pierce Finley Addition recorded in book 15, page 54, Plat records of El Paso County, and map of said Children's Home Subdivision recorded in Clerk's File #20240045514, and also being a contiguous parcel which is a portion of those parcels recorded in book 3162, page 898, El Paso County Clerks Records, and described as follows;

Beginning at a 1/2" rebar with cap stamped "1976" found at the most northerly corner of said Children's Home Subdivision, said rebar lying on the southeasterly ROW line of E. Cliff Avenue (variable width ROW described in book 1352, page 88), from which an original city monument found at the intersection of Brown Street with River Avenue bears South 52°50'52" East a distance of 873.21' (bearing basis), and being the "Point Of Beginning";

Thence, with the easterly boundary of said Children's Home Subdivision, South 37°37'00" East a distance of 270.21' to a 5/8" rebar with cap stamped "5372" set at the most easterly corner of said Children's Home Subdivision and being an angle point for this parcel;

Thence, with the northwesterly boundary line of that parcel described in Clerk's File #20030108810, South 52°23'00" West a distance of 85.73' to a 5/8" rebar with cap stamped "5372" set at the intersection with the northerly boundary line of said Block 300 of said Pierce Findley Addition, and being an angle point for this parcel;

Thence, with the southwesterly boundary line of that vacated ROW recorded in book 4371, page 584, and book 1206, page 862, South 37°36'59" East a distance of 408.33' to a 1/2" rebar with cap found at the southeasterly corner of said Lot 24, Block 298, and lying on the northwesterly ROW of a platted 18' wide alley lying in said Block 298;

Thence, with said northwesterly ROW of a platted 18' wide alley, South 52°23'00" West a distance of 600.00' to a PK nail set at the southwesterly corner of said Lot 1, Block 298, and also lying on the northeasterly ROW of Octavia Street (70' wide);

Thence, with said northeasterly ROW of said Octavia Street, North 37°37'00" West a distance of 309.85' to a 5/8" rebar with cap "5372" set at the intersection with the easterly ROW of said E. Cliff Avenue;

Thence, with said ROW of said E. Cliff Avenue, North 00°00'00" West a distance of 232.55' to a 5/8" rebar with cap stamped "5372" set for the point of curvature;

Thence, continuing with said ROW of said E. Cliff Avenue, 219.46' along the arc of a curve to the right, having a central angle of 26°33'23", a radius of 473.48' and a chord that bears North 13°16'41" East a distance of 217.50' to the intersection with the northerly boundary line of said Block 302 which is also the northerly boundary line of said Pierce Findley Addition;

Thence, continuing with said ROW of said E. Cliff Avenue, 213.43' along the arc of a curve to the right, having a central angle of 25°49'36", a radius of 473.48' and a chord that bears North 39°28'10" East a distance of 211.62' to a 5/8" rebar with cap stamped "5372" set for the point of termination of this curve;

Thence, continuing with said ROW of said E. Cliff Avenue, North 52°23'00" East a distance of 168.75' to the "Point Of Beginning" and containing 370,125 sq. ft. or 8.4969 acres.

Based on a field survey performed under my supervision and dated 4/02/2020.

  
John A Eby, Texas R.P.L.S. 5372 NM PLS 17779

Paso Del Norte Surveying Inc.  
13998 Bradley Road  
El Paso, TX. 79938  
915-241-1841  
TBPELS FIRM #10001200





## IMPROVEMENTS LEGEND

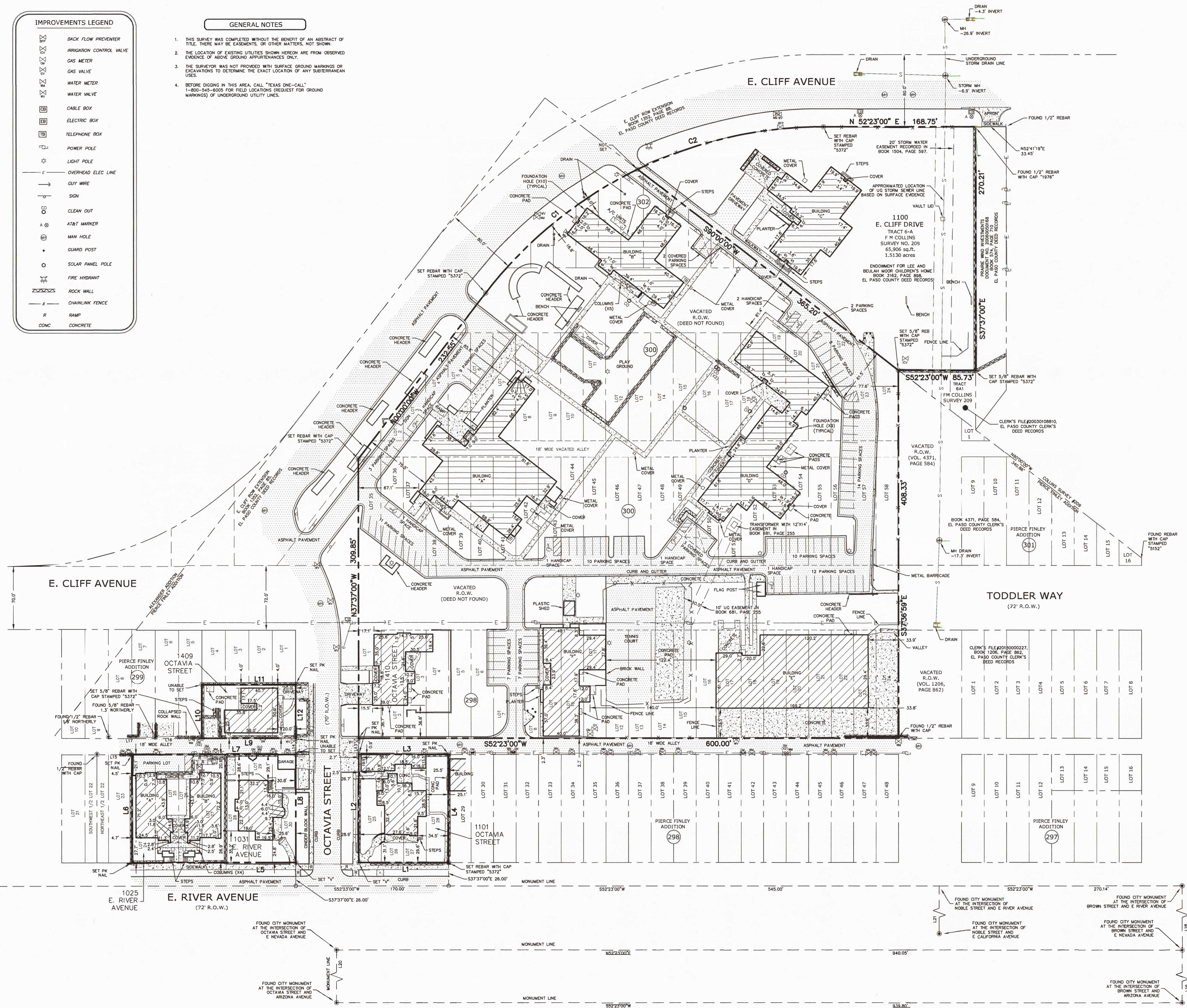
	BACK FLOW PREVENTER
	IRRIGATION CONTROL VALVE
	GAS METER
	GAS VALVE
	WATER METER
	WATER VALVE
	CABLE BOX
	ELECTRIC BOX
	TELEPHONE BOX
	POWER POLE
	LIGHT POLE
	OVERHEAD ELEC LINE
	GUY WIRE
	SIGN
	CLEAN OUT
	AT&T MARKER
	MAN HOLE
	GUARD POST
	SOLAR PANEL POLE
	FIRE HYDRANT
	ROCK WALL
	CHAINLINK FENCE
	RAMP
	CONC

## GENERAL NOTES

- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.
- THE LOCATION OF EXISTING UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY.
- THE SURVEYOR WAS NOT PROVIDED WITH SURFACE GROUND MARKINGS OR EXCAVATIONS TO DETERMINE THE EXACT LOCATION OF ANY SUBTERRANEAN UTILITIES.
- BEFORE DIGGING IN THIS AREA, CALL "TEXAS ONE-CALL" 1-800-545-6005 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES.

## BOUNDARY AND IMPROVEMENT SURVEY

ALL OF LOTS 1-24, BLOCK 298, A PORTION OF LOTS 1-5 AND ALL OF LOTS 6-24, ALL OF LOTS 35-58, BLOCK 300, TOGETHER WITH THE VACATED PORTION OF CLIFF STREET BETWEEN BLOCKS 298 AND 300 AND THE VACATED ALLEY IN BLOCK 300, A PORTION OF BLOCK 302, ALL IN PIERCE FINLEY ADDITION, PLUS CHILDREN'S HOME SUBDIVISION (FORMERLY KNOWN AS TRACT 6-A FM COLLINS SURVEY #209), CITY OF EL PASO, EL PASO COUNTY, TEXAS



0' 50' 100'  
SCALE: 1"=50'

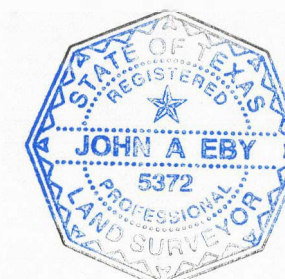
LINE	LENGTH	BEARING
L1	100.00	S52°23'00"W
L2	120.00	N37°37'00"E
L3	100.00	N52°23'00"E
L4	120.00	S37°37'00"E
L5	182.00	S52°23'00"W
L6	120.00	N37°37'00"E
L7	182.00	N52°23'00"E
L8	120.00	S37°37'00"E
L9	104.00	S52°23'00"W
L10	65.00	N37°37'00"E
L11	104.00	N52°23'00"E
L12	65.00	S37°37'00"E
L13	18.00	N37°37'00"E
L14	18.00	N37°37'00"W
L15	38.78	S52°23'00"W
L16	52.08	S52°23'00"E
L17	31.83	S37°37'00"E
L18	659.81	S37°37'00"E
L19	329.94	S37°37'00"E
L20	329.91	N37°37'45"W
L21	329.81	S37°37'45"E

CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CHORD
C1	213.48	473.48	28.3373	N39°28'10"E	217.50
C2	213.43	473.48	25.4936	N39°28'10"E	211.62

## CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLES WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS

JOHN A EBY TX-8372 NM-17779



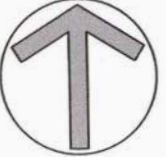
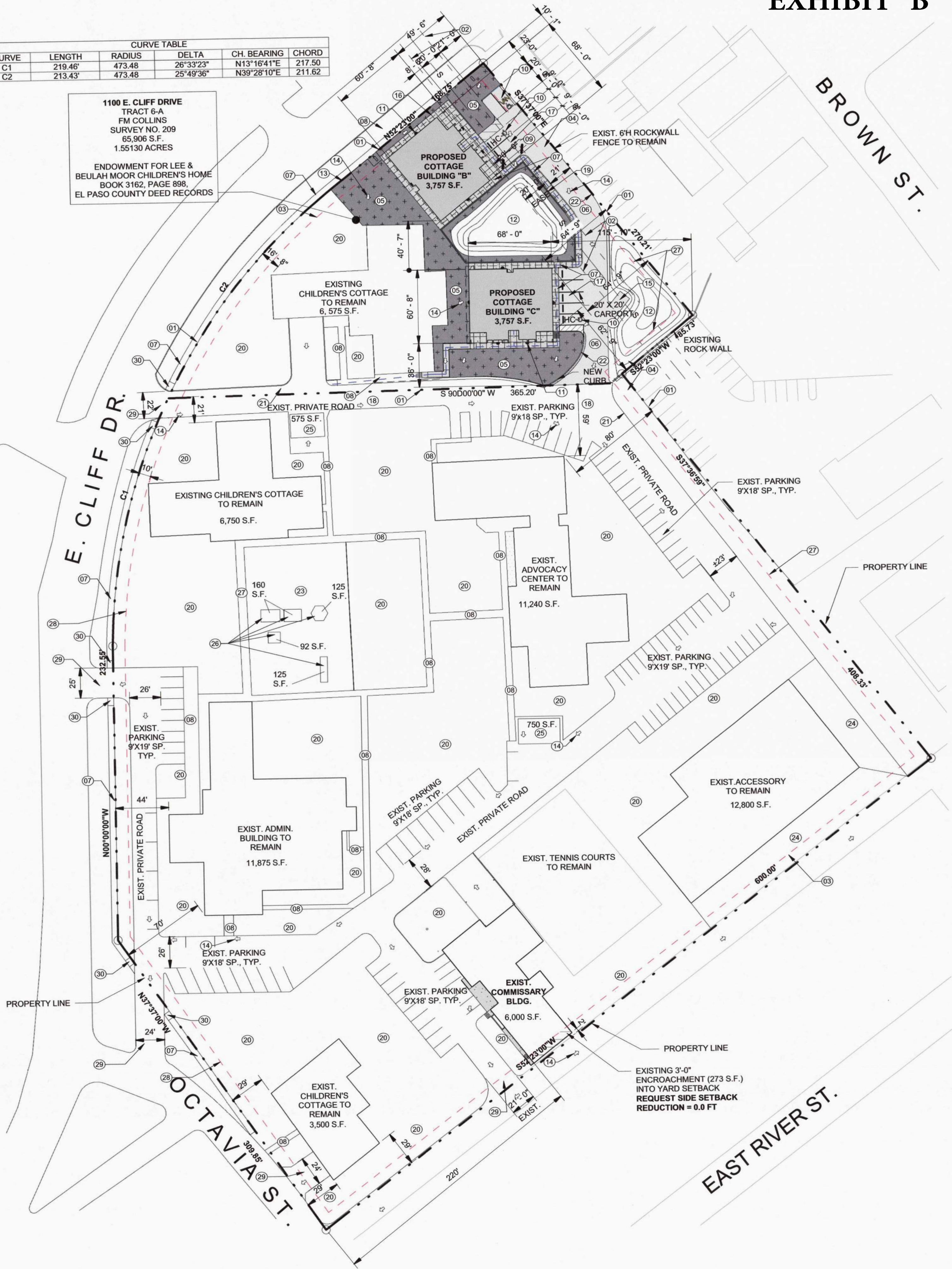
TITLE CO: NONE PROVIDED  
FIRM ZONE: C PANEL#: 480214 0039B DATED: 10/15/1982  
DATE OF SURVEY: 04/02/2020 OFFICE: DH FIELD: JAE, DE, AG  
PASO DEL NORTE SURVEYING INC. PH. 915-241-1841  
13998 BRADLEY ROAD, EL PASO, TEXAS 79938 FAX 915-855-6925  
© COPYRIGHT



EXHIBIT "B"

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CH. BEARING
C1	219.46'	473.48'	26°33'23"	N13°16'41"E
C2	213.43'	473.48'	25°49'36"	N39°28'10"E

1100 E. CLIFF DRIVE  
TRACT 6-A  
FM COLLINS  
SURVEY NO. 209  
65,906 S.F.  
1.55130 ACRES  
  
ENDOWMENT FOR LEE &  
BEULAH MOOR CHILDREN'S HOME  
BOOK 3162, PAGE 898,  
EL PASO COUNTY DEED RECORDS



1 DETAILED SITE DEVELOPMENT PLAN  
SCALE: 1" = 50'-0"

#	KEYED NOTES
01	PROPERTY LINE
02	20' SEWER EASEMENT
03	10' STREET YARD SETBACK
04	5' SIDE YARD SETBACK
05	PROPOSED LANDSCAPE AREA
06	NEW H/MAC PAVED DRIVE
07	NEW CONCRETE 5'-0" WALK
08	EXISTING PEDESTRIAN WAY
09	5-SPACE BICYCLE PARKING LOCATION
10	ACCESSIBLE PARKING 9'-0"x18'-0"
11	BUILDING-MOUNTED SITE LIGHTING AT 9'-0" HEIGHT
12	PONDING AREA
13	6'-0" CHAINLINK FENCE
14	STORMWATER DRAINAGE DIRECTION
15	DUMPSTER LOCATION
16	1'-4" ROOF OVERHANG
17	STANDARD PARKING 9'-0" X18'-0"
18	EXISTING PAVED PRIVATE ROAD
19	6'-0" METAL GATE AROUND PONDING
20	EXISTING LANDSCAPE AREA
21	EXISTING CURB
22	NEW CONCRETE CURB
23	EXISTING PLAYGROUND AREA
24	EXISTING CONCRETE BERM
25	EXISTING PARKING SHADE STRUCTURE
26	EXISTING PLAYGROUND SHADE
27	10' REAR YARD SETBACK
28	10' FRONT YARD SETBACK
29	EXISTING DRIVEWAY
30	NEW ACCESSIBLE CURB RAMP



PLANNING & INSPECTIONS DEPARTMENT  
PLANNING DIVISION  
DETAILED SITE DEVELOPMENT PLAN  
APPROVED BY CITY COUNCIL

11/25/25  
DATE  
Carol Johnson  
APPLICANT  
Kevin Smith  
EXECUTIVE SECRETARY, CITY PLAN COMMISSION  
  
CITY MANAGER

CODE DATA - (NEW COTTAGES) TYP. OF 2

CODE RESEARCH DATA-BUILDING CODE  
ALL BUILDING CODE RESEARCH IS BASED ON THE 2015 INTERNATIONAL BUILDING CODE (I.B.C.)  
AND THE 2015 INTERNATIONAL FIRE CODE (I.F.C.) AS USED BY THE CITY OF EL PASO, TX.  
  
PROJECT SCOPE/DESCRIPTION  
ADDRESS: 1100 E. CLIFF DRIVE EL PASO, TEXAS 79902  
2 NEW BUILDINGS USE OF ORPHANAGE/SHELTER  
PRIMARY RESIDENCE FOR A MAXIMUM OF 12 CHILDREN RANGING FROM 5 TO 18 YEARS OF AGE  
SUPERVISED 24 HOURS BY 2 ADULTS.  
  
LEGAL DESCRIPTION  
A PORTION OF TRACT 6-A,  
FM COLLINS SURVEY #209,  
CITY OF EL PASO, EL PASO COUNTY, TEXAS

ZONING  
R-5 (J.2)  
SETBACKS:  
FRONT: 10';  
REAR: 10';  
SIDE: 5'. REQUEST SIDE SETBACK REDUCTION = 0.0 FT  
SIDE STREET: 10'  
MAXIMUM HEIGHT LIMITATION: 35'-0"  
NO MINIMUM LOT SIZE, WIDTH, OR DEPTH REQUIREMENTS  
  
PARKING  
NEW PARKING: ORPHANAGE/SHELTER (AGES FROM 5 TO 18) REFER TO CASE: PZVE22-00228  
MIN. 1 PARKING SPACE PER 720 GROSS S.F. - 3,757 / 720 = 5 SPACES REQUIRED  
MAX. 1 PARKING SPACE PER 500 GROSS S.F. - 3,757 / 250 = 8 SPACES ALLOWED  
STANDARD PARKING SPACES: 4 (PER COTTAGE) 8 TOTAL  
HANDICAP PARKING SPACES: 1 (PER COTTAGE) 2 TOTAL  
TOTAL PARKING SPACES PROVIDED: 10  
BICYCLE PARKING: 5-SPACE BICYCLE RACK PROVIDED  
Note 3: When the minimum required automobile parking exceeds 60 spaces, 5% of the number required over 60 shall be added as required bicycle parking. This calculation shall be rounded up to the next whole number. The minimum number of bicycle spaces required regardless of the calculation shall be 3 and the maximum number of bicycle spaces required regardless of the calculation shall be 40.  
EXISTING PARKING:  
STANDARD PARKING SPACES: 106  
ACCESSIBLE PARKING SPACES: 8  
TOTAL EXISTING SPACES 114  
OVERALL PARKING SPACES (EXISTING AND NEW): 124

LANDSCAPE CALCULATIONS

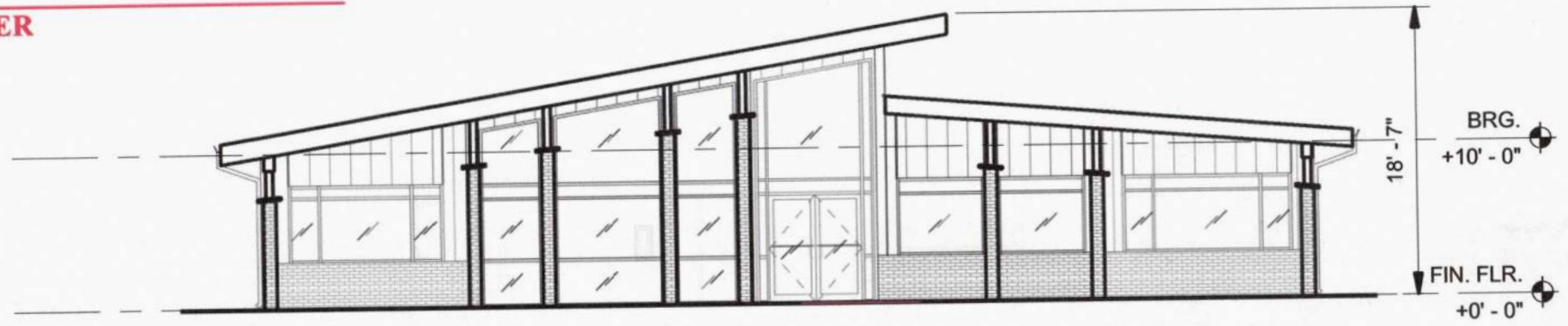
LANDSCAPE AREA REQUIRED: 1,125 S.F.  
7,500 S.F. ADDITION + 15% = 12,260 S.F.  
LANDSCAPE AREA PROVIDED =

SITE AREA CALCULATIONS

LOT AREA (EXTENT OF WORK AREA): 35,591 S.F.  
PARKING: 7,727 S.F.  
PONDING: 4,444 S.F.  
GREEN AREA: 12,260 S.F.  
  
GREEN AREA IS 34% OF PROPERTY.

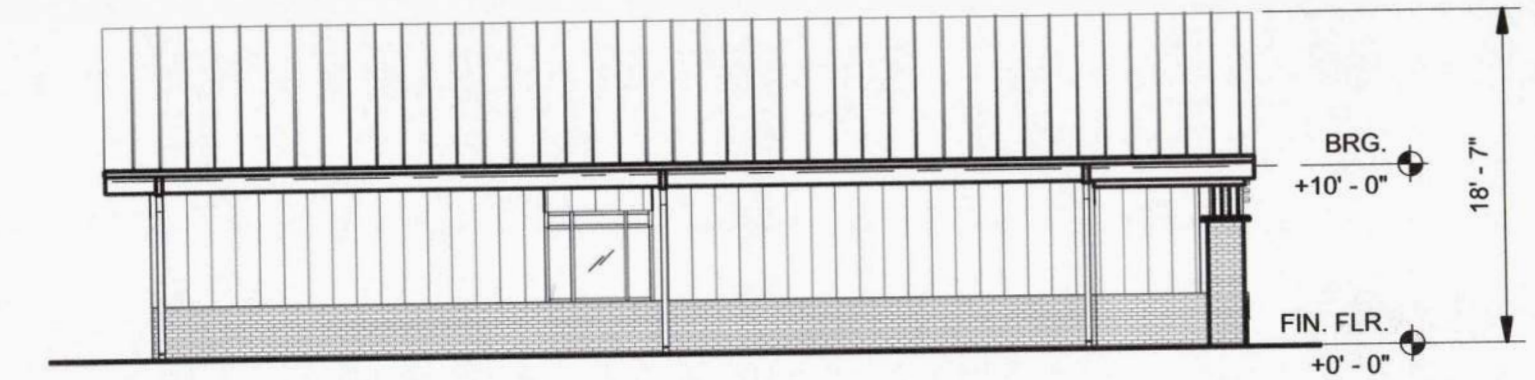
3 FRONT EXTERIOR ELEVATION - COTTAGE

SCALE: 3/32" = 1'-0"



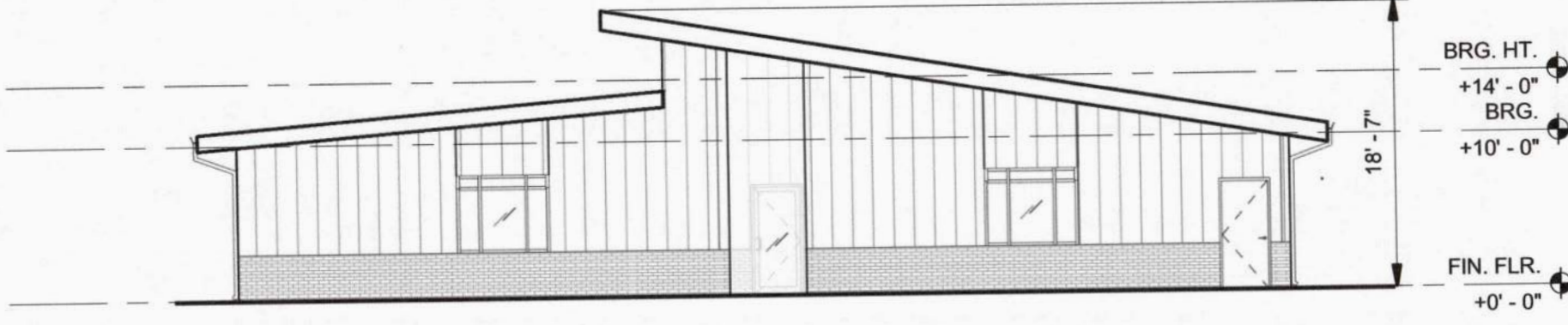
4 LEFT SIDE EXTERIOR ELEVATION - COTTAGE

SCALE: 3/32" = 1'-0"



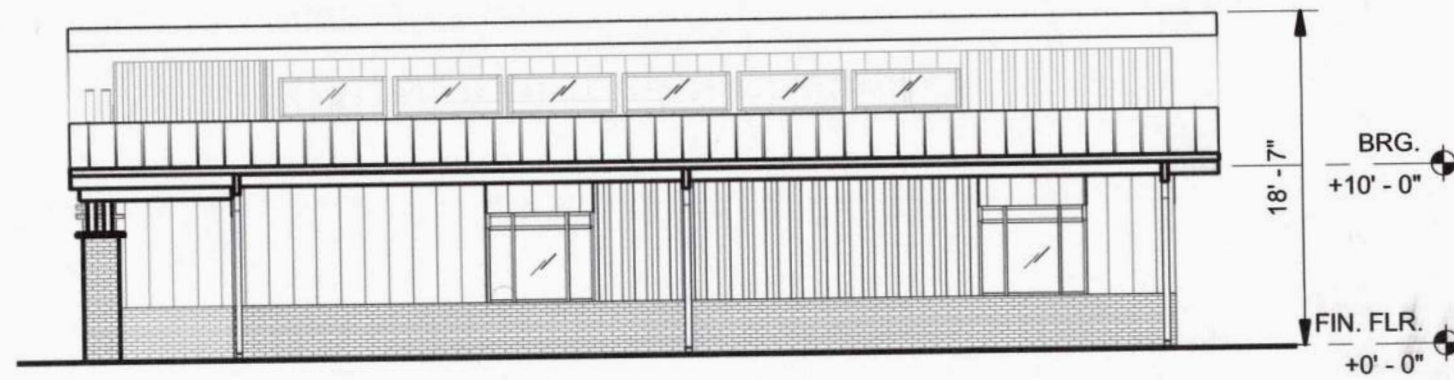
5 REAR EXTERIOR ELEVATION - COTTAGE

SCALE: 3/32" = 1'-0"



6 RIGHT SIDE EXTERIOR ELEVATION - COTTAGE

SCALE: 3/32" = 1'-0"



FOR PLANNING/ZONING REVIEW



RENOVATION & ADDITIONS TO  
**LEE & BEULAH MOOR**  
CHILDREN'S HOME  
1100 E Cliff Dr, El Paso, TX 79902

1810 Wyoming ave  
el paso, tx 79903  
ph: 915.534.8062  
fax: 915.534.8083



PLANNING/ZONING

COMMISSION No.  
21-014

DATE: 11/18/2024

REVISIONS  
# Description Date

SHEET: **Z-1**

1 OF 1



# 1100 Cliff

City Plan Commission — December 19, 2024 **(REVISED)**



<b>CASE NUMBER:</b>	<b>PZST24-00003</b>
<b>CASE MANAGER:</b>	Andrew Salloum, (915) 212-1603, <a href="mailto:SalloumAM@elpasotexas.gov">SalloumAM@elpasotexas.gov</a>
<b>PROPERTY OWNER:</b>	Lee & Beulah Moor Children's Home
<b>APPLICANT:</b>	Alejandro Mireles
<b>REPRESENTATIVE:</b>	PSRBB Architects
<b>LOCATION:</b>	1100 E. Cliff Dr. (District 8)
<b>PROPERTY AREA:</b>	8.50 acres
<b>REQUEST:</b>	Special Permit and Detailed Site Development Plan approval to allow for the use of Orphanage shelter and a reduction to side yard setback in the R-5 (Residential) zone district
<b>RELATED APPLICATIONS:</b>	None
<b>PUBLIC INPUT:</b>	None received as of December 12, 2024

**SUMMARY OF REQUEST:** The applicant is requesting a special permit and detailed site development plan approval for the use of orphanage shelter in the R-5 (Residential) zone district.

**SUMMARY OF STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the special permit and detailed site development plan requests for the use of orphanage shelter. The proposed development meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit and Section 20.04.150 – Detailed Site Development Plan. Furthermore, the proposed development is in accordance with both the G-2 Traditional Neighborhood Future Land Use Designation and *Plan El Paso*, the City's adopted Comprehensive Plan.

## PZST24-00003

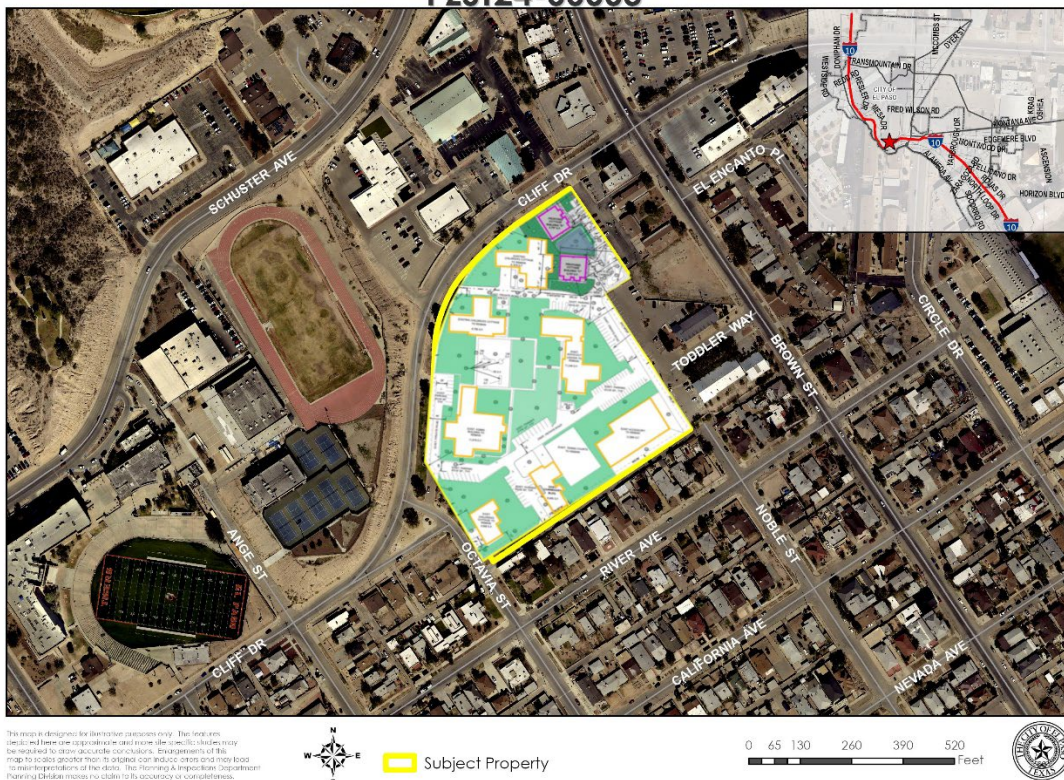


Figure A. Detailed Site Development Plan Superimposed on Aerial Imagery.



**DESCRIPTION OF REQUEST:** The applicant is requesting review and approval of a special permit and detailed site development plan for the existing use and proposed expansion of an orphanage shelter on the subject property in the R-5 (Residential) zone district. The detailed site development plan shows multiple existing buildings on the property. New proposed improvements include two 3,757 square foot buildings and a ponding area on a portion of the north property. The existing building has a maximum height of eighteen feet seven inches (18'-7"). The applicant also is requesting the reduction from the required five feet (5') side yard setback to zero feet (0'). The development provided one hundred twenty-four (124) vehicular parking spaces and five (5) bicycle parking spaces to accommodate patrons and personnel. Pedestrian and vehicular access to the subject property is provided from Cliff Drive, Octavia Street, and the alley.

<b>COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. The detailed site development plan demonstrates compliance with all other applicable standards per the El Paso City Code.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of <i>Plan El Paso</i> and the G-2, Traditional Neighborhood Land Use designation. The proposed development will integrate with business and medical office development along Cliff Drive.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Cliff Drive, a minor arterial, as classified on the City of El Paso's Major Thoroughfare Plan (MTP), and is appropriate for commercial business and traffic. This roadway connects with other roadways which serve as a pathway for the orphanage shelter and other facilities in the area.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. No impact is anticipated from the approval of the proposed special permit and detailed site development plan. The proposed development adheres to zoning requirements and will not impose a risk to neighboring properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The proposed facility will provide adequate screening between residential areas through the surrounding 6-foot rock wall that is already existing.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The proposed development is compatible with less intensive non-residential uses and other residential structures. The principal building will maintain its façade and be converted for the use of an orphanage shelter.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed development will maintain the existing building façade and comply with setback requirements. However, the applicant is requesting for a side yard setback reduction of an existing building along the alley.



<b>COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS &amp; POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b><u>G-2, Traditional Neighborhood:</u></b> This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the Smart Code as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.</p>	Yes. The property is in character with the future land use designation of <i>Plan El Paso</i> .
<p><b>Compatibility with Surroundings:</b> The proposed use is compatible with those surrounding the site:</p> <p><b><u>R-5 (Residential) District:</u></b> The purpose of this districts is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	Yes. The proposed development is compatible with adjacent single-family dwellings, multi-family dwellings, high school, business and medical offices with adjacent R-5 (Residential), A-O (Apartment/Office), A-2 and A-3 (Apartment) zone districts.
<b>THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.	The proposed development is not located within a historic district or special designation area.
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed facility is not anticipated to pose any adverse effects on the community.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
<b>Stability:</b> Whether the area is stable or in transition.	The area is stable, with no rezoning in the area within the last 10 years.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Existing zoning will not be changed. Due to the location of the proposed facility and the use of orphanage shelter, a special permit is required per City Code.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The subject property fronts Cliff Drive, a street designated as a minor arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to serve the development. Pedestrian access will be provided by a proposed five-foot (5') sidewalk. There are at least eight (8) bus stops within walkable distance (0.25 mile) of the subject property. The closest bus stop is 0.06 miles away along Cliff Drive and Brown Street.



**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments from reviewing departments.

**PUBLIC COMMENT:** The subject property lies within El Paso Central Business Association and Sunrise Civic Group, all of which were notified of the request. Notices were sent to property owners within 300 feet of the subject property on December 6, 2024. As of December 12, 2024, the Planning Division has not received communication in support or opposition to the special permit and detailed site development plan request.

**CITY PLAN COMMISSION OPTIONS:**

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

1. **Recommend Approval** of the special permit 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 special permit 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 special permit 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.

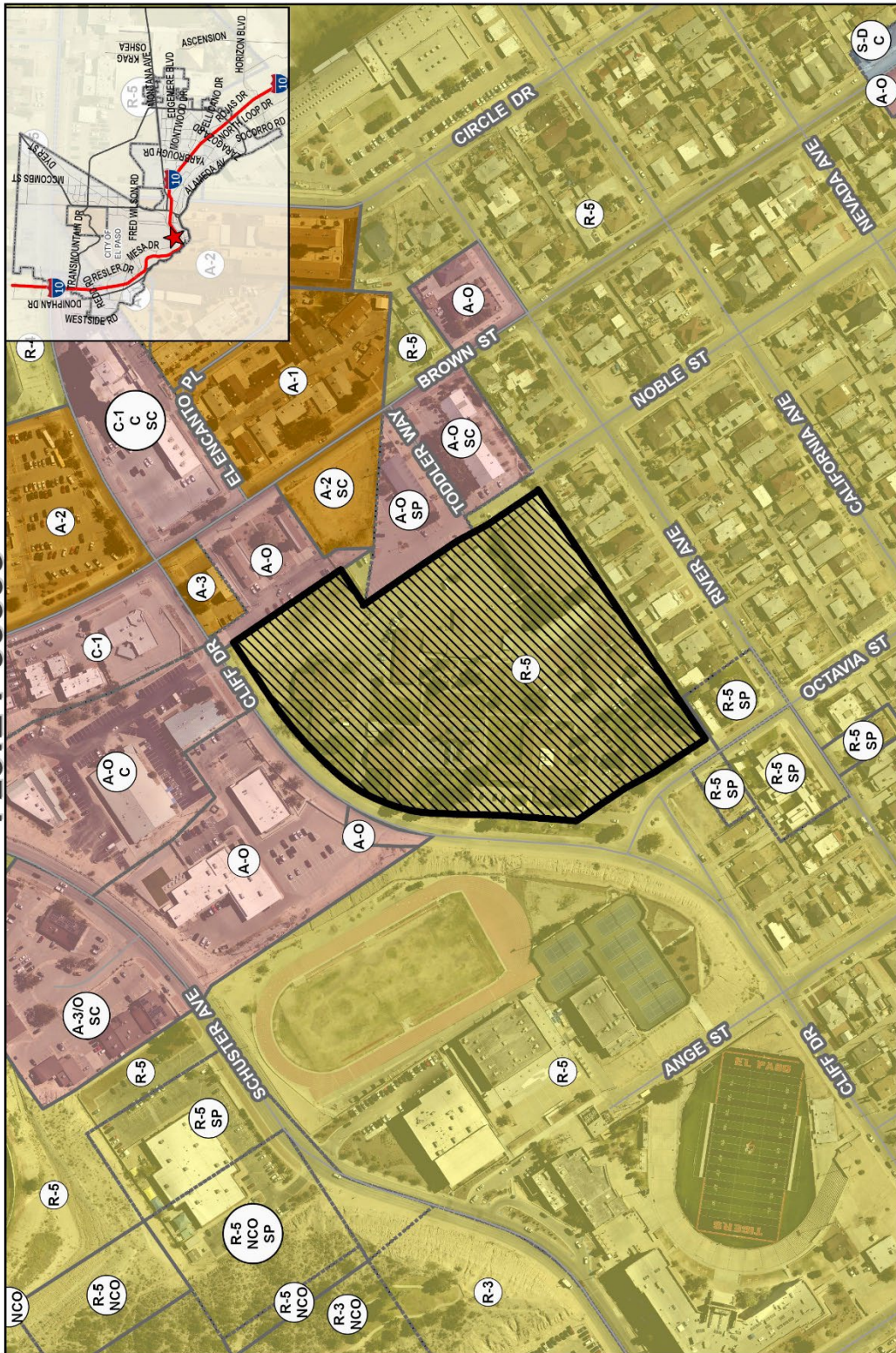
**ATTACHMENTS:**

1. Zoning Map
2. Detailed Site Plan
3. Elevations
4. Department Comments
5. Neighborhood Notification Boundary Map



# ATTACHMENT 1

PZST24-00003



0 65 130 260 390 520 Feet



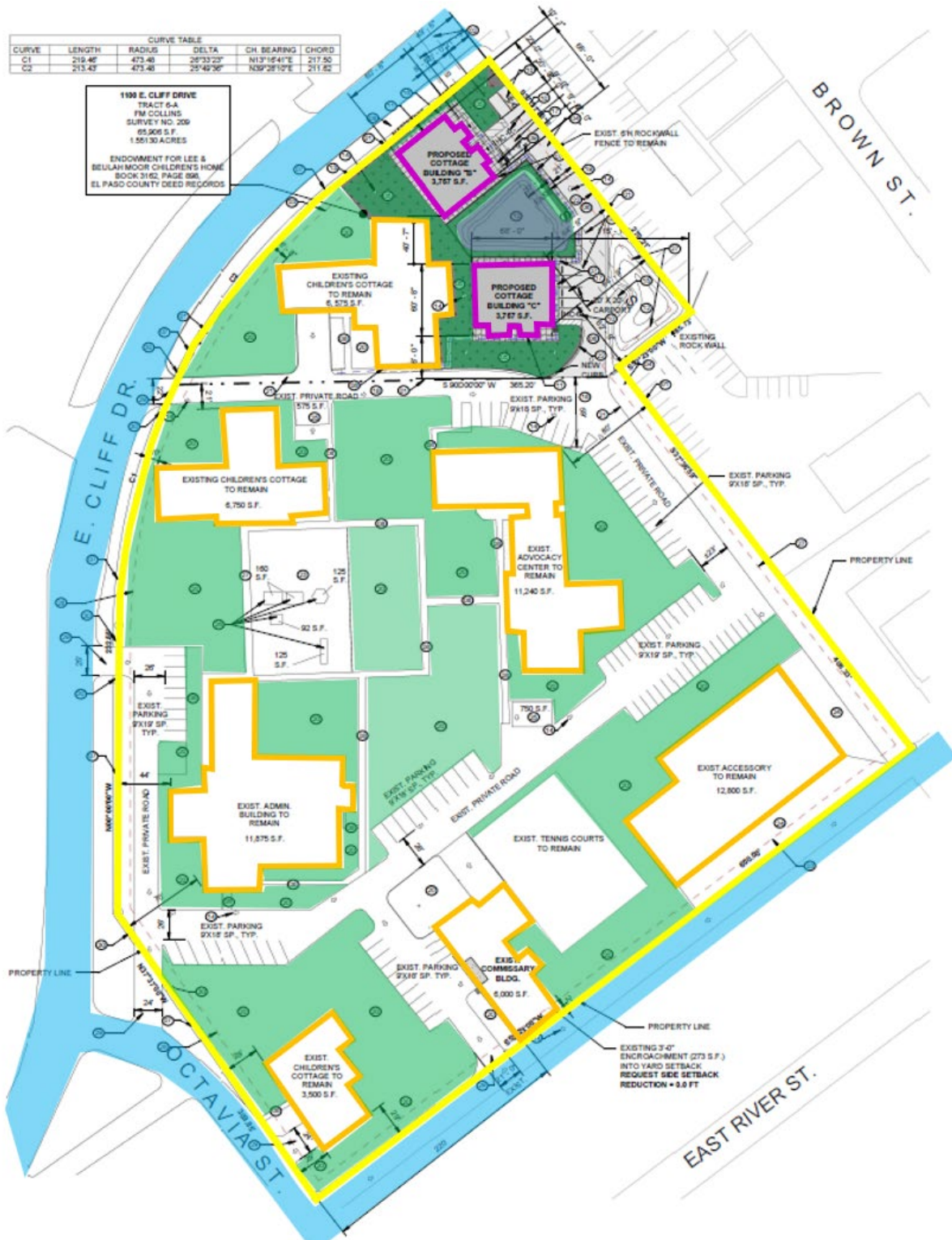
Subject Property



This map is designed for illustrative purposes only. The features depicted on this map are not intended to be used for any other purpose. The map is not a survey and should not be used for any legal or financial purposes. The map is not a guarantee of accuracy and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

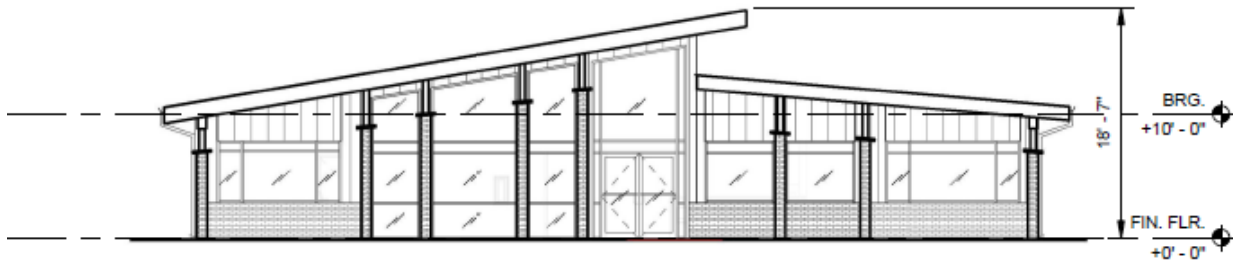


# ATTACHMENT 2



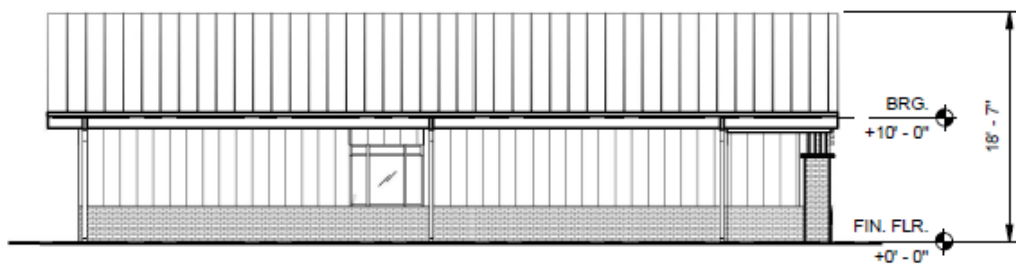


# ATTACHMENT 3



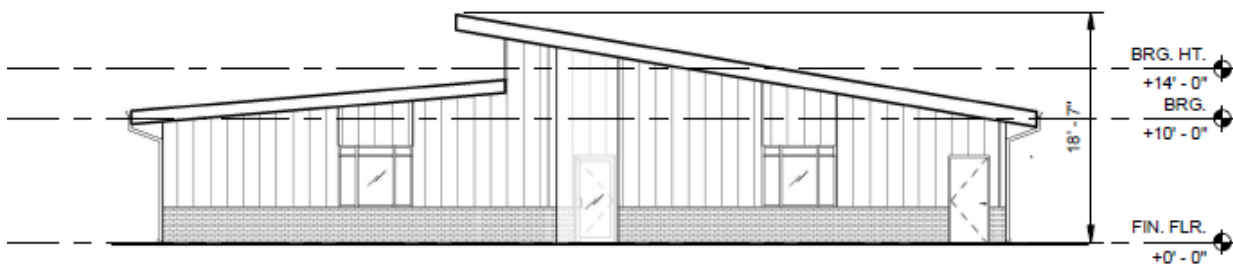
FRONT EXTERIOR ELEVATION - COTTAGE

SCALE: 3/32" = 1'-0"



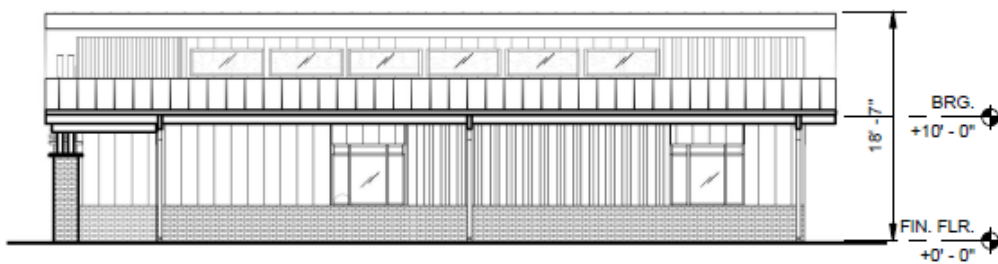
LEFT SIDE EXTERIOR ELEVATION - COTTAGE

SCALE: 3/32" = 1'-0"



REAR EXTERIOR ELEVATION - COTTAGE

SCALE: 3/32" = 1'-0"



RIGHT SIDE EXTERIOR ELEVATION - COTTAGE

SCALE: 3/32" = 1'-0"



# **ATTACHMENT 4**

## **Planning and Inspections Department – Planning Division**

Staff recommends APPROVAL of the special permit and detailed site development plan requests for the use of orphanage shelter. The proposed development meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit and Section 20.04.150 – Detailed Site Development Plan.

## **Planning and Inspections Department – Plan Review & Landscaping Division**

No objections to the proposed special permit.

At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

## **Planning and Inspections Department – Land Development**

No objections to the special permit and detailed site development plan.

## **Fire Department**

No adverse comments.

## **Police Department**

No comments received.

## **Environment Services**

No comments received.

## **Streets and Maintenance Department**

Street and Maintenance Traffic Engineering has no objections.

## **Sun Metro**

No comments received.

## **El Paso Water**

EPWater-PSB does not object to this request.

### **Water:**

There is an existing 8-inch diameter water main along E. Cliff Drive approximately 45 feet west of the property. This main is available for service.

Previous water pressure from fire hydrant #8249 located on E. Cliff Drive approximately 575 feet west of Brown Street has yield a static pressure of 140 psi, a residual pressure of 112 psi, and a discharge of 1,592 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWater records indicate two (2) active meters, a 1-inch domestic water service and an active 2-inch yard meter with 1102 E. Cliff Drive as the service address.

### **Sanitary Sewer:**

There is an existing 8-inch diameter sanitary sewer main along E. Cliff Drive approximately 35 feet north of the western property line. This main is available for service.



**General:**

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

**Stormwater:**

No comments received.

**Texas Department of Transportation**

No comments received.

**911 District**

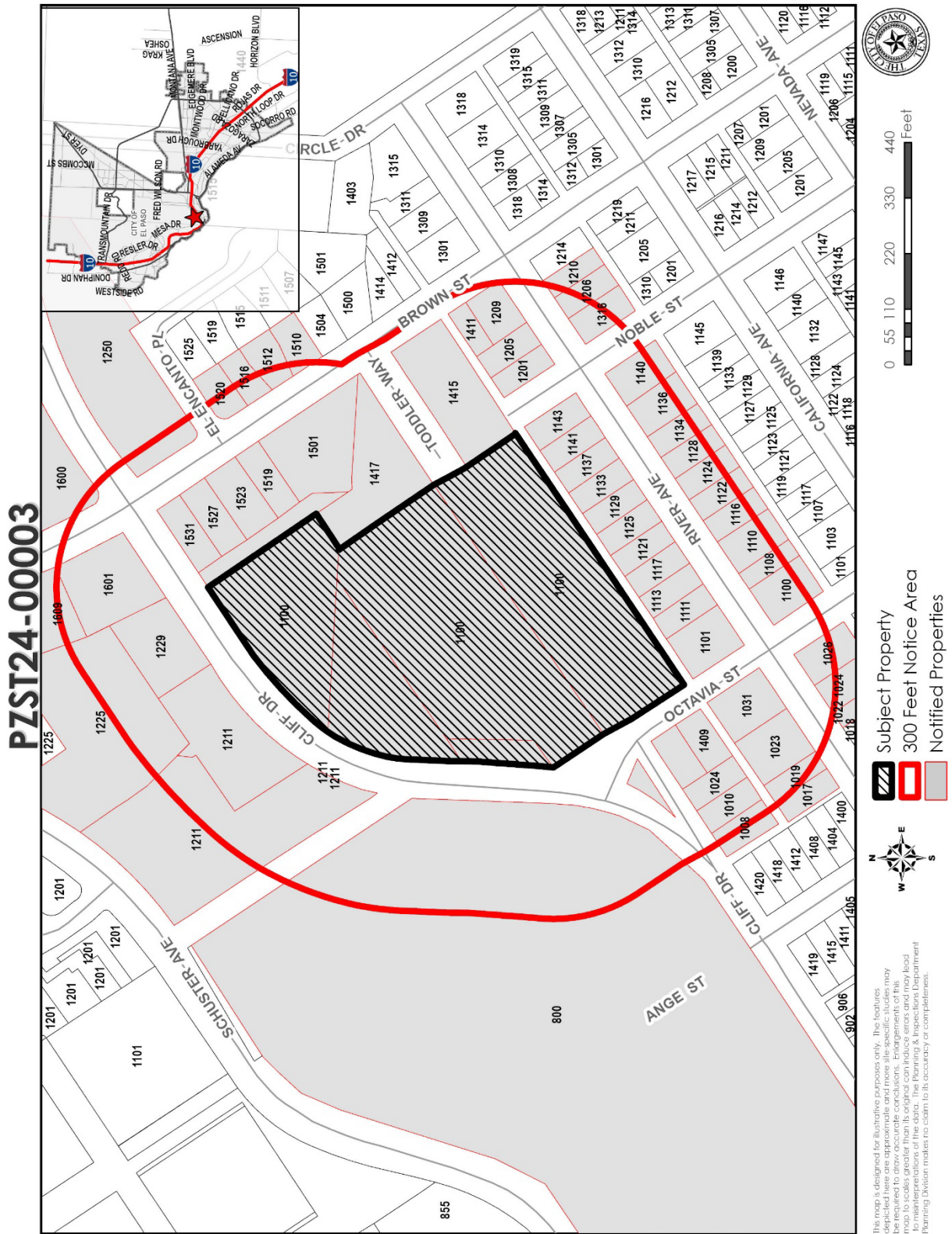
No comments received.

**El Paso County Water Improvement District No. 1**

No comments received.



# ATTACHMENT 5





# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

## Introduction:

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

## Definitions:

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

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

## Contributor / Donor Information:

Full Name

---

Business Name

*Lee & Beulah Moor Children's Home*

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Agenda Item Type

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Relevant Department

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



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

OR



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

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

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

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

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

*Agent for Leet Beulah  
Moar Children's Home*





Legislation Text

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File #: 25-225, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 2**

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

**AGENDA LANGUAGE:**

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

An Ordinance changing the zoning of Lots 3 and 4, Block 58, East El Paso, 3505 Gateway West Boulevard, City of El Paso, El Paso County, Texas from R-5 (Residential) to C-1 (Commercial). 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: 3505 Gateway West Blvd.

Applicant: Springtime Investment LLC, PZRZ24-00024



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Philip FIVE

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



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CHANGING THE ZONING OF LOTS 3 AND 4, BLOCK 58, EAST EL PASO, 3505 GATEWAY WEST BOULEVARD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5 (RESIDENTIAL) TO C-1 (COMMERCIAL). 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, the zoning of Lots 3 and 4, Block 58, East El Paso, 3505 Gateway West Boulevard, City of El Paso, El Paso County, Texas, located in the City of El Paso, El Paso County, Texas, be changed from R-5 (Residential) to C-1 (Commercial), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

*Russel T. Abeln*

\_\_\_\_\_  
Russel T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*

\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

**ORDINANCE NO.** \_\_\_\_\_

HQ24-4013|Trans#597079|P&I  
Rezoning Ordinance Full Lot No Conditions  
RTA

PZRZ24-00024



# 3505 Gateway West

City Plan Commission — November 21, 2024

REZONING



<b>CASE NUMBER:</b>	<b>PZRZ24-00024</b>
<b>CASE MANAGER:</b>	Jose Beltran, (915) 212-1607, <a href="mailto:BeltranJV@elpasotexas.gov">BeltranJV@elpasotexas.gov</a>
<b>PROPERTY OWNER:</b>	Springtime Investments LLC
<b>REPRESENTATIVE:</b>	Jesus Jaime
<b>LOCATION:</b>	3505 Gateway West Blvd. (District 2)
<b>PROPERTY AREA:</b>	0.10 acres
<b>REQUEST:</b>	Rezone from R-5 (Residential) to C-1 (Commercial)
<b>RELATED APPLICATIONS:</b>	None
<b>PUBLIC INPUT:</b>	None received as of November 14, 2024

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from R-5 (Residential) to C-1 (Commercial) to allow for the proposed use of medical office expansion.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is in character with the G-2, Traditional Neighborhood (Walkable) designation of *Plan El Paso*.

## PZRZ24-00024



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



Subject Property

0 12.5 25 50 75 100 Feet



Figure A. Subject Property & Immediate Surroundings



**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property from R-5 (Residential) to C-1 (Commercial) to allow for the expansion of the existing neighboring medical office to the east and have the property under the same zoning district. The subject property is approximately 0.10 acres in size. The conceptual site plan shows the proposed expansion of the medical office on the subject property. Access to the property is proposed from Gateway West Boulevard and abutting rear twenty-foot (20') alley via Grama Street.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed rezoning is consistent with adjacent uses within the area. Properties to the north are zoned R-5/sp (Residential/special permit) and R-5 (Residential) and are single-family dwellings. Properties to the east are zoned C-1 (Commercial), A-O (Apartment/Office) and C-1/sc (Commercial/special contract) and consist of a medical office, single-family dwellings, and a convenience store with gas pumps. Directly to the south is Interstate 10 with properties across Interstate 10 zoned C-4 (Commercial) consisting of single-family dwellings, retail and an automotive repair shop. Properties to the west are zoned R-5 (Residential) and A-O (Apartment/Office) and consist of single-family dwellings and vacant lots. The nearest school is Zavala Elementary which is 0.87 miles away and the nearest park is Mary Webb Park which is 0.08 miles away.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-2, Traditional Neighborhood (Walkable):</b> This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.</p>	<p>Yes. The proposed use is compatible with the G-2, Traditional (Walkable) Land Use Designation of <i>Plan El Paso</i>. The proposed development is adjacent to other commercial and residential zone districts.</p>
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>C-1 (Commercial) District:</b> to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.</p>	<p>Yes. The proposed C-1 (Commercial) district will provide for the integration of commercial uses with adjacent R-5 (Residential), C-1 (Commercial), and A-O (Apartment/Office) zoning districts in the surrounding area.</p>
<p><b>Preferred Development Locations:</b> Property is designated G-2 and is located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in</p>	<p>Yes. The development will have access to Gateway West Boulevard which is designated as a major arterial under the City's Major Thoroughfare Plan. The classification of this road is appropriate for the proposed development.</p>



it being the only property on the block with an alternative zoning district, density, use and/or land use.	
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic districts or study area plan boundaries.
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property does not involve greenfield/environmentally sensitive land, or arroyo disturbance.
<b>Stability:</b> Whether the area is stable or in transition.	This area is stable with no rezonings in the last 10 years.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Commercial uses are better suited to be located adjacent to Interstate 10 to buffer residential properties.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access is proposed from Gateway West Boulevard which is designated as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is appropriate for the proposed development. Sidewalks are currently present along Gateway West Boulevard. There are two (2) bus stops located within a walkable distance (0.25 miles) of the subject property. The closest bus stop is at the corner of Yandell Drive and Grama Street which is located 0.22 miles from the subject property.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received from the reviewing departments.

**PUBLIC COMMENT:** The subject property lies within three (3) neighborhood associations, including the Five Points Development Association, the El Paso Central Business Association, and the Sunrise Civic Group which were notified of the rezoning by the applicant. As of November 14, 2024, the Planning Division has not received any communication in support or opposition to the request.

**RELATED APPLICATIONS:** None.

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

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

#### **ATTACHMENTS:**

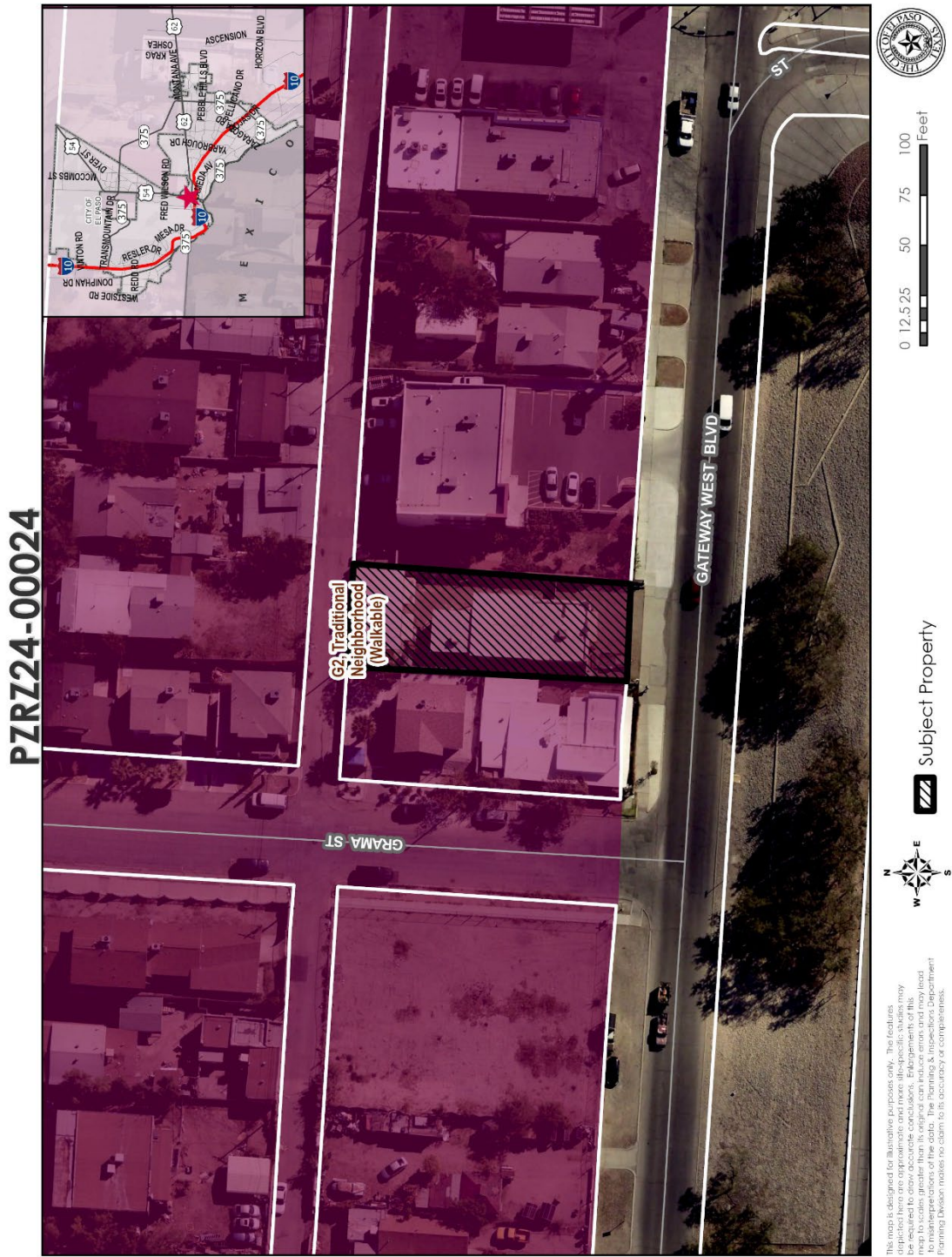
1. Future Land Use Map
2. Generalized Plot Plan



3. Department Comments
4. Neighborhood Notification Boundary Map

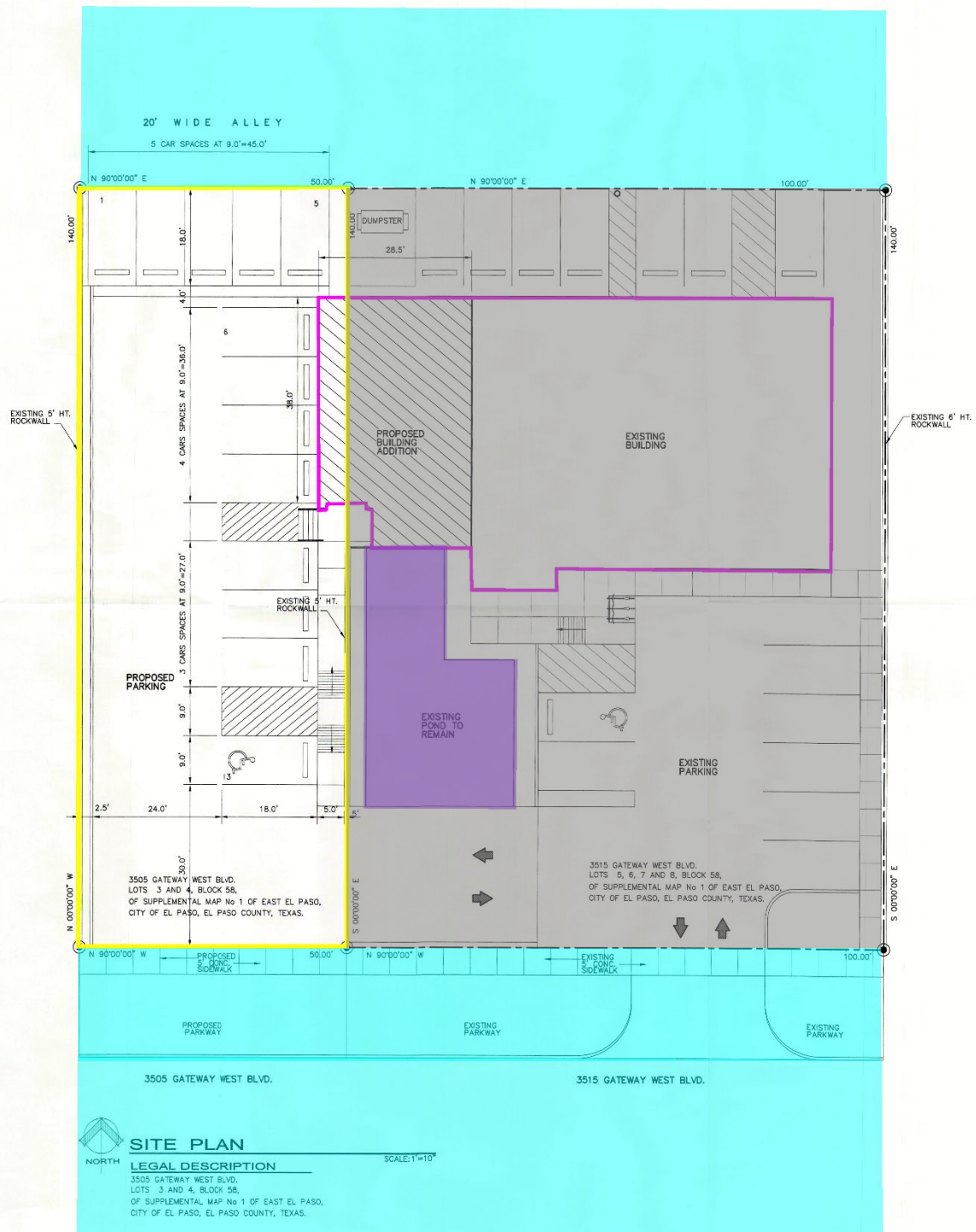


# ATTACHMENT 1





# ATTACHMENT 2





# **ATTACHMENT 3**

## **Planning and Inspections Department - Planning Division**

Staff recommends **APPROVAL** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and no expected negative impacts on adjacent properties.

## **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**

3505 Gateway West – Zoning – Recommend Approval

1. TXDOT review and approval are required of the proposed subdivision for drainage and access requirements at the time of grading permit. Driveways on Gateway West.
2. The property is in the flood zone “AH”, provide an Elevation Certificate at the time of grading permit.
3. 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, including calculations at the time of grading permit.
4. Provide a 5ft sidewalk abutting the property line or a minimum 7ft sidewalk abutting an arterial street at the time of grading permit along Gateway West Blvd.
5. Proposed parking lot area, please see “Cluster Parking” Detail 3-42, Appendix “A” Design Standard for Construction from Street Design Manual.
6. The existing ponding area for subdivision shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event at the time of grading permit.

***Note: Comments will be addressed at the permitting stage.***

## **Fire Department**

No comment received.

## **Police Department**

The 911 District has no comments or concerns regarding this zoning.

## **Environment Services**

ESD – No comments.

## **Streets and Maintenance Department**

**Streets and Maintenance traffic engineering has the following comments:**

1. No TIA required.
2. No objections.

Street Lights Department does not object to this request.

1. Gateway Blvd. is a Texas Department of Transportation (TXDOT) right of way (ROW).



2. For the development of the lot a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals\*\*. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site\*\*\*. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)\* and any other applicable standards or requirements of the city.
3. Street Lights Department requires that all projects that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:

\*Title 19 - 19.16.010 - Streetlighting.

\*\*18.18.190 – Submission contents.

\*\*\* 19.02.040 Criteria for approval.

**Contract Management advised:**

1. Indicate that all concrete structures in city right of ways must be done as per Design Standards of Construction. Which indicates compliant slope % of sidewalks length, as well for driveways.

**Sun Metro**

Recommend Approval

1. Proposed land use does not affect Sun Metro transit services at this time. Be advised nearest Sun Metro service route (RTE 35) runs west and eastbound along Yandell Ave with nearest bus stops located approximately 1000ft north of proposed site.
2. The proposed site is eligible for a Sun Metro Parking Reduction Letter. Applicant may request for the letter via [choidh@elpasotexas.gov](mailto:choidh@elpasotexas.gov)

**El Paso Water**

EPWater does not object to this request.

1. There is an existing 6-inch diameter water main that extends along the alley between Missouri Avenue and Gateway West Blvd. This main is located approximately 14-feet north of the property. This main is available for service.
2. Previous water pressure reading from fire hydrant # 1116 located at northeast corner of Gateway West Blvd and Grama Street, has yielded a static pressure of 90 psi, a residual pressure of 30 psi, and a discharge of 855 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.
3. EPWater records indicate one active 3/4-inch water meter serving the subject property. The service address for this meter is 3505 Gateway West Blvd.

**EPWU-PSB Comments**

1. No comments submitted.



**Sanitary Sewer**

1. There is an existing 8-inch diameter sanitary sewer main that extends along the alley between Missouri Avenue and Gateway West Blvd. This main is located approximately 10-feet north of the property. This main is available for service.

**General**

1. 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:**

EP Water-SW reviewed the property described above and provide the following comments:

1. 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.
2. The existing ponding area shown, shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as “Private”.

**El Paso County 911 District**

No comments received.

**Texas Department of Transportation**

TXDOT comments are to submit for a permit for the proposed sidewalk in TXDOT ROW in addition to submitting a grading and drainage layout for all proposed work in the property. The frontage plans along Gateway West must include proposed curb for areas with missing or damaged curb.

***Note: Comments will be addressed at the permitting stage.***

**El Paso County Water Improvement District # 1**

No comments received.

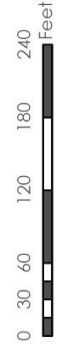
**El Paso Electric**

We have no comments for 3505 Gateway West Blvd.



# ATTACHMENT 4

PZRZ24-00024



- 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 confirm the accuracy of the information shown. The map to scales greater than its original can include errors and may lead to misinterpretations of the 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

Chinwe Nduka MP

Business Name

Edkland Medical Clinic

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: \_\_\_\_\_

*C. C. Link, MD*

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

*9/4/22*





Legislation Text

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**File #: 25-227, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 5**

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

**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 Lot 3, Block 391, Tierra Del Este Unit Sixty-Nine and a portion of Section 37 and 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from C-2 (Commercial) to C-3 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Pebble Hills Drive and East of John Hayes Street

Applicant: Camino Real Investment Properties, LLC, PZRZ24-00015



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Philip Tiive

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



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 3, BLOCK 391, TIERRA DEL ESTE UNIT SIXTY-NINE AND A PORTION OF SECTION 37 AND 48, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-2 (COMMERCIAL) TO C-3 (COMMERCIAL). 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, the zoning of a portion of Lot 3, Block 391, Tierra del Este Unit Sixty-Nine and a portion of Sections 37 and 48, 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-2 (Commercial) to C-3 (Commercial), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

*Russel T. Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

**ORDINANCE NO.** \_\_\_\_\_  
HiQ 24-3942|Trans#596187|P&I  
Rezoning Ordinance Partial Lot No Conditions  
RTA



Prepared For: Southwest Land Development Services Inc.  
August 5, 2024

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lot 3, Block 391, Tierra Del Este Unit Sixty Nine and a portion of Sections 37 and 48, 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 an existing city monument at the centerline intersection of John Hayes Street and Lookout Point Dr. from which a found ½" rebar in concrete at the centerline intersection of John Hayes St. and Ralph Seitsinger Dr. bears, North 00°35'06" West a distance of 1652.85 feet; Thence along the centerline of John Hayes St. South 00°35'06" East to a distance of 285.71 feet to a point; Thence leaving said centerline, North 89°58'09" East a distance of 60.00 feet to a set chiseled v on concrete on the easterly right of way line of John Hayes Street for the "TRUE POINT OF BEGINNING".

Thence leaving said right of way line, North 89°58'09" East a distance of 300.01 feet to a found nail in rock wall;

Thence, South 00°35'06" East a distance of 224.00 feet to a set nail in rock wall on the common line of Sections 37 and 48, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

Thence along said line, North 89°58'09" East a distance of 515.02 feet to a set nail in rock wall;

Thence leaving said line, South 00°35'06" East a distance of 41.02 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 89°58'09" East a distance of 111.38 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 00°00'00" East a distance of 136.86 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 26°46'18" East a distance of 105.51 feet to a set ½" rebar with cap marked TX 5152 on the northerly right of way line of Pebble Hills Drive;

Thence along said right of way, South 63°18'26" West a distance of 264.50 feet to a set ½" rebar with cap marked TX 5152;

Thence 578.10 feet along the arc of a curve to the right which has a radius of 1242.00 feet a central angle of 26°40'09" a chord which bears South 76°38'30" West a distance of 572.90 feet to a set ½" rebar with cap marked TX 5152;




Thence 39.03 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of 89°26'33" a chord which bears North 45°18'09" West a distance of 35.18 feet to a set ½" rebar with cap marked TX 5152 on the easterly right of way line of John Hayes Street;

Thence along said right of way, North 00°34'52" East a distance of 498.09 feet to a set chiseled v on curb;

Thence along said right of way line, North 00°35'06" West a distance of 223.08 feet to the "TRUE POINT OF BEGINNING" and containing 490,359 Square Feet or 11.26 Acres of land more or less.

Note: A drawing of even date accompanies this description.

  
Ron R. Conde  
R.P.L.S. No 5152



---

CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100



# PLAT OF SURVEY

BEING A PORTION OF LOT 3, BLOCK 391, TIERRA DEL ESTE UNIT SIXTY NINE AND A PORTION OF SECTIONS 37 AND 48, BLOCK 79, TOWNSHIP 2, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS  
CITY OF EL PASO, EL PASO COUNTY, TEXAS  
Containing Approximately :11.26± Acres

## NOTES:


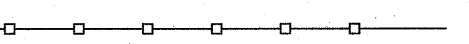
1. SET 1/2" REBARS WITH CAPS MARKED TX 5152 ON ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

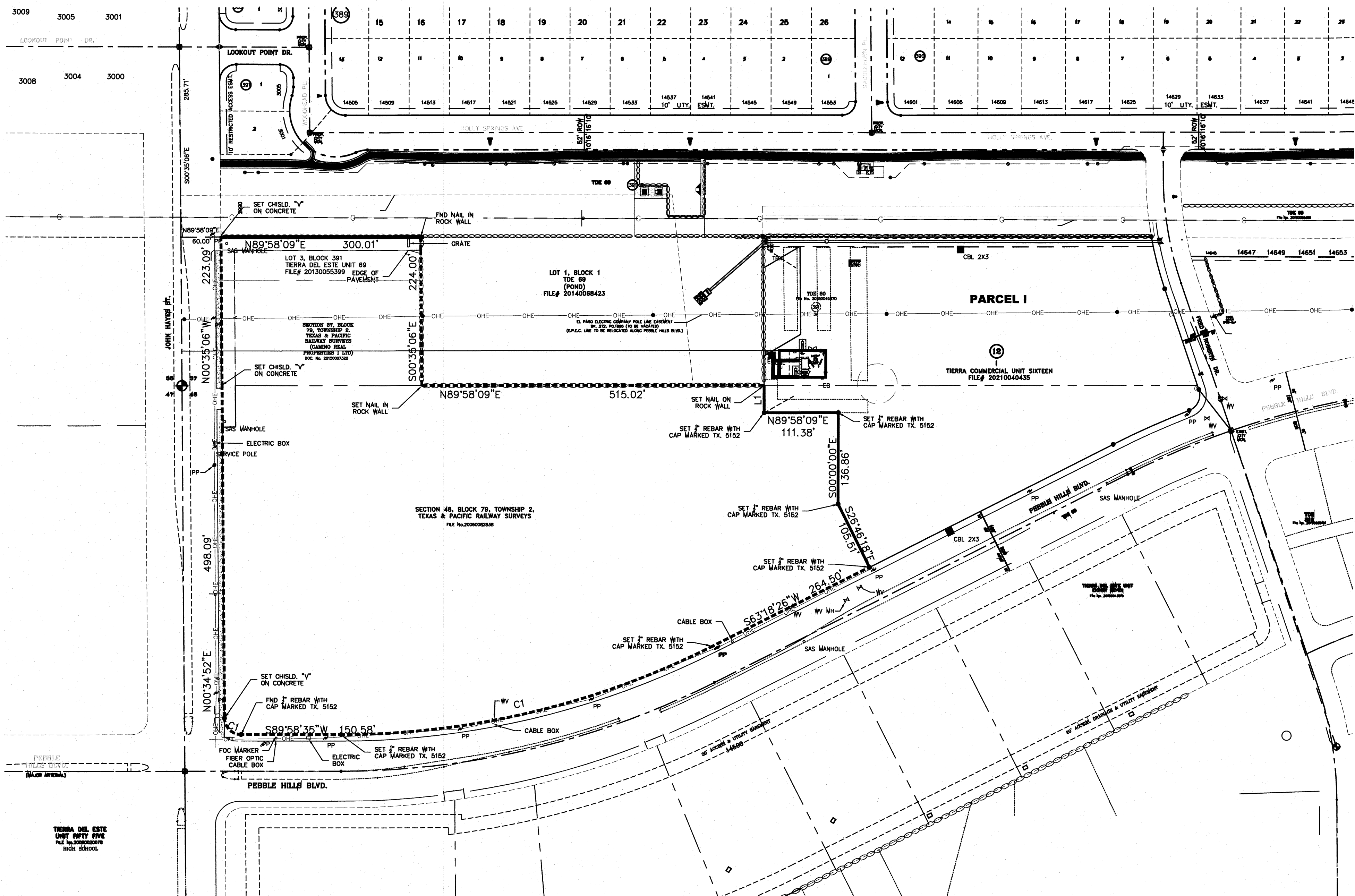
SCALE: 1"=100'

LINE	LENGTH	BEARING
L1	41.02'	S00°35'08"E

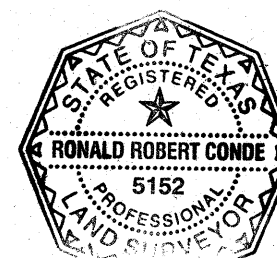
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1242.00'	578.10'	294.39'	572.90'	N78°38'30"E	26°40'09"
C1	25.00'	39.03'	24.76'	35.18'	N45°18'09"W	89°28'33"

SYMBOL LEGEND	
⊙	FOUND CONTROL POINT
⊕	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊗	CALCULATED POINT (NOT SET)
⊗	SANITARY SEWER
⊗	WATER VALVE
⊗	ELECTRIC PULL BOX
⊗	POWER POLE
⊗	GUY WIRE
⊗	SERVICE DROP POLE
⊗	TRAFFIC SIGN
⊗	TELEPHONE BOX

OVERHEAD ELECTRIC= OHE  
ROCK WALL=   
WROUGHT IRON FENCE= 



**CONDE INC.**  
ENGINEERING/PLANNING/LAND SURVEYING/CADD  
6090 SURETY DRIVE-SUITE 100-EL PASO, TEXAS 79905  
PHONE (915) 592-0283, FAX (915) 592-0286, FIRM# 10078100



CERTIFICATION  
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.  
RON R. CONDE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS LICENSE NO. 5152



# Pebble Hills and John Hayes

City Plan Commission — November 7, 2024 **REVISED**

REZONING



<b>CASE NUMBER:</b>	<b>PZRZ24-00015</b>
<b>CASE MANAGER:</b>	Jose Beltran, (915) 212-1607, <a href="mailto:BeltranJV@elpasotexas.gov">BeltranJV@elpasotexas.gov</a>
<b>PROPERTY OWNER:</b>	Camino Real Investment Properties, LLC
<b>REPRESENTATIVE:</b>	Conde, Inc.
<b>LOCATION:</b>	North of Pebble Hills Blvd. and East of John Hayes St. (District 5)
<b>PROPERTY AREA:</b>	11.26 acres
<b>REQUEST:</b>	Rezone from C-2 (Commercial) to C-3 (Commercial)
<b>RELATED APPLICATIONS:</b>	None
<b>PUBLIC INPUT:</b>	One (1) email in support received as of November 6, 2024

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from C-2 (Commercial) to C-3 (Commercial) for the proposed uses of a supermarket and restaurant.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the rezoning request. This recommendation is based on the proposed zoning district's compatibility with commercial 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.

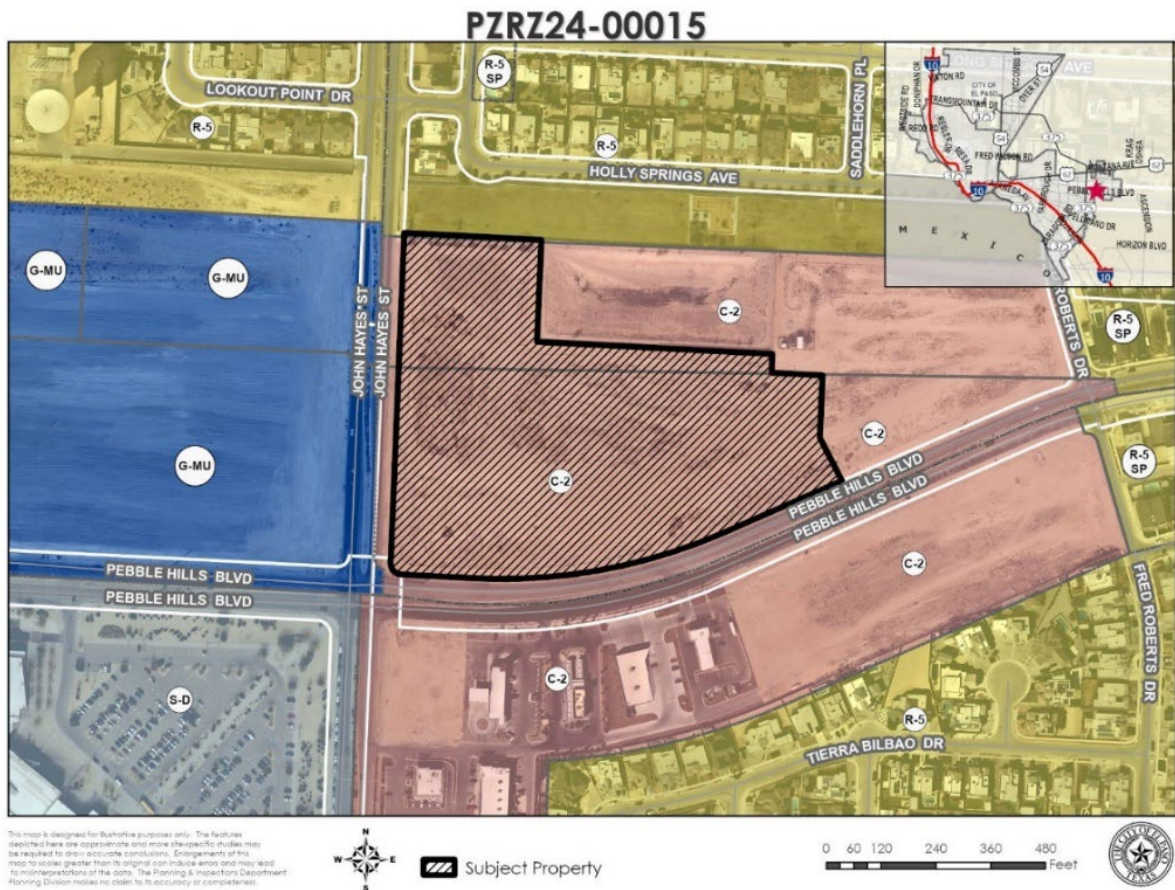


Figure A. Subject Property & Immediate Surroundings



**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property from C-2 (Commercial) to C-3 (Commercial) to allow for a proposed use of a supermarket and restaurant. The subject property is approximately 11.26 acres in size. The conceptual site plan shows a proposed supermarket and restaurant. Access to the property is proposed from Pebble Hills Boulevard and John Hayes Street.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed rezoning is consistent with adjacent commercial uses within the area. Properties to the north are zoned R-5 (Residential) consisting of single-family dwellings and linear park. Properties to the east are zoned C-2 (Commercial) consisting of vacant land. Properties to the south are zoned C-2 (Commercial) consisting of retail and restaurants. Properties to the west are zoned G-MU (General Mixed Use) consisting of vacant land. The nearest school is Pebble Hills High School which is 0.04 miles away and the nearest park is Holly Spring Linear Park which is 0.04 miles away.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-4, Suburban (Walkable):</b> This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The 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><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>C-3 (Commercial) District:</b> The purpose of the district 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. Within the central business district, more intensive commercial uses are allowed, the predominant of which are retail trade and service uses, providing less restrictive height and area regulations.</p>	<p>Yes. The proposed C-3 (Commercial) zoning district will provide for the integration of commercial uses with adjacent C-2 (Commercial), G-MU (General-Mixed Use), S-D (Special Development) and R-5 (Residential) zoning districts in the surrounding area.</p>
<p><b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property is located along John Hayes Street and Pebble Hills Boulevard, which are designated as major arterials in the City's Major Thoroughfare Plan (MTP). The classification of these roads is appropriate for the proposed development.</p>
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	



<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic districts or study area plan boundaries.
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
<b>Stability:</b> Whether the area is stable or in transition.	The area has been in transition within the last 10 years. The subject property was rezoned from R-F (Ranch and Farm) to C-2 (Commercial) in 2016. Properties located to the south and to the east of the subject property were rezoned from R-F (Ranch and Farm) to C-2 (Commercial) in 2016.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The area is in transition as properties along Pebble Hills and John Hayes have been rezoned to commercial districts.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access is proposed from John Hayes and Pebble Hills which are classified as major arterials on the City of El Paso's Major Thoroughfare Plan (MTP) and is appropriate for commercial development. Sidewalks are currently present only along John Hayes Street. There are no bus stops within walkable distance (0.25 mile) of the subject property. The nearest bus stop is located 2.54 miles to the west along Pebble Hills Boulevard.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received from reviewing departments.

**PUBLIC COMMENT:** The subject property does not lie within the boundaries of any recognized neighborhood associations. Public notices were mailed to property owners within 300 feet on October 23, 2024. **As of November 6, 2024, the Planning Division has received one (1) email in support of the request from the public.**

**RELATED APPLICATIONS:** None.

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

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

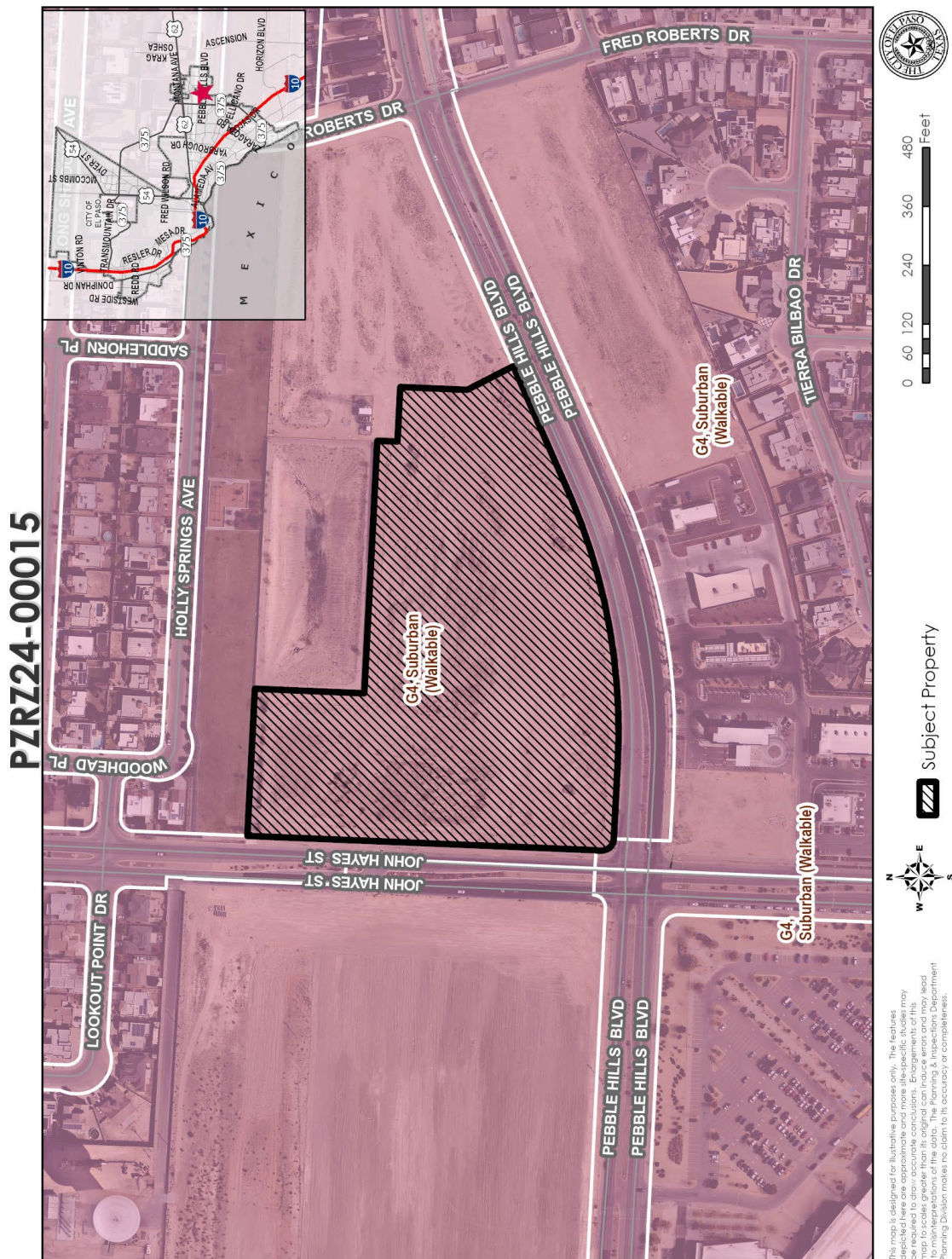


**ATTACHMENTS:**

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Letter via email of Support

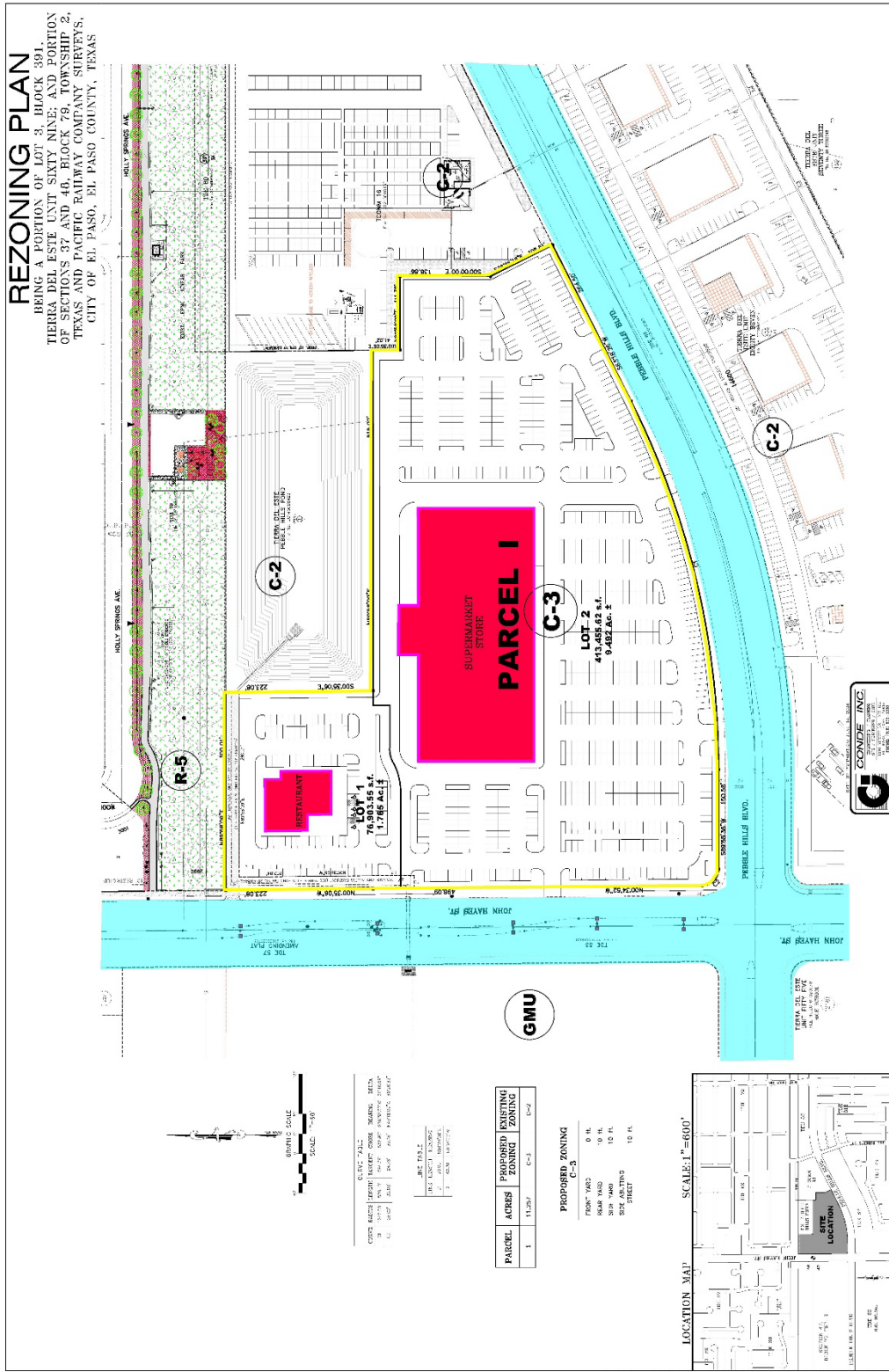


# ATTACHMENT 1





# ATTACHMENT 2





# **ATTACHMENT 3**

## **Planning and Inspections Department - Planning Division**

Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with commercial zone district 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.

## **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, including calculations
2. Please clarify the dimensions of the proposed driveway (25ft min – 35ft max in the commercial area) and the minimum curb and gutter edge-to-edge spacing between driveways in the North Loop, please see Concrete apron Driveway detail 6-17, Appendix “A” Design Standard for Construction from Street Design Manual.
3. Provide a sidewalk abutting the property line or a minimum 7ft sidewalk abutting an arterial street at the time of grading permit.
4. The proposed ponding area for subdivision shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event at the time of grading permit.

*Note: Comments will be addressed at the permitting stage.*

## **Fire Department**

No adverse comments.

## **Police Department**

No comments submitted.

## **Environment Services**

No comments submitted.

## **Streets and Maintenance Department**

Street Lights Department does not object to this request.

- Street Lights Department requires that all projects that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:

\*Title 19 - 19.16.010 - Streetlighting.

\*\*18.18.190 – Submission contents.

\*\*\* 19.02.040 Criteria for approval.



**Sun Metro**

No comments submitted.

**El Paso Water**

EPWater-PSB does not object to this request.

There is an existing 12-inch diameter water main that extends along Pebble Hills Blvd, approximately 20-feet south of the property. This water main is available for service.

There is an existing 16-inch diameter water main that extends along Pebble Hills Blvd, approximately 30-feet east of the property line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 8-inch diameter water main that extends along Fred Roberts Drive, approximately 21-feet west of the property. This water main is available for service.

Previous water pressure from fire hydrant #11733 located on Fred Roberts Drive, approximately 110-feet south of intersection of Pebble Hills Blvd and Fred Roberts Drive has yielded a static pressure of 58 psi, a residual pressure of 54 psi and a discharge of 993 gallons per minute.

Portion of the property (lot 1) is located within the Eastside Impact fees Impact fees will be assessed and collected after the El Paso Water receives an application for water and/or sanitary sewer services.

Portion of the property (lot 2) is located within Annexation service area. Annexation fees will be assessed and collected after the El Paso Water receives an application for water and/or sanitary sewer services.

**Sanitary Sewer**

There is an existing 15-inch diameter sanitary sewer main that extends along Pebble Hills Blvd, approximately 60-feet south of the property. This main is 30-feet in depth.

There is an existing 8-inch diameter sanitary sewer main that extends along Fred Roberts Drive, approximately 34-feet west of the property. This sanitary sewer main is available for service.

**General**

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

**Stormwater:**

EPWater-SW has reviewed the proposed plans and has no objections.

**El Paso County 911 District**

The district has no comments/concerns regarding this zoning.

**Texas Department of Transportation**

No comments submitted.

**El Paso County Water Improvement District #1**

No comments submitted.



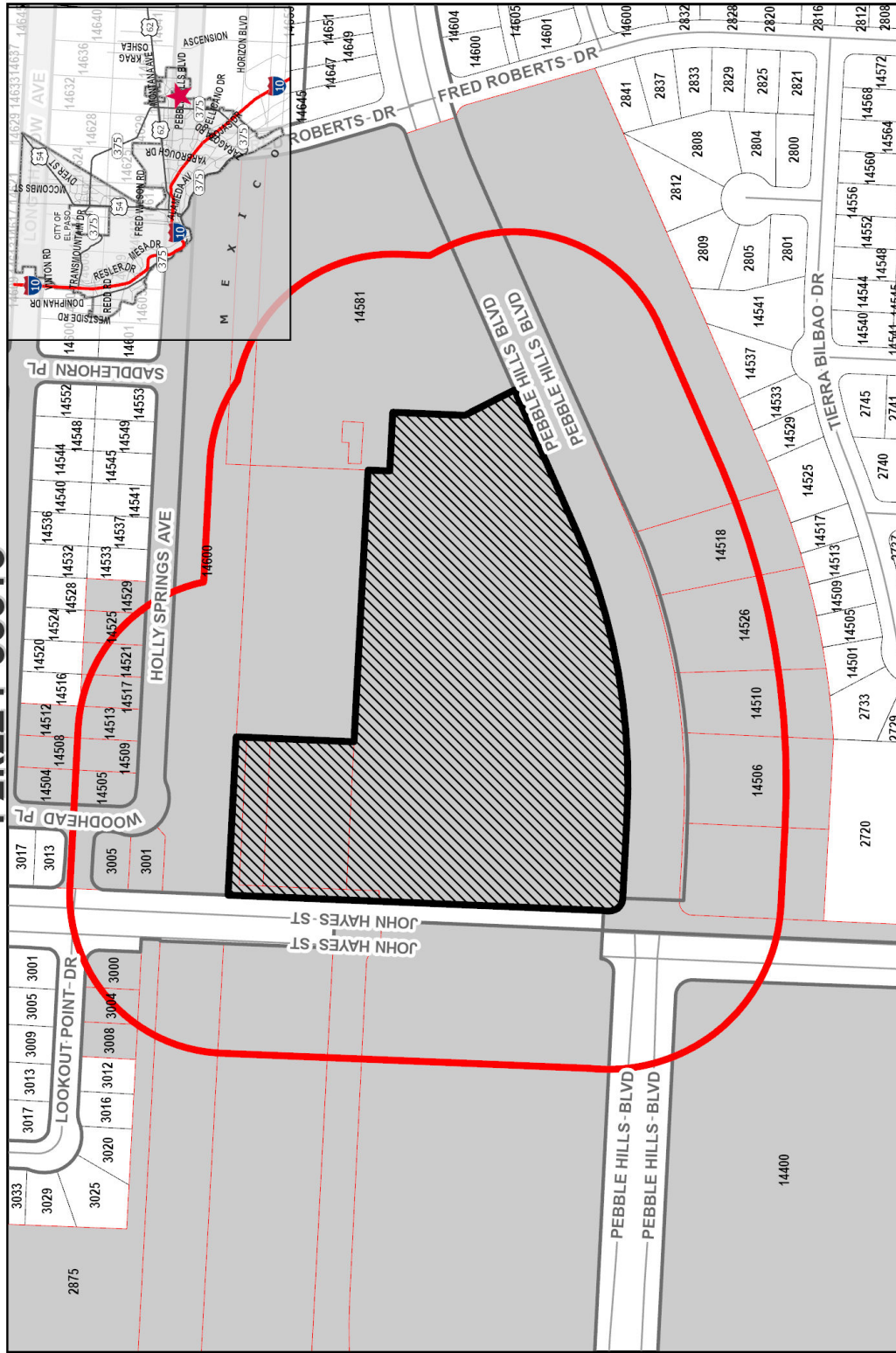
**Texas Gas Service**

Texas Gas Service has no comments.



# ATTACHMENT 4

PZRZ24-00015



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 may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



# ATTACHMENT 5

**Beltran, Jose V.**

---

**From:** David Postar <gargoyledave@yahoo.com>  
**Sent:** Tuesday, November 5, 2024 10:03 AM  
**To:** Beltran, Jose V.  
**Subject:** zone case pebble hills and john hayes

You don't often get email from gargoyledave@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](mailto:SpamReport@elpasotexas.gov).

To planning and zoning department.

I am in favor of the zoning change request to PZRZ24 – 00015. I own the land to the west ( parcel 14581)

David Postar Affordable storage.



**David Postar**  
Owner at Gargoyle Inc



**Address** 5625 County Road 7410, Lubbock TX 79424

**Phone** (806) 785-3422 **Mobile** (806) 789-6072



**Email** gargoyledave@yahoo.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	<u>Douglas A Schwartz</u>
Business Name	<u>Camino Real Investment Properties, LLC</u>
Agenda Item Type	<u>Rezoning</u>
Relevant Department	<u>Planning</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	Renard Johnson	\$15,000
District 1	Alejandra Chavez	\$3,500
District 2	Josh Acevedo	\$500
District 3	Deanna Maldonado-Rocha	\$1,000
District 4		
District 5		
District 6	Art Fierro	\$3,500
District 7		
District 8	Chris Canales	\$1,000

**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: \_\_\_\_\_

1/23/2025





Legislation Text

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**File #: 25-228, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 3**

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

**AGENDA LANGUAGE:**

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

An Ordinance changing the zoning of Tracts 2-B, 2-B-1, 2-B-5, Block 18, Ysleta Grant Surveys, 523 Giles, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-1/c (Commercial/conditions), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 523 Giles Road

Applicant: Daniel Resendez, PZRZ24-00011



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Philip Fiore

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



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CHANGING THE ZONING OF TRACTS 2-B, 2-B-1, 2-B-5, BLOCK 18, YSLETA GRANT SURVEYS, 523 GILES, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1/C (COMMERCIAL/CONDITIONS), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of Tracts 2-b, 2-B-1, 2-B-5, Block 18, Ysleta Grant Surveys, 523 Giles, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "A"**, incorporated by reference be changed from **R-3 (Residential)** to **C-1/c (Commercial/conditions)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized canopy trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
2. *That an eight-foot (8') high masonry wall be required to be placed along the property lines abutting residential uses.*
3. *That no more than one (1) driveway, not to exceed twenty-five feet (25') in width, shall be permitted along Heid Road.*
4. *That a twenty-foot (20') minimum building setback be required along Heid Road.*
5. *That a detailed site development plan shall be reviewed and approved per El Paso City Code prior to the issuance of certificates of occupancy or certificates of completion.*
6. *That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:*
  - *Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
  - *Providing outdoor amplified sound.*

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

*(signatures in the following page)*



**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE CITY OF EL PASO**

**ATTEST:**

\_\_\_\_\_  
**Renard U. Johnson**  
Mayor

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

**APPROVED AS TO FORM:**

*Russel T. Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department



# EXHIBIT "A"

## **DORADO ENGINEERING GROUP, INC**

**2717 E. Yandell Dr. El Paso, Texas 79903 (915) 562-0002, Fax (915) 562-7743**

### **523 GILES ROAD**

Metes and bounds description of Tracts 2-B, 2-B-1 and 2-B-5, Block 18, Ysleta Grant Surveys, located at the City of El Paso, County of El Paso Texas and being more particularly described as follows;

Beginning on an existing city monument located at the centerline intersection of Heid Avenue and Chula Vista Street; Thence North  $89^{\circ}17'00''$  East along the centerline of Heid Avenue a distance of two hundred six and eight hundredths (206.08) feet to a corner; Thence leaving the centerline of Heid Avenue North  $00^{\circ}43'00''$  West a distance of twenty five and fifty nine hundredths (25.59) feet to the Northerly Right-of-Way line of Heid Ave for a corner, said corner being the point of beginning;

Thence South  $89^{\circ}17'00''$  West along the Northerly Right-of-Way line Heid Avenue, a distance of one hundred seventy three and seventy hundredths (173.70) feet to common Southerly corner of Tracts 2-C and 2-B, Block 18, Ysleta Grant Surveys.

Thence North  $01^{\circ}07'00''$  East along the common line of Tract 2-C and Tract 2-B, Block 18, Ysleta Grant Surveys a distance of three hundred five and thirty two hundredths (305.32) feet to the common corner of Tract 2-B, Block 18, Ysleta Grant Surveys and Lot 1, Block 1, Carolina Estates Replat A;

Thence North  $89^{\circ}17'00''$  East along the Northerly line of the parcel being described a distance of three hundred thirty and fifty six hundredths (330.56) feet to the Westerly Right-of-Way line of Giles Road for a corner;

Thence South  $02^{\circ}18'00''$  East along the Westerly Right-of-Way line of Giles Road, a distance of seventy nine and ninety three hundredths (79.93) feet for a corner on the Westerly Right-of-Way line of Giles Road;

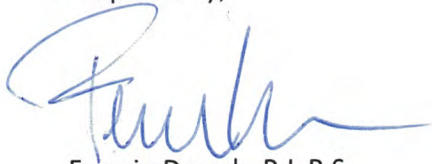


Thence South 89°17'00" West along the northerly line of Lot 2, Block 1, Rosie's Place Subdivision a distance of one hundred sixty nine and twenty one hundredths (169.21) feet for a corner;

Thence South 00°43'00" East along the Westerly subdivision line of Rosie's Place Subdivision a distance of two hundred twenty five and twenty six hundredths (225.26) feet for a corner, said corner lying on the northerly Right-of-way line of Heid Avenue, said corner also being the point of beginning for this description.

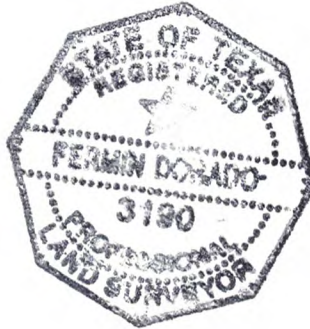
Said parcel of land contains 64,860.84 square feet or 1.489 acres of land, more or less.

Prepared by,



Fermin Dorado R.L.P.S

June 18, 2024







LOCATION MAP  
SC: 1" = 600'

LEGAL DESCRIPTION

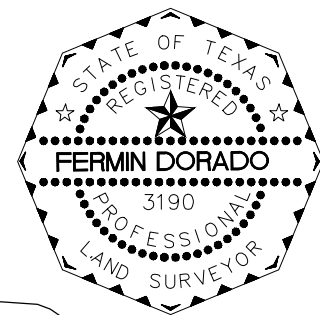
TRACT 2B, 2B1 AND 2B5, BLOCK 18  
YSLETA GRANT SURVEYS  
CITY OF EL PASO, EL PASO COUNTY TEXAS  
CONTAINING 1.53 ACRES

FLOOD ZONE

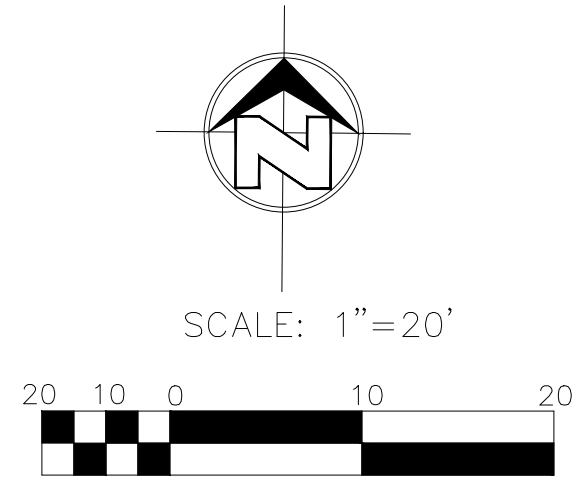
SITE IS LOCATED IN FLOOD ZONE "X"  
DESIGNATED BY THE FLOOD INSURANCE RATE  
MAP, COMMUNITY PANEL NO. 480214 0046C  
DATED FEBRUARY 16, 2006

BENCHMARK

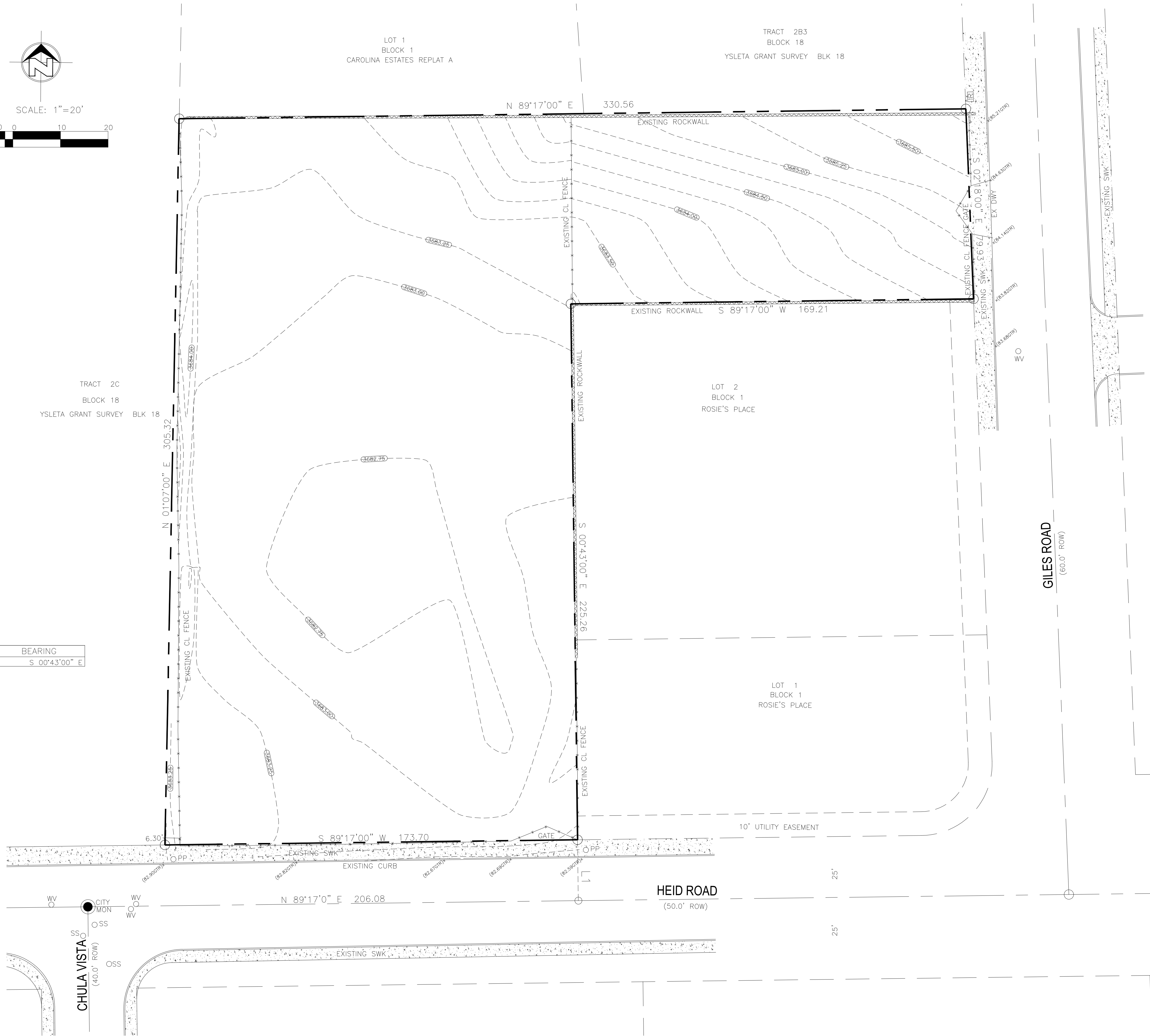
CITY MONUMENT AT THE CENTERLINE  
INTERSECTION OF HEID ROAD AND CHULA  
VISTA DRIVE — 3682.54 RTK DATUM



02/06/25  
*Fermin Dorado*



LINE	LENGTH	BEARING
L1	25.59	S 00°43'00" E



ENGINEERS SEAL		ENGINEERS SEAL	ENGINEERS SEAL
DORADO ENGINEERING, INC.		DORADO ENGINEERING, INC.	DORADO ENGINEERING, INC.
TEXAS REGISTERED		TEXAS REGISTERED	TEXAS REGISTERED
ENGINEERING FIRM		ENGINEERING FIRM	ENGINEERING FIRM
F-884		F-884	F-884
PROJECT NAME		PROJECT NAME	PROJECT NAME
7929 HEID ROAD		7929 HEID ROAD	7929 HEID ROAD
SHEET TITLE		SHEET TITLE	SHEET TITLE
EXISTING SURVEY		EXISTING SURVEY	EXISTING SURVEY
SHEET		SHEET	SHEET
OF		OF	OF
SCALE:		SCALE:	SCALE:
DATE 06/07/21		DATE 06/07/21	DATE 06/07/21
DESIGN BY: FD		DESIGN BY: FD	DESIGN BY: FD
DRAWN BY: AD		DRAWN BY: AD	DRAWN BY: AD
CHKD. BY: FD		CHKD. BY: FD	CHKD. BY: FD
APPD. BY: FD		APPD. BY: FD	APPD. BY: FD



# 523 Giles

City Plan Commission — November 7, 2024 **REVISED**

REZONING



<b>CASE NUMBER:</b>	<b>PZRZ24-00011</b>
<b>CASE MANAGER:</b>	Jose Beltran, (915) 212-1607, <a href="mailto:BeltranJV@elpasotexas.gov">BeltranJV@elpasotexas.gov</a>
<b>PROPERTY OWNER:</b>	Daniel Resendez
<b>REPRESENTATIVE:</b>	Dorado Engineer, JNC
<b>LOCATION:</b>	523 Giles Rd. (District 3)
<b>PROPERTY AREA:</b>	1.49 acres
<b>REQUEST:</b>	Rezone from R-3 (Residential) to C-1 (Commercial)
<b>RELATED APPLICATIONS:</b>	None
<b>PUBLIC INPUT:</b>	One (1) phone call in support and one (1) phone call in opposition received as of October 31, 2024

**SUMMARY OF REQUEST:** The applicant is proposing to rezone the subject property from R-3 (Residential) to C-1 (Commercial) to allow for the proposed use of an indoor athletic facility.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL WITH CONDITIONS** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial 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.

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized canopy trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along property lines adjacent to residential uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
2. That an eight-foot (8') high masonry wall be required to be placed along the property lines abutting residential uses.
3. That no more than one (1) driveway, not to exceed twenty-five feet (25') in width, shall be permitted along Heid Road.
4. That a twenty-foot (20') minimum building setback be required along Heid Road.
5. That a detailed site development plan shall be reviewed and approved per El Paso City Code prior to the issuance of certificates of occupancy or certificates of completion.
6. That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:
  - a. Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and
  - b. Providing outdoor amplified sound.



Figure A. Subject Property & Immediate Surroundings



**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property from R-3 (Residential) to C-1 (Commercial) to allow for the proposed use of an indoor sports facility. The size of the property is approximately 1.49 acres in size and is currently vacant. The conceptual site plan shows the proposed indoor athletic facility with access to the property provided from Giles Road and Heid Road.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed indoor sports facility and the C-1 (Commercial) district are compatible with adjacent C-1 (Commercial) and C-2/sp (Commercials/special permit) districts to the north consisting of a restaurant, funeral home, and an auto repair shop, A-O (Apartment/Office) and R-5/sc (Residential/special contract) consisting of single-family dwellings, a medical office and townhomes to the east, R-3 (Residential) consisting of single-family dwellings to the south, and R-F (Ranch and Farm) and R-3 (Residential) consisting of single-family homes to the west. Given the increased intensity of the proposed use and proximity to residential, conditions are recommended to safeguard adjacent properties. The nearest school is North Loop Elementary school, which is 0.51 miles away, and the nearest park is Officer David Ortiz Park, which is 0.35 miles away from the subject property.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-3, Post-War:</b> This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property and the proposed development meet the intent of the G-3, Post-War, Future Land Use designation of <i>Plan El Paso</i>. The proposed rezoning is compatible with the future land use designation.</p>
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>C-1 (Commercial) District:</b> The purpose of the district is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.</p>	<p>Yes. The proposed C-1 (Commercial) zoning district will provide for the integration of commercial uses with adjacent C-1 (Commercial), C-2 (Commercial), A-O (Apartment/Office) and R-3 (Residential) zoning districts in the surrounding area.</p>
<p><b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property has access to Giles Road and Heid Road which are designated as collectors in the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development.</p>
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<p><b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations</p>	<p>None. The subject property is not located within any historic districts or any other special designation areas.</p>



<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. The proposed development is not anticipated to pose any adverse effects on the community.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property does not involve any greenfield/environmentally sensitive land, or arroyo disturbance.
<b>Stability:</b> Whether the area is stable or in transition.	The area has been stable with no rezonings within the last 10 years.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The proposed development will have access to Giles Road and Heid Avenue which are designated as collectors under the City’s Major Thoroughfare Plan (MTP). The classification of these roads is appropriate for the proposed development. Existing infrastructure and services are adequate to serve the proposed development. There are currently sidewalks present abutting the subject property on Giles Road and Heid Avenue. There are least two (2) bus stops within walkable distance (0.09 miles) of the subject property. The closest bus stop is located along Carolina Dr. which is 0.06 miles away from the subject property.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received from the reviewing departments.

**PUBLIC COMMENT:** The subject property lies within three (3) neighborhood associations including the Mission Valley Civic Association, Corridor 20 Civic Association, and the Ralph T. Cloud Neighborhood Association that were notified of the rezoning by the applicant. Public notices were mailed to property owners on October 24, 2024. As of October 31, 2024, the Planning Division has received one (1) phone call in support and one (1) phone call in opposition to the request from the public. Opposition was concerned that the proposed development will not fit into the current neighborhood’s character.

**RELATED APPLICATIONS:** None.

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

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



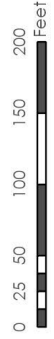
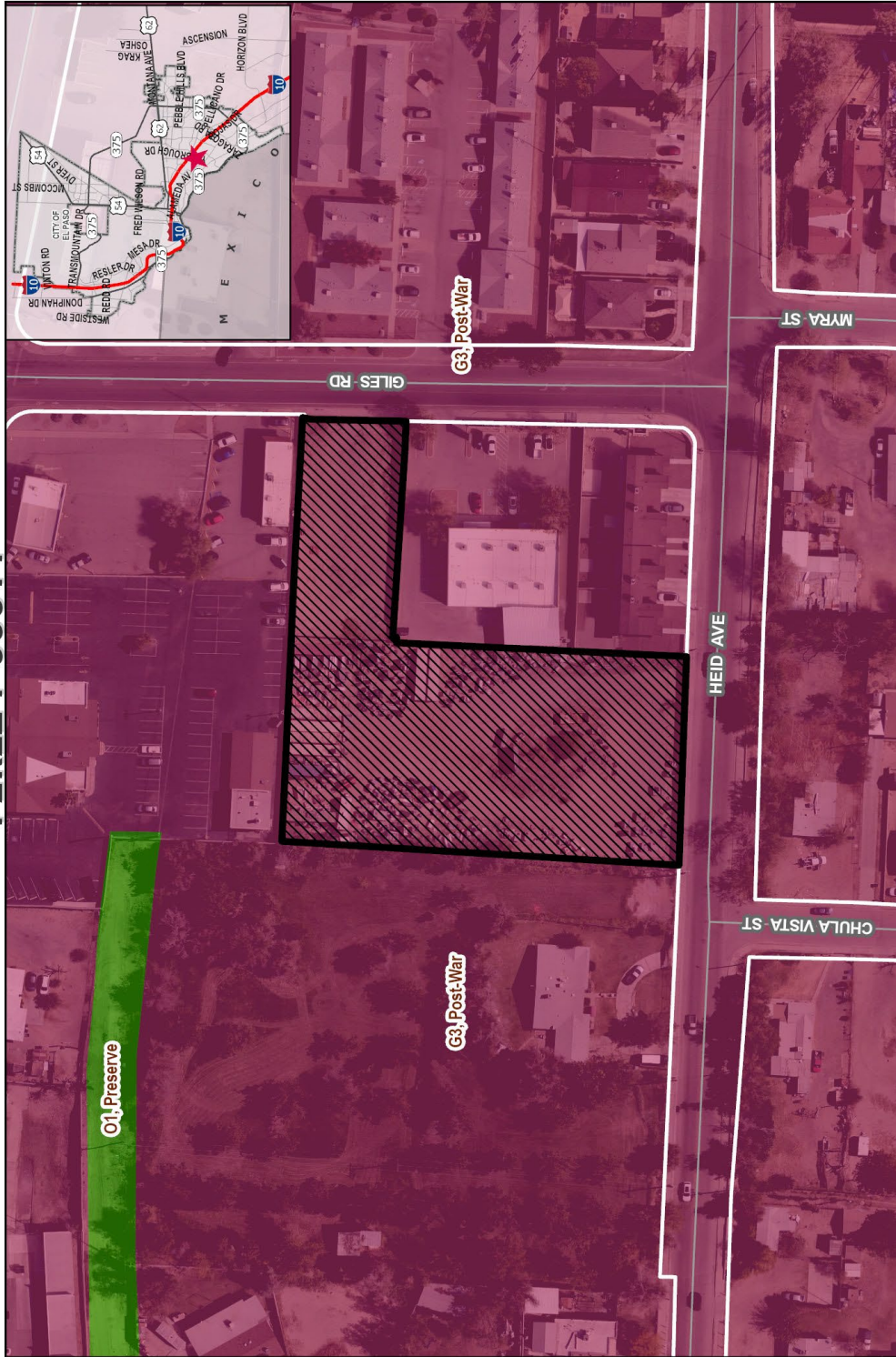
**ATTACHMENTS:**

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map



# ATTACHMENT 1

PZRZ24-00011

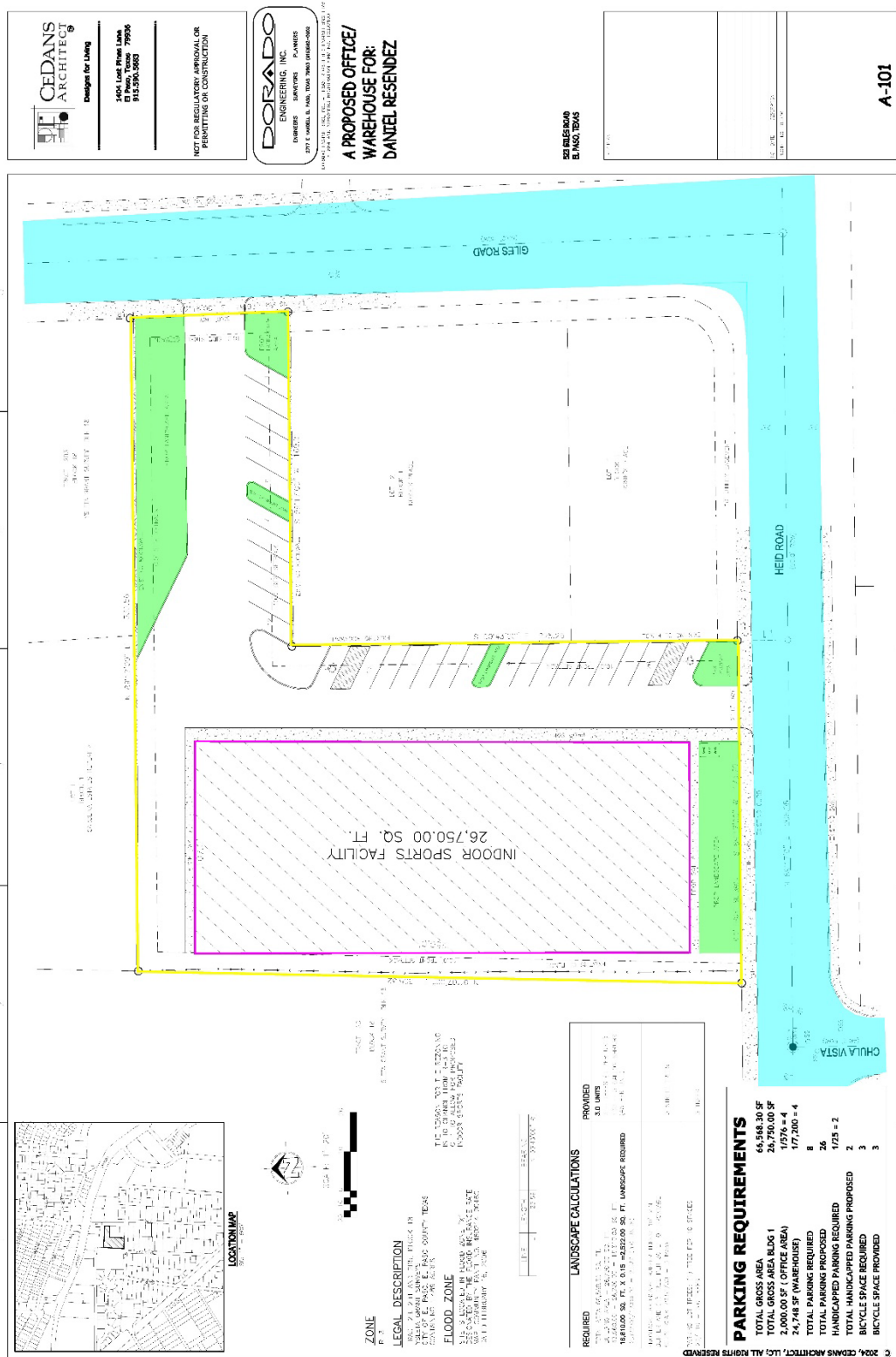


Subject Property



This map is designed for illustrative purposes only. The features shown are not guaranteed to be accurate. The Planning & Inspections Department makes no claim to its accuracy or completeness.







# **ATTACHMENT 3**

## **Planning and Inspections Department - Planning Division**

Staff recommends **APPROVAL WITH CONDITIONS** of the request. The proposed zoning district is compatible with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the city's adopted Comprehensive Plan, and the G-3, Post-War future land use designation. The conditions are as follows:

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized canopy trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
2. That an eight-foot (8') high masonry wall be required to be placed along the property lines abutting residential zone districts or uses.
3. That no more than one (1) driveway, not to exceed twenty-five feet (25') in width, shall be permitted along Heid Road.
4. That a twenty-foot (20') minimum building setback be required along Heid Road.
5. That a detailed site development plan shall be reviewed and approved per El Paso City Code prior to the issuance of certificates of occupancy or certificates of completion.
6. That a one-hundred feet (100') separation be required between the use of nightclub, bar, and cocktail lounge and any residential uses or zoning districts.

## **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. Lot is within Flood zone AE and structures must be elevated or flood proofed one foot above the Base Flood Elevation.
3. Verify if 21' wide driveway along Heid Road is one-way and include one-way signage and striping. Typical commercial driveways are between 25'-35' side. Update flood zone note.

***Note: Comments will be addressed at the permitting stage.***

## **Fire Department**

No adverse comments.

## **Police Department**

No comments submitted.

## **Environment Services**

No comments submitted.

## **Streets and Maintenance Department**

Streets and Maintenance traffic engineering has the following comments:

1. No TIA is required
2. Driveway at Heid Road must be a one way; exiting the property. If two-way driveway is considered then width must be change to minimum of 25 ft to 35 ft.



*Note: Comments will be addressed at the permitting stage.*

**Sun Metro**

No comments submitted.

**El Paso Water**

1. There is an existing 12-inch diameter water main that extends along the west side of Giles Rd. This water main is available for service.
2. Previous water pressure tests from fire hydrant # 1082 located at the northwest corner of the intersection of Heid Ave and Giles Rd. have yielded a static pressure of 110 (psi) pounds per square inch, a residual pressure of 106 (psi) pounds per square inch, and a discharge of 919 (gpm) gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

**EPWU-PSB Comments**

EPWater-PSB does not object to this request.

**Sanitary Sewer**

1. There is an existing 12-inch diameter sewer main that extends along the west side Giles Rd. This sewer main is available for service.

**General**

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

**Stormwater:**

EP Water-SW reviewed the property described above and provide the following comments:

1. 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.
2. This development may be required to provide onsite retention of their runoff.

*Note: Comments will be addressed at the permitting stage.*

**El Paso County 911 District**

The 911 District has no comments or concerns regarding this zoning.

**Texas Department of Transportation**

No comments submitted.

**El Paso County Water Improvement District #1**

No comments submitted.



**Texas Gas Service**

Texas gas service has no comments.

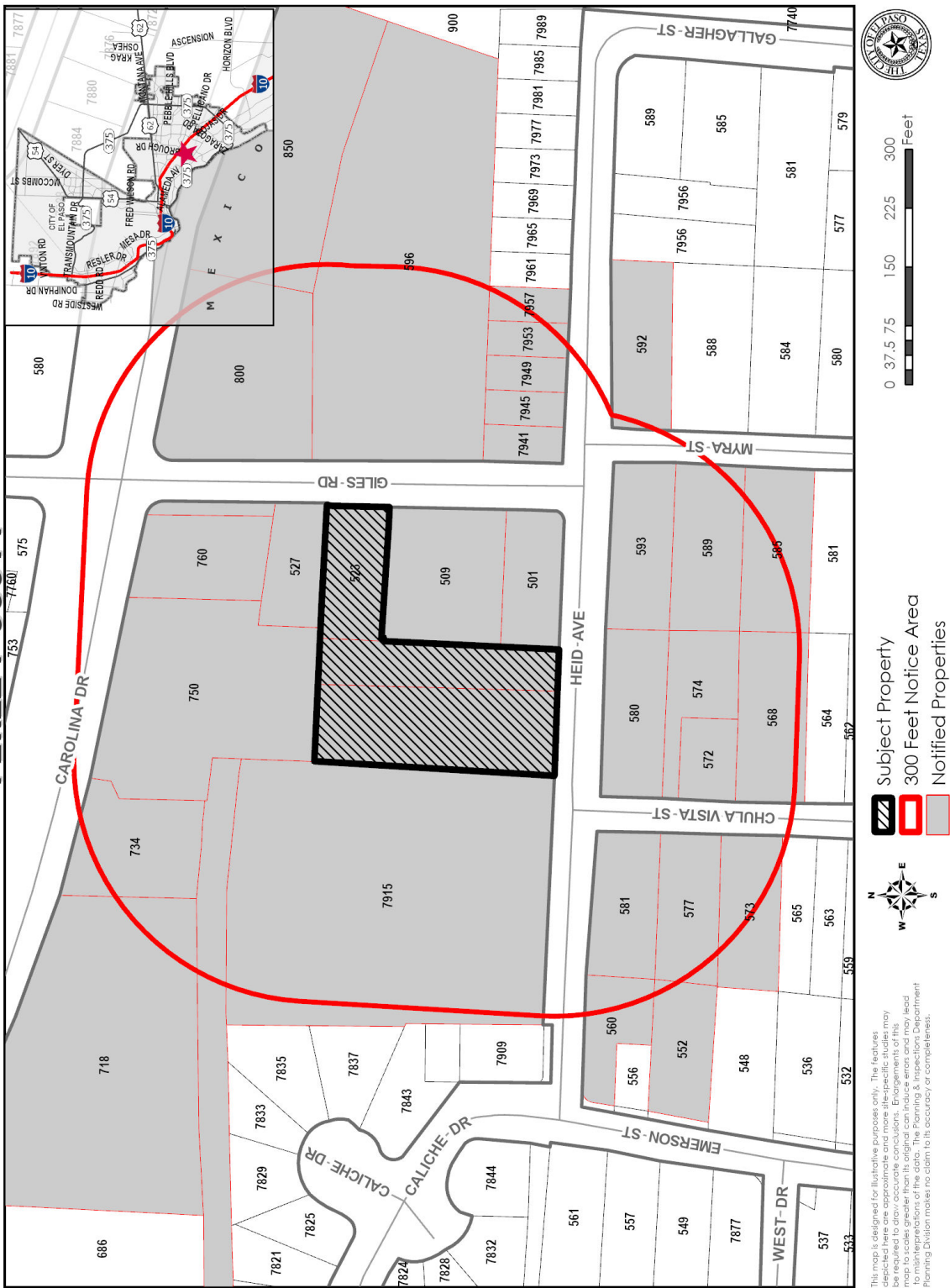
**El Paso Electric**

We have no comments for 523 Giles.



# ATTACHMENT 4

PZRZ24-00011





# 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

Daniel Resendez

Business Name

n/a

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: Daniel Resard Date: 6-26-24





Legislation Text

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**File #: 25-229, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 7**

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

**AGENDA LANGUAGE:**

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

An Ordinance changing the zoning of Tract 2C, Block 41, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Americas Avenue and West of Southside Road

Applicant: Ajeya Bhava LLC, PZRZ24-00006



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Philip Tiwa

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



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CHANGING THE ZONING OF TRACT 2C, BLOCK 41, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-4 (COMMERCIAL). 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, the zoning of **Tract 2C, Block 41, Ysleta Grant**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm)** to **C-4 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.


**THE CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson, Mayor


**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Jesus Quintanilla  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department



## EXHIBIT "A"

Prepared For: Sunil Patel  
Date: 07-13-2023  
Being all of Tract 2C, Block 41, Ysleta Grant  
El Paso County, Texas  
W.O. # 060123-1  
File Name: 060123-1 Southside Americas

### METES AND BOUNDS DESCRIPTION

Description of a 2.492-acre parcel of land more or less, being all of Tract 2C, Block 41, Ysleta Grant Block 41, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found city monument located on the centerline intersection of Southside Road (40' Right-of-way) and San Lorenzo Avenue (50' Right-of-way) as per Singh Addition Second Section as filed in Book 15, Page 57, plat records of El Paso County, Texas, from which a found city monument, located at the centerline intersection of Southside Road (40' Right-of-Way) and Carranza Loop (60' Right-of-way) as per Singh Addition Third Section as filed in Book 16, Page 39, plat records of El Paso County, Texas bears South 10°05'19" West a distance of 278.23 feet, Thence South 25°45'00" West a distance of 2,518.35 feet to a found ½" rebar with cap that reads "RPLS 5679", said rebar being the Northeast corner of Tract 2C, Block 41, Ysleta Grant and the Northwest corner of Tract 5C1, Block 50, Ysleta Grant, said rebar being the Point of Beginning;

Thence, along the common Tract Line of Tract 2C, Block 41, Ysleta Grant and Tract 5-C-1, Block 50, Ysleta Grant South 21°52'26" East, a distance of 486.35' feet to a found ½" rebar with no cap located on the Northernly right-of-way of TX-375 Loop West (370' Right-of-way);

Thence, continuing along said Northernly right-of-way of TX-375 Loop West South 75°17'06" West, a distance of 275.94' feet to a found ½" rebar with no cap, said rebar being the southwest corner of Tract 2C, Block 41, Ysleta Grant and the southeast corner of Tract 1B, Block 41, Ysleta Grant;

Thence, along the common Tract line of Tract 2C, Block 41, Ysleta Grant and Tract 1B, Block 41, Ysleta Grant North 06°57'27" West, a distance of 565.36' feet to a set ½" rebar with no cap, rebar being the Northwest corner of Tract 2C, Block 41, Ysleta Grant and the Northeast corner of Tract 1B, Block 41, Ysleta Grant, said rebar lying along the Southerly Tract line of Tract 5D, Block 41, Ysleta Grant;

Thence, along the Southerly Tract line of Tract 5D, Block 41, Ysleta Grant South 82°14'28" East, a distance of 67.57' feet to a set ½" rebar with no cap, said rebar being the common corner of Tracts 2C, 5D and 3, Block 41, Ysleta Grant;

Thence, along the southerly Tract Line of Tract 3, Block 41, Ysleta Grant South 57°32'27" East, a distance of 53.00' feet to a set ½" rebar with no cap;



Thence continuing along the southerly Tract Line of Tract 3, Block 41, Ysleta Grant South  $87^{\circ}01'28''$  East, a distance of 42.56' feet to the Point of Beginning and containing in all 108,550 square feet or 2.492 acres of land more or less.

07/21/2023   
CHARLES H. GUTIERREZ R.P.L.S. 5572  
H2O-Terra



NOTES:

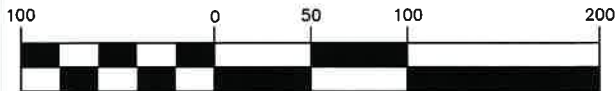
1. HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983  
UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE GRID VALUES.

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





GRAPHIC SCALE



1 inch = 100 ft.

○ = ALL CORNERS FOUND WITH 1/2"Ø REBAR WITH NO CAP, UNLESS OTHERWISE NOTED;

TRACT 5-D, BLOCK 41,  
YSLETA GRANT

TRACT 1-B, BLOCK 41,  
YSLETA GRANT

TRACT 3, BLOCK 41,  
YSLETA GRANT

TRACT 5-C-1, BLOCK 50,  
YSLETA GRANT

COMMENCING POINT  
FOUND CITY MONUMENT  
SOUTHSIDE ROAD AND  
SAN LORENZO DR.

SAN LORENZO AVE.  
(50' RIGHT-OF-WAY)

S10°05'19"W  
SOUTH SIDE ROAD  
(40' RIGHT-OF-WAY)

CARRANZA LOOP  
(60' RIGHT-OF-WAY)

FOUND CITY MONUMENT  
SOUTHSIDE ROAD AND  
CARRANZA DR.

POINT OF BEGINNING  
FOUND 1/2"Ø REBAR WITH CAP  
THAT STAMPED "RPLS 5679"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S82°14'28"E	67.57'
L2	S57°32'27"E	53.00'
L3	S87°01'28"E	42.56'

20' LANDSCAPING DROUGHT  
- RESISTANT ORDINANCE NO.  
010978 DATED APRIL 14, 1992

NORTHERLY  
RIGHT-OF-WAY LINE

TX-375 LOOP WEST  
BORDER HIGHWAY

SURVEY NOTES:

- A METES AND BOUNDS DESCRIPTION OF EVEN DATE HERewith ACCOMPANIES THIS SURVEY PLAT.
- HORIZONTAL CONTROL: MAPPING COORDINATES AND BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM OF 1983 UNIT OF MEASURE: U.S. SURVEY FOOT. COORDINATE VALUES ARE GRID VALUES.
- VERTICAL DATUM IS NAVD 1988.
- ALL CORNERS FOUND WITH 1/2"Ø REBAR WITH NO CAP, UNLESS OTHERWISE NOTED;
- THE ABOVE REFERENCED PROPERTY IS WITHIN ZONES "C" ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, AS PER AREA COMMUNITY PANEL NO. 480214 0050B, DATED OCTOBER 15, 1982.
- THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.



**FILING INFORMATION**  
DATE: July 19, 2023  
FIELD: C.H.G.  
OFFICE: L.A.J.  
W.O. 060123-1  
FILE: exhibit 11.dwg  
SCALE: 1" = 100'

**CERTIFICATION**

I hereby certify that the foregoing Boundary Survey was made on the ground under my supervision on July 13, 2023, and that this plat correctly represents the facts found at the time of the survey.

CHARLES H. GUTIERREZ R.P.L.S. 5572

**BOUNDARY SURVEY**

A PARCEL OF LAND BEING ALL TRACT 2C, BLOCK 41, YSLETA GRANT, EL PASO COUNTY, TEXAS  
AREA = 108,550 SQ.FT./2.492 AC

PREPARED FOR:  
SUNIL PATEL

**H<sub>2</sub>Terra**

ENGINEERING. SURVEYING. SOLUTIONS.

TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700  
2020 E. MILLS AVENUE El Paso, TX 79901  
(915) 533-1418 FAX: (915) 533-4972



# Americas and Southside

City Plan Commission — September 19, 2024



<b>CASE NUMBER:</b>	<b>PZR24-00006</b>
<b>CASE MANAGER:</b>	Jose Beltran, (915) 212-1607, <a href="mailto:BeltranJV@elpasotexas.gov">BeltranJV@elpasotexas.gov</a>
<b>PROPERTY OWNER:</b>	Ajeya Bhava LLC
<b>REPRESENTATIVE:</b>	Isaac Rodriguez
<b>LOCATION:</b>	North of Americas Ave. and West of Southside Rd. (District 7)
<b>PROPERTY AREA:</b>	2.49 acres
<b>REQUEST:</b>	Rezone from R-F (Ranch and Farm) to C-4 (Commercial)
<b>RELATED APPLICATIONS:</b>	None
<b>PUBLIC INPUT:</b>	None received as of September 12, 2024

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-4 (Commercial) to allow for a proposed general warehouse.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and no expected negative impacts on adjacent properties.

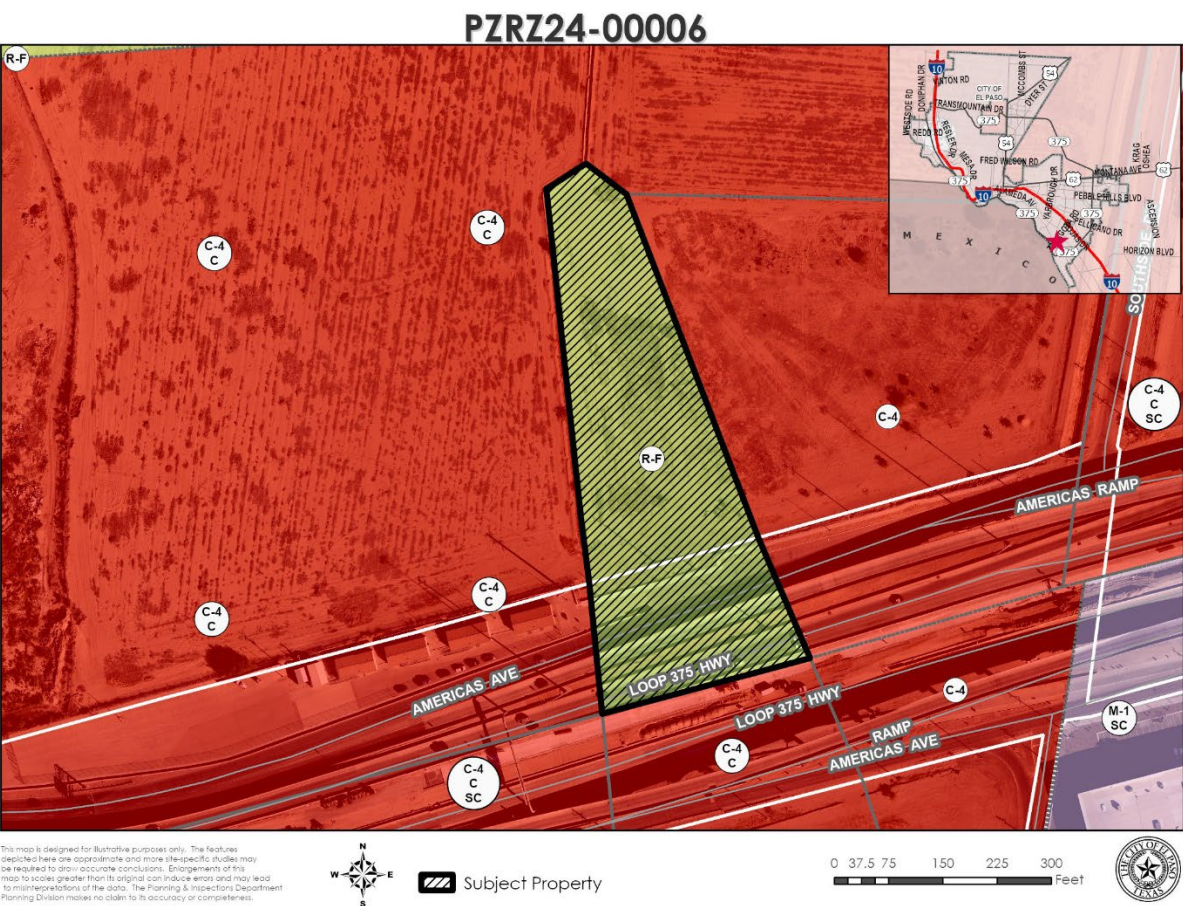


Figure A. Subject Property & Immediate Surroundings



**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-4 (Commercial) to allow for a proposed general warehouse. The subject property is approximately 2.49 acres in size. The conceptual site plan shows a proposed general warehouse with parking and proposed on-site ponding. Access to the property is provided from Americas Avenue.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed rezoning is consistent with adjacent commercial uses within the area. Properties to the north are vacant zoned C-4 (Commercial). Properties to the east are vacant and a general warehouse zoned C-4 (Commercial) and C-4/c/sc (Commercial/condition/special contract). Properties to the south are a general warehouse and vacant zoned C-4 (Commercial) and C-4/c (Commercial/condition). Properties to the west are vacant zoned C-4 (Commercial). The nearest school is Presa Elementary school which is 0.46 miles away and the closest park is Adrian Garcia Park which is located 1.6 miles away.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>O3, Agriculture:</b> This open-space sector applies to active farmland in the Rio Grande Valley. Changes to City codes and policies may limit plat and utility approvals beyond the City limits in a coordinated effort to protect significant portions of farmland.</p>	<p>No. The proposed development is not compatible with the future land use designation of <i>Plan El Paso</i>, however the surrounding properties have transitioned to non-agricultural uses. The proposed use of general warehouse is situated near a predominantly industrial area and this is only a small portion of a larger area already zoned commercial with an O-3, Agriculture designation.</p>
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>C-4 (Commercial) District:</b> The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities. Within the central business district, more intensive commercial uses are allowed, the predominant of which are retail trade and service uses, providing less restrictive height and area regulations.</p>	<p>Yes. The proposed C-4 (Commercial) district will provide for the integration of general warehouse use with adjacent C-4 (Commercial) zoning districts.</p>
<p><b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property will have access to Americas Avenue and Loop 375. Both are designated as freeways under the City's Major Thoroughfare Plan. The classification of these roads is appropriate as they connect to other manufacturing and commercial establishments.</p>
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<p><b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>None. The proposed development is not within any historic districts or study area plan boundaries.</p>



<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property does not involve greenfield/ environmentally sensitive land, or arroyo disturbance.
<b>Stability:</b> Whether the area is stable or in transition.	None. The area is stable and the surrounding properties have not been rezoned in the last 10 years.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None. The proposed development is within an older, stable area of the city. The established neighborhood is comprised mostly of general warehouses.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access is proposed from Americas Avenue which is classified as a freeway on the City of El Paso’s Major Thoroughfare Plan (MTP) and is appropriate for commercial development. Sidewalks are currently present along Americas Avenue. There are two (2) bus stops located within walkable distance (0.15 miles) of the subject property. The closest bus stop is along Americas Avenue, which is located 0.09 miles from the subject property.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received from reviewing departments.

**PUBLIC COMMENT:** The subject property lies within two (2) neighborhood associations including the Mission Valley Civic Association and Corridor 20, which were notified of the rezoning by the applicant. Public notices were mailed to property owners within 300 feet on September 5, 2024. As of September 12, 2024, the planning division has not received any communication in support or opposition to the request.

**RELATED APPLICATIONS:** None.

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

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

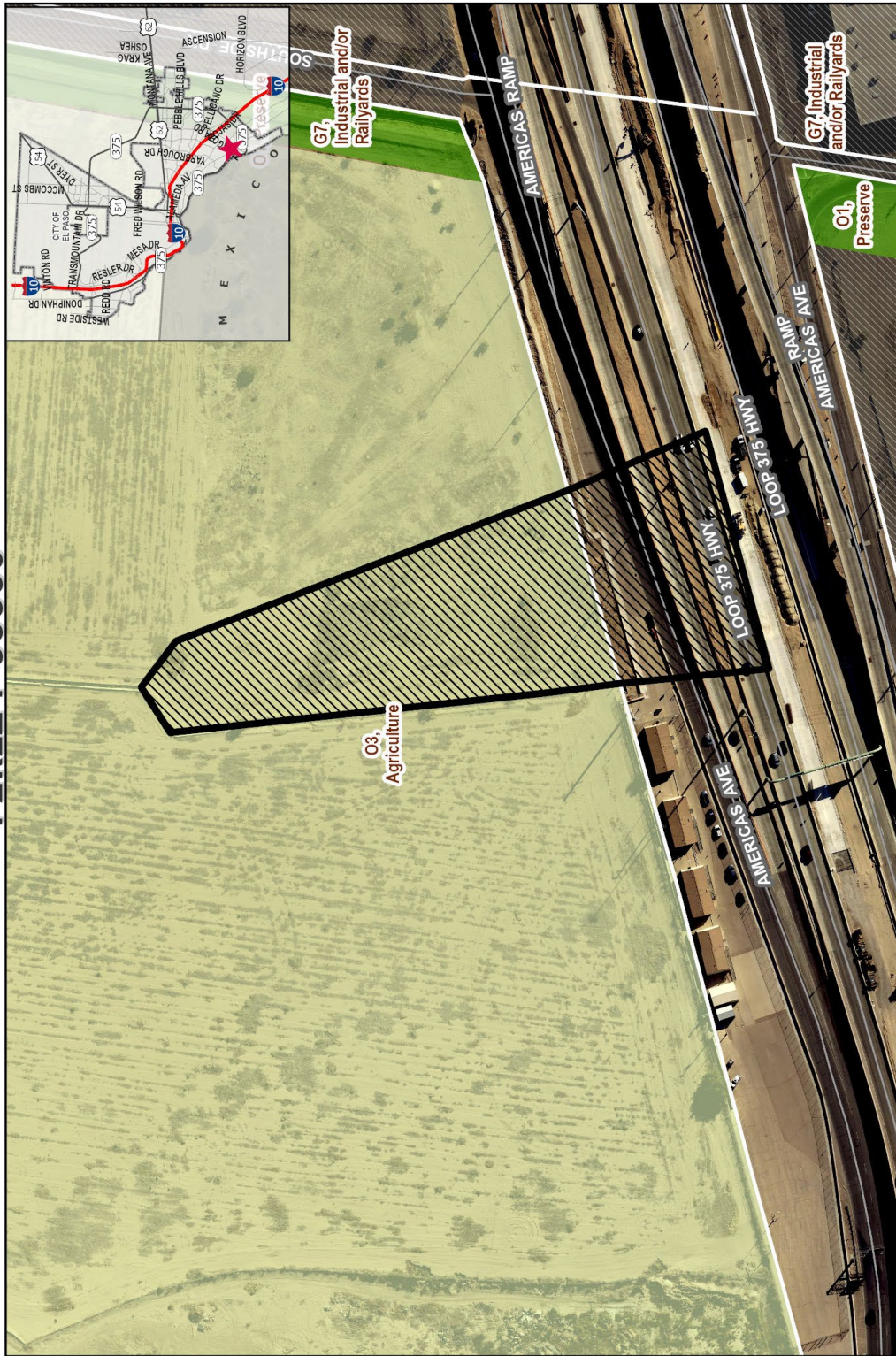
**ATTACHMENTS:**

1. Future Land Use Map
2. Detailed Site Plan/Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map



# ATTACHMENT 1

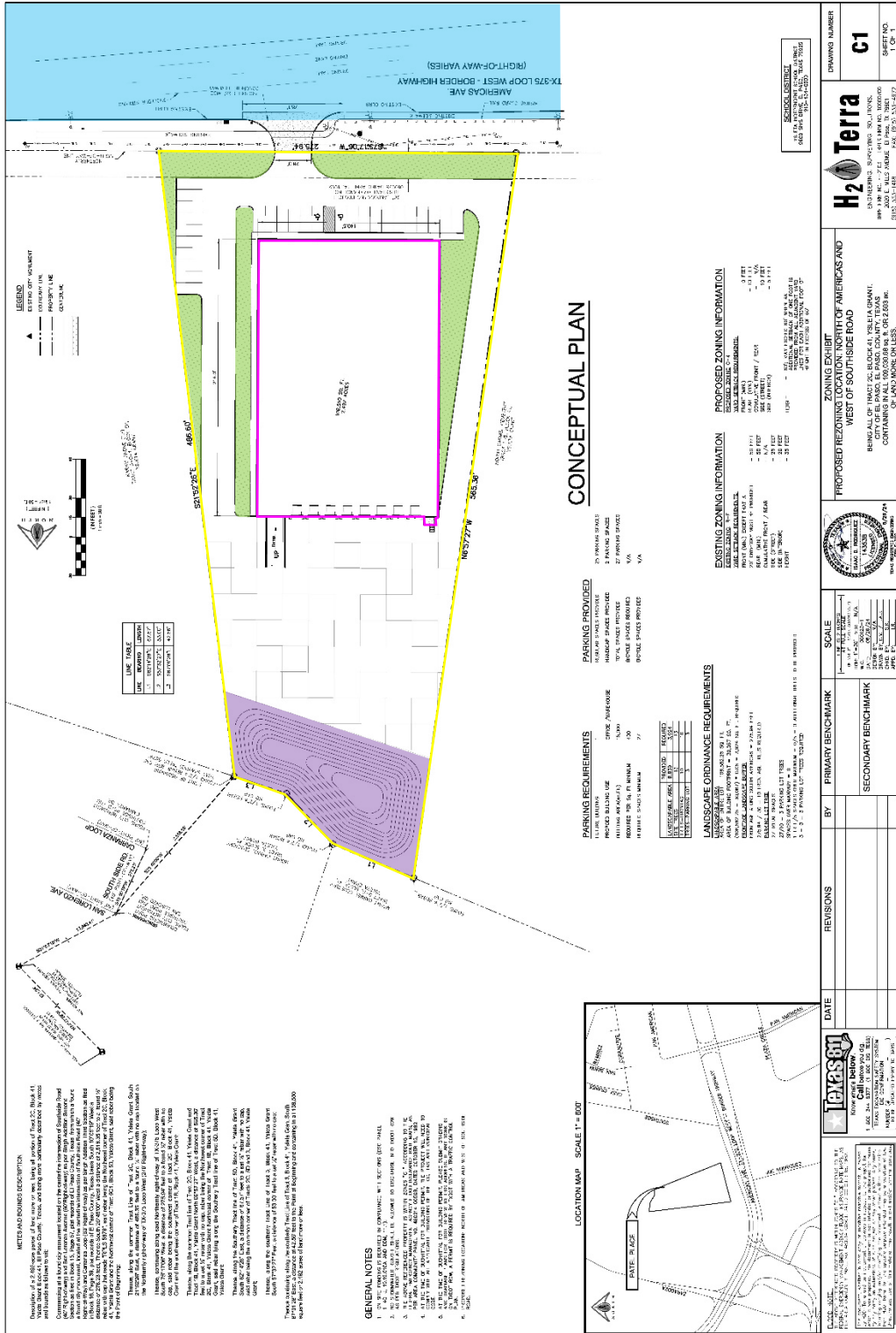
PZR24-00006



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 misinterpretation. The City of El Paso Planning & Development Department Planning Division makes no claim to its accuracy or completeness.



## **ATTACHMENT 2**





# **ATTACHMENT 3**

## **Planning and Inspections Department - Planning Division**

Staff recommends **APPROVAL** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and no expected negative impacts on adjacent properties.

## **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**

PZRZ24-00006 – North of Americas Ave and West of Southside Rd. – Rezoning – Recommend Approval.

1. TXDOT review and approval are required of the proposed subdivision for drainage and access requirements at the time of grading permit.
2. Provide a sidewalk abutting the property line or a minimum 7ft sidewalk abutting an arterial street at the time of grading permit.
3. The proposed ponding area for subdivision shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event at the time of grading permit.

*Note: Comments will be addressed at the permitting stage.*

## **Fire Department**

No adverse comments.

## **Police Department**

The 911 District has no comments or concerns regarding this zoning.

## **Environment Services**

ESD Comments – please keep refuse in mind and a 36 ft. truck that will be servicing it.

## **Streets and Maintenance Department**

Streets and Maintenance traffic engineering has the following comments:

- No TIA is required.

## **Sun Metro**

No comments submitted.

## **El Paso Water**

There is an existing 12-inch diameter water main located along an existing 25-ft PSB easement (Pan American Commerce Park subdivision) and north of and parallel to Americas Avenue. This water main dead-ends at Southside Drive. This main is available for main extension.

There is an existing 12-inch diameter water main extending along Americas Avenue between Playa Drain and Southside Dr. This water main dead-ends approximately 113-ft west of the west corner of the subject property. This main is available for main extension.



Previous water pressure from fire hydrant #6853 located approximately 648-ft east of the southeast corner of the subject property has yield a static pressure of 100 (psi), a residual pressure of 78 (psi), and a discharge of 1,233 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

#### **EPWU-PSB Comments**

EPWater-PSB does not object to this request.

#### **Sanitary Sewer**

There is an existing 8-inch diameter sanitary sewer main located along an existing 25-ft PSB easement (Pan American Commerce Park subdivision). This main dead ends east of Southside Road. This main is approximately 6.80-feet in depth.

There is an existing 12-inch diameter sanitary sewer main along an easement located approximately 130-ft south of Corralitos Way. This main has an approximate depth of 19-ft and it is available for main extension.

#### **General**

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.

Permits from the El Paso County Water Improvement District No. 1 (EPCWID No.1) will be required for proposed water and/ or sanitary sewer facilities construction with EPCWID No. 1 right-of-way.

Service to the subject property is anticipated to be provided by means of off-site as well as on-site water and sewer main extensions. The water main extensions are to create a “looped” systems. Main extension and easement acquisition costs are the responsibility of the owner. EPWater-PSB requests that site be graded so that sanitary sewer may be provided by gravity.

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, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

#### **Stormwater:**

EP Water-SW reviewed the property described above and provide the following comments:

- The proposed ponding area shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as “Private”.

#### **Texas Department of Transportation**

No comments from TxDOT at this time.

#### **El Paso County Water Improvement District # 1**

No comments submitted.

#### **Texas Gas Service**

Texas Gas Service has no comments.



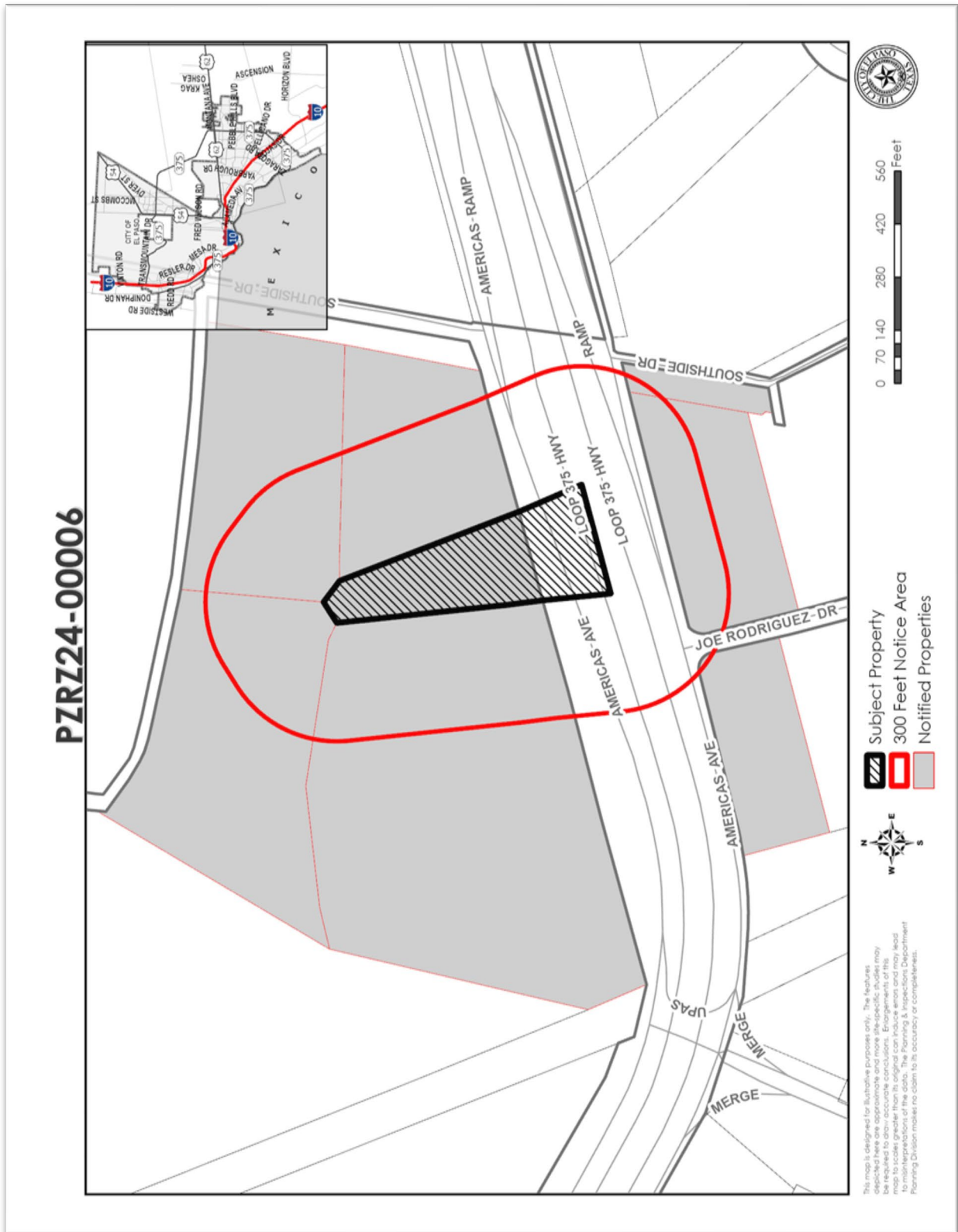
**El Paso Electric**

Please provide a copy of the ROW Guidelines for the customer to review. We have an existing line along the Americas Ave.





# ATTACHMENT 4





# 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 Sunil Patel

Business Name Ajayabhava LLC

Agenda Item Type Rezoning

Relevant Department Planning 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: Patel Date: 01/17/2025





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 25-195, Version: 1**

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

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

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

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

##### **District 8**

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

#### **AGENDA LANGUAGE:**

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

An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed, and any other documents necessary to convey approximately 2.112 acres of land, legally described as being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, City of El Paso, El Paso County, Texas.

Subject Property: 210 N. Lee St.



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** \_\_\_\_\_

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



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 2.112 ACRES OF LAND, LEGALLY DESCRIBED AS BEING ALL OF LOTS 1-16 AND 21-32, AND THE VACATED ALLEY WITHIN BLOCK 72, COTTON ADDITION, EL PASO, EL PASO COUNTY, TEXAS.**

**WHEREAS**, the El Paso Water Utilities Public Service Board ("*EPWater*"), for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water, wastewater and drainage utility systems (collectively the "*System*"); and,

**WHEREAS**, at its regular meeting on January 12, 2022, the Public Service Board determined approximately 2.112 acres of land legally described as being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, El Paso, El Paso County, Texas (the "*Property*"), to be inexpedient to the System and that the Property should be sold in accordance with state law; and,

**WHEREAS**, on August 14, 2024, the Public Service Board approved the sale of land that has been declared inexpedient to the System in accordance with Texas Local Government Code §272.001(g); and,

**WHEREAS**, on August 14, 2024, the Public Service Board approved and authorized the sale of the Property to the Rescue Mission of El Paso, Inc., for the sales price of \$1,475,000.00 and requested 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,

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 2.112 acres of land legally described as being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, El Paso, El Paso County, Texas.

**(Signatures begin on following page)**



PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF EL PASO

\_\_\_\_\_  
Renard U. Johnson  
Mayor

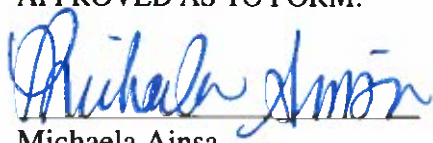
ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michaela Ainsa  
Senior Assistant General Counsel

ORDINANCE NUMBER \_\_\_\_\_



### **SPECIAL WARRANTY DEED**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**Effective Date:** \_\_\_\_\_, 2025

**Grantor:**           **EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of THE CITY OF EL PASO, TEXAS**, a Texas municipal corporation  
1154 Hawkins Blvd.  
El Paso, Texas 79925

**Grantee:**           **RESCUE MISSION OF EL PASO, INC.**, A Texas nonprofit organization  
209 N. Lee St.  
El Paso, Texas 79901

**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 2.112 acres, being legally described by metes and bounds on **Exhibit A**, attached hereto and incorporated herein for all purposes.

**Severance of Groundwater Estate and Reservations from Conveyance:**

*Save and except:*

The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property. Notwithstanding the foregoing, the Grantor shall not have the right to drill for any of the groundwater from the surface estate hereby conveyed.

**Exceptions to Conveyance and Warranty:**

1. Utility easements and prescriptive rights visible and apparent on the ground.
2. Easement to El Paso Electric Company, recorded in Volume 223, Page 1204, Real Property Records of El Paso County, Texas.
3. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.



4. Subject to any additional tax or taxes imposed, or which may be imposed, or the rollback of any taxes by any taxing authority due to the sale, change of use, or change of current or previous owner's status from totally exempt to taxable of the above described property pursuant to the Revised Civil Statutes of Texas 1925, as amended and the Constitution of the State of Texas, as amended.

**GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.**

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

*(Signature page and exhibits follow.)*



**EXECUTED** to be effective as of the date first stated above.

**GRANTOR:**

**THE CITY OF EL PASO,  
a Texas municipal corporation**

By: \_\_\_\_\_  
Name: Dionne Mack  
Title: City Manager

THE STATE OF TEXAS                   §  
  §  
COUNTY OF EL PASO                   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by  
Dionne Mack, City Manager of the City of El Paso.

\_\_\_\_\_  
**NOTARY PUBLIC**, State of Texas



## **EXHIBIT A**

Prepared For: El Paso Water  
Date: 4-11-22  
Cotton Addition  
El Paso County, Texas  
W.O. # 032222-9

### **METES AND BOUNDS DESCRIPTION**

Description of 2.112-acre parcel of land being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows to wit:

Commencing at a city monument at the intersection of the monument lines of Bassett Street (70-foot right-of-way) and Dallas Street (70-foot right-of-way), said monument lines lying 10 feet north and 10' east of the respected centerlines of Bassett Street and Dallas Street; Thence, South 33°48'01" East, along the monument line of Dallas Street, a distance of 330.00 feet to a city monument lying at the intersection of monument lines lying 10' north and 10' east at the intersection of Dallas Street and Magoffin Street (70-foot right-of-way); Thence, continuing along said monument line, South 33°48'01" East, a distance of 165.00 feet to a point; Thence, South 56°11'59" West, a distance of 45.00 feet to a MAG nail set on the southeast corner of Lot 17, Block 72, Cotton Addition, and the westerly right-of-way line of Dallas Street, said MAG nail being the Point of Beginning of this description;

Thence, South 33°48'01" East, along said right-of-way, a distance of 140.00' feet to a point on the northerly right-of-way Olive Street (70-foot right-of-way);

Thence, South 56°11'59" West, along said right-of-way, a distance of 400.00' feet to a point on the westerly right-of-way of Lee Street (70-foot right-of-way);

Thence, North 33°48'01" West, along said right-of-way, a distance of 260.00' feet to a MAG nail set on the southerly right-of-way of Magoffin Avenue, (70-foot right-of-way);

Thence, North 56°11'59" East, along said right-of-way, a distance of 300.00' feet to a MAG nail set on the common boundary line of Lots 20 & 21 Block 72, Cotton Addition.

Thence, South 33°48'01" East, along said boundary line, a distance of 120.00 feet to a point nail set on the northerly line of a vacated alley dated August 15, 1968, in Ordinance 4002;

Thence North 56°11'59" East, a distance of 100.00' feet, to the Point of Beginning and containing in all 92,000 square feet or 2.112 acres of land more or less.

04/13/2022   
CHARLES H. GUTIERREZ R.P.L.S. 5572  
H2O-Terra





## 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 RESCUE MISSION OF EL PASO INC., a Texas nonprofit corporation (the "**Buyer**"). The Seller and the Buyer may be referred to individually herein as a "**Party**" and collectively as the "**Parties**".

### **RECITALS**

**WHEREAS**, the Seller owns the property described below; and

**WHEREAS**, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and

**WHEREAS**, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and

**WHEREAS**, the property is being sold pursuant to the following exception(s) to the bidding requirements outlined in Section 272.001(g) of the Texas Local Government Code: for the development of low-income or moderate-income housing.

**NOW THEREFORE**, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

**1. Description of Property.** The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in El Paso County, Texas:

An approximately 2.112 acre parcel, more or less, being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, City of El Paso, El Paso County, Texas, 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, except such easements necessary for the operation of the EPWater water, wastewater, stormwater or drainage utility systems, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "**Property**").

**1.1 Seller's Reservations.** The Property will be conveyed to the Buyer at Closing subject to certain exceptions by the Seller, as more particularly identified on **Exhibit B**, attached hereto and incorporated fully herein (the "**Seller's Reservations**") provided that Buyer shall retain reasonable rights to use the Rights of Way for access, utilities and other uses that do not unreasonably restrict Seller's use of the Property.

**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.

Sale of 210 N. Lee, ~2.112 Acres- EPWater-Rescue Mission of El Paso

1



including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

**1.3 Easements.** The Property shall be conveyed to the Buyer subject to all easements, whether of record or not, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

**1.4 Surface Water and Groundwater.** Seller reserves the surface water and groundwater rights as documented on the proposed Special Warranty Deed attached hereto as Exhibit C.

**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 One-Million Four-Hundred Seventy-Five Thousand US Dollars and Zero Cents (\$1,475,000.00) (the "**Purchase Price**").

**2.1 Payable at Closing.** The full Purchase Price shall be tendered to Seller at Closing.

**2.2 Earnest Money.** Seller shall pay Buyer in the amount of Ten Thousand US Dollars and Zero Cents (\$10,000.00) (the "**Earnest Money**") with Ron Rush of Stewart 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.

**3. Inspection Period.** For period of thirty (30) days, beginning on the Effective Date (the "**Inspection Period**"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

**3.1 Access.** Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer's employees and agents will have the right to enter the Property to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and



other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before entering onto the Property at any time prior to Closing.

**3.2 Termination During Inspection Period.** Buyer may terminate this Agreement for any reason by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money Deposit shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

**4. Survey.** If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within twenty (20) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

**5. Title Binder.** Within twenty (20) business days after the Effective Date, Buyer will, at Buyer's expense, deliver or cause to be delivered to Seller a title commitment covering the Property from Stewart 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 Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer's receipt of the same.

**5.1 Buyer's Approval of Title.** Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("**Non-Permitted Encumbrances**"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "**Permitted Exceptions**"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

**5.2 Compliance.** In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

**6. Representations of the Seller.** The Seller hereby represents, to the extent allowed by law, to the



Buyer, that, to its actual knowledge, the following are true in all material respects:

6.1 **Parties in Possession.** At the time of Closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 **Mechanic's Lien.** (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 **Litigation.** There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

6.4 **Bills Paid.** At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 **Taxes.** While the Seller owned the Property, the Property was exempt from ad valorem taxes.

7. **Representations of the Buyer.** The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 **Authority.** The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by the Buyer herein.

7.2 **Non-Contravention.** The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 **Consents.** No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 **Bankruptcy.** The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or



joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 **Litigation.** There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

8. **Closing.** The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "**Closing**") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "**Approval Date**").

8.1 **Amount of Payment of Purchase Price.** The full amount of the Purchase Price shall be tendered to Seller at the Closing.

8.2 **Closing Costs.** The Buyer shall be solely responsible for the payment of all costs required to consummate the Closing, including without limitation:

- (a) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
- (b) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property;
- (c) Any and all escrow fees; and
- (d) Any and all real estate appraisal cost and surveys fees.

All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and the Seller as is customary in real estate transactions closing in El Paso, Texas.

8.3 **Conditions to the Seller's Obligation to Close.** The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and



proceed to Closing, or terminate this Agreement.

**8.4 Seller's Obligations.** At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

- (a) The deed to the Property, in the form attached hereto as **Exhibit C** (the "**Deed**"), (subject to the Permitted Exceptions and the Seller's Reservations and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);
- (b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;
- (c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;
- (d) The metes and bounds survey of the Seller's Reservations, if applicable; and
- (e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

**8.5 Buyer's Obligations.** At the Closing, the Buyer shall:

- (a) Pay the Purchase Price;
- (b) Deliver any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and
- (c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

**8.6 Possession.** Possession of the Property will be transferred to the Buyer at Closing.

## **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, PE, President/CEO

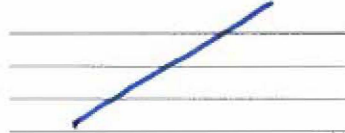


1154 Hawkins Drive  
El Paso, Texas 79925

**Copy to:** El Paso Water Utilities  
Utility Land and Water Rights Manager  
1154 Hawkins Blvd.  
El Paso, Texas 79925  
[LandManagement@epwater.org](mailto:LandManagement@epwater.org)

**BUYER:** Rescue Mission of El Paso, Inc.  
Blake W. Barrow, CEO  
209 N. Lee St.  
El Paso, Texas 79901  
[b.barrow@rmelp.org](mailto:b.barrow@rmelp.org)

**Copy to:**



10.2 **Entire Agreement/ Governing Law.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

10.3 **Time.** Time is of the essence of this Agreement and each and every provision hereof.

10.4 **Severability.** If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

10.5 **Survival of Provisions.** The terms contained in all of Section 1; Section 2; Section 3; Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11 and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 **Binding Effect.** This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 **"AS IS, WHERE IS".** THIS AGREEMENT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS



THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.9 **The Buyer's use of the Property.** The Buyer covenants to own and use the



Property for the following purpose: Buyer will provide temporary shelter, interim, transitional or permanent housing, food, and other related services to homeless persons and families (including, but not limited to, the operation of any related businesses regularly carried substantially related to furthering the charitable tax-exempt purpose of the Rescue Mission through its education, job training, and other charitable activities) in order to alleviate and eliminate the cause of homelessness for the benefit of the homeless residents and all citizens within the City of El Paso; and agrees to promptly execute and deliver to the Seller upon request of the same any documents, agreements, including, without limitation, restrictive covenants, or similar writings that may be necessary to memorialize or evidence the Buyer's compliance. In addition, the Buyer agrees to comply with all city, state, and federal laws and/or ordinances that may be applicable to the Property.

**10.10 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.

**10.11 Assignment.** The Buyer shall have the right to assign this Agreement or any of its rights hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

**10.12 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.

**10.13 Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

*[Signatures Begin on the Following Page]*



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

SELLER:

EL PASO WATER UTILITIES –  
PUBLIC SERVICE BOARD, a component  
unit  
of THE CITY OF EL PASO, a Texas municipal  
corporation

By: [Signature]  
John E. Balliew  
President/CEO

Executed on: 1/6/2025

APPROVED AS TO FORM:

[Signature]  
Michaela Ainsa  
Sr. Assistant General Counsel

APPROVED AS TO CONTENT:

[Signature]  
Alex Vidales  
Utility Land & Water Rights Manager

#### ACKNOWLEDGEMENT

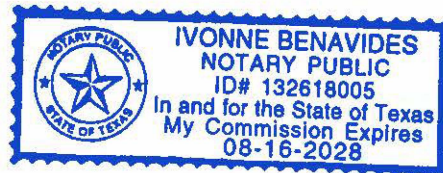
STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the 6<sup>th</sup> day of January, 2025 by John E. Balliew, President and CEO of the El Paso Water Utilities – Public Service Board.

[Signature]  
Notary Public, State of Texas

My Commission Expires:

8/16/2028



*[Signatures Continue on the Following Page]*



BUYER:

RESCUE MISSION OF EL PASO, INC..  
a Texas nonprofit organizationBy: Blake W. Barrow  
Blake W. Barrow  
CEOExecuted on: Dec 30, 2024

## ACKNOWLEDGEMENT

STATE OF ~~TEXAS~~ New Mexico §  
COUNTY OF ~~EL PASO~~ LINCOLN §This instrument was acknowledged before me on the 30th day of December 2024 by Blake W. Barrow, CEO of The Rescue Mission of El Paso, Inc.Debra J. Hernandez  
Notary Public, State of ~~Texas~~ New Mexico

My Commission Expires:

04-17-2025STATE OF NEW MEXICO  
NOTARY PUBLIC  
DEBRA J. HERNANDEZ  
Commission # 1093296  
My Comm. Exp. April 17, 2025

Sale of 210 N. Lee, ~2.112 Acres- EPWater-Rescue Mission of El Paso

12




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 \_\_\_\_\_, 20\_\_\_\_, which shall be the *Approval Date* for the purpose described herein.

THE CITY OF EL PASO, TEXAS,  
a Texas municipal corporation,

By: \_\_\_\_\_  
Dionne Mack  
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 6<sup>th</sup> day of January, 2025. 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:**  
Stewart Title Company

By: Angie A. Ybarra  
Name: Angie A. Ybarra  
Its: Escrow Assistant



## EXHIBIT A

Prepared For: El Paso Water  
Date: 4-11-22  
Cotton Addition  
El Paso County, Texas  
W.O. # 032222-9

### METES AND BOUNDS DESCRIPTION

Description of 2.112-acre parcel of land being all of Lots 1-16 and 21-32, and the vacated alley within Block 72, Cotton Addition, El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows to wit:

Commencing at a city monument at the intersection of the monument lines of Bassett Street (70-foot right-of-way) and Dallas Street (70-foot right-of-way), said monument lines lying 10 feet north and 10' east of the respected centerlines of Bassett Street and Dallas Street; Thence, South 33°48'01" East, along the monument line of Dallas Street, a distance of 330.00 feet to a city monument lying at the intersection of monument lines lying 10' north and 10' east at the intersection of Dallas Street and Magoffin Street (70-foot right-of-way); Thence, continuing along said monument line, South 33°48'01" East, a distance of 165.00 feet to a point; Thence, South 56°11'59" West, a distance of 45.00 feet to a MAG nail set on the southeast corner of Lot 17, Block 72, Cotton Addition, and the westerly right-of-way line of Dallas Street, said MAG nail being the Point of Beginning of this description;

Thence, South 33°48'01" East, along said right-of-way, a distance of 140.00' feet to a point on the northerly right-of-way Olive Street (70-foot right-of-way);

Thence, South 56°11'59" West, along said right-of-way, a distance of 400.00' feet to a point on the westerly right-of-way of Lee Street (70-foot right-of-way);

Thence, North 33°48'01" West, along said right-of-way, a distance of 260.00' feet to a MAG nail set on the southerly right-of-way of Magoffin Avenue, (70-foot right-of-way);

Thence, North 56°11'59" East, along said right-of-way, a distance of 300.00' feet to a MAG nail set on the common boundary line of Lots 20 & 21 Block 72, Cotton Addition.

Thence, South 33°48'01" East, along said boundary line, a distance of 120.00 feet to a point nail set on the northerly line of a vacated alley dated August 15, 1968, in Ordinance 4002;

Thence North 56°11'59" East, a distance of 100.00' feet, to the Point of Beginning and containing in all 92,000 square feet or 2.112 acres of land more or less.

04/13/2022   
CHARLES H. GUTIERREZ R.P.L.S. 5572  
H2O-Terra





**EXHIBIT B**  
**Seller's Reservations**

Reservations: Seller will reserve ground & surface water rights



**EXHIBIT C**  
**The 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: \_\_\_\_\_, 2024

**Grantor:** EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of THE CITY OF EL PASO, TEXAS, a Texas municipal corporation  
1154 Hawkins Blvd.  
El Paso, Texas 79925

**Grantee:** RESCUE MISSION OF EL PASO, INC., A Texas nonprofit organization  
209 N. Lee St.  
El Paso, Texas 79901

**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 2.112 acres, being legally described by metes and bounds on Exhibit A, attached hereto and incorporated herein for all purposes.

**Severance of Groundwater Estate and Reservations from Conveyance:**

*Save and except:*

The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property. Notwithstanding the foregoing, the Grantor shall not have the right to drill for any of the groundwater from the surface estate hereby conveyed.

**Exceptions to Conveyance and Warranty:**

1. Utility easements and prescriptive rights visible and apparent on the ground.
2. Easement to El Paso Electric Company, recorded in Volume 223, Page 1204, Real Property Records of El Paso County, Texas.
3. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.



4. Subject to any additional tax or taxes imposed, or which may be imposed, or the rollback of any taxes by any taxing authority due to the sale, change of use, or change of current or previous owner's status from totally exempt to taxable of the above described property pursuant to the Revised Civil Statutes of Texas 1925, as amended and the Constitution of the State of Texas, as amended.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

*(Signature page and exhibits follow.)*



**EXECUTED** to be effective as of the date first stated above.

**GRANTOR:**

**THE CITY OF EL PASO,  
a Texas municipal corporation**

By: \_\_\_\_\_  
Name: Dionne Mack  
Title: City Manager

THE STATE OF TEXAS       §  
  §  
COUNTY OF EL PASO       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by  
Dionne Mack, City Manager of the City of El Paso.

\_\_\_\_\_  
**NOTARY PUBLIC, State of Texas**



## EXHIBIT A

Prepared For: El Paso Water  
Date: 4-11-22  
Cotton Addition  
El Paso County, Texas  
W.O. # 032222-9

### METES AND BOUNDS DESCRIPTION

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Thence, South 33°48'01" East, along said boundary line, a distance of 120.00 feet to a point nail set on the northerly line of a vacated alley dated August 15, 1968, in Ordinance 4002;

Thence North 56°11'59" East, a distance of 100.00' feet, to the Point of Beginning and containing in all 92,000 square feet or 2.112 acres of land more or less.

04/13/2022   
CHARLES H. GUTIERREZ R.P.L.S. 5572  
H2O-Terra







## COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.**

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Authorized Countersignature

Stewart Title Company  
415 North Mesa Street  
El Paso, TX 79901

  
\_\_\_\_\_  
Frederick H. Eppinger  
President and CEO  
\_\_\_\_\_  
David Hisey  
Secretary



## CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing,. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.



**STEWART TITLE GUARANTY COMPANY**

**IMPORTANT INFORMATION**

FOR INFORMATION, OR  
TO MAKE A COMPLAINT  
CALL OUR TOLL-FREE TELE-  
PHONE NUMBER

1-800-729-1902

ALSO  
YOU MAY CONTACT  
THE TEXAS DEPARTMENT  
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO  
THE TEXAS DEPARTMENT OF  
INSURANCE  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 490-1007

**AVISO IMPORTANTE**

PARA INFORMACION, O  
PARA SOMETER UNA QUEJA  
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN  
PUEDE COMUNICARSE CON  
EL DEPARTAMENTO DE SEGUROS  
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL  
DEPARTAMENTO DE SEGUROS DE  
TEXAS  
P.O. BOX 149104  
AUSTIN, TEXAS 78714-9104  
FAX NO. (512) 490-1007



## TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad.

El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.



# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 1564282	Effective Date: January 23, 2022 at 9:00AM
CLOSER: Ron Rush	Issued: February 7, 2022 5:51PM

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
PROPOSED INSURED: El Paso Water Utilites
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount: \$  
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
Policy Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
Binder Amount: \$  
PROPOSED INSURED:  
Proposed Borrower:
- f. OTHER:  
Policy Amount: \$  
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

THE CITY OF EL PASO, TEXAS

4. Legal description of land:

See Exhibit "A" Attached Hereto



**COMMITMENT FOR TITLE INSURANCE  
EXHIBIT "A"  
LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 1564282

Lots 1 through 16 and Lots 21 through 32, Block 72, COTTON ADDITION, an Addition to the City of El Paso, El Paso County, Texas.



# COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

- ~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.  
(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2022 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2022 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)



## COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a) Rights of parties in possession. (Owner Title Policy only)
- b) Utility easements and prescriptive rights visible and apparent on the ground.
- c) Easement to El Paso Electric Company, recorded in [Volume 223, Page 1204](#), Real Property Records of El Paso County, Texas.
- d) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- e) Subject to any additional tax or taxes imposed, or which may be imposed, or the roll back of any taxes by any taxing authority due to the sale, change of use, or change of current or previous owner's status from totally exempt to taxable of the above described property pursuant to the Revised Civil Statutes of Texas 1925, as amended and the Constitution of the State of Texas, as amended.



## COMMITMENT FOR TITLE INSURANCE SCHEDULE C

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - all standby fees, taxes, assessments and charges against the property have been paid,
  - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
  - there is legal right of access to and from the land,
  - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.
6. NOTE: We find no evidence that the alley in Block 72 was closed by any City Ordinance even though the tax rolls indicate that the alley is closed.
7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in [Volume 2553, Page 1958](#), Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.



## COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 1564282

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2018:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President-Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President – Associate General Counsel and Senior Underwriting Counsel; James L. Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel-Southwestern, Senior Underwriting Counsel.

As to Stewart Title Company (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:

Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:

Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Matthew W. Morris, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Matthew W. Morris, Chairman, Chief Executive Officer and President, David C. Hisey, Chief Financial Officer, Assistant Secretary-Treasurer, John L. Killea, General Counsel, Denise Carraux, Secretary & Assistant Treasurer, and Ken Anderson, Jr., Treasurer and Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	\$0.00
Loan Policy	
Endorsement Charges	\$0.00
Other	
Total	\$0.00

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:



Amount			To Whom	For Service
\$	(or	%)		
\$	(or	%)		
\$	(or	%)		

"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."



# STEWART TITLE GUARANTY COMPANY

## DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

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SIGNATURE

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DATE



# Stewart Title Guaranty Company Privacy Notice

## Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056



## Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

### Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES



Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

#### Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers  
Category B: California Customer Records personal information categories  
Category C: Protected classification characteristics under California or federal law  
Category D: Commercial Information  
Category E: Biometric Information  
Category F: Internet or other similar network activity  
Category G: Geolocation data  
Category H: Sensory data  
Category I: Professional or employment-related information  
Category J: Non-public education information  
Category K: Inferences

#### Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.



## Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

## Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

## Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

## Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.



A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

#### Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

#### Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

#### Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



**MINUTES  
PUBLIC SERVICE BOARD  
CITY OF EL PASO  
August 14, 2024**

The regular meeting of the Public Service Board was held in person, Wednesday, August 14, 2024

**PSB MEMBERS PRESENT**

Bryan Morris, Chair  
Charlie Intebi, Vice-Chair  
Stefanie Block Uribarri, Secretary-Treasurer  
Dr. Anna Gitter, Member  
Lisa Saenz, Member  
Mayor Oscar Leeser

**PSB MEMBERS ABSENT**

Dr. Hector Ocaranza

**PSB EMPLOYEES PRESENT**

John E. Balliew, P.E., President and Chief Executive Officer  
Daniel Ortiz, Deputy General Counsel

**EPWATER EMPLOYEES PRESENT**

Ana Sanchez, Vice President  
Art Duran, Chief Financial Officer  
Claudia Duran, Chief of Staff  
Edith Lara, Executive Assistant to the President/CEO  
Luz Holguin, Assistant Chief Financial Officer  
Alberto Gomez, Support Services I  
Sol Cortez, Deputy General Counsel  
Ruben Rodriguez, Chief Water Quality Compliance Officer  
Eric Lugo, Computer Programmer  
Lisa Rosendorf, Chief Communications & Government Affairs Officer  
Rose Guevara, Purchasing and Contracts Manager  
Geoffrey Espineli, Engineer Division Manager  
Melinda Becker, Assistant General Counsel  
Adriana Castillo, Engineer Division Manager  
Elmer Beeler, Chief Support & Logistics Officer  
Richard Wilcox, Water Supply Manager  
Gustavo Hurtado, Fiscal Operations Manager

**GUESTS**

Juan Lopez, PCL Construction  
Shane Piersall, PCL Construction

**MEDIA**

None

The Public Service Board meeting was called to order by Bryan Morris at 8:02 a.m. A quorum of its members was present. After a moment of silence, those in attendance joined Mrs. Sol Cortez in reciting the Pledge of Allegiance.

**REGULAR AGENDA**

1. **ADMINISTER OATH TO NEW BOARD MEMBER.**

On a motion made by Ms. Saenz, seconded by Mayor Leeser, the Board approved the request to postpone this item by one month.



2. **APPOINTMENT OF BOARD MEMBERS TO THE FOLLOWING COMMITTEES:**  
**(1) ARCHITECT/ENGINEER SELECTION ADVISORY COMMITTEE: BRYAN MORRIS, CHARLIE INTEBI**  
**(2) COMMUNICATIONS COMMITTEE: STEFANIE BLOCK URIBARRI, ANNA GITTER, NEW BOARD MEMBER**  
**(3) AUDIT, FINANCE, AND INVESTMENT COMMITTEE: STEFANIE BLOCK URIBARRI, LISA SAENZ, ANNA GITTER**  
**(4) DEVELOPMENT COMMITTEE: BRYAN MORRIS, CHARLIE INTEBI, NEW BOARD MEMBER**

On a motion made by Bryan Morris, seconded by Mayor Leeser, with the change to add Ms. Lisa Saenz to the Development Committee in place of Dr. Hector Ocaranza, and unanimously carried, the Board approved the appointment of board members to the following committees:

- (1) Architect/Engineer Selection Advisory Committee: Bryan Morris, Charlie Intebi  
(2) Communications Committee: Stefanie Block Uribarri, Anna Gitter, Hector Ocaranza  
(3) Audit, Finance, and Investment Committee: Stefanie Block Uribarri, Lisa Saenz, Anna Gitter  
(4) Development Committee: Bryan Morris, Charlie Intebi, Lisa Saenz

3. **ELECTION OF THE PUBLIC SERVICE BOARD CHAIR, VICE-CHAIR AND SECRETARY-TREASURER OFFICERS.**

On a motion made by Mayor Leeser, seconded by Lisa Saenz, and unanimously carried, the Board elected Mr. Morris as Public Service Board Chair.

On a motion made by Bryan Morris, seconded by Lisa Saenz, and unanimously carried, the Board elected Mr. Intebi as Public Service Board Vice-Chair.

On a motion made by Mayor Leeser, seconded by Lisa Saenz, and unanimously carried, the Board elected Ms. Block Uribarri as Secretary-Treasurer.

### **CONSENT AGENDA**

On a motion made by Mrs. Saenz and seconded by Mayor Leeser, item 12 was pulled from the Consent Agenda and placed into the Regular Agenda.

On a single motion made by Mayor Leeser, seconded by Mr. Intebi, and unanimously carried, the Board took action on the following consent agenda items:

4. **CONSIDERED AND APPROVED THE MINUTES OF THE REGULARLY SCHEDULED MEETING HELD ON JULY 10, 2024.**
5. **CONSIDERED AND APPROVED A LEASE CONTRACT FOR 100 GOLF CARTS FOR PAINTED DUNES GOLF COURSE FROM E-Z-GO DIVISION OF TEXTRON INC., FINANCED THROUGH PNC EQUIPMENT FINANCE, THROUGH OMNIA PARTNERS PURCHASING COOPERATIVE CONTRACT NO. R210201 IN THE ESTIMATED ANNUAL AMOUNT OF \$143,700 FOR A TERM OF UP TO FIVE YEARS.**
6. **CONSIDERED AND APPROVED A SOLE SOURCE AGREEMENT WITH CLINISYS, INC. FOR THE SOFTWARE LICENSE, SUPPORT, MAINTENANCE AND MANAGED SERVICES RELATED TO THE CLINISYS LABORATORY INFORMATION MANAGEMENT SYSTEM, PURSUANT TO SECTION 252.022(A)(7)(A) OF THE TEXAS LOCAL GOVERNMENT CODE, FOR A TERM OF ONE YEAR WITH THE OPTION FOR TWO ONE-YEAR EXTENSIONS, CONTINGENT UPON THE VENDOR**



PROVIDING ANNUAL DOCUMENTATION ATTESTING TO THEIR SOLE SOURCE STATUS, FOR A COST OF \$96,707 FOR THE FIRST YEAR, \$101,542 FOR OPTION-YEAR ONE, AND \$106,618 FOR OPTION-YEAR TWO; AND AUTHORIZED AN ADDITIONAL ANNUAL AMOUNT OF \$25,000 FOR THE PURCHASE OF ADDITIONAL CLINISYS SOFTWARE LICENSES AND SERVICES ON AN AS-NEEDED BASIS.

7. CONSIDERED AND APPROVED A SOLE SOURCE CONTRACT WITH ROMCO EQUIPMENT CO., LLC PURSUANT TO SECTION 252.022(A)(7)(A) AND (D) OF THE TEXAS LOCAL GOVERNMENT CODE, FOR GENUINE VOLVO, DOOSAN, AND BOBCAT PARTS AND SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$500,000 FOR A TERM OF FIVE YEARS, FOR A TOTAL ESTIMATED CUMULATIVE AMOUNT OF \$2,500,000 CONTINGENT UPON THE VENDOR PROVIDING ANNUAL DOCUMENTATION ATTESTING TO THEIR SOLE SOURCE STATUS.
8. CONSIDERED AND APPROVED AMENDMENT NUMBER 1 TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT AWARDED TO MICHAEL BAKER INTERNATIONAL, INC., FOR THE FORT BLISS RESILIENCY STUDY FOR WATER, WASTEWATER AND STORMWATER INFRASTRUCTURE – RFS 114-22 PROJECT TO INCREASE THE CONTRACT AMOUNT BY AN ADDITIONAL \$250,000.
9. CONSIDERED AND APPROVED A CHANGE ORDER FOR BID NO. 32-22 SECURITY GUARD SERVICES WITH UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$388,000 FOR OPTION YEAR ONE, FOR A TOTAL CUMULATIVE AMOUNT OF \$1,942,781.02 AND AUTHORIZED THE PRESIDENT/CEO OR DESIGNEE TO APPROVE A CHANGE ORDER FOR OPTION YEAR TWO OF THE CONTRACT IN THE AMOUNT OF \$388,000 FOR A TOTAL CUMULATIVE AMOUNT OF \$1,942,781.02, IF THE SECOND OPTION YEAR IS EXERCISED.
10. CONSIDERED AND APPROVED A CHANGE ORDER FOR BID NO. 80-22 LIQUID FERRIC CHLORIDE WITH KEMIRA WATER SOLUTIONS INC., FOR THE PURCHASE OF LIQUID FERRIC CHLORIDE IN THE AMOUNT OF \$366,000 FOR THE CURRENT OPTION YEAR FOR A TOTAL CUMULATIVE AMOUNT OF \$1,831,230, AND AUTHORIZED THE PRESIDENT/CEO OR DESIGNEE TO APPROVE A CHANGE ORDER FOR OPTION YEAR TWO OF THE CONTRACT IN THE AMOUNT OF \$366,000 FOR A TOTAL CUMULATIVE AMOUNT OF \$1,831,230, IF THE SECOND OPTION YEAR IS EXERCISED.
11. CONSIDERED AND APPROVED CHANGE ORDER NUMBER 2 (FINAL) FOR BID NO. 06-23, PECOS PLANNED WATER AND SEWER LINE REPLACEMENT TO TAO INDUSTRIES, INC. DBA HAWK CONSTRUCTION IN THE AMOUNT OF \$112,688.30.

#### REGULAR AGENDA

12. CONSIDERED AND APPROVED CHANGE ORDER NUMBER 3 FOR BID NO. 30-22, NORTHEAST AQUIFER STORAGE AND RECOVERY (ASR) ENHANCED ARROYO PHASE I WITH ZTEX CONSTRUCTION, INC. IN THE AMOUNT OF \$207,600 AND INCREASE TO CONTRACT TIME BY 6 DAYS.

Ivan Hernandez, Engineer Division Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) In June 2022, the Public Service Board awarded the construction bid to ZTEX Construction, Inc. for the Northeast Aquifer Storage and Recovery (ASR) Enhanced Arroyo Phase I. The project was put on administrative hold while clearance was obtained after the environmental impact assessment was completed. This assessment was required by the U.S. Bureau of Reclamation through the grant awarded for this project. Work resumed on March 2023 and is now nearing completion. In January of 2022 EPWater submitted a request to El Paso Electric (EPE) to provide electrical service



to the new ASR project. During design of the project, it was discovered that an existing overhead electrical transmission main was in conflict with the proposed arroyo alignment and had to be relocated. At the same time EPWater and EPE began discussions and negotiations on the need to relocate the conflicting overhead electrical transmission main. An agreement with EPE was reached in May 2022 and a non-refundable payment considered as a Contribution in Aid of Construction requested by EPE to cover the costs associated with the necessary relocation was submitted by EPWater in June of 2022. The anticipated start date for the relocation by EPE was scheduled for December 2022, however due to holidays and EPE backlog the work was postponed. EPWater frequently followed up with EPE. Ultimately, the relocation of the utility power poles and overhead transmission lines were completed by EPE in July 2023. This delay impacted the contractor's rate of performance as there was a need to modify the excavation approach related to the location of the existing utility power poles. This change order is to cover costs associated with the additional labor and equipment necessary due to this delay. The contractor's first price increase request submitted was \$597,600, however through good faith negotiations contractor and EPWater have agreed to a negotiated amount of \$207,600 or 3.3% of the contract price and adds six days to the contract time. Change orders 1 and 2 have been approved administratively which results in a cumulative contract price increase of just over 5%.

On a motion made by Ms. Saenz, seconded by Mayor Leeser, and unanimously carried, the Board approved Change Order Number 3 for Bid No. 30-22, Northeast Aquifer Storage and Recovery (ASR) Enhanced Arroyo Phase I with ZTEX Construction, Inc. in the amount of \$207,600 and increase to contract time by 6 days.

13. **CEO MONTHLY UPDATE REGARDING UTILITY MANAGEMENT AND/OR OPERATIONS:**

- **TEXAS MONTHLY – AUGUST ISSUE**
- **METERS PROJECT CORRECTING WATER LOSS INACCURACIES**
- **DISTINGUISHING THE FOUNTAINS CONSTRUCTION FROM EPWATER'S HEADQUARTERS PROJECT**
- **GRANT - SOLAR PROJECT AT THE FRED HERVEY RECLAMATION PLANT**
- **GRANT IN FINAL REVIEW – MCCOMBS WELL COLLECTOR PIPELINE – SERVING MCGREGOR RANGE**

14. **MANAGEMENT REPORT:**

- **CONSTRUCTION UPDATE**
- **NEW ADMINISTRATION BUILDING UPDATE**
- **VIDEO FROM COMMUNICATIONS**

15. **PUBLIC COMMENT: THE PSB WILL PERMIT PUBLIC COMMENT ON SUBJECTS NOT ON THE AGENDA BUT MAY NOT DELIBERATE ON THESE ITEMS IF NOT POSTED FOR DISCUSSION. THE CHAIR MAY IMPOSE REASONABLE TIME LIMITS FOR EACH SPEAKER.**

No one signed up for public comment on subjects not on the agenda.

16. **CONSIDERED AND APPROVED A CONSTRUCTION MANAGER AT-RISK CONSTRUCTION CONTRACT WITH PCL/SUNDT, A JOINT VENTURE, FOR THE ROBERTO R. BUSTAMANTE WASTEWATER TREATMENT PLANT EXPANSION AND IMPROVEMENTS PROJECT AND ACCEPTED THE GUARANTEED MAXIMUM PRICE NUMBER 1 (GMP 1) IN THE AMOUNT OF \$13,983,463.**

Juan Lopez and Shayne Piersall, PCL Construction, signed up to speak.

Geoffrey Espineli, Utility Engineer Division Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) Bustamante Plant was designed for a treatment flow capacity of 39 MGD in 1991. A study conducted in 2019 revealed that the organic treatment capacity of the plant has been reduced to 30MGD, due to increased strength of the wastewater. Further, the Texas Commission on Environmental Quality requires planning an expansion of the wastewater



treatment plant once 75% of the plant's flow capacity is exceeded for three consecutive months. In addition to the lower treatment capacity, the Bustamante Plant is also at 75% of the permitted flow capacity due to growth in east El Paso, requiring EPWater to expand the plant to an increased capacity of 51 MGD. In July 2022, the Public Service Board approved the CMAR preconstruction agreement with PCL/Sundt, a joint venture. There are 2 phases for this project. Phase 1 is the construction of the new 12MGD treatment train and the project estimate is \$585 million. Phase 2 is the rehabilitation of the existing 39MGD plant to restore 9MGD of treatment capacity to the plant and currently estimated at \$200 million. At the completion of the project the Bustamante WWTP will have gained 21MGD of treatment capacity. PCL/Sundt proposed to deliver the Phase 1 CMAR project in 4 GMPs. GMP 1 will be for early work package that includes mobilization, foundation work and early procurement of equipment. Phase 2 of the project is currently planned to be delivered in 2 GMPs.

On a motion made by Ms. Saenz, seconded by Mr. Intebi, and unanimously carried, the Board approved a Construction Manager At-Risk construction contract with PCL/Sundt, a joint venture, for the Roberto R. Bustamante Wastewater Treatment Plant Expansion and Improvements project and accept the Guaranteed Maximum Price Number 1 (GMP 1) in the amount of 13,983,463.

17. **CONSIDERED AND AWARDED BID NO. 37-24, PLANNED WATER LINE REPLACEMENT PROGRAM PH. XII-B, TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER, TAO INDUSTRIES INC. DBA HAWK CONSTRUCTION IN THE AMOUNT OF \$7,110,554.30.**

Ivan Hernandez, Engineer Division Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) The Planned Water Line Replacement Program is a multiple-phased program of replacing deteriorated water distribution cast-iron, galvanized, and other aging pipelines throughout the city since 1998. Phase XII-B of the program is located throughout central El Paso and the scope of work consists of replacing approximately 3.3 miles of existing pipeline. The scope of work will also include the replacement of approximately 300 water service connections along nine different streets & alleys, pavement restoration, and all other ancillary work necessary to complete the project.

On a motion made by Mr. Intebi, seconded by Ms. Saenz, and unanimously carried, the Board awarded Bid No. 37-24, Planned Water Line Replacement Program Ph. XII – B, to the lowest responsive, responsible bidder, Tao Industries Inc. dba Hawk Construction., in the amount of \$7,110,554.30.

18. **CONSIDERED AND AWARDED BID NO. 58-24, LIQUEFIED CHLORINE GAS TO PVS DX, INC., THE SOLE RESPONSIVE, RESPONSIBLE BIDDER, IN THE ESTIMATED ANNUAL AMOUNT OF \$4,329,875 FOR A TERM OF ONE YEAR WITH THE OPTION FOR FOUR ONE-YEAR EXTENSIONS AND AUTHORIZED THE PRESIDENT/CEO OR DESIGNEE TO APPROVE AN ANNUAL PRICE ESCALATION OF UP TO 2% OF THE ORIGINAL UNIT PRICES FOR EACH OF THE OPTION YEARS.**

Richard Wilcox, Water Supply Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) Liquefied chlorine gas is used to disinfect treated water. This chemical is used by the treatment plants as well as at numerous well sites. The previous bid was awarded in May 2022 in the estimated annual amount of \$1,977,900. Through the term of the previous bid, the unit price increased by 23%. Due to this increase staff decided to rebid this contract. This bid includes increased quantities and an allowance line item for unforeseen demand of this chemical. The new bid price is 3% higher than the current contract price.

On a motion made by Mayor Leeser, seconded by Ms. Gitter, and unanimously carried, the Board awarded Bid No. 58-24, Liquefied Chlorine Gas to PVS DX, Inc., the sole responsive, responsible bidder, in the estimated annual amount of \$4,329,875 for a term of one-year with the option for four one-year extensions and authorize the President/CEO or designee to approve an annual price escalation of up to 2% of the original unit prices for each of the option years.

19. **CONSIDERED AND RATIFIED AN EMERGENCY CONTRACT WITH MATHESON TRI-GAS, INC. FOR THE PURCHASE OF LIQUID OXYGEN IN THE AMOUNT OF \$380,877.31 PURSUANT TO SECTION 252.022(A)(2) OF THE TEXAS LOCAL GOVERNMENT CODE, AN EXEMPTION TO THE COMPETITIVE BIDDING STATUTE FOR PROCUREMENTS NECESSARY TO PRESERVE OR**



## **PROTECT THE PUBLIC HEALTH AND SAFETY OF EPWATER CUSTOMERS.**

Richard Wilcox, Water Supply Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) Liquid oxygen is used to produce ozone to disinfect the treated water which is needed to protect the public health and safety of EPWater customers and for odor control. In April 2022, the Public Service Board (PSB) awarded Bid No. 34-22 for Liquid Oxygen to Matheson Tri-Gas, Inc. In the first option year ending in May 2024, there was an increase in the quantities of liquid oxygen used in operations and an increase in the per unit price which resulted in a need for a separate emergency contract to continue the purchase of liquid oxygen. The increase in quantities was due to the extended irrigation season in 2024 and the unit price increase is due to market conditions. Staff is in the process of rebidding this contract.

On a motion made by Mayor Leaser, seconded by Ms. Block Uribarri, and unanimously carried, the Board ratified an emergency contract with Matheson Tri-Gas, Inc. for the purchase of liquid oxygen in the amount of \$380,877.31 pursuant to Section 252.022(a)(2) of the Texas Local Government Code, an exemption to the competitive bidding statute for procurements necessary to preserve or protect the public health and safety of EPWater customers.

20. **CONSIDERED AND ACCEPTED THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDING FEBRUARY 29, 2024.**

Gustavo Hurtado, Fiscal Operations Manager, provided a presentation to the Board regarding this item (copy on file in Central Files.) City of El Paso Bond Ordinance 752, as amended, requires that an annual audit of El Paso Water Utilities be performed by independent certified public accountants. The ACFR includes the Water and Wastewater Utility and the Municipal Drainage Utility.

On a motion made by Ms. Saenz, seconded by Ms. Block Uribarri, and unanimously carried, the Board accepted the El Paso Water Utilities Public Service Board Annual Comprehensive Financial Report for the Fiscal Year ending February 29, 2024.

## **EXECUTIVE SESSION**

On a motion made by Mr. Morris, seconded by Ms. Saenz and unanimously carried, the Board retired into Executive Session 9:32 a.m., August 14, 2024, pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Section 551.071 through 551.089 to discuss the following:

**Section 551.071 Consultation with Attorney**  
**Section 551.072 Deliberation Regarding Real Property**  
**Section 551.073 Deliberation Regarding Prospective Gift**  
**Section 551.074 Personnel Matters**  
**Section 551.076 Deliberations Regarding Security Devices or Security Audits**  
**Section 551.087 Deliberation Regarding Economic Development Negotiations**  
**Section 551.089 Deliberation Regarding Security Devices or Security Audits**

**Discussion and action on the following:**

- a) **THE BOARD WILL DELIBERATE ON THE VALUE OF THE REAL PROPERTIES LEGALLY DESCRIBED AS ALL OF LOTS 1-8, BLOCK 73, COTTON ADDITION, AND ALL OF LOTS 1-16 AND 22-32, AND THE VACATED ALLEY WITHIN BLOCK 72, COTTON ADDITION, EL PASO, EL PASO COUNTY, TEXAS, AND CONSISTING OF APPROXIMATELY 2.6 ACRES; AND WHETHER THE SAME CAN BE SOLD TO RESCUE MISSION OF EL PASO, INC., A TEXAS NONPROFIT ORGANIZATION. (551.071) (551.072)**

On a motion made by Ms. Block Uribarri and seconded by Mayor Leaser, and unanimously carried, the Board moved that the President and CEO be authorized to forward a recommendation to City Council to sell the property identified as 210 N. Lee St. to the Rescue Mission of El Paso Inc. in the amount of \$1,475,000 and to




sign any and all documents necessary, and that any portions of the property reserved or excepted from the sale shall remain a part of the El Paso Water System.

On a motion made by Ms. Saenz, seconded by Mayor Leeser and unanimously carried, the Board reconvened in open session at 09:52 a.m., August 14, 2024.

**Adjournment.**

On a motion made by Ms. Saenz, seconded by Mr. Leeser and unanimously carried, the meeting adjourned at 9:52 a.m., August 14, 2024.

ATTEST:

  
\_\_\_\_\_  
Bryan Morris, Chair  
\_\_\_\_\_  
Stefani Block Uribarri, Secretary-Treasurer

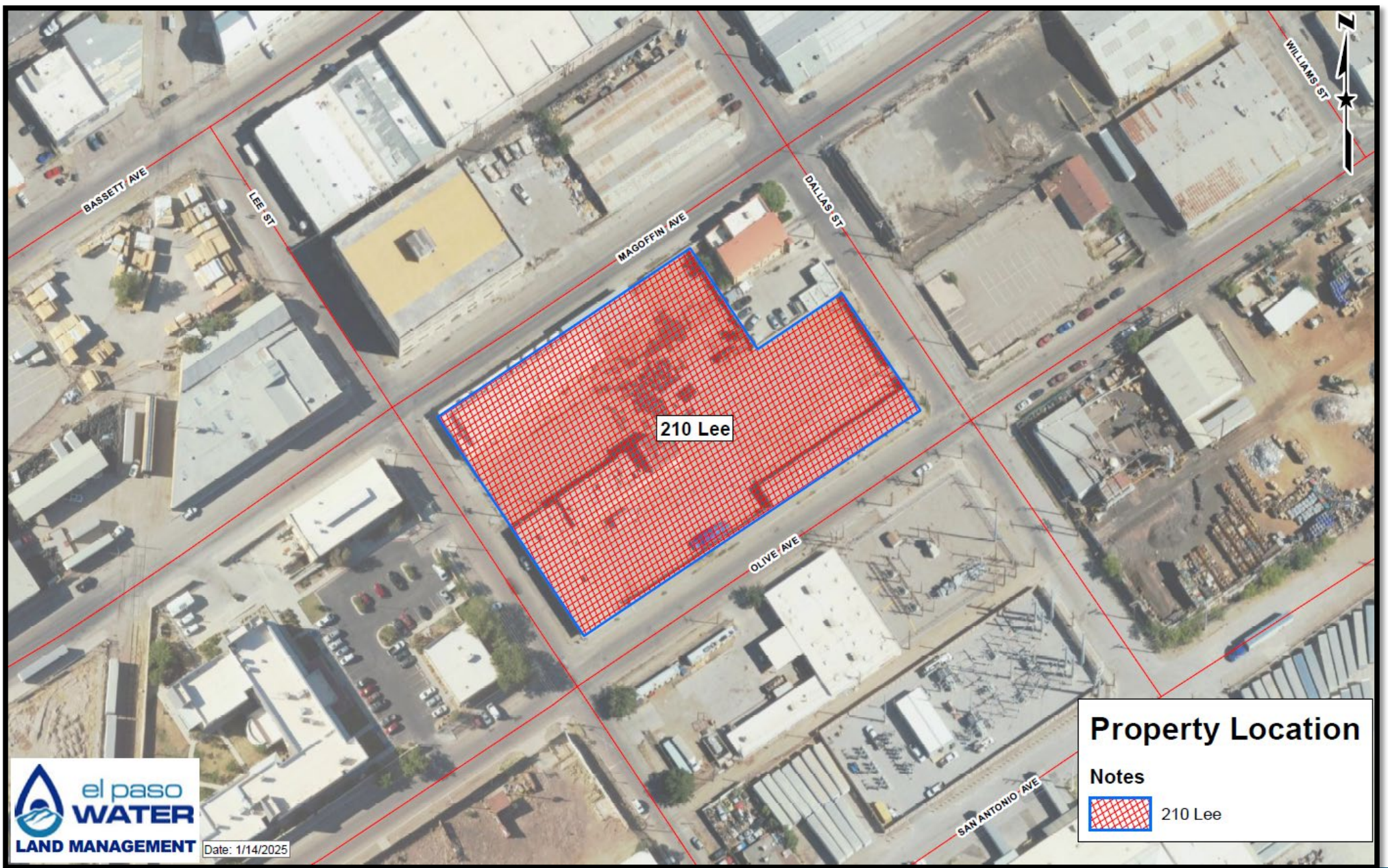




An Ordinance authorizing the City Manager to sign a deed and any other documents necessary to convey approximately 2.112 acres of land legally described as Lots 1-16 and 21-32, and vacated alley, Block 72, Cotton Addition, El Paso, El Paso County, Texas

February/March 2025

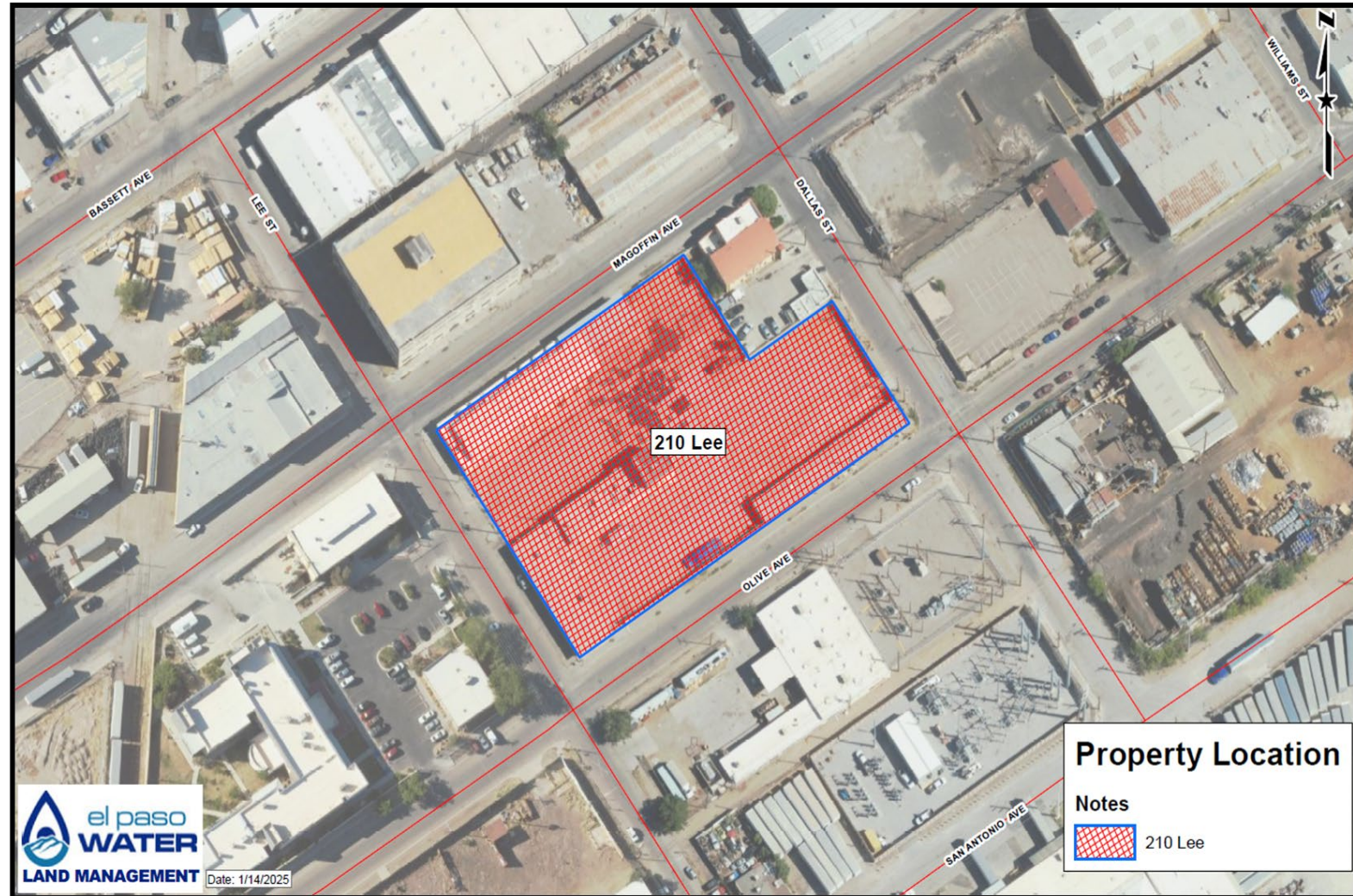






# Sale of Real Property – 210 Lee

- El Paso Rescue Mission
- \$1,475,000







Legislation Text

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File #: 25-210, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**Extraterritorial Jurisdiction**

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

**AGENDA LANGUAGE:**

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

An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 20,948 acres of land, legally described as property consisting of all or partial sections of Township 7 and 8, Block 65, and all or partial sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, also known as The Wildhorse Ranch, Culberson County, Texas.



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** \_\_\_\_\_

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



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 20,948 ACRES OF LAND, LEGALLY DESCRIBED AS PROPERTY CONSISTING OF ALL OR PARTIAL SECTIONS OF TOWNSHIP 7 AND 8, BLOCK 65, AND ALL OR PARTIAL SECTIONS OF PSL, BLOCK 77, AND PSL PART I AND PSL PART II, BLOCK 63, ALSO KNOWN AS THE WILDHORSE RANCH, CULBERSON COUNTY, TEXAS.**

**WHEREAS**, the El Paso Water Utilities Public Service Board ("**EPWater**"), a component unit of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water, wastewater and drainage utility systems (collectively the "**System**"); and,

**WHEREAS**, at its regular meetings on February 12, 2020 and March 13, 2024, the Public Service Board determined approximately 20,948 acres of land legally described as property consisting of all or partial sections of Township 7 and 8, Block 65, and all or partial sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, Culberson County, Texas (the "**Property**"), to be inexpedient to the water, wastewater and drainage utility systems and that the Property should be sold in accordance with state law; and,

**WHEREAS**, on November 13, 2024, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended; and,

**WHEREAS**, on November 13, 2024, the Public Service Board approved and authorized the sale of the Property to the Oliver Olin Wooten Trusts for the sales price of \$6,600,000.00 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,

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 20,948 acres of land legally described as property consisting of all or partial sections of Township 7 and 8, Block 65, and all or partial sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, Culberson County, Texas.

**(Signatures begin on following page)**



**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.


**CITY OF EL PASO**

\_\_\_\_\_  
**Renard U. Johnson**  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**Roberta Brito**  
Assistant City Attorney

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**Michaela Ainsa**  
Senior Assistant General Counsel

**ORDINANCE NUMBER** \_\_\_\_\_



## **SPECIAL WARRANTY DEED**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**Effective Date:** \_\_\_\_\_, 2025

**Grantor:** EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, a component unit of THE CITY OF EL PASO, TEXAS, a Texas municipal corporation  
1154 Hawkins Blvd.  
El Paso, Texas 79925

**Grantee:** Oliver Olin Wooten  
Administrative Trustee  
Oliver Olin Wooten Trusts  
P.O. Box 820  
Hazlehurst, GA 31539  
[ow@owacc.com](mailto:ow@owacc.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 20,948 acres, more or less, of property consisting of all or partial Sections of Township 7 and 8, Block 65, and all or partial Sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, Culberson County, Texas as more particularly described on Exhibit A attached hereto.

**Severance of Surface Water and Groundwater Estate and Reservations from Conveyance:**

*Save and except:*

Any rights to the use of surface water or Groundwater (including to any government or other permits) appurtenant or in any way related to the Property are reserved by and for the Seller. The surface water and Groundwater estate related to the Property are hereby severed from the Property and reserved by and for Grantor for all purposes. The groundwater estate shall include, without limitation, the groundwater related to the Property. The term "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property.

**Exceptions to Conveyance and Warranty:**

- (a) This conveyance is made and accepted subject to those items identified on Exhibit "B" attached hereto but only to the extent the same are valid, in existence, and affect the Real Property and/or Groundwater.



**GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.**

Grantor, subject to the Severance of the Surface Water and Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Surface Water and Groundwater Estate and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

*(Signature page and exhibits follow.)*



**EXECUTED** to be effective as of the date first stated above.

**GRANTOR:**

**THE CITY OF EL PASO,  
a Texas municipal corporation**

By:

\_\_\_\_\_  
Name: Dionne Mack

Title: City Manager

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

This instrument was acknowledged before me on the\_\_day of\_\_\_\_\_, 2025,  
by Dionne Mack, City Manager of the City of El Paso.

\_\_\_\_\_  
**NOTARY PUBLIC**, State of Texas



**EXHIBIT A**  
**Legal Description of Property**

**SURVEY 1**  
**FIELD NOTES**  
**WEST PART OF WILD HORSE VALLEY FARM**

**FIELD NOTES DESCRIBING A SURVEY OF 18,897.12 ACRES OF LAND IN BLOCK 65, TOWNSHIPS 7 AND 8, T. & P. R.R. COMPANY SURVEY, AND BLOCK 77, PUBLIC SCHOOL SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING** at a 1/2 inch rod in a large stone mound recovered at the Southwest corner of Section 20 and the Northwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, Culberson County, Texas, identified as set by R.W. Baker in 1959, for the Northernmost Northwest corner of this survey, whence a 3/8 inch iron pipe in a stone mound bears S 89° 32' 53" W 18.49 feet, and a 1 1/4 inch GIP marked "SW20, NW25, B65, T7, T. & P., 1959 E.L. PSL B122, 1959" in a large stone mound recovered at the Southeast corner of Section 8 and the Northwest corner of Section 9, Block 122, Public School Land Survey, Culberson County, Texas, identified by R.W. Baker as a corner set by A.H. Parker in his original survey of said Block 122, in October, 1900, bears N 0° 00' 30" W 103.84 feet, a brass cap in concrete marked "SE36, NE37 Block 65 T, T. & P. RY. Company Survey, KRA-139, 1939" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas, bears S 12° 47' 50" E 49,250.57 feet;

**THENCE** S 89° 55' 50" E 5,703.24 feet along the common line of said Sections 20 and 25, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 19, 20," set for the common corner of Sections 25, 26, 19, and 20 of said Block 65, Township 7, for the Northernmost Northeast corner of this survey;

**THENCE** S 0° 02' 00" W 5,557.37 feet along the common line of Sections 25 and 26, Block 65, Township 7, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 28, 27, set at the common corner of Sections 25, 26, 27 and 28, Block 65, Township 7, for a corner of this survey;

**THENCE** N 88° 59' 18" W 25.00 feet along the common line of Sections 25 and 28, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

**THENCE** S 0° 02' 00" W 1,986.57 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198", set for an interior corner of this survey;



THENCE S 45° 02' 00" W 319.61 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 05" W 406.88 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 44° 58' 00" E 319.62 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 2,409.42 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 28 and 37, Block 65, Township 7, for an interior corner of this survey;

THENCE S 89° 52' 15" E 25.00 feet along said common line to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 28, 27, 37, 38" set at the common corner of Sections 28, 27, 37 and 38, Block 65, Township 7, for a corner of this survey;

THENCE S 0° 02' 00" W 5,148.90 feet along the common line of said Sections 37 and 38 to a recovered 1 1/4 inch G.I.P. marked "SE37, SW38, NE2, NW1, B65, T7, T8, T & P, 1959", as set by R.W. Baker in 1959 at the common corner of Sections 37 and 38, Block 65, Township 7, and Sections 2 and 1, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 89° 56' 54" E 4,949.07 feet along the common line of Section 38, Block 65, Township 7, and Section 1, Block 65, Township 8, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a point calculated for the Southeast corner of Section 38, Block 65, Township 7, the Northeast corner of Section 1, Block 65, Township 8, the Southwest corner of Section 43, Block 64, Township 7, and the Northwest corner of Section 4, Block 77, Public School Land Survey, Culberson County, Texas, bears N 89° 56' 57" 283.33 feet;

THENCE S 0° 02' 04" W 4,486.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SWN Part S4 B77, PSL, EL, S1, B65, T8, 1959" stone mound under a fence as set by R.W. Baker in 1959, the Southwest corner of the North part of Section 4, Block 77, Public School Land Survey, bears S 88° 57' 15" E 283.46 feet;

THENCE N 89° 59' 00" W 2,036.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 02" W 659.27 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;



THENCE N 89° 59' 00" W 2,915.42 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198 2, 1, 11, 12," set for an interior corner of this survey, the common corner of Sections 2, 1, 11 and 12 of Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas;

THENCE S 0° 03' 43" W 3,917.70 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 54' 38" W at 1.11 feet pass a 3/4 inch iron pipe at a fence corner, in all 1,320.00 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 03' 42" W 1,319.01 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 11 and 14, Block 65, Township 8, for an interior corner of this survey;

THENCE S 89° 54' 39" E 1,320.00 feet to a 1 1/4 inch G.I.P. marked "SE11, SW12, NE14, NW13, B65, T8, T 7 P, 1959" in a stone mound under a fence as set by R.W. Baker in 1959, the common corner of Sections 11, 12, 13, and 14, Block 65, Township 8, T. & P. R.R. Company Survey for a corner of this survey;

THENCE S 89° 58' 30" E 5,236.70 to a 1 1/4 inch G.I.P. marked "SE12, NE13, B65, T8, T&P, WL B77, PSL, 1959," in a stone mound at a fence corner, as set by R.W. Baker in 1959, the common corner of said Sections 13 and 12 of said Block 65, Township 8, on the West line of said Block 77, for a corner of this survey;

THENCE S 0° 01' 39" W along the East line of said Block 65, Township 8, and the West line of said Block 77 at 5,591.81 feet pass a point, the Southeast corner of Section 13 and the Northeast corner of Section 24 of said Block 65, Township 8, on the West line of said Block 77, at 7,142.17 feet pass a point, the Southwest corner of Section 5 and the Northwest corner of Section 6 of said Block 77 on the East line of said Block 65, Township 8, in all 7,813.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 89° 57' 58" E 3,128.69 along the South line of a 570.00 acre tract of land out of Sections 5 and 6, Block 77, Public School Land Survey, described by metes and bounds in deed recorded in Volume 66, Page 171, of the Deed Records in Culberson County, Texas, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the West right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE S 0° 01' 27" W 102.40 feet along the West right of way line of F.M. Highway 2185 to a point, whence a concrete right of way marker bears N 89° 14' 29" E 101.06 feet, for a corner of this survey;



THENCE S 0° 02' 21" W 2,203.26 feet along said right of way line to a concrete right of way marker on the P.C. of a curve to the right for a corner of this survey;

THENCE along a curve to the right, with a Delta of 89° 58' 49", a radius of 905.21 feet, an arc length of 1,421.59 feet, a Long Chord with a bearing of S 45° 05' 25" W and a length of 1,279.94 feet to a concrete right of way marker recovered on the P.T. of a curve on the North right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE N 89° 58' 52" W along the North right of way line of said F.M. Highway 2185 at 2,222.21 feet pass the common line of said Section 6, Block 77, and Section 24, Block 65, Township 8, from whence a calculated point for the Southeast corner of Section 24 and the Northeast corner of Section 25, Block 65, T8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 62.65 feet, a brass cap in concrete marked "SE36, NE37, B65, T8, T. & P. R.R. Company Survey, KRA 139, 1931" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 10,594.71 feet, in all 7,291.40 feet to a concrete right of way marker on said right of way line for a corner of this survey;

THENCE N 89° 58' 30" W along the North right of way line of said F.M. Highway 2185 at 169.14 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch GIP marked "SE23, SW24, NW25, NE26, B65, T8, T&P, offset 13.45 varas North 1959" in stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 06" W 100.95 feet, at 5,493.77 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch G.I.P. marked "NE27, NW26, SE22, SW23, B65, T8, T&P, offset 14.8 varas North, 1959" in a stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 57" W 101.70 feet, in all 5,999.64 feet to a concrete right of way marker for a corner of this survey;

THENCE N 89° 56' 22" W along the North right of way line of Highway 2185 at 4,818.87 feet pass the common line of Sections 21 and 22 of said Block 65, from whence a 1 1/4 inch GIP marked "SW22, SE21, NE28, NW27, B65, T8, T&P, offset 14.5 varas North 1959" in stone mound as set by R.W. Baker in 1959, bears S 0° 02' 03" W 102.92 feet, in all 10,102.14 feet to a concrete right of way marker on the P.C. of a curve to the left, for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SE20, SW21, NE29, NW28, B65, T8, T&P, offset 17.46 varas North, 1959" in a stone mound under fence as set by R.W. Baker in 1959, bears S 21° 57' 18" W 115.76 feet;

THENCE along the North right of way line of F.M. Highway 2185, a curve to the left with a Delta of 45° 32' 14", a Radius of 1,484.34 feet, an Arc Length of 1,179.72 feet and a Long Chord with a bearing of S 66° 56' 44" W and a distance of 1,148.91 feet, to a concrete right of way marker on the P.T. of a curve for a corner of this survey;



THENCE S 44° 31' 25" W 359.30 feet along the Northwest right of way of F.M. Highway 2185 to a concrete right of way marker on the P.C. of a curve for a corner of this survey;

THENCE along said right of way along and curve to the left with a Delta of 44° 38' 58", a Radius of 1,492.91 feet an Arc Length of 1,163.39 feet and a Long Chord with a bearing of S 22° 01' 33" W and a distance of 1,134.18 feet to a concrete right of way marker on the P.T. of curve for a corner of this survey;

THENCE S 0° 05' 09" E 4.11 feet, along the West right of way line of F.M. Highway 2185 to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" for a corner of this survey;

THENCE S 89° 34' 49" W along a fence at 3,629.78 feet pass the common line of Sections 29 and 30 of said Block 65, in all 8,953.43 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of the G.W. Russ Survey, Block G and Block 65, Township 8, for the Southwest corner of this survey, from whence a 5/8 inch rod in a stone mound bears N 03° 42' 33" W 90.71 feet and a fence corner bears S 89° 34' 49" W 186.09 feet;

THENCE N 0° 01' 10" E along the West line of Block 65, Township 8, and the East line of the G.W. Russ Survey, Block G, at 1,333.25 feet pass a 1 1/4 inch GIP marked "SE13, B-G," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 13 and the Northeast corner of Section 11 of said Block G, in all 1,777.01 feet to a 1 1/4 inch GIP marked "SW19, NW30, B65, T8, T&P, 1959" as set by R.W. Baker in 1959 the Southwest corner of Section 19 and the Northwest corner of Section 30 of said Block 65, Township 8, for a corner of this survey;

THENCE N 00° 00' 56" E 3,005.48 feet along the common line of Block 6, G.W. Russ Survey, and Block 65, Township 8, T. & P. R.R. Company Survey, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the Southeast right of way line of State Highway 54, for a corner of this survey;

THENCE N 15° 49' 01" E 140.43 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 17" E along the Southeast right of way line of State Highway 54, at 2,441.01 feet pass the common line of Sections 18 and 19, Block 65, Township 8, T. & P. R.R. Company Survey, from whence a 1 1/4 inch GIP marked "SW18, NW19, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, the Southwest corner of Section 18 and the Northwest corner of Section 19, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 45" W 703.13 feet, at 8,247.60 feet pass the common line of Section 7 and 18 of said Block 65, Township 8, from whence a 1 1/4 inch G.I.P. marked "SW7, NW18, B65, T8, T&P, 1959" as set by R.W. Baker in 1959, for the Southwest corner of Section 7 and the Northwest corner of Section 18, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 54" W 2,284.33 feet, in all 8,401.73 feet to a concrete right of way marker for a corner of this survey;



THENCE N 15° 49' 25" E 900.07 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 14" E 4,382.20 feet along said right of way line to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 6 and 7 of said Block 65, Township 8, for a corner of this survey;

THENCE S 89° 58' 54" E 1,542.66 feet along said common line to a 1 1/4 inch G.I.P. marked "SE6, SW5, NE7, NW8, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959 at the common corner of Sections 5, 6, 7, and 8, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 07' 46" E 5,149.70 feet along the common line of said Sections 5 and 6 to a 1 1/4 inch G.I.P. marked "SE33, SW34, NE6, NW5, T7, T8, B65, T&P, 1959" in a stone mound as set by R.W. Baker, the common corner of Sections 33 and 34, Township 7 and Sections 5 and 6, Township 8, Block 65, T. & P. R.R. Company Survey, for a corner of this survey;

THENCE S 89° 56' 09" E 5,325.44 feet along the common line of Section 34, Township 7, and Section 5, Township 8, to a 1 1/4 inch G.I.P. marked "SE34, SW35, NE5, NW4, B65, T-7, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, for the common corner of Sections 34 and 35, Township 7, and Sections 4 and 5, Township 8, said Block 65, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 01' 09" E along the common line of Sections 34 and 35 of said Block 65, at 5,146.67 feet pass a point for the common corner of Sections 30, 31, 34 and 35, of said Block 65, Township 7, in all 10,486.38 feet to a recovered 1 1/4 inch G.I.P. marked "NE31, NW30, B65, T7, T&P, S.L. 10, B122, PSL 1959" in a stone mound as set by R.W. Baker in 1959, the Northeast corner of Section 31 and the Northwest corner of Section 30, Block 65, Township 7, T. & P. R.R. Company Survey, for a corner of this survey, from whence a 3/4 inch G.I.P. marked "SW10, B122, PSL, SE24, B65, T7" in a stone mound, as recovered and identified by R.W. Baker as the Southwest corner of Section 10, Block 122, Public School Land Survey, and as corner set by A.H. Parker in October 1900, bears N 89° 54' 47" W 515.40 feet;

THENCE N 89° 58' 07" E 4,894.47 feet, to a 1 1/4 inch G.I.P. marked "SE10, SW9, B122, PSL," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 10 and the Southwest corner of Section 9, Block 122, Public School Land Survey for a corner of this survey; whence a 1" IP in a stone mound bears S 79° 41' 45" E 488.87 feet;



THENCE S 89° 57' 46" E at 440.50 feet pass a point, the Northeast corner of Section 30 and the Northwest corner Section 29 of said Block 65, Township 7, in all 5,389.55 feet to a 1 1/4 inch G.I.P. marked "SE9, B122, PSL, SW25, B65, T7, T&P 1959," in a stone mound as recovered and identified by R.W. Baker in 1959, as corner set by A.H. Parker in October 1900, for the Southeast corner of Section 9, Block 122, Public School Land Survey, and the Southwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, whence a large stone mound recovered at the common corner of Sections 25, 28 and 29, Block 65, Township 7, bears S 89° 57' 27" E 385.91 feet, for an interior corner of this survey;

THENCE N 0° 04' 13" E 5,470.05 feet along the East line of said Section 9, Block 122, and the West line of said Section 25, to the place of beginning.

Containing 18,890.82 acres of land more or less.



**SURVEY 2  
FIELD NOTES  
EAST PART OF WILD HORSE VALLEY FARM**

**FIELD NOTES DESCRIBING A SURVEY OF 2,057.14 ACRES OF LAND IN BLOCK 63, PUBLIC SCHOOL LAND SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING at a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 3, 6, 5", set at the Northeast corner of Section 6 and the Northwest corner of Section 5, Block 63, on the South line of Section 3, Block 77, Public School Land Surveys, Culberson County, Texas, whence a 1 1/4 inch G.I.P. marked "SE46, SW47, B64, T7, TXL, 1958" as set by R.W. Baker in 1958, the Southeast corner of Section 46 and the Southwest corner of Section 47, Block 64, Township 7, T. & P. R.R. Company Survey, on the North line of Section 3, of said Block 77, bears N 78° 37' 21" E 12,914.19 feet, for the Northeast corner of this survey;

THENCE N 89° 58' 41" W 748.85 feet along the North line of said Section 6, Block 63, and the South line of said Section 3, Block 77, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse draw for a corner of this survey;

THENCE along the center line meanders of Wild Horse Draw as follows:

S 46° 45' 32" W	115.09 feet to a 60 D Nail;
S 17° 32' 53" W	156.02 feet to a 60 D Nail;
S 05° 53' 25" W	136.66 feet to a 60 D Nail;
S 53° 10' 21" W	196.55 feet to a 60 D Nail;
S 24° 35' 14" W	58.35 feet to a 60 D Nail;
S 09° 25' 29" E	209.74 feet to a 60 D Nail;
S 67° 56' 05" W	54.52 feet to a 60 D Nail;
N 81° 14' 19" W	47.09 feet to a 60 D Nail;
N 36° 37' 19" W	117.69 feet to a 60 D Nail;
N 84° 52' 00" W	46.42 feet to a 60 D Nail;
S 57° 31' 08" W	267.39 feet to a 60 D Nail;
S 20° 35' 58" E	62.50 feet to a 60 D Nail;
S 39° 27' 36" E	152.96 feet to a 60 D Nail;
S 26° 41' 27" E	86.22 feet to a 60 D Nail;
S 17° 37' 20" W	57.77 feet to a 60 D Nail;
S 64° 50' 46" W	130.91 feet to a 60 D Nail;
S 15° 49' 40" W	101.84 feet to a 60 D Nail;



S 27° 16' 41" E	90.49	feet to a 60 D Nail;
S 31° 18' 49" W	196.82	feet to a 60 D Nail;
S 05° 07' 14" W	72.10	feet to a 60 D Nail;
S 65° 26' 04" E	140.95	feet to a 60 D Nail;
S 30° 06' 13" W	87.63	feet to a 60 D Nail;
S 78° 42' 02" W	103.24	feet to a 60 D Nail;
N 49° 45' 33" W	75.19	feet to a 60 D Nail;
S 81° 37' 58" W	30.09	feet to a 60 D Nail;
S 57° 01' 51" W	237.13	feet to a 60 D Nail;
N 59° 34' 22" W	140.78	feet to a 60 D Nail;
S 88° 33' 20" W	44.79	feet to a 60 D Nail;
S 33° 33' 00" W	69.98	feet to a 60 D Nail;
S 03° 27' 04" W	122.19	feet to a 60 D Nail;
S 52° 59' 06" W	29.86	feet to a 60 D Nail;
N 63° 24' 13" W	65.84	feet to a 60 D Nail;
N 46° 08' 01" W	93.08	feet to a 60 D Nail;
S 84° 31' 05" W	80.03	feet to a 60 D Nail;
S 72° 50' 15" W	187.30	feet to a 60 D Nail;
S 62° 51' 25" W	129.08	feet to a 60 D Nail;
S 44° 36' 39" W	266.17	feet to a 60 D Nail;
N 65° 48' 24" W	42.33	feet to a 60 D Nail;
N 31° 47' 56" W	117.83	feet to a 60 D Nail;
N 47° 48' 16" W	104.23	feet to a 60 D Nail;
N 70° 35' 14" W	100.19	feet to a 3/4 inch iron pipe;
S 78° 19' 55" W	53.68	feet to a 60 D Nail;
S 48° 38' 38" W	65.23	feet to a 60 D Nail;
S 39° 18' 25" W	77.38	feet to a 60 D Nail;
S 71° 44' 36" W	37.50	feet to a 60 D Nail;
N 81° 58' 56" W	81.43	feet to a 60 D Nail;
N 63° 25' 26" W	72.06	feet to a 60 D Nail;
S 74° 41' 01" W	48.39	feet to a 3/4 inch iron pipe;
S 23° 37' 53" W	214.26	feet to a 60 D Nail;
S 58° 52' 01" W	283.32	feet to a 60 D Nail;
S 05° 25' 07" W	261.50	feet to a 1 1/4 inch iron pipe;
S 18° 28' 27" E	540.39	feet to a 60 D Nail;
S 26° 04' 15" E	453.94	feet to a 60 D Nail;
S 37° 32' 26" W	352.17	feet to a 60 D Nail;
S 09° 20' 15" E	205.05	feet to a 60 D Nail;
S 25° 55' 01" E	176.50	feet to a 60 D Nail;
S 56° 45' 15" E	475.85	feet to a 60 D Nail;
S 66° 53' 57" E	198.04	feet to a 60 D Nail;
S 62° 20' 06" E	471.04	feet to a 60 D Nail;
S 44° 07' 30" E	369.46	feet to a 60 D Nail;
S 35° 54' 07" E	121.04	feet to a 60 D Nail;
S 79° 55' 38" E	191.23	feet to a 60 D Nail;

THENCE S 35° 37' 47" E along said draw at 151.46 feet pass a point on the common line of Sections 6 and 7, Block 63, Public School Land Survey, whence a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set at the common corners of Sections 6, 5, 7, and 8 of said Block 63, bears S 89° 58' 57" E 1,910.99 feet, in all 351.87 feet;



THENCE continuing with said Wild Horse Draw meanders as follows:

S 77° 03' 14" E 241.46 feet to a 60 D Nail;  
S 35° 44' 14" E 191.38 feet to a 60 D Nail;  
S 18° 56' 50" E 260.79 feet to a 60 D Nail;  
S 28° 20' 24" E 87.69 feet to a 60 D Nail;  
S 37° 02' 59" W 46.30 feet to a 60 D Nail;  
S 82° 17' 23" W 129.79 feet to a 60 D Nail;  
S 43° 59' 15" W 110.57 feet to a 60 D Nail;  
S 11° 16' 36" E 134.77 feet to a 60 D Nail;  
S 49° 07' 06" E 414.05 feet to a 60 D Nail;  
S 38° 56' 55" E 287.64 feet to a 60 D Nail;  
S 03° 06' 17" W 220.20 feet to a 60 D Nail;  
S 36° 40' 53" E 409.16 feet to a 60 D Nail;  
S 53° 02' 19" E 131.22 feet to a 60 D Nail;  
N 85° 44' 58" E 148.60 feet to a 60 D Nail;  
S 53° 40' 06" E 122.81 feet to a 60 D Nail;  
S 12° 41' 17" E 61.21 feet to a 60 D Nail;  
S 21° 48' 36" W 68.53 feet to a 60 D Nail;  
N 82° 46' 06" W 196.42 feet to a 60 D Nail;  
S 73° 43' 17" W 92.63 feet to a 60 D Nail;  
S 19° 00' 34" W 163.94 feet to a 60 D Nail;  
S 43° 46' 57" E 176.46 feet to a 60 D Nail;

THENCE S 60° 08' 40" E 178.78 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the South line of the North half of said Section 7, for an interior corner of this survey;

THENCE N 89° 59' 05" W 3,764.13 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE S 0° 01' 27" W 1,320.00 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE N 89° 59' 06" W 941.19 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the East right of way line of F.M. 2185 for a corner of this survey;

THENCE S 0° 01' 27" W along said right of way, at 1,321.24 feet pass the common line of Sections 7 and 18 of said Block 63, in all 6,502.17 feet to a concrete right of way marker, whence a 1 1/4 inch G.I.P. marked "NE6, SW5, B77, PSL, WL18, B63, 19.1 varas E," in a stone mound under a fence, as set by R.W. Baker in 1959, bears N 7° 31' 17" W 778.93 feet, for a corner of this survey;

THENCE S 0° 01' 21" W 101.86 feet along the East right of way line of said F.M. Highway 2185, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Section 18 and Section 19 of said Block 63, for the Southwest corner of this survey, whence a railroad spike recovered in the pavement centerline of F.M. 2185, bears N 88° 37' 05" W 50.30 feet, a point calculated at the Southwest corner of Section 18 and the Northwest



corner of Section 19 of said Block 63, on the East line of Block 77, Public School Land Survey, bears N 89° 59' 29" W 49.25 feet, from whence a 4 inch by 4 inch concrete monument with brass cap marked "N.W. 6 UT Block 48" recovered at the Northwest corner of Block 48 University Land Survey, bears S 0° 37' 14" W 5,310.05 feet;

THENCE S 89° 59' 29" E at 5,225.10 feet pass a point calculated at the common corner of Sections 18, 17, 19 and 20 of said Block 63, in all 10,499.45 feet to a 1 inch G.I.P. recovered flush with road, at the common corner of Sections 17, 16, 20 and 21, for the Southeast corner of this survey, and an interior corner of the Southwest Sunsites Subdivision, as per plat recorded in Volume 5 Pages 23-28, of the plat records of Culberson County, Texas, from whence a 1 inch iron pipe marked "17, 16, 20, 21", at a fence corner bears N 48° 42' 17" W 122.88 feet;

THENCE N 0° 01' 39" E 5,281.88 feet, along the common line of Sections 17 and 16, and along the West line of said subdivision, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 8, 9, 17, 16" set at the common corner of Section 8, 9, 17 and 16 of said Block 63, for a corner of this survey, whence a 6 inch iron pipe 6 feet high, bears N 67° 17' 56" E 15.99 feet;

THENCE N 89° 59' 14" W 2,962.41 feet along the common line of Sections 8 and 9 of said Block 63, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse Draw, for an interior corner of this survey;

THENCE along the centerline meanders of Wild Horse Draw as follows:

N 05° 20' 39" W	804.62 feet to a point;
N 61° 35' 11" E	137.90 feet to a point;
N 39° 10' 27" E	178.60 feet to a point;
N 8° 31' 59" E	199.50 feet to a point;
N 26° 47' 24" W	154.60 feet to a point;
N 40° 12' 51" W	217.30 feet to a point;
N 58° 40' 43" W	614.60 feet to a point;
N 39° 49' 17" W	310.12 feet to a point;
N 68° 15' 40" W	698.10 feet to a point;
N 67° 14' 41" W	187.60 feet to a point;
N 62° 09' 10" W	195.60 feet to a point;

THENCE N 77° 56' 29" W 584.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 8 and 7 of said Block 63, for a corner of this survey;

THENCE N 0° 01' 39" E at 2,674.14 feet, pass a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set on the common corner of Sections 5, 6, 7 and 8 of said Block 63, in all 7,956.42 feet to the place of beginning;

Containing 2,057.14 acres of land more or less.



And said West part and East part (pages 1 through 11 above) of Wild Horse Valley Farm being the same property as that described in Deed to Connecticut General Life Insurance Company recorded in Volume 141, Page 142, Deed Records, Culberson County, Texas, as follows:

Wild Horse Farm

EXHIBIT A

The following described land is all in Culberson County, Texas, to-wit:

All of SECTION 25, 26, 27, 30, 33, 36 and 37, Block 65, Township 7, T&P RR Co. Survey;

All of SECTIONS 2, 3, 4, 5, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23 and 24, all in Block 65, Township 8, T&P RR Co. Survey;

All of SECTION 1, Block 65, Township 8, T&P RR Co. Survey, containing 619.31 acres, SAVE AND EXCEPT 64.04 acres off the East side. A metes and bounds description is as follows:

BEGINNING at the Northwest corner of SECTION 4, Block 77, Public School Land, and the Northeast corner of SECTION 1, Township 8, Block 65;

THENCE South along the East line of SECTION 1, Township 8, Block 65, 1050 varas to a point for the Southeast corner of this tract; and the Southeast corner of said SECTION 1;

THENCE West along the South line of said SECTION 1 a distance of 835 varas for the Southwest corner of this tract;

THENCE North parallel with the East line of SECTION 1 a distance of 235 varas to a point;

THENCE East parallel with the South line of said SECTION 1 a distance of 733 varas to a point;

THENCE North parallel with the East line of said SECTION 1 a distance of 1613 varas to a point in the North line of said SECTION 1;

THENCE East along the North line of said SECTION 1 a distance of 102 varas to the Northeast corner of said SECTION 1, and the beginning point of this tract.

All of SECTION 11, Block 65, Township 8, T&P RR Co. Survey, SAVE AND EXCEPT forty (40) acres out of the Southeast corner of said Section described as follows, to-wit:

BEGINNING at the Southeast corner of said SECTION 11, Township 8, Block 65, said corner being the common corner for SECTIONS 11, 12, 13 and 14, Township 8, Block 65;

THENCE North along the East line of SECTION 11, a distance of 1320 feet to a point;

THENCE West and parallel to the South line of SECTION 11, a distance of 1320 feet to a point;

THENCE South and parallel to the East line of SECTION 11, a distance of 1320 feet to a point in the South line of SECTION 11;

THENCE East along the South line of SECTION 11, a distance of 1320 feet to the place of beginning, containing in all 40 acres;

Said SECTION 11 containing 602 acres, more or less, excluding said 40 acres.

The South 208 acres, more or less, of SECTION 4, Block 77, Public School Lands Survey, Culberson County, Texas, described as follows, to-wit:

BEGINNING at the Northeast corner of SECTION 25, Township 8, Block 65, T&P RR Co. Survey, for the Southwest corner of this tract;

THENCE North 1645.56 feet with the East line of SECTION 24, to the Northwest corner of this tract;

THENCE East 3126.5 feet parallel to the North line of SECTION 4 to the Northeast corner of this tract with the Northeast corner lying on the West line of SECTION 19, Block 63, Public School Land;



THENCE South approximately 1845.56 feet along the East line of SECTION 6 and the West line of SECTION 19 to the point of intersection by the North boundary line of F.M. Road No. 2103 right-of-way for the Southeast corner of this tract;

THENCE Southwesterly around curve to the right, 1421.3 feet to the end of said curve, the long chord of which is 1250.37 feet, South 45 degrees West;

THENCE West 2222.9 feet with said right-of-way to the beginning of this tract which is the Northeast corner of SECTION 25, Township 8, Block 65, T&P RR Co. Survey, Culberson County, Texas.

A tract of land out of SECTION 29, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 29, S.E. 19, S.W. 20, N.E. 30, Block 65, Township 8, from which a brass cap in concrete and a large stone mound, the original Northeast corner of SECTION 37 in said Block and Township bears East 9552.32 varas and South 3814.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 29, and 30, Block 65, Township 8, T&P RR Co. Survey, Culberson County, Texas, and the Northwest corner of this tract;

THENCE South along the East line of SECTION 30, at 494.50 varas pass the South line of the North Half of the North Half (N/2 N/2) SECTION 29, 618.45 varas in all to a point in an east-west fence line for the Southwest corner of this tract;

THENCE East along said fence line 1304.33 varas to a point in the West right-of-way line of F.M. Highway No. 2103 for the Southeast corner of this tract;

THENCE North along the West right-of-way line of F.M. Highway No. 2103, 1.7 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeast along the West right-of-way line of F.M. Highway No. 2103 and along the arc of a 3 degree 52' curve to the right, radius 333.76 varas, the chord of which bears North 21 degrees 37' East 408.3 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE North 44 degrees 30' East along the West right-of-way line of F.M. Highway No. 2103, 129.2 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeast along the arc of a 3 degree 52' curve to the right, radius 333.76 varas, the chord of which bears North 58 degrees 13' East 239.0 varas to a point in the intersection of the West right-of-way line of F.M. Highway No. 2103 and the North line of SECTION 19 for the Northeast corner of this tract;

THENCE West along the North line of SECTION 29, 1768.38 varas to the PLACE OF BEGINNING, containing 136.39 acres of land.

A tract of land out of SECTION 19, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 20, S.E. 19, N.W. 30, N.E. 30, Block 65, Township 8, from which a brass cap in concrete and a large old stone mound, the original Northeast corner of SECTION 37, Block 65, Township 8, bears East 9552.32 varas and

South 3814.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 29 and 30, Block 65, Township 8, T&P RR Co. Survey, THENCE North along the West line of SECTION 19, Block 65, Township 8, 1864.1 varas to a 3/4" iron pipe in the East right-of-way line of State Highway No. 34 for a corner of this tract;

THENCE North 15 degrees 49' East along the East right-of-way line of State Highway No. 34, 949.9 varas to a 3/4" iron pipe in the South



line of SECTION 18, Block 63, Township 8 for the Northwest corner of this tract;

THENCE East along the South line of said SECTION 18, 1637.48 varas to a 1-1/4" galvanized iron pipe marked S.W. 17, S.E. 18, N.E. 19, N.W. 20, Block 63, Township 8 for the common corner of SECTIONS 17, 18, 19 and 20 and the Northeast corner of this tract;

THENCE South along the East line of SECTION 19, 1978.0 varas to the PLACE OF BEGINNING, containing 630.49 acres of land.

A tract of land out of SECTION 20, Block 63, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at the Northeast corner of Survey No. 30, Block 63, Township 8, T&P RR Co. Survey for the Northeast corner of this tract;

THENCE South 607.9 varas with the East line of said Survey No. 30, the Northeast corner of the South part in said line of the Southwest corner of this Survey;

THENCE West 1839 varas with the North line of this North part to the Northwest corner of same in said line, for the Southwest corner of this Survey;

THENCE North 607.9 varas with the West line of said Survey No. 30 to the Northwest corner of same, for the Northwest corner of this Survey;

THENCE East 1839 varas with the North line of said Survey No. 30, to the PLACE OF BEGINNING, containing 108 acres of land, more or less.

A tract of land out of SECTION 7, Block 63, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 3, S.E. 6, N.W. 8, N.E. 7, Block 63, Township 8, from which a brass cap in concrete and a large old stone mound, the original Northeast corner of SECTION 17, Block 63, Township 8 bears East 9352.32 varas and South 9490.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 3, 6, 7 and 8, Block 63, Township 8, T&P RR Co. Survey, Culberson County, Texas, and the Northeast corner of this tract;

THENCE West along the North line of SECTION 7, 333.08 varas to a 3/4" iron pipe in the East right-of-way line of State Highway No. 54 for the Northwest corner of this tract;

THENCE South 14 degrees 10' West along the East right-of-way line of said Highway No. 54, 1946.1 varas to a 3/4" iron pipe in the North line of SECTION 18 for the Southwest corner of this tract;

THENCE East along the North line of SECTION 18, 1028.78 varas to a 1-1/4" iron pipe marked S.W. 6, S.E. 7, N.W. 17, N.E. 18, Block 63, Township 8, for the common corner of SECTIONS 7, 8, 17 and 18, and the Southeast corner of this tract;

THENCE North along the East line of SECTION 7, 1865.0 varas to the PLACE OF BEGINNING, containing 264.14 acres of land.

The North Half (N/2) of that portion of SECTION 18, Block 63, Township 8, T&P RR Co. Survey lying East of State Highway 54, containing approximately 312.50 acres, more or less, and being Tract 2 in deed from Perkins and Co., Inc. to William Kimple, dated May 14, 1963, recorded in Volume 71, Page 340, Deed Records of Culberson County, Texas.

The South Half (S/2) SECTION 18, Block 63, Township 8, T&P RR Co. Survey, containing about 339.75 acres, more or less, and more specifically described as follows:

BEGINNING at the Southwest corner of SECTION 18;

THENCE West along the South line of SECTION 18, 1637.48 varas to the East line of the right-of-way of State Highway No. 54;



THENCE Northeasterly along the said right-of-way a point about 1006.3 varas due North in a perpendicular line from the South line of SECTION 18;

THENCE East to the East line of SECTION 18 at a point about 1006.3 varas North of the Southeast corner of SECTION 18;

THENCE South about 1006.3 varas along the East line of SECTION 18 to the POINT OF BEGINNING;

And being Tract 2 as described in Deed from Perkins & Co., Inc. to Walter Luna, et al., dated May 14, 1963, recorded in Volume 71, Pages 346-348, Deed Records of Culberson County, Texas.

**SAVE AND EXCEPT:**

1. That certain two acre tract located in and being a part of Survey 28, Block 63, Township 7, T&P Ry. Co. Survey, as described in deed from R. B. Durrill, et ux. to Capitan Co., a corporation, dated the 3rd day of April 1959, and recorded in Volume 63, pages 238-239, Deed Records of Culberson County, Texas.

2. That certain tract of 4.291 acres, more or less, located in and being a part of Survey 28, Block 63, Township 7, T&P Ry. Co. Survey, described in deed from R. B. Durrill, et ux. to Capitan Company, a corporation, dated the 5th day of March, 1960, and recorded in Volume 66, at pages 83-84, Deed Records of Culberson County, Texas.

The following described land in Culberson County, Texas, to-wit:

**PART I:**

All of SECTIONS 17 and 18, Block 63, Public School Lands Survey;

The South Half (S/2) of SECTION 7, Block 63, Public School Lands Survey, **SAVE AND EXCEPT** 30 acres being the West 3/4 of the Northwest quarter of the Southwest quarter of said SECTION 7, more fully described as follows, to-wit:

**BEGINNING** at the Northwest corner of the Southwest quarter of said SECTION 7, which point is in the West line of said SECTION 7, and is 950.4 varas South of the Northwest Corner of said SECTION 7;

THENCE East 956.4 varas;

THENCE South 475.2 varas;

THENCE West 356.4 varas to the West line of said SECTION 7;

THENCE North 475.2 varas along the West line of said SECTION 7, to the PLACE OF BEGINNING.

87.2 acres of land out of SECTION 8, Block 63, Public School Lands Survey, and being that portion of said SECTION 8 lying South and West of Wild Horse Creek;

Said Part I consisting of 1,590 acres, more or less.

**PART II:**

**Tract One:**

130.3 acres, more or less, described by notes and bounds as follows: known as a part of the S/2 of SECTION 6, Block 63, Public School Lands Survey;

**BEGINNING** at the NE corner of this tract, in the North line of Survey No. 6, No. 63, P.S.L., from which the NE corner of said Survey No. 6 bears East 101.0 varas; the SE corner of Block 63, the SW corner of Block 64, Township 7, and the NE corner of Block 63, Township 8, T&P RR Co. Surveys, bears North 916 varas and West 2,943 varas.

THENCE West 157.5 varas with the North line of said Survey No. 6, to a corner of this tract in the bed of Wild Horse Creek.



THENCE along the bed of Wild Horse Creek, with its meanders: -S 44 degrees 20' W 72.7 varas; S 1-degree 28' W 94.1 varas; S 51 degrees 20' W 69.3 varas; S 15 degrees 08' W 30.2 varas; S 8 degrees 28' E 67.3 varas; S 83 degrees 02' W 23.4 varas; N 49 degrees 49' W 38.3 varas; S 57 degrees 35' W 99.0 varas; S 30 degrees 33' E 111.4 varas; S 42 degrees 23' W 36.0 varas; S 61 degrees 34' W 18.3 varas; S 3 degrees 14' E 89.8 varas; S 24 degrees 02' W 76.0 varas; S 36 degrees 25' E 98.1 varas; S 57 degrees 33' W 45.0 varas; N 75 degrees 00' W 54.0 varas; S 56 degrees 16' W 78.8 varas; N 68 degrees 41' W 64.8 varas; S 27 degrees 51' W 36.3 varas; S 6 degrees 23' W 36.8 varas; N 86 degrees 54' W 21.6 varas; N 51 degrees 23' W 31.8 varas; S 71 degrees 16' W 112.1 varas; S 30 degrees 17' W 37.6 varas; to a corner of this tract in the West line of the NE 1/4 of said Survey No. 6;

THENCE South with the West line of the E 1/2 of said Survey No. 6, at 200.2 varas the SW corner of the NE 1/4 and the NW corner of the SE 1/4 and at 547 varas the SW corner of this tract in the West line of the East 1/2 of said Survey No. 6;

THENCE East 837.31 varas to the SE corner of this tract;

THENCE N 0 degrees 31' E at 346.8 varas the North line of the SE 1/4 and the South line of the NE 1/4 of said Survey No. 6, and at 1296.8 varas the PLACE OF BEGINNING; and

**Tract Two:**

A tract of 12.4 acres of land out of the NE 1/4 of Survey No. 6, Block No. 63, Public School Land Survey, described by notes and bounds as follows:

BEGINNING at a point in the center of Survey No. 6, the Southeast corner of the Northeast Quarter of Survey No. 6 and the Southeast and beginning corner of this tract;

THENCE North, along the East line of the Northwest Quarter of Survey No. 6, a distance of 200.2 varas to a point the Northeast corner of this tract;

THENCE S 30 degrees 17' West along the center of Wild Horse Creek, 80.4 varas;

THENCE N 40 degrees 08' W along the center of Wild Horse Creek, 81.1 varas;

THENCE N 75 degrees 33' W along the center of Wild Horse Creek, 55.8 varas;

THENCE S 48 degrees 35' W along the center of Wild Horse Creek, 60.1 varas;

THENCE N 83 degrees 17' W along the center of Wild Horse Creek, 77.3 varas;

THENCE S 24 degrees 47' W along the center of Wild Horse Creek, 82.5 varas;

THENCE S 63 degrees 57' W along the center of Wild Horse Creek, 94.3 varas;

THENCE S 4 degrees 54' W along the center of Wild Horse Creek, 78.7 varas; the Southwest corner of this tract;

THENCE East 416.7 varas to the PLACE OF BEGINNING; and

**Tract Three:**

A tract of 22.5 acres of land out of the SW 1/4 of Survey No. 6, Block 63, Public School Land Survey, described by notes and bounds as follows:

BEGINNING at a point in the center of Survey No. 6, the Northeast corner of the Southwest Quarter of Survey No. 6, and the Northeast and beginning corner of this tract;



THENCE West, along the North line of the SW/4, 416.7 varas to a point in the center of Wild Horse Creek, The Northwest corner of this tract;

THENCE S 4 degrees 34' W along the center of Wild Horse Creek, 36.7 varas;

THENCE S 30 degrees 33' E along the center of Wild Horse Creek, 163.2 varas;

THENCE S 33 degrees 33' E along the center of Wild Horse Creek, 47.1 varas;

THENCE S 36 degrees 50' E along the center of Wild Horse Creek 121.1 varas;

THENCE S 27 degrees 49' E along the center of Wild Horse Creek, 4.7 varas to a point, the Southwest corner of this tract;

THENCE E 294.2 varas to a point in the East line of the Southwest Quarter of Survey No. 6, the Southeast corner of this tract;

THENCE N along the East line of the Southwest Quarter, 346.8 varas to the PLACE OF BEGINNING, and

**Tract Four:**

A tract of 26.42 acres of land out of the E/2 of Survey No. 6, Block 43, Public School Land, described by metes and bounds as follows:

BEGINNING at the Northeast corner of Survey No. 6, the Northeast and beginning corner of this tract;

THENCE South, along the East line of Survey No. 6, at 950 varas pass the Southeast corner of this Northeast Quarter of Survey No. 6, in all 1443.8 varas to a point; the Southeast corner of this tract;

THENCE West 72 varas to a point, a corner of this tract;

THENCE North 147 varas to a point, the oil corner of this tract;

THENCE West 40.69 varas to a point, a corner of this tract;

THENCE North 0 degrees 31' E at 346.8 varas pass the North line of the Southeast Quarter of Survey No. 6, in all 1296.8 varas to a point in the North line of Survey No. 6, the Northwest corner in this tract;

THENCE East, along the North line of Survey No. 6, a distance of 101.0 varas to the PLACE OF BEGINNING.

**Tract Five:**

BEGINNING at the Southeast corner of SECTION 6;

THENCE West along the South line of SECTION 6, 717.7 varas to the center of Wild Horse Creek;

THENCE along the bed of Wild Horse Creek the following courses and distances: North 28 degrees 13' West 6.5 varas; North 71 degrees 12' West 61.4 varas; North 41 degrees 04' West 225 varas; North 85 degrees 23' West 59.7 varas; North 41 degrees 28' West 140.9 varas; North 80 degrees 55' West 105.8 varas; North 23 degrees 38' West 152.5 varas; North 4 degrees 12' West 127.6 varas; North 38 degrees 48' East 39.9 varas; South 51 degrees 40' East 76.2 varas; North 51 degrees 38' East 28.0 varas; North 27 degrees 45' West 60.4 varas;

THENCE East 1,172.2 varas;

THENCE South 147 varas;

THENCE East 72 varas to the East line of SECTION 6, 456.2 varas to the PLACE OF BEGINNING, and



**Tract Five:**

**BEGINNING** at the Northeast corner of **SECTION 7**, Block 63, Public School Land, for the ~~Northwest corner of this tract~~, from which the Southwest corner of Block No. 64, the Southeast corner of Block No. 63, TSP No. 8, T&P No. Co. Survey, bears North 1,018 varas and West 3,044 varas;

**THENCE** West along the North line of **SECTION 7**, and being also the South line of **SECTION 6**, a distance of 717.7 varas to the center of Wild Horse Creek for the Northwest corner of this tract;

**THENCE** along the bed of Wild Horse Creek the following courses and distances: South 28 degrees 15' East 97.2 varas; South 71 degrees 28' East 101.2 varas; South 32 degrees 03' East 172.0 varas; South 61 degrees 40' West 90.0 varas; South 21 degrees 49' East 106.2 varas; South 50 degrees 05' East 101.7 varas; South 40 degrees 55' East 96.0 varas; South 7 degrees 06' West 109.0 varas; South 33 degrees 37' East 163.7 varas; South 70 degrees 30' East 126.2 varas; South 2 degrees 50' East 19.1 varas;

**THENCE** East 301.3 varas to the East line of **SECTION 7**;

**THENCE** North along the East line of **SECTION 7**, 663.5 varas to the **PLACE OF BEGINNING**. The two tracts, Five and Six, containing a total of 189.3 acres, more or less.

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**Exhibit B**  
**Exceptions to Title**

The following constitute permitted exceptions to title and warranty set forth in this Deed to the extent that the same are valid, in force, and affect and impact the rights described in the Deed.



1. The following restrictive covenants of record itemized below:
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year \_\_\_\_\_, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_\_, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)



9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
- a. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.
  - b. ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from Sections 25, 29, 35 and 37, Blk 65, Township 7, T&P RR Co. Survey, and Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23 and 29, Block 65, Township 8, T&P RR Co. Survey, herein described, together with all rights relating thereto, express or implied, reserved unto the Grantors in Deed from George C. Fraser et al, Trustees for the Texas Pacific Land Trust, to Perkins & Co., Inc., dated September 20, 1960, recorded Volume 66, Page 359, Deed Records, said reserved minerals further covered by Mineral Deed from George C. Fraser et al, Trustees, to TXL Oil Corporation, datd December 10, 1954, recorded Volume 5, Page 254, Oil & Gas Records of Culberson County.
  - c. ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from the following described land, together with all rights relating thereto, express or implied, reserved unto the State of Texas in Patents recorded as follows: Block 63, Section 6, recorded in Volume 4, Section 108, Block 63, Section 7, recorded in Volume 4, Page 109, Block 63, Section 8, recorded in Volume 4, Page 112, Block 63, Section 17, recorded in Volume 4, Page 114, Block 63, Section 18, recorded in Volume 4, Page 115, and Block 77, Section 6, recorded in Volume 4, Page 520, all in Patent Records, Culberson County, Texas;
  - d. ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from the following dscribed land, together with all rights relating thereto, express or implied, reserved unto the STATE OF TEXAS in Patents recorded as follows: Block 65-7, Section 28, recorded in Volume 4, Page 515, Block 65-7, Section 30, recorded in Volume 4, Page 516, Block 65-7, Section 36, recorded in Volume 4, Page 516, Block 65-8, Section 2, recorded in Volume 4, Page 503, Block 65-8, Section 4, recorded in Volume 4, Page 504, Block 65-8, Section 8, recorded in Volume 4, Page 504, Block 65-8, Section 10, recorded in Volume 4, Page 505, Block 65-8, Section 14, recorded in Volume 4, Page 506, Block 65-8, Section 16, recorded in Volume 4, Page 507, Block 65-8, Section 20, recorded in Volume 4, Page 508, Block 65-8, Section 22, recorded in Volume 4, Page 509, Block 65-8, Section 24, recorded in Volume 4, Page 509, all in Patent Records, Culberson County, Texas;
  - e. Undivided one-half interest in and to all oil, gas and other minerals in, on, under or that may be produced from Sections 18 and 30, Block 65, Township 8, T&P RR Co. Survey, herein described together with all rights relating thereto, express or implied, reserved unto the grantor predecessor in title in Deed from R.B. Durrill et ux Ila Durrill to Perkins & Co., Inc., dated July 20, 1960, recorded in Volume 64, Page 472, Deed Records, Culberson County, Texas.
  - f. RIGHT-OF-WAY EASEMENT from Geoge C. Fraser (formerly George C. Fraser, Jr.), George L. Burr, and David H. McAlpin to State of Texas, dated February 3, 1942, recorded Volume 46, Page 460, Deed Records, Culberson County, Texas; (Block 65-8, Sections 7)



- g. EASEMENT from George C. Fraser (formerly George C. Fraser, Jr.), George L. Burr and David H. McAlpin to El Paso Electric Company, a Texas Corporation, dated January 7, 1948, recorded Volume 52, Page 123, Deed Records, Culberson County, Texas; (Block 65-8, Sections 29 and 31);
- h. RIGHT-OF-WAY EASEMENT NO. 4951 from George C. Fraser, (formerly George C. Fraser Jr.), George L. Burr and John K. Olyphant Jr. to State of Texas, dated July 17, 1950, recorded Volume 55, Page 118, Deed Records, Culberson County, Texas; (Block 65-8, Sections 29 and 31)
- i. RIGHT OF WAY DEED from Roberta Durrill a feme sole to State of Texas, dated December 27, 1957, recorded Volume 60, Page 131, Deed Records, Culberson County, Texas; (Block 65-8, Section 24 and Block 77, Section 6)
- j. RIGHT-OF-WAY DEED from R.B. Durrill & wife, Ila Durrill to State of Texas, dated December 27, 1954, recorded Volume 60, Page 134, Deed Records, Culberson County, Texas; (Block 65-8, Section 20, 22)
- k. RIGHT-OF-WAY DEED from I.R. Stevens to State of Texas, dated October 25, 1954, recorded in Volume 60, Page 137, Deed Records, Culberson County, Texas; (Block 63, Sections 7 & 18 and Block 77, Sections 5)
- l. RIGHT-OF-WAY EASEMENT from M. F. Green and wife Geraldine O. Green to State of Texas, dated April 13, 1955, recorded Volume 60, Page 178, Deed Records, Culberson County, Texas;
- m. RIGHT OF WAY DEED NO. 5305 from George C. Fraser (formerly George C. Fraser, Jr.), George L. Burr and John K. Olyphant, Jr., to County of Culberson, State of Texas, dated March 9, 1955, recorded Volume 60, Page 242, Deed Records, Culberson County, Texas; (Block 65-8, Sections 29, 21, 23)
- n. ASSIGNMENT OF RIGHT-OF-WAY EASEMENTS from Pecos Growers Gas Company, a Texas Corporation to Texas Western Municipal Gas Corporation, dated October \_\_, 1966, recorded in Volume 92, Page 222, Deed Records, Culberson County, Texas; (Block 63, Section 18 and Block 65-8, Section 5)
- o. SUBORDINATION AGREEMENT from Rio Grande Electric Cooperative, inc. to Culberson County, Texas, dated May 3, 1978, recorded Volume 110, Page 308, Deed Records, Culberson County, Texas; (Block 65-7, Sections 20 & 28)
- p. SUBORDINATION AGREEMENT from Rio Grande Electric Cooperative, Inc. to Culberson County, Texas, dated May 2, 1979, recorded Volume 112, Page 52, Deed Records, Culberson County, Texas; (Block 65-7, Sections 28 & 29)
- q. EASEMENT from Jerry R. Powell and wife, Nancy Powell to County of Culberson, State of Texas, dated September 28, 1979, recorded Volume 113, Page 88, Deed Records, Culberson County, Texas; (Block 65-8, Sections 4, 5, 8, 17, and 20 and Block 65-7, Sections 25, 28, 29, 35, and 36)



- r. EASEMENT from Jerry R. Powell and wife, Nancy Powell to County of Culberson, State of Texas, dated June 15, 1979, recorded Volume 113, Page 121, Deed Records, Culberson County, Texas; (Block 65-8, Sections 1, 2, 3, 4, 8, 9, 10, 11, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24 and 29, and Block 65-7, Sections 25, 28, 29, 35, 36 and 37, and Block 77, Section 6) and extended by Connecticut General Life Insurance Company, dated February 29, 1988, recorded in Volume 129, Page 309, Deed Records, Culberson County, Texas;
- s. SUBORDINATION AGREEMENT from Culberson County, Texas to Rio Grande Cooperative, Inc., dated December 13, 1976, recorded in Volume 116, Page 823, Deed Records, Culberson County, Texas; (Block 65-7, Sections 20, 28, and 25)
- t. EASEMENT from Connecticut General Life Insurance Company to Continental Telephone of Texas, dated June 17, 1983, recorded Volume 119, Page 900, Deed Records, Culberson County, Texas; (Block 63, Sections 17 and 18)
- u. RATIFICATION AND EXTENSION OF EASEMENT (WITH AMENDMENT) from Jerry R. Powell and wife, Nancy Powell to Culberson County, dated September 28, 1979, recorded Volume 129, Page 261, Deed Records, Culberson County, Texas; (Block 65-8, Sections 4, 5, 8, 17, and 20 and Block 65-7, Sections 25, 28, 29, 35 and 36)
- v. RATIFICATION AND EXTENSION OF EASEMENT from Connecticut General Life Insurance Company to Culberson County, dated June 15, 1979, recorded Volume 129, Page 309, Deed Records, Culberson County, Texas; (Block 65-8, Sections 1, 2, 3, 4, 8, 9, 10, 11, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24 and 29 and Block 65-7, Sections 25, 28, 29, 35, 36 and 37, and Block 77, Section 6)
- w. PUBLIC WORKS EASEMENT from Culberson County, Texas to Town of Van Horn, Texas, dated October 15, 1999, recorded Volume 152, Page 893, Deed Records, Culberson County, Texas; (Block 65-8, Sections 29 and 32)
- x. EASEMENT from County of Culberson to El Paso Electric Company, dated July 2, 2007, recorded Volume 173, Page 313, Deed Records, Culberson County, Texas; (Block 65-8, Sections 28 & 29)
- y. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
- z. Lack of a right of access to and from the land, if applicable will be excepted to on the policy
- aa. Rights of adjoining owners in and to party wall fences where same are situated on common boundary lines;
- ab. Visible or apparent easements on or across the herein described property not of record;
- ac. Any portion of the herein described property that falls within the boundaries of any road or roadway;
- ad. ANY encroachment, encumbrance, violation, or adverse circumstance affecting the title, which may not appear of record, that would be disclosed on an accurate and complete survey of the land;



ae. Rights of parties in possession (Owner Policy only).

af. **NOTE: An Affidavit that is a "Notice of claim to the Ysleta Grant and Aboriginal Title Areas" has been filed. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Snecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. The policy to be issued to you will not except to the Affidavit or claims reflected by the Affidavit**



## **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, a component unit of the CITY OF EL PASO, a Texas municipal corporation (the "**Seller**" or "**EPWater**") and Oliver Olin Wooten, as administrative Trustee of the Olin Wooten Trusts, dated October 2, 2008, and/or Entities (the "**Buyer**"). The Seller and the Buyer may be referred to individually herein as a "**Party**" and collectively as the "**Parties**".

### **RECITALS**

**WHEREAS**, the Seller owns the property described below; and

**WHEREAS**, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and

**WHEREAS**, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and

**WHEREAS**, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code Chapter 253; and

**NOW THEREFORE**, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **AGREEMENT**

**1. Description of Property.** The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in Culberson County, Texas:

Approximately 20,947.96 acres, more or less, in Culberson County, Texas, such property 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 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.



1.2 **Easements.** The Property shall be conveyed to the Buyer subject to all easements, whether of record or not, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

1.3 **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 Six-Million Five-Hundred Thousand and No/100ths Dollars (\$6,500,000.00), (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 Five-Hundred Thousand and No/100ths Dollars (\$500,000.00) (the "**Earnest Money**") with WestStar Title Company LLC, c/o Ms. Janette Coon, 601 N. Mesa Street, El Paso, Texas 79901 (the "**Escrow Agent**") as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when closing occurs.

2.3 **Earnest Money Deposit.** The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

3. **Inspection Period.** For period of sixty (60) 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 for any reason by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest



Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. **Survey.** If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within twenty (20) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. **Title Binder.** Within twenty (20) business days after the Effective Date, Buyer will, at Buyer's expense, deliver or cause to be delivered to Seller a title commitment covering the Property from WestStar Title (the "**Title Company**"), binding the Title Company to issue an Owner's Policy of Title Insurance ("**Owner's Policy**") with respect to the Property in the full amount of the Purchase Price at the Closing (the "**Title Binder**"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer's receipt of the same.

5.1 **Buyer's Approval of Title.** Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("**Non-Permitted Encumbrances**"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "**Permitted Exceptions**"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 **Compliance.** In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. **Representations of the Seller.** The Seller hereby represents, to the extent allowed by law, to the Buyer, that, to its actual knowledge, the following are true in all material respects:

6.1 **Parties in Possession.** At the time of Closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 **Mechanic's Lien.** (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 **Litigation.** There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited



to, claims of damage to persons or Property.

**6.4 Bills Paid.** At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

**6.5 Taxes.** While the Seller owned the Property, the Property was exempt from ad valorem taxes.

**7. Representations of the Buyer.** The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

**7.1 Authority.** The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by the Buyer herein.

**7.2 Non-Contravention.** The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

**7.3 Consents.** No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

**7.4 Bankruptcy.** The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

**7.5 Litigation.** There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.



8. **Closing.** The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "**Closing**") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "**Approval Date**").

8.1 **Amount of Payment of Purchase Price.** The full amount of the Purchase Price, less the earnest money deposit, shall be tendered to Seller at the Closing.

8.2 **Closing Costs.** The Buyer shall be solely responsible for the payment of all costs required to consummate the Closing, including without limitation:

- (a) Any and all recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;
- (b) Any and all premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property;
- (c) Any and all escrow fees; and
- (d) *Intentionally deleted*

All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and the Seller as is customary in real estate transactions closing in El Paso, Texas.

8.3 **Conditions to the Seller's Obligation to Close.** The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement.

8.4 **Seller's Obligations.** At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

- (a) The deed to the Property, in the form attached hereto as Exhibit "B" (the "**Deed**"), (subject to the Permitted Exceptions and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);
- (b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;



- (c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;
- (d) The metes and bounds survey of the Seller's Reservations, if applicable; and
- (e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

**8.5 Buyer's Obligations.** At the Closing, the Buyer shall:

- (a) Pay the Purchase Price;
- (b) Deliver any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and
- (c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

**8.6 Possession.** Possession of the Property will be transferred to the Buyer at Closing.

**8.7 Broker's Fees.** To the extent permitted by law, each Party agrees to release, protect, indemnify, defend and hold the other harmless from and against any and all claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming by, through or under such Party.

**9. Default.**

**9.1 Default by the Buyer.** If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

**9.2 Default by the Seller.** If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

**9.3 Recoverable Damages.** The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default



or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

9.4 **Costs of Enforcement.** Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and reasonable attorney's fees.

9.5 **Return of Property Information.** If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 **Liability of Parties.** Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

#### 10. Miscellaneous.

10.1 **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

**SELLER:** El Paso Water Utilities –Public Service Board  
Attn: John Balliew, President/CEO  
1154 Hawkins Drive  
El Paso, Texas 79925

**Copy to:** El Paso Water Utilities  
Attn: Land-Section 140  
Utility Land and Water Rights Manager  
1154 Hawkins Blvd.  
El Paso, TX 79925  
[AVidales@epwater.org](mailto:AVidales@epwater.org)

**BUYER:** Olin Wooten or Entities  
P.O. Box 820  
Hazlehurst, GA 31539  
[ow@owacc.com](mailto:ow@owacc.com)

10.2 **Entire Agreement/ Governing Law.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or



supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

**10.3 Time.** Time is of the essence of this Agreement and each and every provision hereof.

**10.4 Severability.** If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

**10.5 Survival of Provisions.** The terms contained in all of Section 1; Section 2; Section 3, Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 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.

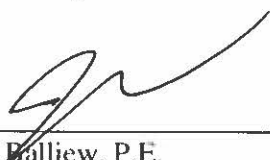
*[Signatures Begin on the Following Page]*



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.

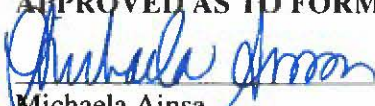
SELLER:

**EL PASO WATER UTILITIES –  
PUBLIC SERVICE BOARD**, a component  
unit of THE CITY OF EL PASO, a Texas  
municipal corporation


By:   
John E. Balliew, P.E.  
President/CEO

Executed on: Oct. 15, 2024

APPROVED AS TO FORM:

  
Michaela Ainsa  
Senior Assistant General Counsel


APPROVED AS TO CONTENT:

  
Alex Vidales  
Utility Land and Water Rights Manager

#### ACKNOWLEDGEMENT

STATE OF TEXAS       §  
                                     §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the 15<sup>th</sup> day of October, 2024, by John Balliew, P.E., President/CEO of the El Paso Water Utilities – Public Service Board.

  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

8-16-2028



*[Signatures Continue on the Following Page]*



BUYER:

Oliver Olin Wooten Trusts, Dated October  
2, 2008, and/or Entities

Oliver Olin Wooten 10-15-24

By: Oliver Olin Wooten 10-15-24  
Oliver Olin Wooten as Administrative Trustee

Executed on: 10-15-24

ACKNOWLEDGEMENT

STATE OF TEXAS §  
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 15<sup>th</sup> day of Oct, 2024, by  
Oliver Olin Wooten of the Olin Wooten Trust

Karen Ritz  
Notary Public, State of Texas Georgia

My Commission Expires:

4/2/2025



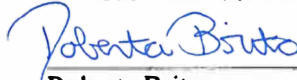


This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2025, which shall be the *Approval Date* for the purpose described herein.

**THE CITY OF EL PASO, TEXAS,**  
a Texas municipal corporation,

By: \_\_\_\_\_  
Dionne L. Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney



This Agreement has been received and reviewed by the Title Company this the 19<sup>th</sup> day of OCTOBER, 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:**

By: Janeth Caon  
Its: SVP, Commercial Escrow  
Manager



**EXHIBIT A**  
**Legal Description of Property**

**SURVEY 1**  
**FIELD NOTES**  
**WEST PART OF WILD HORSE VALLEY FARM**

**FIELD NOTES DESCRIBING A SURVEY OF 18,897.12 ACRES OF LAND IN BLOCK 65, TOWNSHIPS 7 AND 8, T. & P. R.R. COMPANY SURVEY, AND BLOCK 77, PUBLIC SCHOOL SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING** at a 1/2 inch rod in a large stone mound recovered at the Southwest corner of Section 20 and the Northwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, Culberson County, Texas, identified as set by R.W. Baker in 1959, for the Northernmost Northwest corner of this survey, whence a 3/8 inch iron pipe in a stone mound bears S 89° 32' 53" W 18.49 feet, and a 1 1/4 inch GIP marked "SW20, NW25, B65, T7, T. & P., 1959 E.L. PSL B122, 1959" in a large stone mound recovered at the Southeast corner of Section 8 and the Northwest corner of Section 9, Block 122, Public School Land Survey, Culberson County, Texas, identified by R.W. Baker as a corner set by A.H. Parker in his original survey of said Block 122, in October, 1900, bears N 0° 00' 30" W 103.84 feet, a brass cap in concrete marked "SE36, NE37 Block 65 T, T. & P. R.R. Company Survey, KRA-139, 1939" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas, bears S 12° 47' 50" E 49,250.57 feet;

**THENCE** S 89° 55' 50" E 5,703.24 feet along the common line of said Sections 20 and 25, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 19, 20," set for the common corner of Sections 25, 26, 19, and 20 of said Block 65, Township 7, for the Northernmost Northeast corner of this survey;

**THENCE** S 0° 02' 00" W 5,557.37 feet along the common line of Sections 25 and 26, Block 65, Township 7, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 28, 27, set at the common corner of Sections 25, 26, 27 and 28, Block 65, Township 7, for a corner of this survey;

**THENCE** N 88° 59' 18" W 25.00 feet along the common line of Sections 25 and 28, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

**THENCE** S 0° 02' 00" W 1,986.57 feet to a 1/2 inch rod with an aluminum cap marked "PXS RPLS 2198", set for an interior corner of this survey;



THENCE S 45° 02' 00" W 319.61 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 05" W 406.88 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 44° 58' 00" E 319.62 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 2,409.42 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 28 and 37, Block 65, Township 7, for an interior corner of this survey;

THENCE S 89° 52' 15" E 25.00 feet along said common line to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 28, 27, 37, 38" set at the common corner of Sections 28, 27, 37 and 38, Block 65, Township 7, for a corner of this survey;

THENCE S 0° 02' 00" W 5,148.90 feet along the common line of said Sections 37 and 38 to a recovered 1 1/4 inch G.I.P. marked "SE37, SW38, NE2, NW1, B65, T7, T8, T & P, 1959", as set by R.W. Baker in 1959 at the common corner of Sections 37 and 38, Block 65, Township 7, and Sections 2 and 1, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 89° 56' 54" E 4,949.07 feet along the common line of Section 38, Block 65, Township 7, and Section 1, Block 65, Township 8, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a point calculated for the Southeast corner of Section 38, Block 65, Township 7, the Northeast corner of Section 1, Block 65, Township 8, the Southwest corner of Section 43, Block 64, Township 7, and the Northwest corner of Section 4, Block 77, Public School Land Survey, Culberson County, Texas, bears N 89° 56' 57" 283.33 feet;

THENCE S 0° 02' 04" W 4,486.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SWN Part S4 B77, PSL, EL, S1, B65, T8, 1959" stone mound under a fence as set by R.W. Baker in 1959, the Southwest corner of the North part of Section 4, Block 77, Public School Land Survey, bears S 88° 57' 15" E 283.46 feet;

THENCE N 89° 59' 00" W 2,036.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 02" W 659.27 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;



THENCE N 89° 59' 00" W 2,915.42 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198 2, 1, 11, 12," set for an interior corner of this survey, the common corner of Sections 2, 1, 11 and 12 of Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas;

THENCE S 0° 03' 43" W 3,917.70 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 54' 38" W at 1.11 feet pass a 3/4 inch iron pipe at a fence corner, in all 1,320.00 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 03' 42" W 1,319.01 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 11 and 14, Block 65, Township 8, for an interior corner of this survey;

THENCE S 89° 54' 39" E 1,320.00 feet to a 1 1/4 inch G.I.P. marked "SE11, SW12, NE14, NW13, B65, T8, T 7 P, 1959" in a stone mound under a fence as set by R.W. Baker in 1959, the common corner of Sections 11, 12, 13, and 14, Block 65, Township 8, T. & P. R.R. Company Survey for a corner of this survey;

THENCE S 89° 58' 30" E 5,236.70 to a 1 1/4 inch G.I.P. marked "SE12, NE13, B65, T8, T&P, WL B77, PSL, 1959," in a stone mound at a fence corner, as set by R.W. Baker in 1959, the common corner of said Sections 13 and 12 of said Block 65, Township 8, on the West line of said Block 77, for a corner of this survey;

THENCE S 0° 01' 39" W along the East line of said Block 65, Township 8, and the West line of said Block 77 at 5,591.81 feet pass a point, the Southeast corner of Section 13 and the Northeast corner of Section 24 of said Block 65, Township 8, on the West line of said Block 77, at 7,142.17 feet pass a point, the Southwest corner of Section 5 and the Northwest corner of Section 6 of said Block 77 on the East line of said Block 65, Township 8, in all 7,813.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 89° 57' 58" E 3,128.69 along the South line of a 570.00 acre tract of land out of Sections 5 and 6, Block 77, Public School Land Survey, described by metes and bounds in deed recorded in Volume 66, Page 171, of the Deed Records in Culberson County, Texas, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the West right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE S 0° 01' 27" W 102.40 feet along the West right of way line of F.M. Highway 2185 to a point, whence a concrete right of way marker bears N 89° 14' 29" E 101.06 feet, for a corner of this survey;



THENCE S 0° 02' 21" W 2,203.26 feet along said right of way line to a concrete right of way marker on the P.C. of a curve to the right for a corner of this survey;

THENCE along a curve to the right, with a Delta of 89° 58' 49", a radius of 905.21 feet, an arc length of 1,421.59 feet, a Long Chord with a bearing of S 45° 05' 25" W and a length of 1,279.94 feet to a concrete right of way marker recovered on the P.T. of a curve on the North right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE N 89° 58' 52" W along the North right of way line of said F.M. Highway 2185 at 2,222.21 feet pass the common line of said Section 6, Block 77, and Section 24, Block 65, Township 8, from whence a calculated point for the Southeast corner of Section 24 and the Northeast corner of Section 25, Block 65, T8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 62.65 feet, a brass cap in concrete marked "SE36, NE37, B65, T8, T. & P. R.R. Company Survey, KRA 139, 1931" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 10,594.71 feet, in all 7,291.40 feet to a concrete right of way marker on said right of way line for a corner of this survey;

THENCE N 89° 58' 30" W along the North right of way line of said F.M. Highway 2185 at 169.14 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch GIP marked "SE23, SW24, NW25, NE26, B65, T8, T&P, offset 13.45 varas North 1959" in stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 06" W 100.95 feet, at 5,493.77 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch G.I.P. marked "NE27, NW26, SE22, SW23, B65, T8, T&P, offset 14.8 varas North, 1959" in a stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 57" W 101.70 feet, in all 5,999.64 feet to a concrete right of way marker for a corner of this survey;

THENCE N 89° 56' 22" W along the North right of way line of Highway 2185 at 4,818.87 feet pass the common line of Sections 21 and 22 of said Block 65, from whence a 1 1/4 inch GIP marked "SW22, SE21, NE28, NW27, B65, T8, T&P, offset 14.5 varas North 1959" in stone mound as set by R.W. Baker in 1959, bears S 0° 02' 03" W 102.92 feet, in all 10,102.14 feet to a concrete right of way marker on the P.C. of a curve to the left, for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SE20, SW21, NE29, NW28, B65, T8, T&P, offset 17.46 varas North, 1959" in a stone mound under fence as set by R.W. Baker in 1959, bears S 21° 57' 18" W 115.76 feet;

THENCE along the North right of way line of F.M. Highway 2185, a curve to the left with a Delta of 45° 32' 14", a Radius of 1,484.34 feet, an Arc Length of 1,179.72 feet and a Long Chord with a bearing of S 66° 56' 44" W and a distance of 1,148.91 feet, to a concrete right of way marker on the P.T. of a curve for a corner of this survey;



THENCE S 44° 31' 25" W 359.30 feet along the Northwest right of way of F.M. Highway 2185 to a concrete right of way marker on the P.C. of a curve for a corner of this survey;

THENCE along said right of way along and curve to the left with a Delta of 44° 38' 58", a Radius of 1,492.91 feet an Arc Length of 1,163.39 feet and a Long Chord with a bearing of S 22° 01' 33" W and a distance of 1,134.18 feet to a concrete right of way marker on the P.T. of curve for a corner of this survey;

THENCE S 0° 05' 09" E 4.11 feet, along the West right of way line of F.M. Highway 2185 to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" for a corner of this survey;

THENCE S 89° 34' 49" W along a fence at 3,629.78 feet pass the common line of Sections 29 and 30 of said Block 65, in all 8,953.43 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of the G.W. Russ Survey, Block G and Block 65, Township 8, for the Southwest corner of this survey, from whence a 5/8 inch rod in a stone mound bears N 03° 42' 33" W 90.71 feet and a fence corner bears S 89° 34' 49" W 186.09 feet;

THENCE N 0° 01' 10" E along the West line of Block 65, Township 8, and the East line of the G.W. Russ Survey, Block G, at 1,333.25 feet pass a 1 1/4 inch GIP marked "SE13, B-G," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 13 and the Northeast corner of Section 11 of said Block G, in all 1,777.01 feet to a 1 1/4 inch GIP marked "SW19, NW30, B65, T8, T&P, 1959" as set by R.W. Baker in 1959 the Southwest corner of Section 19 and the Northwest corner of Section 30 of said Block 65, Township 8, for a corner of this survey;

THENCE N 00° 00' 56" E 3,005.48 feet along the common line of Block 6, G.W. Russ Survey, and Block 65, Township 8, T. & P. R.R. Company Survey, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the Southeast right of way line of State Highway 54, for a corner of this survey;

THENCE N 15° 49' 01" E 140.43 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 17" E along the Southeast right of way line of State Highway 54, at 2,441.01 feet pass the common line of Sections 18 and 19, Block 65, Township 8, T. & P. R.R. Company Survey, from whence a 1 1/4 inch GIP marked "SW18, NW19, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, the Southwest corner of Section 18 and the Northwest corner of Section 19, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 45" W 703.13 feet, at 8,247.60 feet pass the common line of Section 7 and 18 of said Block 65, Township 8, from whence a 1 1/4 inch G.I.P. marked "SW7, NW18, B65, T8, T&P, 1959" as set by R.W. Baker in 1959, for the Southwest corner of Section 7 and the Northwest corner of Section 18, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 54" W 2,284.33 feet, in all 8,401.73 feet to a concrete right of way marker for a corner of this survey;



THENCE N 15° 49' 25" E 900.07 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 14" E 4,382.20 feet along said right of way line to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 6 and 7 of said Block 65, Township 8, for a corner of this survey;

THENCE S 89° 58' 54" E 1,542.66 feet along said common line to a 1 1/4 inch G.I.P. marked "SE6, SW5, NE7, NW8, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959 at the common corner of Sections 5, 6, 7, and 8, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 07' 46" E 5,149.70 feet along the common line of said Sections 5 and 6 to a 1 1/4 inch G.I.P. marked "SE33, SW34, NE6, NW5, T7, T8, B65, T&P, 1959" in a stone mound as set by R.W. Baker, the common corner of Sections 33 and 34, Township 7 and Sections 5 and 6, Township 8, Block 65, T. & P. R.R. Company Survey, for a corner of this survey;

THENCE S 89° 56' 09" E 5,325.44 feet along the common line of Section 34, Township 7, and Section 5, Township 8, to a 1 1/4 inch G.I.P. marked "SE34, SW35, NE5, NW4, B65, T-7, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, for the common corner of Sections 34 and 35, Township 7, and Sections 4 and 5, Township 8, said Block 65, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 01' 09" E along the common line of Sections 34 and 35 of said Block 65, at 5,146.67 feet pass a point for the common corner of Sections 30, 31, 34 and 35, of said Block 65, Township 7, in all 10,486.38 feet to a recovered 1 1/4 inch G.I.P. marked "NE31, NW30, B65, T7, T&P, S.L. 10, B122, PSL 1959" in a stone mound as set by R.W. Baker in 1959, the Northeast corner of Section 31 and the Northwest corner of Section 30, Block 65, Township 7, T. & P. R.R. Company Survey, for a corner of this survey, from whence a 3/4 inch G.I.P. marked "SW10, B122, PSL, SE24, B65, T7" in a stone mound, as recovered and identified by R.W. Baker as the Southwest corner of Section 10, Block 122, Public School Land Survey, and as corner set by A.H. Parker in October 1900, bears N 89° 54' 47" W 515.40 feet;

THENCE N 89° 58' 07" E 4,894.47 feet, to a 1 1/4 inch G.I.P. marked "SE10, SW9, B122, PSL," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 10 and the Southwest corner of Section 9, Block 122, Public School Land Survey for a corner of this survey; whence a 1" IP in a stone mound bears S 79° 41' 45" E 488.87 feet;



THENCE S 89° 57' 46" E at 440.50 feet pass a point, the Northeast corner of Section 30 and the Northwest corner Section 29 of said Block 65, Township 7, in all 5,389.55 feet to a 1 1/4 inch G.I.P. marked "SE9, B122, PSL, SW25, B65, T7, T&P 1959," in a stone mound as recovered and identified by R.W. Baker in 1959, as corner set by A.H. Parker in October 1900, for the Southeast corner of Section 9, Block 122, Public School Land Survey, and the Southwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, whence a large stone mound recovered at the common corner of Sections 25, 28 and 29, Block 65, Township 7, bears S 89° 57' 27" E 385.91 feet, for an interior corner of this survey;

THENCE N 0° 04' 13" E 5,470.05 feet along the East line of said Section 9, Block 122, and the West line of said Section 25, to the place of beginning.

Containing 18,890.82 acres of land more or less.



**SURVEY 2  
FIELD NOTES  
EAST PART OF WILD HORSE VALLEY FARM**

**FIELD NOTES DESCRIBING A SURVEY OF 2,057.14 ACRES OF LAND IN BLOCK 63, PUBLIC SCHOOL LAND SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING at a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 3, 6, 5", set at the Northeast corner of Section 6 and the Northwest corner of Section 5, Block 63, on the South line of Section 3, Block 77, Public School Land Surveys, Culberson County, Texas, whence a 1 1/4 inch G.I.P. marked "SE46, SW47, B64, T7, TXL, 1958" as set by R.W. Baker in 1958, the Southeast corner of Section 46 and the Southwest corner of Section 47, Block 64, Township 7, T. & P. R.R. Company Survey, on the North line of Section 3, of said Block 77, bears N 78° 37' 21" E 12,914.19 feet, for the Northeast corner of this survey;

THENCE N 89° 58' 41" W 748.85 feet along the North line of said Section 6, Block 63, and the South line of said Section 3, Block 77, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse draw for a corner of this survey;

THENCE along the center line meanders of Wild Horse Draw as follows:

S 46° 45' 32" W	115.09 feet to a 60 D Nail;
S 17° 32' 53" W	156.02 feet to a 60 D Nail;
S 05° 53' 25" W	136.66 feet to a 60 D Nail;
S 53° 10' 21" W	196.55 feet to a 60 D Nail;
S 24° 35' 14" W	58.35 feet to a 60 D Nail;
S 09° 25' 29" E	209.74 feet to a 60 D Nail;
S 67° 56' 05" W	54.52 feet to a 60 D Nail;
N 81° 14' 19" W	47.09 feet to a 60 D Nail;
N 36° 37' 19" W	117.69 feet to a 60 D Nail;
N 84° 52' 00" W	46.42 feet to a 60 D Nail;
S 57° 31' 08" W	267.39 feet to a 60 D Nail;
S 20° 35' 58" E	62.50 feet to a 60 D Nail;
S 39° 27' 36" E	152.96 feet to a 60 D Nail;
S 26° 41' 27" E	86.22 feet to a 60 D Nail;
S 17° 37' 20" W	57.77 feet to a 60 D Nail;
S 64° 50' 46" W	130.91 feet to a 60 D Nail;
S 15° 49' 40" W	101.84 feet to a 60 D Nail;



S 27° 16' 41" E	90.49	feet to a 60 D Nail;
S 31° 18' 49" W	196.82	feet to a 60 D Nail;
S 05° 07' 14" W	72.10	feet to a 60 D Nail;
S 65° 26' 04" E	140.95	feet to a 60 D Nail;
S 30° 06' 13" W	87.63	feet to a 60 D Nail;
S 78° 42' 02" W	103.24	feet to a 60 D Nail;
N 49° 45' 33" W	75.19	feet to a 60 D Nail;
S 81° 37' 58" W	30.09	feet to a 60 D Nail;
S 57° 01' 51" W	237.13	feet to a 60 D Nail;
N 59° 34' 22" W	140.78	feet to a 60 D Nail;
S 88° 33' 20" W	44.79	feet to a 60 D Nail;
S 33° 33' 00" W	69.98	feet to a 60 D Nail;
S 03° 27' 04" W	122.19	feet to a 60 D Nail;
S 52° 59' 06" W	29.86	feet to a 60 D Nail;
N 63° 24' 13" W	65.84	feet to a 60 D Nail;
N 46° 08' 01" W	93.08	feet to a 60 D Nail;
S 84° 31' 05" W	80.03	feet to a 60 D Nail;
S 72° 50' 15" W	187.30	feet to a 60 D Nail;
S 62° 51' 25" W	129.08	feet to a 60 D Nail;
S 44° 36' 39" W	266.17	feet to a 60 D Nail;
N 65° 48' 24" W	42.33	feet to a 60 D Nail;
N 31° 47' 56" W	117.83	feet to a 60 D Nail;
N 47° 48' 16" W	104.23	feet to a 60 D Nail;
N 70° 35' 14" W	100.19	feet to a 3/4 inch iron pipe;
S 78° 19' 55" W	53.68	feet to a 60 D Nail;
S 48° 38' 38" W	65.23	feet to a 60 D Nail;
S 39° 18' 25" W	77.38	feet to a 60 D Nail;
S 71° 44' 36" W	37.50	feet to a 60 D Nail;
N 81° 58' 56" W	81.43	feet to a 60 D Nail;
N 63° 25' 26" W	72.06	feet to a 60 D Nail;
S 74° 41' 01" W	48.39	feet to a 3/4 inch iron pipe;
S 23° 37' 53" W	214.26	feet to a 60 D Nail;
S 58° 52' 01" W	283.32	feet to a 60 D Nail;
S 05° 25' 07" W	261.50	feet to a 1 1/4 inch iron pipe;
S 18° 28' 27" E	540.39	feet to a 60 D Nail;
S 26° 04' 15" E	453.94	feet to a 60 D Nail;
S 37° 32' 26" W	352.17	feet to a 60 D Nail;
S 09° 20' 15" E	205.05	feet to a 60 D Nail;
S 25° 55' 01" E	176.50	feet to a 60 D Nail;
S 56° 45' 15" E	475.85	feet to a 60 D Nail;
S 66° 53' 57" E	198.04	feet to a 60 D Nail;
S 62° 20' 06" E	471.04	feet to a 60 D Nail;
S 44° 07' 30" E	369.46	feet to a 60 D Nail;
S 35° 54' 07" E	121.04	feet to a 60 D Nail;
S 79° 55' 38" E	191.23	feet to a 60 D Nail;

THENCE S 35° 37' 47" E along said draw at 151.46 feet pass a point on the common line of Sections 6 and 7, Block 63, Public School Land Survey, whence a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set at the common corners of Sections 6, 5, 7, and 8 of said Block 63, bears S 89° 58' 57" E 1,910.99 feet, in all 351.87 feet;



THENCE continuing with said Wild Horse Draw meanders as follows:

S 77° 03' 14" E 241.46 feet to a 60 D Nail;  
S 35° 44' 14" E 191.38 feet to a 60 D Nail;  
S 18° 56' 50" E 260.79 feet to a 60 D Nail;  
S 28° 20' 24" E 87.69 feet to a 60 D Nail;  
S 37° 02' 59" W 46.30 feet to a 60 D Nail;  
S 82° 17' 23" W 129.79 feet to a 60 D Nail;  
S 43° 59' 15" W 110.57 feet to a 60 D Nail;  
S 11° 16' 36" E 134.77 feet to a 60 D Nail;  
S 49° 07' 06" E 414.05 feet to a 60 D Nail;  
S 38° 56' 55" E 287.64 feet to a 60 D Nail;  
S 03° 06' 17" W 220.20 feet to a 60 D Nail;  
S 36° 40' 53" E 409.16 feet to a 60 D Nail;  
S 53° 02' 19" E 131.22 feet to a 60 D Nail;  
N 85° 44' 58" E 148.60 feet to a 60 D Nail;  
S 53° 40' 06" E 122.81 feet to a 60 D Nail;  
S 12° 41' 17" E 61.21 feet to a 60 D Nail;  
S 21° 48' 36" W 68.53 feet to a 60 D Nail;  
N 82° 46' 06" W 196.42 feet to a 60 D Nail;  
S 73° 43' 17" W 92.63 feet to a 60 D Nail;  
S 19° 00' 34" W 163.94 feet to a 60 D Nail;  
S 43° 46' 57" E 176.46 feet to a 60 D Nail;

THENCE S 60° 08' 40" E 178.78 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the South line of the North half of said Section 7, for an interior corner of this survey;

THENCE N 89° 59' 05" W 3,764.13 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE S 0° 01' 27" W 1,320.00 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE N 89° 59' 06" W 941.19 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the East right of way line of F.M. 2185 for a corner of this survey;

THENCE S 0° 01' 27" W along said right of way, at 1,321.24 feet pass the common line of Sections 7 and 18 of said Block 63, in all 6,502.17 feet to a concrete right of way marker, whence a 1 1/4 inch G.T.P. marked "NE6, SW5, B77, PSL, WL18, B63, 19.1 varas E," in a stone mound under a fence, as set by R.W. Baker in 1959, bears N 7° 31' 17" W 778.93 feet, for a corner of this survey;

THENCE S 0° 01' 21" W 101.86 feet along the East right of way line of said F.M. Highway 2185, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Section 18 and Section 19 of said Block 63, for the Southwest corner of this survey, whence a railroad spike recovered in the pavement centerline of F.M. 2185, bears N 88° 37' 05" W 50.30 feet, a point calculated at the Southwest corner of Section 18 and the Northwest



corner of Section 19 of said Block 63, on the East line of Block 77, Public School Land Survey, bears N 89° 59' 29" W 49.25 feet, from whence a 4 inch by 4 inch concrete monument with brass cap marked "N.W. 6 UT Block 48" recovered at the Northwest corner of Block 48 University Land Survey, bears S 0° 37' 14" W 5,310.05 feet;

THENCE S 89° 59' 29" E at 5,225.10 feet pass a point calculated at the common corner of Sections 18, 17, 19 and 20 of said Block 63, in all 10,499.45 feet to a 1 inch G.I.P. recovered flush with road, at the common corner of Sections 17, 16, 20 and 21, for the Southeast corner of this survey, and an interior corner of the Southwest Sunsites Subdivision, as per plat recorded in Volume 5 Pages 23-28, of the plat records of Culberson County, Texas, from whence a 1 inch iron pipe marked "17, 16, 20, 21", at a fence corner bears N 48° 42' 17" W 122.88 feet;

THENCE N 0° 01' 39" E 5,281.88 feet, along the common line of Sections 17 and 16, and along the West line of said subdivision, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 8, 9, 17, 16" set at the common corner of Section 8, 9, 17 and 16 of said Block 63, for a corner of this survey, whence a 6 inch iron pipe 6 feet high, bears N 67° 17' 56" E 15.99 feet;

THENCE N 89° 59' 14" W 2,962.41 feet along the common line of Sections 8 and 9 of said Block 63, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse Draw, for an interior corner of this survey;

THENCE along the centerline meanders of Wild Horse Draw as follows:

N 05° 20' 39" W	804.62 feet to a point;
N 61° 35' 11" E	137.90 feet to a point;
N 39° 10' 27" E	178.60 feet to a point;
N 8° 31' 59" E	199.50 feet to a point;
N 26° 47' 24" W	154.60 feet to a point;
N 40° 12' 51" W	217.30 feet to a point;
N 58° 40' 43" W	614.60 feet to a point;
N 39° 49' 17" W	310.12 feet to a point;
N 68° 15' 40" W	698.10 feet to a point;
N 67° 14' 41" W	187.60 feet to a point;
N 62° 09' 10" W	195.60 feet to a point;

THENCE N 77° 56' 29" W 584.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 8 and 7 of said Block 63, for a corner of this survey;

THENCE N 0° 01' 39" E at 2,674.14 feet, pass a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set on the common corner of Sections 5, 6, 7 and 8 of said Block 63, in all 7,956.42 feet to the place of beginning;

Containing 2,057.14 acres of land more or less.



And said West part and East part (pages 1 through 11 above) of Wild Horse Valley Farm being the same property as that described in Deed to Connecticut General Life Insurance Company recorded in Volume 141, Page 142, Deed Records, Culberson County, Texas, as follows:

Wild Horse Farm

EXHIBIT A

The following described land is all in Culberson County, Texas, to-wit:

All of SECTION 25, 26, 27, 30, 33, 36 and 37, Block 65, Township 7, T&P RR Co. Survey;

All of SECTIONS 2, 3, 4, 5, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23 and 24, all in Block 65, Township 8, T&P RR Co. Survey;

All of SECTION 1, Block 65, Township 8, T&P RR Co. Survey, containing 619.31 acres, SAVE AND EXCEPT 64.04 acres off the East side. A metes and bounds description is as follows:

BEGINNING at the Northwest corner of SECTION 4, Block 77, Public School Land, and the Northeast corner of SECTION 1, Township 8, Block 65;

THENCE South along the East line of SECTION 1, Township 8, Block 65, 1050 varas to a point for the Southeast corner of this tract; and the Southeast corner of said SECTION 1;

THENCE West along the South line of said SECTION 1 a distance of 835 varas for the Southwest corner of this tract;

THENCE North parallel with the East line of SECTION 1 a distance of 235 varas to a point;

THENCE East parallel with the South line of said SECTION 1 a distance of 733 varas to a point;

THENCE North parallel with the East line of said SECTION 1 a distance of 1613 varas to a point in the North line of said SECTION 1;

THENCE East along the North line of said SECTION 1 a distance of 102 varas to the Northeast corner of said SECTION 1, and the beginning point of this tract.

All of SECTION 11, Block 65, Township 8, T&P RR Co. Survey, SAVE AND EXCEPT forty (40) acres out of the Southeast corner of said Section described as follows, to-wit:

BEGINNING at the Southeast corner of said SECTION 11, Township 8, Block 65, said corner being the common corner for SECTIONS 11, 12, 13 and 14, Township 8, Block 65;

THENCE North along the East line of SECTION 11, a distance of 1320 feet to a point;

THENCE West and parallel to the South line of SECTION 11, a distance of 1320 feet to a point;

THENCE South and parallel to the East line of SECTION 11, a distance of 1320 feet to a point in the South line of SECTION 11;

THENCE East along the South line of SECTION 11, a distance of 1320 feet to the place of beginning, containing in all 40 acres;

Said SECTION 11 containing 602 acres, more or less, excluding said 40 acres.

The South 208 acres, more or less, of SECTION 4, Block 77, Public School Lands Survey, Culberson County, Texas, described as follows, to-wit:

BEGINNING at the Northeast corner of SECTION 25, Township 8, Block 65, T&P RR Co. Survey, for the Southwest corner of this tract;

THENCE North 1645.56 feet with the East line of SECTION 24, to the Northwest corner of this tract;

THENCE East 3126.5 feet parallel to the North line of SECTION 4 to the Northeast corner of this tract with the Northeast corner lying on the West line of SECTION 19, Block 63, Public School Land;



THENCE South approximately 1845.56 feet along the East line of SECTION 6 and the West line of SECTION 19 to the point of intersection by the North boundary line of F.M. Road No. 2185 right-of-way for the Southeast corner of this tract;

THENCE Southwesterly around curve to the right, 1421.3 feet to the end of said curve, the long chord of which is 1250.37 feet, South 45 degrees West;

THENCE West 2222.9 feet with said right-of-way to the beginning of this tract which is the Northeast corner of SECTION 25, Township 8, Block 65, T&P RR Co. Survey, Culberson County, Texas.

A tract of land out of SECTION 29, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 29, S.E. 19, S.W. 20, N.E. 30, Block 65, Township 8, from which a brass cap in concrete and a large stone mound, the original Northeast corner of SECTION 37 in said Block and Township bears East 9552.32 varas and South 3814.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 29, and 30, Block 65, Township 8, T&P RR Co. Survey, Culberson County, Texas, and the Northwest corner of this tract;

THENCE South along the East line of SECTION 30, at 494.50 varas pass the South line of the North Half of the North Half (N/2 N/2) SECTION 29, 618.45 varas in all to a point in an east-west fence line for the Southwest corner of this tract;

THENCE East along said fence line 1304.33 varas to a point in the West right-of-way line of F.M. Highway No. 2185 for the Southeast corner of this tract;

THENCE North along the West right-of-way line of F.M. Highway No. 2185, 1.7 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeasterly along the West right-of-way line of F.M. Highway No. 2185 and along the arc of a 3 degree 52' curve to the right, radius 333.76 varas, the chord of which bears North 21 degrees 37' East 408.3 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE North 44 degrees 30' East along the West right-of-way line of F.M. Highway No. 2185, 129.2 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeasterly along the arc of a 3 degree 52' curve to the right, radius 333.76 varas, the chord of which bears North 58 degrees 13' East 239.0 varas to a point in the intersection of the West right-of-way line of F.M. Highway No. 2185 and the North line of SECTION 19 for the Northeast corner of this tract;

THENCE West along the North line of SECTION 29, 1768.38 varas to the PLACE OF BEGINNING, containing 136.39 acres of land.

A tract of land out of SECTION 19, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 20, S.E. 19, N.W. 30, N.E. 30, Block 65, Township 8, from which a brass cap in concrete and a large old stone mound, the original Northeast corner of SECTION 37, Block 65, Township 8, bears East 9552.32 varas and

South 3814.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 29 and 30, Block 65, Township 8, T&P RR Co. Survey, THENCE North along the West line of SECTION 19, Block 65, Township 8, 1864.1 varas to a 3/4" iron pipe in the East right-of-way line of State Highway No. 34 for a corner of this tract;

THENCE North 15 degrees 49' East along the East right-of-way line of State Highway No. 34, 949.9 varas to a 3/4" iron pipe in the South



line of SECTION 18, Block 63, Township 8 for the Northwest corner of this tract;

THENCE East along the South line of said SECTION 18, 1637.48 varas to a 1-1/4" galvanized iron pipe marked S.W. 17, S.E. 18, N.E. 19, N.W. 20, Block 63, Township 8 for the common corner of SECTIONS 17, 18, 19 and 20 and the Northeast corner of this tract;

THENCE South along the East line of SECTION 19, 1978.0 varas to the PLACE OF BEGINNING, containing 630.49 acres of land.

A tract of land out of SECTION 20, Block 63, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at the Northeast corner of Survey No. 30, Block 63, Township 8, T&P RR Co. Survey for the Northeast corner of this tract;

THENCE South 607.9 varas with the East line of said Survey No. 30, the Northeast corner of the South part in said line of the Southwest corner of this Survey;

THENCE West 1839 varas with the North line of this North part to the Northwest corner of same in said line, for the Southwest corner of this Survey;

THENCE North 607.9 varas with the West line of said Survey No. 30 to the Northwest corner of same, for the Northwest corner of this Survey;

THENCE East 1839 varas with the North line of said Survey No. 30, to the PLACE OF BEGINNING, containing 108 acres of land, more or less.

A tract of land out of SECTION 7, Block 63, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 3, S.E. 6, N.W. 8, N.E. 7, Block 63, Township 8, from which a brass cap in concrete and a large old stone mound, the original Northeast corner of SECTION 17, Block 63, Township 8 bears East 9352.32 varas and South 9490.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 3, 6, 7 and 8, Block 63, Township 8, T&P RR Co. Survey, Culberson County, Texas, and the Northeast corner of this tract;

THENCE West along the North line of SECTION 7, 333.08 varas to a 3/4" iron pipe in the East right-of-way line of State Highway No. 54 for the Northwest corner of this tract;

THENCE South 14 degrees 10' West along the East right-of-way line of said Highway No. 54, 1946.1 varas to a 3/4" iron pipe in the North line of SECTION 18 for the Southwest corner of this tract;

THENCE East along the North line of SECTION 18, 1028.78 varas to a 1-1/4" iron pipe marked S.W. 6, S.E. 7, N.W. 17, N.E. 18, Block 63, Township 8, for the common corner of SECTIONS 7, 8, 17 and 18, and the Southeast corner of this tract;

THENCE North along the East line of SECTION 7, 1865.0 varas to the PLACE OF BEGINNING, containing 264.14 acres of land.

The North Half (N/2) of that portion of SECTION 18, Block 63, Township 8, T&P RR Co. Survey lying East of State Highway 54, containing approximately 312.50 acres, more or less, and being Tract 2 in deed from Perkins and Co., Inc. to William Kimple, dated May 14, 1963, recorded in Volume 71, Page 340, Deed Records of Culberson County, Texas.

The South Half (S/2) SECTION 18, Block 63, Township 8, T&P RR Co. Survey, containing about 339.45 acres, more or less, and more specifically described as follows:

BEGINNING at the Southwest corner of SECTION 18;

THENCE West along the South line of SECTION 18, 1637.48 varas to the East line of the right-of-way of State Highway No. 54;



THENCE Northeasterly along the said right-of-way a point about 1006.3 varas due North in a perpendicular line from the South line of SECTION 18;

THENCE East to the East line of SECTION 18 at a point about 1006.3 varas North of the Southeast corner of SECTION 18;

THENCE South about 1006.3 varas along the East line of SECTION 18 to the POINT OF BEGINNING;

And being Tract 2 as described in Deed from Perkins & Co., Inc. to Walter Luna, et al., dated May 14, 1963, recorded in Volume 71, Pages 346-348, Deed Records of Culberson County, Texas.

**SAVE AND EXCEPT:**

1. That certain two acre tract located in and being a part of Survey 28, Block 63, Township 7, T&P Ry. Co. Survey, as described in deed from R. B. Durrill, et ux. to Capitan Co., a corporation, dated the 3rd day of April 1959, and recorded in Volume 63, pages 238-239, Deed Records of Culberson County, Texas.

2. That certain tract of 4.291 acres, more or less, located in and being a part of Survey 28, Block 63, Township 7, T&P Ry. Co. Survey, described in deed from R. B. Durrill, et ux. to Capitan Company, a corporation, dated the 5th day of March, 1960, and recorded in Volume 66, at pages 83-84, Deed Records of Culberson County, Texas.

The following described land in Culberson County, Texas, to-wit:

**PART I:**

All of SECTIONS 17 and 18, Block 63, Public School Lands Survey;

The South Half (S/2) of SECTION 7, Block 63, Public School Lands Survey, **SAVE AND EXCEPT** 30 acres being the West 3/4 of the Northwest quarter of the Southwest quarter of said SECTION 7, more fully described as follows, to-wit:

**BEGINNING** at the Northwest corner of the Southwest quarter of said SECTION 7, which point is in the West line of said SECTION 7, and is 950.4 varas South of the Northwest Corner of said SECTION 7;

THENCE East 956.4 varas;

THENCE South 475.2 varas;

THENCE West 356.4 varas to the West line of said SECTION 7;

THENCE North 475.2 varas along the West line of said SECTION 7, to the PLACE OF BEGINNING.

87.2 acres of land out of SECTION 8, Block 63, Public School Lands Survey, and being that portion of said SECTION 8 lying South and West of Wild Horse Creek;

Said Part I consisting of 1,590 acres, more or less.

**PART II:**

**Tract One:**

130.3 acres, more or less, described by notes and bounds as follows: known as a part of the S/2 of SECTION 6, Block 63, Public School Lands Survey;

**BEGINNING** at the NE corner of this tract, in the North line of Survey No. 6, No. 63, P.S.L., from which the NE corner of said Survey No. 6 bears East 101.0 varas; the SE corner of Block 63, the SW corner of Block 64, Township 7, and the NE corner of Block 63, Township 8, T&P RR Co. Surveys, bears North 916 varas and West 2,943 varas.

THENCE West 157.5 varas with the North line of said Survey No. 6, to a corner of this tract in the bed of Wild Horse Creek.



THENCE along the bed of Wild Horse Creek, with its meanders: -S 44 degrees 20' W 72.7 varas; S 1-degree 28' W 94.1 varas; S 51 degrees 20' W 69.3 varas; S 15 degrees 08' W 30.2 varas; S 8 degrees 28' E 67.3 varas; S 83 degrees 02' W 23.4 varas; N 49 degrees 49' W 38.3 varas; S 57 degrees 35' W 99.0 varas; S 30 degrees 33' E 111.4 varas; S 42 degrees 23' W 36.0 varas; S 61 degrees 34' W 18.3 varas; S 3 degrees 14' E 89.8 varas; S 24 degrees 02' W 76.0 varas; S 36 degrees 25' E 98.1 varas; S 57 degrees 33' W 45.0 varas; N 75 degrees 00' W 54.0 varas; S 56 degrees 16' W 78.8 varas; N 68 degrees 41' W 64.8 varas; S 27 degrees 51' W 36.3 varas; S 6 degrees 23' W 36.8 varas; N 86 degrees 54' W 21.6 varas; N 51 degrees 23' W 31.8 varas; S 71 degrees 16' W 112.1 varas; S 30 degrees 17' W 37.6 varas; to a corner of this tract in the West line of the NE 1/4 of said Survey No. 6;

THENCE South with the West line of the E 1/2 of said Survey No. 6, at 200.2 varas the SW corner of the NE 1/4 and the NW corner of the SE 1/4 and at 547 varas the SW corner of this tract in the West line of the East 1/2 of said Survey No. 6;

THENCE East 837.31 varas to the SE corner of this tract;

THENCE N 0 degrees 31' E at 346.8 varas the North line of the SE 1/4 and the South line of the NE 1/4 of said Survey No. 6, and at 1296.8 varas the PLACE OF BEGINNING; and

**Tract Two:**

A tract of 12.4 acres of land out of the NE 1/4 of Survey No. 6, Block No. 63, Public School Land Survey, described by notes and bounds as follows:

BEGINNING at a point in the center of Survey No. 6, the Southeast corner of the Northeast Quarter of Survey No. 6 and the Southeast and beginning corner of this tract;

THENCE North, along the East line of the Northwest Quarter of Survey No. 6, a distance of 200.2 varas to a point the Northeast corner of this tract;

THENCE S 30 degrees 17' West along the center of Wild Horse Creek, 80.4 varas;

THENCE N 40 degrees 08' W along the center of Wild Horse Creek, 81.1 varas;

THENCE N 75 degrees 33' W along the center of Wild Horse Creek, 55.8 varas;

THENCE S 48 degrees 35' W along the center of Wild Horse Creek, 60.1 varas;

THENCE N 83 degrees 17' W along the center of Wild Horse Creek, 77.3 varas;

THENCE S 24 degrees 47' W along the center of Wild Horse Creek, 82.5 varas;

THENCE S 63 degrees 57' W along the center of Wild Horse Creek, 94.2 varas;

THENCE S 4 degrees 54' W along the center of Wild Horse Creek, 78.7 varas; the Southwest corner of this tract;

THENCE East 416.7 varas to the PLACE OF BEGINNING; and

**Tract Three:**

A tract of 22.5 acres of land out of the SW 1/4 of Survey No. 6, Block 63, Public School Land Survey, described by notes and bounds as follows:

BEGINNING at a point in the center of Survey No. 6, the Northeast corner of the Southwest Quarter of Survey No. 6, and the Northeast and beginning corner of this tract;



THENCE West, along the North line of the SW/4, 416.7 varas to a point in the center of Wild Horse Creek, The Northwest corner of this tract;

THENCE S 4 degrees 34' W along the center of Wild Horse Creek, 36.7 varas;

THENCE S 30 degrees 33' E along the center of Wild Horse Creek, 163.2 varas;

THENCE S 33 degrees 33' E along the center of Wild Horse Creek, 47.1 varas;

THENCE S 36 degrees 50' E along the center of Wild Horse Creek 121.1 varas;

THENCE S 27 degrees 49' E along the center of Wild Horse Creek, 4.7 varas to a point, the Southwest corner of this tract;

THENCE E 294.2 varas to a point in the East line of the Southwest Quarter of Survey No. 6, the Southeast corner of this tract;

THENCE N along the East line of the Southwest Quarter, 346.8 varas to the PLACE OF BEGINNING, and

**Tract Four:**

A tract of 26.42 acres of land out of the E/2 of Survey No. 6, Block 43, Public School Land, described by metes and bounds as follows:

BEGINNING at the Northeast corner of Survey No. 6, the Northeast and beginning corner of this tract;

THENCE South, along the East line of Survey No. 6, at 950 varas pass the Southeast corner of this Northeast Quarter of Survey No. 6, in all 1443.8 varas to a point; the Southeast corner of this tract;

THENCE West 72 varas to a point, a corner of this tract;

THENCE North 147 varas to a point, the oil corner of this tract;

THENCE West 40.69 varas to a point, a corner of this tract;

THENCE North 0 degrees 31' E at 346.8 varas pass the North line of the Southeast Quarter of Survey No. 6, in all 1296.8 varas to a point in the North line of Survey No. 6, the Northwest corner in this tract;

THENCE East, along the North line of Survey No. 6, a distance of 101.0 varas to the PLACE OF BEGINNING.

**Tract Five:**

BEGINNING at the Southeast corner of SECTION 6;

THENCE West along the South line of SECTION 6, 717.7 varas to the center of Wild Horse Creek;

THENCE along the bed of Wild Horse Creek the following courses and distances: North 28 degrees 13' West 6.5 varas; North 71 degrees 12' West 61.4 varas; North 41 degrees 04' West 225 varas; North 55 degrees 23' West 59.7 varas; North 41 degrees 28' West 140.9 varas; North 80 degrees 55' West 105.8 varas; North 23 degrees 38' West 152.5 varas; North 4 degrees 12' West 127.6 varas; North 38 degrees 48' East 39.9 varas; South 51 degrees 40' East 76.2 varas; North 51 degrees 38' East 28.0 varas; North 27 degrees 45' West 60.4 varas;

THENCE East 1,172.2 varas;

THENCE South 147 varas;

THENCE East 72 varas to the East line of SECTION 6, 456.2 varas to the PLACE OF BEGINNING, and



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beginning at the Northeast corner of SECTION 7, Block 52, Public School Land, for the Northwest corner of this tract, from which the Southwest corner of Block No. 54, the Southwest corner of Block No. 55, 187 Mo. 6, 747 N. Co. Survey, bears North 2,818 yards and West 3,846 yards;

THENCE West along the North line of SECTION 7, and being also the South line of SECTION 6, a distance of 717.7 yards to the center of Wild Horse Creek for the Northwest corner of this tract;

THENCE along the bed of Wild Horse Creek the following courses and distances: South 28 degrees 15' East 97.2 yards; South 71 degrees 25' East 102.3 yards; South 22 degrees 03' East 122.0 yards; South 61 degrees 40' East 80.0 yards; South 21 degrees 49' East 106.2 yards; South 50 degrees 05' East 103.7 yards; South 40 degrees 55' East 66.0 yards; South 7 degrees 05' East 109.0 yards; South 23 degrees 27' East 163.2 yards; South 70 degrees 30' East 126.2 yards; South 2 degrees 50' East 19.1 yards;

THENCE East 302.5 yards to the East line of SECTION 7;

THENCE North along the East line of SECTION 7, 863.5 yards to the PLACE OF BEGINNING. The two tracts, Five and Six, containing a total of 189.5 acres, more or less.

Tract 5111



**EXHIBIT B**

**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:** \_\_\_\_\_, 2025

**Grantor:**       **THE EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation**  
1154 Hawkins Blvd.  
El Paso, Texas 79925

**Grantee:**       **Oliver Olin Wooten Trusts, Dated October 2, 2008, and/or Entities**  
\_\_\_\_\_  
\_\_\_\_\_

**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):**

That certain land located in Culberson County, Texas and more particularly described by metes and bounds in **Exhibit A-1**, attached hereto and incorporated herein by reference for a complete legal description, together with all improvements located on such land.

**Exceptions to Conveyance and Warranty:**

(Subject to Updated Title Commitment Schedule B and C)

**GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.**

Grantor, subject to Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

*(Signature page and exhibits follow.)*



**EXECUTED** to be effective as of the date first stated above.

**GRANTOR:**

**THE CITY OF EL PASO,  
a Texas municipal corporation**

By: \_\_\_\_\_  
Name: Dionne Mack  
Title: City Manager

THE STATE OF TEXAS       §  
                                     §  
COUNTY OF EL PASO     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by  
Dionne Mack, City Manager of the City of El Paso.

\_\_\_\_\_  
**NOTARY PUBLIC, State of Texas**



**Exhibit A-1**



**EXHIBIT A**  
**Legal Description of Property**

**SURVEY 1**  
**FIELD NOTES**  
**WEST PART OF WILD HORSE VALLEY FARM**

**FIELD NOTES DESCRIBING A SURVEY OF 18,897.12 ACRES OF LAND IN BLOCK 65, TOWNSHIPS 7 AND 8, T. & P. R.R. COMPANY SURVEY, AND BLOCK 77, PUBLIC SCHOOL SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING** at a 1/2 inch rod in a large stone mound recovered at the Southwest corner of Section 20 and the Northwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, Culberson County, Texas, identified as set by R.W. Baker in 1959, for the Northernmost Northwest corner of this survey, whence a 3/8 inch iron pipe in a stone mound bears S 89° 32' 53" W 18.49 feet, and a 1 1/4 inch GIP marked "SW20, NW25, B65, T7, T. & P., 1959 E.L. PSL B122, 1959" in a large stone mound recovered at the Southeast corner of Section 8 and the Northwest corner of Section 9, Block 122, Public School Land Survey, Culberson County, Texas, identified by R.W. Baker as a corner set by A.H. Parker in his original survey of said Block 122, in October, 1900, bears N 0° 00' 30" W 103.84 feet, a brass cap in concrete marked "SE36, NE37 Block 65 T. T. & P. R.R. Company Survey, KRA-139, 1939" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas, bears S 12° 47' 50" E 49,256.57 feet;

**THENCE** S 89° 55' 50" E 5,703.24 feet along the common line of said Sections 20 and 25, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 19, 20," set for the common corner of Sections 25, 26, 19, and 20 of said Block 65, Township 7, for the Northernmost Northeast corner of this survey;

**THENCE** S 0° 02' 00" W 5,557.37 feet along the common line of Sections 25 and 26, Block 65, Township 7, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 28, 27, set at the common corner of Sections 25, 26, 27 and 28, Block 65, Township 7, for a corner of this survey;

**THENCE** N 88° 59' 18" W 25.00 feet along the common line of Sections 25 and 28, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

**THENCE** S 0° 02' 00" W 1,986.57 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198", set for an interior corner of this survey;



THENCE S 45° 02' 00" W 319.61 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 05" W 406.88 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 44° 58' 00" E 319.62 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 2,409.42 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 26 and 37, Block 65, Township 7, for an interior corner of this survey;

THENCE S 89° 52' 15" E 25.00 feet along said common line to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 28, 27, 37, 38" set at the common corner of Sections 28, 27, 37 and 38, Block 65, Township 7, for a corner of this survey;

THENCE S 0° 02' 00" W 5,148.90 feet along the common line of said Sections 37 and 38 to a recovered 1 1/4 inch G.I.P. marked "SE37, SW38, NE2, NW1, B65, T7, T8, T & P, 1959", as set by R.W. Baker in 1959 at the common corner of Sections 37 and 38, Block 65, Township 7, and Sections 2 and 1, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 89° 56' 54" E 4,949.07 feet along the common line of Section 38, Block 65, Township 7, and Section 1, Block 65, Township 8, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a point calculated for the Southeast corner of Section 38, Block 65, Township 7, the Northeast corner of Section 1, Block 65, Township 8, the Southwest Corner of Section 43, Block 64, Township 7, and the Northwest corner of Section 4, Block 77, Public School Land Survey, Culberson County, Texas, bears N 89° 56' 57" 283.33 feet;

THENCE S 0° 02' 04" W 4,486.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SWN Part S4 B77, PSL, EL, S1, B65, T8, 1959" stone mound under a fence as set by R.W. Baker in 1959, the Southwest corner of the North part of Section 4, Block 77, Public School Land Survey, bears S 88° 57' 15" E 283.46 feet;

THENCE N 89° 59' 00" W 2,036.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 02" W 659.27 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;



THENCE N 89° 59' 00" W 2,915.42 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198 2, 1, 11, 12," set for an interior corner of this survey, the common corner of Sections 2, 1, 11 and 12 of Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas;

THENCE S 0° 03' 43" W 3,917.70 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 54' 38" W at 1.11 feet pass a 3/4 inch iron pipe at a fence corner, in all 1,320.00 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 03' 42" W 1,319.01 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 11 and 14, Block 65, Township 8, for an interior corner of this survey;

THENCE S 89° 54' 39" E 1,320.00 feet to a 1 1/4 inch G.I.P. marked "SE11, SW12, NE14, NW13, B65, T8, T 7 P, 1959" in a stone mound under a fence as set by R.W. Baker in 1959, the common corner of Sections 11, 12, 13, and 14, Block 65, Township 8, T. & P. R.R. Company Survey for a corner of this survey;

THENCE S 89° 55' 30" E 5,236.70 to a 1 1/4 inch G.I.P. marked "SE12, NE13, B65, T8, T&P, WL B77, PSL, 1959," in a stone mound at a fence corner, as set by R.W. Baker in 1959, the common corner of said Sections 13 and 12 of said Block 65, Township 8, on the West line of said Block 77, for a corner of this survey;

THENCE S 0° 01' 39" W along the East line of said Block 65, Township 8, and the West line of said Block 77 at 5,591.81 feet pass a point, the Southeast corner of Section 13 and the Northeast corner of Section 24 of said Block 65, Township 8, on the West line of said Block 77, at 7,142.17 feet pass a point, the Southwest corner of Section 5 and the Northwest corner of Section 6 of said Block 77 on the East line of said Block 65, Township 8, in all 7,813.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 89° 57' 58" E 3,128.69 along the South line of a 570.00 acre tract of land out of Sections 5 and 6, Block 77, Public School Land Survey, described by mates and bounds in deed recorded in Volume 66, Page 171, of the Deed Records in Culberson County, Texas, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the West right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE S 0° 01' 27" W 102.40 feet along the West right of way line of F.M. Highway 2185 to a point, whence a concrete right of way marker bears N 89° 14' 29" E 101.06 feet, for a corner of this survey;



THENCE S 0° 02' 21" W 2,203.26 feet along said right of way line to a concrete right of way marker on the P.C. of a curve to the right for a corner of this survey;

THENCE along a curve to the right, with a Delta of 89° 58' 49", a radius of 905.21 feet, an arc length of 1,421.59 feet, a Long Chord with a bearing of S 45° 09' 25" W and a length of 1,279.94 feet to a concrete right of way marker recovered on the P.T. of a curve on the North right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE N 89° 58' 52" W along the North right of way line of said F.M. Highway 2185 at 2,222.21 feet pass the common line of said Section 6, Block 77, and Section 24, Block 65, Township 8, from whence a calculated point for the Southeast corner of Section 24 and the Northeast corner of Section 25, Block 65, T8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 62.65 feet, a brass cap in concrete marked "SE36, NE37, B65, T8, T. & P. R.R. Company Survey, KRA 139, 1931" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 10,594.71 feet, in all 7,291.40 feet to a concrete right of way marker on said right of way line for a corner of this survey;

THENCE N 89° 58' 30" W along the North right of way line of said F.M. Highway 2185 at 169.14 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch GIP marked "SE23, SW24, NW25, NE26, B65, T8, T&P, offset 13.45 varas North 1959" in stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 06" W 100.95 feet, at 5,493.77 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch G.I.P. marked "NE27, NW26, SE22, SW23, B65, T8, T&P, offset 14.8 varas North, 1959" in a stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 57" W 101.70 feet, in all 5,999.64 feet to a concrete right of way marker for a corner of this survey;

THENCE N 89° 56' 22" W along the North right of way line of Highway 2185 at 4,818.87 feet pass the common line of Sections 21 and 22 of said Block 65, from whence a 1 1/4 inch GIP marked "SW22, SE21, NE28, NW27, B65, T8, T&P, offset 14.5 varas North 1959" in stone mound as set by R.W. Baker in 1959, bears S 0° 02' 03" W 102.92 feet, in all 10,102.14 feet to a concrete right of way marker on the P.C. of a curve to the left, for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SE20, SW21, NE29, NW28, B65, T8, T&P, offset 17.46 varas North, 1959" in a stone mound under fence as set by R.W. Baker in 1959, bears S 21° 57' 18" W 115.76 feet;

THENCE along the North right of way line of F.M. Highway 2185, a curve to the left with a Delta of 45° 32' 14", a Radius of 1,484.34 feet, an Arc Length of 1,179.73 feet and a Long Chord with a bearing of S 66° 56' 44" W and a distance of 1,148.91 feet, to a concrete right of way marker on the P.T. of a curve for a corner of this survey;



THENCE S 0° 02' 21" W 2,203.26 feet along said right of way line to a concrete right of way marker on the P.C. of a curve to the right for a corner of this survey;

THENCE along a curve to the right, with a Delta of 89° 58' 49", a radius of 905.21 feet, an arc length of 1,421.89 feet, a Long Chord with a bearing of S 45° 05' 25" W and a length of 1,279.94 feet to a concrete right of way marker recovered on the P.T. of a curve on the North right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE N 89° 58' 52" W along the North right of way line of said F.M. Highway 2185 at 2,222.21 feet pass the common line of said Section 6, Block 77, and Section 24, Block 65, Township 8, from whence a calculated point for the Southeast corner of Section 24 and the Northeast corner of Section 25, Block 65, T8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 62.65 feet, a brass cap in concrete marked "SE36, NE37, B65, T8, T. & P. R.R. Company Survey, KRA 139, 1931" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 10,594.71 feet, in all 7,291.40 feet to a concrete right of way marker on said right of way line for a corner of this survey;

THENCE N 89° 58' 30" W along the North right of way line of said F.M. Highway 2185 at 169.14 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch GIP marked "SE23, SW24, NW25, NE26, B65, T8, T&P, offset 13.45 varas North 1959" in a stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 06" W 100.95 feet, at 5,493.77 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch G.I.P. marked "NE27, NW26, SE22, SW23, B65, T8, T&P, offset 14.8 varas North, 1959" in a stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 57" W 101.70 feet, in all 5,999.64 feet to a concrete right of way marker for a corner of this survey;

THENCE N 89° 56' 22" W along the North right of way line of Highway 2185 at 4,818.87 feet pass the common line of Sections 21 and 22 of said Block 65, from whence a 1 1/4 inch GIP marked "SW22, SE21, NE28, NW27, B65, T8, T&P, offset 14.5 varas North 1959" in a stone mound as set by R.W. Baker in 1959, bears S 0° 02' 03" W 102.92 feet, in all 10,102.14 feet to a concrete right of way marker on the P.C. of a curve to the left, for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SE20, SW21, NE29, NW28, B65, T8, T&P, offset 17.46 varas North, 1959" in a stone mound under fence as set by R.W. Baker in 1959, bears S 21° 57' 18" W 115.76 feet;

THENCE along the North right of way line of F.M. Highway 2185, a curve to the left with a Delta of 45° 32' 14", a Radius of 1,484.34 feet, an Arc Length of 1,179.72 feet and a Long Chord with a bearing of S 66° 36' 44" W and a distance of 1,148.91 feet, to a concrete right of way marker on the P.T. of a curve for a corner of this survey;



THENCE S 44° 31' 25" W 359.30 feet along the Northwest right of way of F.M. Highway 2185 to a concrete right of way marker on the P.C. of a curve for a corner of this survey;

THENCE along said right of way along and curve to the left with a Delta of 44° 38' 58", a Radius of 1,492.91 feet an Arc Length of 1,163.39 feet and a Long Chord with a bearing of S 22° 01' 33" W and a distance of 1,134.18 feet to a concrete right of way marker on the P.T. of curve for a corner of this survey;

THENCE S 0° 05' 09" E 4.11 feet, along the West right of way line of F.M. Highway 2185 to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" for a corner of this survey;

THENCE S 89° 34' 49" W along a fence at 3,629.78 feet pass the common line of Sections 29 and 30 of said Block 65, in all 8,953.43 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of the G.W. Russ Survey, Block G and Block 65, Township 8, for the Southwest corner of this survey, from whence a 5/8 inch rod in a stone mound bears N 03° 42' 33" W 90.71 feet and a fence corner bears S 89° 34' 49" W 186.09 feet;

THENCE N 0° 01' 10" E along the West line of Block 65, Township 8, and the East line of the G.W. Russ Survey, Block G, at 1,333.25 feet pass a 1 1/4 inch GIP marked "SE13, B-G," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 13 and the Northeast corner of Section 11 of said Block G, in all 1,777.01 feet to a 1 1/4 inch GIP marked "SW19, NW30, B65, T8, T&P, 1959" as set by R.W. Baker in 1959 the Southwest corner of Section 19 and the Northwest corner of Section 30 of said Block 65, Township 8, for a corner of this survey;

THENCE N 00° 00' 56" E 3,005.48 feet along the common line of Block 6, G.W. Russ Survey, and Block 65, Township 8, T. & P. R.R. Company Survey, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the Southeast right of way line of State Highway 54, for a corner of this survey;

THENCE N 15° 49' 01" E 140.43 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 17" E along the Southeast right of way line of State Highway 54, at 2,441.01 feet pass the common line of Sections 18 and 19, Block 65, Township 8, T. & P. R.R. Company Survey, from whence a 1 1/4 inch GIP marked "SW18, NW19, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, the Southwest corner of Section 18 and the Northwest corner of Section 19, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 45" W 703.13 feet, at 8,247.60 feet pass the common line of Section 7 and 18 of said Block 65, Township 8, from whence a 1 1/4 inch G.I.P. marked "SW7, NW18, B65, T8, T&P, 1959" as set by R.W. Baker in 1959, for the Southwest corner of Section 7 and the Northwest corner of Section 18, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 54" W 2,284.33 feet, in all 8,401.73 feet to a concrete right of way marker for a corner of this survey;



THENCE N 15° 49' 25" E 900.07 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 14" E 4,382.20 feet along said right of way line to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 6 and 7 of said Block 65, Township 6, for a corner of this survey;

THENCE S 89° 58' 54" E 1,542.66 feet along said common line to a 1 1/4 inch G.I.P. marked "SE6, SW5, NE7, NW8, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959 at the common corner of Sections 5, 6, 7, and 8, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 07' 46" E 5,149.70 feet along the common line of said Sections 5 and 6 to a 1 1/4 inch G.I.P. marked "SE33, SW34, NE6, NW5, T7, T8, B65, T&P, 1959" in a stone mound as set by R.W. Baker, the common corner of Sections 33 and 34, Township 7 and Sections 5 and 6, Township 8, Block 65, T. & P. R.R. Company Survey, for a corner of this survey;

THENCE S 89° 56' 09" E 5,325.44 feet along the common line of Section 34, Township 7, and Section 5, Township 8, to a 1 1/4 inch G.I.P. marked "SE34, SW35, NE5, NW4, B65, T-7, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, for the common corner of Sections 34 and 35, Township 7, and Sections 4 and 5, Township 8, said Block 65, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 01' 09" E along the common line of Sections 34 and 35 of said Block 65, at 5,146.67 feet pass a point for the common corner of Sections 30, 31, 34 and 35, of said Block 65, Township 7, in all 10,486.38 feet to a recovered 1 1/4 inch G.I.P. marked "NE31, NW30, B65, T7, T&P, S.L. 10, B122, PSL 1959" in a stone mound as set by R.W. Baker in 1959, the Northeast corner of Section 31 and the Northwest corner of Section 30, Block 65, Township 7, T. & P. R.R. Company Survey, for a corner of this survey, from whence a 3/4 inch G.I.P. marked "SW10, B122, PSL, SE24, B65, T7" in a stone mound, as recovered and identified by R.W. Baker as the Southwest corner of Section 10, Block 122, Public School Land Survey, and as corner set by A.H. Parker in October 1900, bears N 89° 54' 47" W 515.40 feet;

THENCE N 89° 58' 07" E 4,894.47 feet, to a 1 1/4 inch G.I.P. marked "SE10, SW9, B122, PSL," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 10 and the Southwest corner of Section 9, Block 122, Public School Land Survey for a corner of this survey; whence a 1" IP in a stone mound bears S 79° 41' 45" E 488.87 feet;



THENCE S 89° 57' 46" E at 440.50 feet pass a point, the Northeast corner of Section 10 and the Northwest corner Section 29 of said Block 65, Township 7, in all 5,389.55 feet to a 1 1/4 inch G.I.P. marked "SE9, B122, PSL, SW25, B65, T7, T&P 1959," in a stone mound as recovered and identified by R.W. Baker in 1959, as corner set by A.H. Parker in October 1900, for the Southeast corner of Section 9, Block 122, Public School Land Survey, and the Southwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, whence a large stone mound recovered at the common corner of Sections 25, 28 and 29, Block 65, Township 7, bears S 89° 57' 27" E 385.91 feet, for an interior corner of this survey;

THENCE N 0° 04' 13" E 5,470.05 feet along the East line of said Section 9, Block 122, and the West line of said Section 25, to the place of beginning.

Containing 18,890.82 acres of land more or less.



**SURVEY 2  
FIELD NOTES  
EAST PART OF WILD HORSE VALLEY FARM**

**FIELD NOTES DESCRIBING A SURVEY OF 2,057.14 ACRES OF LAND IN BLOCK 63, PUBLIC SCHOOL LAND SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING** at a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 3, 6, 5", set at the Northeast corner of Section 6 and the Northwest corner of Section 5, Block 63, on the South line of Section 3, Block 77, Public School Land Surveys, Culberson County, Texas, whence a 1 1/4 inch G.I.P. marked "SE46, SW47, B64, T7, TXL, 1958" as set by R.W. Baker in 1958, the Southeast corner of Section 46 and the Southwest corner of Section 47, Block 64, Township 7, T. & P. R.R. Company Survey, on the North line of Section 3, of said Block 77, bears N 78° 37' 21" E 12,914.19 feet, for the Northeast corner of this survey;

**THENCE** N 89° 58' 41" W 748.85 feet along the North line of said Section 6, Block 63, and the South line of said Section 3, Block 77, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse draw for a corner of this survey;

**THENCE** along the center line meanders of Wild Horse Draw as follows:

S 46° 45' 32" W	115.09 feet	to a 60 D Nail;
S 17° 32' 53" W	156.02 feet	to a 60 D Nail;
S 05° 53' 25" W	136.66 feet	to a 60 D Nail;
S 53° 10' 21" W	196.55 feet	to a 60 D Nail;
S 24° 35' 14" W	58.35 feet	to a 60 D Nail;
S 09° 25' 29" E	209.74 feet	to a 60 D Nail;
S 67° 56' 05" W	54.52 feet	to a 60 D Nail;
N 81° 14' 19" W	47.09 feet	to a 60 D Nail;
N 36° 37' 19" W	117.69 feet	to a 60 D Nail;
N 84° 52' 00" W	46.42 feet	to a 60 D Nail;
S 57° 31' 08" W	267.39 feet	to a 60 D Nail;
S 20° 15' 58" E	62.50 feet	to a 60 D Nail;
S 39° 27' 36" E	152.96 feet	to a 60 D Nail;
S 26° 41' 27" E	86.22 feet	to a 60 D Nail;
S 17° 37' 20" W	57.77 feet	to a 60 D Nail;
S 64° 50' 46" W	130.91 feet	to a 60 D Nail;
S 15° 49' 40" W	101.84 feet	to a 60 D Nail;



S 27° 16' 41" E 90.49 feet to a 60 D Nail;  
 S 31° 18' 49" W 196.82 feet to a 60 D Nail;  
 S 05° 07' 14" W 72.10 feet to a 60 D Nail;  
 S 65° 26' 04" E 140.95 feet to a 60 D Nail;  
 S 30° 06' 13" W 87.63 feet to a 60 D Nail;  
 S 78° 42' 02" W 103.24 feet to a 60 D Nail;  
 N 49° 45' 33" W 75.19 feet to a 60 D Nail;  
 S 81° 37' 58" W 30.09 feet to a 60 D Nail;  
 S 57° 01' 51" W 237.13 feet to a 60 D Nail;  
 W 59° 34' 22" W 140.78 feet to a 60 D Nail;  
 S 88° 33' 20" W 44.79 feet to a 60 D Nail;  
 S 33° 33' 00" W 69.98 feet to a 60 D Nail;  
 S 03° 27' 04" W 122.19 feet to a 60 D Nail;  
 S 52° 59' 06" W 29.86 feet to a 60 D Nail;  
 N 63° 24' 13" W 65.84 feet to a 60 D Nail;  
 N 46° 08' 01" W 93.08 feet to a 60 D Nail;  
 S 84° 31' 05" W 80.03 feet to a 60 D Nail;  
 S 72° 50' 15" W 187.30 feet to a 60 D Nail;  
 S 62° 51' 25" W 129.08 feet to a 60 D Nail;  
 S 44° 36' 39" W 266.17 feet to a 60 D Nail;  
 N 65° 48' 24" W 42.33 feet to a 60 D Nail;  
 N 31° 47' 56" W 117.83 feet to a 60 D Nail;  
 N 47° 48' 16" W 104.23 feet to a 60 D Nail;  
 N 70° 35' 14" W 100.19 feet to a 3/4 inch iron pipe;  
 S 78° 19' 55" W 53.68 feet to a 60 D Nail;  
 S 48° 38' 38" W 65.23 feet to a 60 D Nail;  
 S 39° 18' 25" W 77.38 feet to a 60 D Nail;  
 S 71° 44' 36" W 37.50 feet to a 60 D Nail;  
 N 81° 58' 56" W 81.43 feet to a 60 D Nail;  
 N 63° 25' 26" W 72.06 feet to a 60 D Nail;  
 S 74° 41' 01" W 48.39 feet to a 3/4 inch iron pipe;  
 S 23° 37' 53" W 214.26 feet to a 60 D Nail;  
 S 58° 52' 01" W 283.32 feet to a 60 D Nail;  
 S 05° 25' 07" W 261.50 feet to a 1 1/4 inch iron pipe;  
 S 18° 28' 27" E 540.39 feet to a 60 D Nail;  
 S 26° 04' 16" E 453.94 feet to a 60 D Nail;  
 S 37° 32' 26" W 352.17 feet to a 60 D Nail;  
 S 09° 20' 15" E 205.05 feet to a 60 D Nail;  
 S 25° 55' 01" E 176.50 feet to a 60 D Nail;  
 S 56° 45' 15" E 475.85 feet to a 60 D Nail;  
 S 66° 53' 57" E 198.04 feet to a 60 D Nail;  
 S 62° 20' 06" E 471.04 feet to a 60 D Nail;  
 S 44° 07' 30" E 369.46 feet to a 60 D Nail;  
 S 35° 54' 07" E 121.04 feet to a 60 D Nail;  
 S 79° 55' 38" E 191.23 feet to a 60 D Nail;

THENCE S 35° 37' 47" E along said draw at 151.46 feet pass a point  
 on the common line of Sections 6 and 7, Block 63, Public School  
 Land Survey, whence a 1/2 inch rod with an aluminum cap marked  
 "PKS RPLS 2198, 6, 5, 7, 8" set at the common corners of Sections  
 6, 5, 7, and 8 of said Block 63, bears S 89° 58' 57" E 1,910.99  
 feet, in all 351.87 feet;



THENCE continuing with said Wild Horse Draw meanders as follows:

S 77° 03' 14" E 241.46 feet to a 60 D Nail;  
 S 35° 44' 14" E 191.38 feet to a 60 D Nail;  
 S 18° 56' 50" E 260.79 feet to a 60 D Nail;  
 S 28° 20' 24" E 87.69 feet to a 60 D Nail;  
 S 37° 02' 59" W 46.30 feet to a 60 D Nail;  
 S 82° 17' 23" W 129.79 feet to a 60 D Nail;  
 S 43° 59' 15" W 110.57 feet to a 60 D Nail;  
 S 11° 16' 36" E 134.77 feet to a 60 D Nail;  
 S 49° 07' 06" E 414.05 feet to a 60 D Nail;  
 S 38° 56' 55" E 287.64 feet to a 60 D Nail;  
 S 03° 06' 17" W 220.20 feet to a 60 D Nail;  
 S 36° 40' 53" E 409.16 feet to a 60 D Nail;  
 S 53° 02' 19" E 131.22 feet to a 60 D Nail;  
 N 85° 44' 58" E 148.60 feet to a 60 D Nail;  
 S 53° 40' 06" E 122.81 feet to a 60 D Nail;  
 S 12° 41' 17" E 61.21 feet to a 60 D Nail;  
 S 21° 48' 36" W 68.53 feet to a 60 D Nail;  
 N 82° 46' 06" W 196.42 feet to a 60 D Nail;  
 S 73° 43' 17" W 92.63 feet to a 60 D Nail;  
 S 19° 00' 34" W 163.94 feet to a 60 D Nail;  
 S 43° 46' 57" E 176.46 feet to a 60 D Nail;

THENCE S 60° 08' 40" E 178.78 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the South line of the North half of said Section 7, for an interior corner of this survey;

THENCE N 89° 59' 05" W 3,764.13 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE S 0° 01' 27" W 1,320.00 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE N 89° 59' 06" W 941.19 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the East right of way line of F.M. 2185 for a corner of this survey;

THENCE S 0° 01' 27" W along said right of way, at 1,321.24 feet pass the common line of Sections 7 and 18 of said Block 63, in all 6,502.17 feet to a concrete right of way marker, whence a 1 1/4 inch O.T.P. marked "NE6, SW5, B77, PSI, WL18, B63, 19.1 varas E," in a stone mound under a fence, as set by R.W. Baker in 1959, bears N 7° 31' 17" W 778.93 feet, for a corner of this survey;

THENCE S 0° 01' 21" W 101.86 feet along the East right of way line of said F.M. Highway 2185, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Section 18 and Section 19 of said Block 63, for the Southwest corner of this survey, whence a railroad spike recovered in the pavement centerline of F.M. 2185, bears N 88° 37' 05" W 50.30 feet, a point calculated at the Southwest corner of Section 18 and the Northwest



corner of Section 19 of said Block 63, on the East line of Block 77, Public School Land Survey, bears N 89° 59' 29" W 49.25 feet, from whence a 4 inch by 4 inch concrete monument with brass cap marked "N.W. 6 UT Block 48" recovered at the Northwest corner of Block 48 University Land Survey, bears S 0° 37' 14" W 5,310.05 feet;

THENCE S 89° 59' 29" E at 5,225.10 feet pass a point calculated at the common corner of Sections 18, 17, 19 and 20 of said Block 63, in all 10,499.45 feet to a 1 inch G.I.P. recovered flush with road, at the common corner of Sections 17, 16, 20 and 21, for the Southeast corner of this survey, and an interior corner of the Southwest Sunsites Subdivision, as per plat recorded in Volume 5 Pages 23-28, of the plat records of Culberson County, Texas, from whence a 1 inch iron pipe marked "17, 16, 20, 21", at a fence corner bears N 48° 42' 17" W 122.88 feet;

THENCE N 0° 01' 39" E 5,281.88 feet, along the common line of Sections 17 and 16, and along the West line of said subdivision, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 8, 9, 17, 16" set at the common corner of Section 8, 9, 17 and 16 of said Block 63, for a corner of this survey, whence a 6 inch iron pipe 6 feet high, bears N 67° 17' 56" E 15.99 feet;

THENCE N 89° 59' 14" W 2,962.41 feet along the common line of Sections 8 and 9 of said Block 63, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse Draw, for an interior corner of this survey;

THENCE along the centerline meanders of Wild Horse Draw as follows:

N 05° 20' 39" W 804.62 feet to a point;  
N 61° 35' 11" E 117.90 feet to a point;  
N 39° 10' 27" E 178.60 feet to a point;  
N 8° 31' 59" E 199.50 feet to a point;  
N 26° 47' 24" W 154.60 feet to a point;  
N 40° 12' 51" W 217.30 feet to a point;  
N 58° 40' 43" W 614.60 feet to a point;  
N 39° 49' 17" W 310.12 feet to a point;  
N 68° 15' 40" W 698.10 feet to a point;  
N 67° 14' 41" W 187.60 feet to a point;  
N 62° 09' 10" W 195.60 feet to a point;

THENCE N 77° 56' 29" W 584.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 8 and 7 of said Block 63, for a corner of this survey;

THENCE N 0° 01' 39" E at 2,674.14 feet, pass a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set on the common corner of Sections 5, 6, 7 and 8 of said Block 63, in all 7,956.42 feet to the place of beginning;

Containing 2,057.14 acres of land more or less.



And said West part and East part (pages 1 through 11 above) of Wild Horse Valley Farm being the same property as that described in Deed to Connecticut General Life Insurance Company recorded in Volume 141, Page 142, Deed Records, Culberson County, Texas, as follows:

Wild Horse Farm

EXHIBIT A

The following described land is all in Culberson County, Texas, to-wit:

All of SECTION 29, 30, 31, 32, 33, 34 and 37, Block 63, Township 7, T&P 22 Co. Survey;

All of SECTIONS 3, 4, 5, 6, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23 and 24, all in Block 63, Township 8, T&P 22 Co. Survey;

All of SECTION 1, Block 63, Township 8, T&P 22 Co. Survey, containing 618.38 acres, HAVE AND EXCEPT 64.64 acres off the East side. A notice and bounds description is as follows:

BEGINNING at the Northwest corner of SECTION 4, Block 77, Public School Land, and the Northeast corner of SECTION 1, Township 8, Block 63;

THENCE South along the East line of SECTION 1, Township 8, Block 63, 1030 yards to a point for the Southeast corner of this tract; and the Southeast corner of said SECTION 1;

THENCE West along the South line of said SECTION 1 a distance of 639 yards for the Southwest corner of this tract;

THENCE North parallel with the East line of SECTION 1 a distance of 233 yards to a point;

THENCE East parallel with the South line of said SECTION 1 a distance of 733 yards to a point;

THENCE North parallel with the East line of said SECTION 1 a distance of 1613 yards to a point in the North line of said SECTION 1;

THENCE East along the North line of said SECTION 1 a distance of 103 yards to the Northwest corner of said SECTION 2, and the beginning point of this tract.

All of SECTION 11, Block 63, Township 8, T&P 22 Co. Survey, HAVE AND EXCEPT forty (40) acres out of the Southeast corner of said Section described as follows, to-wit:

BEGINNING at the Southeast corner of said SECTION 11, Township 8, Block 63, said corner being the common corner for SECTIONS 11, 12, 13 and 14, Township 8, Block 63;

THENCE North along the East line of SECTION 11, a distance of 1720 feet to a point;

THENCE West and parallel to the South line of SECTION 11, a distance of 1310 feet to a point;

THENCE South and parallel to the East line of SECTION 11, a distance of 1220 feet to a point in the South line of SECTION 11;

THENCE East along the South line of SECTION 11, a distance of 1330 feet to the place of beginning, containing in all 40 acres;

Said SECTION 11 containing 503 acres, more or less, excluding said 40 acres.

The South 200 acres, more or less, of SECTION 4, Block 77, Public School Land Survey, Culberson County, Texas, described as follows, to-wit:

BEGINNING at the Northeast corner of SECTION 24, Township 8, Block 63, T&P 22 Co. Survey, for the Southeast corner of this tract;

THENCE North 1645.98 feet with the East line of SECTION 24, to the Northwest corner of this tract;

THENCE East 3120.3 feet parallel to the North line of SECTION 4 to the Northeast corner of this tract with the Northeast corner lying on the West line of SECTION 19, Block 63, Public School Land;



THENCE South approximately 1645.56 feet along the East line of SECTION 6 and the West line of SECTION 19 to the point of intersection by the North boundary line of F.M. Road No. 3183 right-of-way for the Southeast corner of this tract;

THENCE Southwesterly around curve to the right, 1621.3 feet to the end of said curve, the long chord of which is 3289.37 feet, South 45 degrees West;

THENCE West 2222.9 feet with said right-of-way to the beginning of this tract which is the Northeast corner of SECTION 23, Township 8, Block 65, T&P RR Co. Survey, Garberson County, Texas.

A tract of land out of SECTION 19, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 29, S.E. 19, S.W. 30, N.E. 30, Block 65, Township 8, from which a brass cap in concrete and a large stone mound, the original Northeast corner of SECTION 37 in said Block and Township bears East 9153.32 varas and South 2616.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 29, and 30, Block 65, Township 8, T&P RR Co. Survey, Garberson County, Texas, and the Northeast corner of this tract;

THENCE South along the East line of SECTION 30, at 404.50 varas pass the South line of the North Half of the North Half (N/2 N/2) SECTION 29, 811.45 varas in all to a point in an east-west fence line for the Southwest corner of this tract;

THENCE East along said fence line 1304.53 varas to a point in the West right-of-way line of F.M. Highway No. 3165 for the Southeast corner of this tract;

THENCE North along the West right-of-way line of F.M. Highway No. 3165, 1.7 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeasterly along the West right-of-way line of F.M. Highway No. 3165 and along the arc of a 3 degree 52' curve to the right, radius 533.76 varas, the chord of which bears North 31 degrees 57' East 606.3 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE North 45 degrees 30' East along the West right-of-way line of F.M. Highway No. 3165, 129.2 varas to a 4"x4" concrete monument for a corner of this tract;

THENCE Northeasterly along the arc of a 3 degree 52' curve to the right, radius 533.76 varas, the chord of which bears North 30 degrees 13' East 559.6 varas to a point in the intersection of the West right-of-way line of F.M. Highway No. 3165 and the North line of SECTION 20 for the Northeast corner of this tract;

THENCE West along the North line of SECTION 29, 1766.26 varas to the PLACE OF BEGINNING, containing 130.79 acres of land.

A tract of land out of SECTION 19, Block 65, Township 8, T&P RR Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 20, S.E. 19, S.W. 30, N.E. 30, Block 65, Township 8, from which a brass cap in concrete and a large old stone mound, the original Northeast corner of SECTION 37, Block 65, Township 8, bears East 9153.32 varas and

South 2616.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 19, 20, 29 and 30, Block 65, Township 8, T&P RR Co. Survey,

THENCE North along the West line of SECTION 19, Block 65, Township 8, 1644.1 varas to a 3/4" iron pipe in the East right-of-way line of State Highway No. 34 for a corner of this tract;

THENCE North 15 degrees 49' East along the East right-of-way line of State Highway No. 34, 949.9 varas to a 3/4" iron pipe in the South



line of SECTION 10, Block 65, Township 0 for the Northwest corner of this tract;

THENCE East along the South line of said SECTION 10, 1637.48 varas to a 1-1/4" galvanized iron pipe marked S.W. 17, S.E. 18, N.E. 19, S.W. 20, Block 65, Township 0 for the common corner of SECTIONS 17, 18, 19 and 20 and the Northeast corner of this tract;

THENCE South along the East line of SECTION 10, 1978.0 varas to the PLACE OF BEGINNING, containing 658.49 acres of land.

A tract of land out of SECTION 20, Block 65, Township 0, T&P 88 Co. Survey, described as follows, to-wit:

BEGINNING at the Northeast corner of Survey No. 20, Block 65, Township 0, T&P 88 Co. Survey for the Northeast corner of this tract;

THENCE South 607.7 varas with the East line of said Survey No. 20, the Northeast corner of the South part in said line of the Southeast corner of this Survey;

THENCE West 1039 varas with the North line of this North part to the Northwest corner of same in said line, for the Southwest corner of this Survey;

THENCE North 607.9 varas with the West line of said Survey No. 20 to the Northwest corner of same, for the Northwest corner of this Survey;

THENCE East 1039 varas with the North line of said Survey No. 20, to the PLACE OF BEGINNING, containing 100 acres of land, more or less.

A tract of land out of SECTION 7, Block 65, Township 0, T&P 88 Co. Survey, described as follows, to-wit:

BEGINNING at a 1-1/4" galvanized iron pipe marked S.W. 3, S.E. 6, N.W. 9, N.E. 7, Block 65, Township 0, from which a brass cap in concrete and a large old stone mound, the original Northwest corner of SECTION 7, Block 65, Township 0 bears East 9532.32 varas and South 7500.0 varas, said 1-1/4" iron pipe being the common corner of SECTIONS 3, 6, 7 and 9, Block 65, Township 0, T&P 88 Co. Survey, Culberson County, Texas, and the Northeast corner of this tract;

THENCE West along the North line of SECTION 7, 333.00 varas to a 3/4" iron pipe in the East right-of-way line of State Highway No. 34 for the Northwest corner of this tract;

THENCE South 14 degrees 10' West along the East right-of-way line of said Highway No. 34, 1744.1 varas to a 3/4" iron pipe in the North line of SECTION 10 for the Southwest corner of this tract;

THENCE East along the North line of SECTION 10, 1638.78 varas to a 1-1/4" iron pipe marked S.W. 6, S.E. 9, N.W. 17, N.E. 18, Block 65, Township 0, for the common corner of SECTIONS 7, 9, 17 and 18, and the Southeast corner of this tract;

THENCE North along the East line of SECTION 7, 1009.0 varas to the PLACE OF BEGINNING, containing 240.14 acres of land.

The North Half (N/2) of that portion of SECTION 10, Block 65, Township 0, T&P 88 Co. Survey lying East of State Highway 34, containing approximately 321.50 acres, more or less, and being Tract 8 in deed from Perkins and Co., Inc. to William Rimple, dated May 14, 1963, recorded in Volume 71, Page 340, Deed Records of Culberson County, Texas.

The South Half (S/2) SECTION 10, Block 65, Township 0, T&P 88 Co. Survey, containing about 279.48 acres, more or less, and more specifically described as follows:

BEGINNING at the Southeast corner of SECTION 10;

THENCE West along the South line of SECTION 10, 1637.48 varas to the East line of the right-of-way of State Highway No. 34;



THENCE Northeastly along the said right-of-way a point about 1006.3  
varas due North in a perpendicular line from the South line of  
SECTION 16;

THENCE East to the East line of SECTION 16 at a point about 1006.3  
varas North of the Southeast corner of SECTION 16;

THENCE South about 1006.6 varas along the East line of SECTION 16 to  
the POINT OF BEGINNING;

And being Tract 3 as described in Deed from Perkins & Co., Inc. to  
Walter Lums, et al., dated May 14, 1963, recorded in Volume 71, Pages  
346-349, Deed Records of Culberson County, Texas.

**HAVE AND RECEIPT:**

1. That certain two acre tract located in and being a part of Survey  
28, Block 65, Township 7, T&P Ry. Co. Survey, as described in deed  
from R. B. Durrill, et al. to Capitan Co., a corporation, dated the  
3rd day of April 1959, and recorded in Volume 63, pages 318-319, Deed  
Records of Culberson County, Texas.

2. That certain tract of 4.399 acres, more or less, located in and  
being a part of Survey 28, Block 65, Township 7, T&P Ry. Co. Survey,  
described in deed from R. B. Durrill, et al. to Capitan Company, a  
corporation, dated the 3th day of March, 1960, and recorded in Volume  
66, at pages 43-44, Deed Records of Culberson County, Texas.

The following described land in Culberson County, Texas, to-wit:

**PART I:**

All of SECTIONS 17 and 18, Block 63, Public School Lands Survey;

The South Half (1/2) of SECTION 7, Block 63, Public School Lands Survey, HAVE AND  
RECEIPT 30 acres being the West 3/4 of the Northwest quarter of the Southwest  
quarter of said SECTION 7, more fully described as follows, to-wit:

BEGINNING at the Northwest corner of the Southwest quarter of said  
SECTION 7, which point is in the West line of said SECTION 7, and is  
950.4 varas South of the Northwest Corner of said SECTION 7;

THENCE East 226.4 varas;

THENCE South 475.3 varas;

THENCE West 354.4 varas to the West line of said SECTION 7;

THENCE North 475.3 varas along the West line of said SECTION 7, to  
the PLACE OF BEGINNING.

57.3 acres of land out of SECTION 8, Block 63, Public School Lands Survey, and  
being that portion of said SECTION 8 lying South and West of Wild Horse Creek;

Said Part I containing of 1,399 acres, more or less.

**PART II:**

**Tract One:**

130.3 acres, more or less, described by metes and bounds as follows: known as a  
part of the 1/2 of SECTION 6, Block 63, Public School Lands Survey;

BEGINNING at the NE corner of this tract, in the North line of Survey No.  
6, Mo. 65, P.O.L., from which the NE corner of said Survey No. 6 bears  
East 101.0 varas; the NE corner of Block 65, the SW corner of Block 66,  
Township 7, and the NE corner of Block 65, Township 8, T&P Ry. Co. Survey,  
bears North 918 varas and West 1,913 varas.

THENCE West 127.3 varas with the North line of said Survey No. 6, to a  
corner of this tract in the bed of Wild Horse Creek.



THENCE along the bed of Wild Horse Creek, with its meanders: -S 44 degrees 30' W 73.7 varas; S 1-degree 28' W 94.1 varas; S 51 degree 20' W 59.3 varas; S 33 degree 00' W 30.3 varas; S 6 degree 18' E 67.3 varas; S 83 degree 52' W 23.4 varas; N 49 degree 09' W 38.3 varas; S 87 degree 35' W 99.0 varas; S 30 degree 32' E 101.4 varas; S 42 degree 28' W 36.0 varas; S 41 degree 34' W 30.3 varas; N 3 degree 14' S 69.0 varas; S 24 degree 02' W 70.9 varas; S 54 degree 23' S 50.1 varas; S 57 degree 35' W 45.0 varas; N 35 degree 00' W 54.0 varas; S 54 degree 16' W 75.0 varas; N 54 degree 41' W 64.0 varas; S 27 degree 51' W 36.3 varas; S 6 degree 33' W 36.0 varas; N 66 degree 34' W 21.0 varas; N 91 degree 25' W 31.0 varas; S 71 degree 16' W 112.1 varas; S 30 degree 17' W 37.0 varas to a corner of this tract in the West line of the NE 1/4 of said Survey No. 6;

THENCE South with the West line of the E 1/2 of said Survey No. 6, at 200.0 varas the SW corner of the SE 1/4 and the NW corner of the SE 1/4 and at 247 varas the SW corner of this tract in the West line of the East 1/2 of said Survey No. 6;

THENCE East 237.31 varas to the SE corner of this tract;

THENCE N 9 degree 31' E at 346.0 varas the North line of the SE 1/4 and the North line of the NE 1/4 of said Survey No. 6, and at 1294.6 varas the PLACE OF BEGINNING; and

**Tract Two:**

A tract of 32.4 acres of land out of the NW 1/4 of Survey No. 6, Block No. 63, Public School Land Survey, described by metes and bounds as follows:

BEGINNING at a point in the center of Survey No. 6, the Southeast corner of the Northwest Quarter of Survey No. 6 and the Southeast and beginning corner of this tract;

THENCE North, along the East line of the Northwest Quarter of Survey No. 6, a distance of 200.3 varas to a point the Northeast corner of this tract;

THENCE S 30 degree 17' West along the center of Wild Horse Creek, 69.4 varas;

THENCE N 40 degree 00' W along the center of Wild Horse Creek, 82.1 varas;

THENCE S 75 degree 33' W along the center of Wild Horse Creek, 53.0 varas;

THENCE S 40 degree 30' W along the center of Wild Horse Creek, 60.1 varas;

THENCE N 03 degree 17' W along the center of Wild Horse Creek, 77.3 varas;

THENCE S 24 degree 47' W along the center of Wild Horse Creek, 82.8 varas;

THENCE S 63 degree 27' W along the center of Wild Horse Creek, 94.3 varas;

THENCE S 4 degree 54' W along the center of Wild Horse Creek, 70.7 varas to the Southwest corner of this tract;

THENCE East 435.7 varas to the PLACE OF BEGINNING; and

**Tract Three:**

A tract of 22.3 acres of land out of the NW 1/4 of Survey No. 6, Block No. 63, Public School Land Survey, described by metes and bounds as follows:

BEGINNING at a point in the center of Survey No. 6, the Northeast corner of the Northwest Quarter of Survey No. 6, and the Northeast and beginning corner of this tract;



THENCE West, along the North line of the SW/4, 416.7 varas to a point in the center of Wild Horse Creek, The Northwest corner of this tract;

THENCE S 4 degrees 34' W along the center of Wild Horse Creek, 24.7 varas;

THENCE E 20 degrees 33' W along the center of Wild Horse Creek, 153.3 varas;

THENCE S 13 degrees 33' E along the center of Wild Horse Creek, 47.1 varas;

THENCE S 26 degrees 50' E along the center of Wild Horse Creek 121.1 varas;

THENCE S 27 degrees 49' E along the center of Wild Horse Creek, 4.7 varas to a point, the Southwest corner of this tract;

THENCE E 294.2 varas to a point in the East line of the Southwest Quarter of Survey No. 6, the Southeast corner of this tract;

THENCE W along the East line of the Southwest Quarter, 245.8 varas to the PLACE OF BEGINNING, and

**XCALL FARM:**  
A tract of 26.42 acres of land out of the E/2 of Survey No. 6, Block 47, Public School Land, described by notes and bounds as follows:

BEGINNING at the Northeast corner of Survey No. 6, the Northeast and beginning corner of this tract;

THENCE South, along the East line of Survey No. 6, at 930 varas pass the Southeast corner of this Northeast Quarter of Survey No. 6, in all 1443.2 varas to a point; the Southeast corner of this tract;

THENCE West 72 varas to a point, a corner of this tract;

THENCE North 147 varas to a point, the old corner of this tract;

THENCE West 40.89 varas to a point, a corner of this tract;

THENCE North 0 degrees 31' E at 346.0 varas pass the North line of the Southwest Quarter of Survey No. 6, in all 1396.0 varas to a point in the North line of Survey No. 6, the Northwest corner in this tract;

THENCE East, along the North line of Survey No. 6, a distance of 103.0 varas to the PLACE OF BEGINNING.

**TRACT FIVE:**

BEGINNING at the Southeast corner of SECTION 6;

THENCE West along the South line of SECTION 6, 217.7 varas to the center of Wild Horse Creek;

THENCE along the bed of Wild Horse Creek the following courses and distances: North 20 degrees 15' West 6.5 varas; North 71 degrees 32' West 61.0 varas; North 43 degrees 04' West 125 varas; North 85 degrees 23' West 59.7 varas; North 65 degrees 20' West 145.8 varas; North 60 degrees 31' West 185.8 varas; North 33 degrees 30' West 153.8 varas; North 6 degrees 13' West 127.6 varas; North 20 degrees 40' East 29.0 varas; South 51 degrees 40' East 76.1 varas; North 51 degrees 30' East 26.0 varas; North 27 degrees 49' West 60.4 varas;

THENCE East 1,172.1 varas;

THENCE South 147 varas;

THENCE East 72 varas to the East line of SECTION 6, 656.2 varas to the PLACE OF BEGINNING, and



**TRAIL SIGN:**

**BEHINDING** at the Northeast corner of SECTION 7, Block 63, Public School Land, for the ~~NEIGHBORHOOD~~ **TRAIL** ~~TRAIL~~ **TRAIL**, from which the Southwest corner of Block No. 64, the Southeast corner of Block No. 65, TSP No. 6, TSP No. 6 Co. Survey, bears South 2,810 yards and East 3,844 yards;

**THENCE** West along the North line of SECTION 7, and being also the South line of SECTION 6, a distance of 717.7 yards to the center of Wild Horse Creek for the Northeast corner of this tract;

**THENCE** along the bed of Wild Horse Creek the following courses and distances: South 28 degrees 11' East 97.2 yards; South 71 degrees 25' East 103.3 yards; South 21 degrees 03' East 178.0 yards; South 61 degrees 40' East 90.0 yards; South 31 degrees 45' East 104.8 yards; South 58 degrees 05' East 101.7 yards; South 40 degrees 23' East 86.0 yards; South 7 degrees 04' West 100.0 yards; South 33 degrees 32' East 105.8 yards; South 70 degrees 30' East 136.2 yards; South 3 degrees 50' East 19.1 yards;

**THENCE** East 301.5 yards to the East line of SECTION 7;

**THENCE** North along the East line of SECTION 7, 243.5 yards to the **PLACE OF BEGINNING**. The two tracts, Five and Six, containing a total of 189.5 acres, more or less.

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**EXHIBIT B**  
Permitted Exceptions

Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

Homestead or community property or survivorship rights, if any, or any spouse of any insured.

Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities.

- a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
- b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
- c. to filled-in lands, or artificial islands, or
- d. to statutory water rights, including riparian rights, or
- e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.

Standby fees, taxes and assessments by any taxing authority for the year 1995 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception):

ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from Sections 25, 29, 35 and 37, Block 65, Township 7, T & P RR Co. Survey, and Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23 and 29, Block 65, Township 8, T & P RR Co. Survey, herein described, together with all rights relating thereto, express or implied, reserved unto the Grantors in Deed from George C. Fraser et al, Trustees for the Texas Pacific Land Trust, to Perkins & Co., Inc., dated September 20, 1960, recorded Vol. 66, Pg. 359-363, Deed Records, said reserved minerals further covered by Mineral Deed from George C. Fraser et al, Trustees, to TXL Oil Corporation, dated December 10, 1954, recorded Vol. 5, Pg. 254, Oil & Gas Records of Culberson County.

ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from the following described land, together with all rights relating thereto, express or implied, reserved unto the STATE OF TEXAS in Patents recorded as follows:

SURVEY	BLOCK	TWP	SECTION	PORTION	PATENTER	VOL.	PAGE	DATE	ACRES
P.S.L.	63		6	ALL	PAUL TEAS	4	108	9/20/50	640.
P.S.L.	63		7	ALL	PAUL TEAS	4	109	9/20/50	640.
P.S.L.	63		8	ALL	PAUL TEAS	4	112	9/20/50	640.
P.S.L.	63		17	ALL	PAUL TEAS	4	114	9/20/50	640.
P.S.L.	63		18	ALL	PAUL TEAS	4	115	9/20/50	640.
P.S.L.	77		6	ALL	R. DURRILL	4	520	7/8/59	640.



ALL INTEREST in and to all oil, gas and other minerals in, on, under or that may be produced from the following described land, together with all rights relating thereto, express or implied, reserved unto the STATE OF TEXAS in Patents recorded as follows:

SURVEY	BLOCK	TWP	SECTION	PORTION	PATENTEE	VOL.	PAGE	DATE	ACRES
T & P	65	7	28	ALL*	R. DURRILL*	4	515	7/8/59	642.
					less 2 ac	4			
T & P	65	7	30	ALL	R. DURRILL	4	516	7/8/59	650.9
" " "	65	7	36	ALL	R. DURRILL	4	516	" "	623.3
" " "	65	8	2	ALL	R. DURRILL	4	503	" "	630.
" " "	65	8	4	ALL	R. DURRILL	4	504	" "	636.7
" " "	65	8	8	ALL	R.B. DURRILL	4	504	" "	637.8
" " "	65	8	10	ALL	R.B. DURRILL	4	505	" "	634
" " "	65	8	14	ALL	R. DURRILL	4	506	" "	684.7
" " "	65	8	16	ALL	R.B. DURRILL	4	507	" "	690.8
" " "	65	8	20	ALL	R.B. DURRILL	4	508	" "	669.2
" " "	65	8	22	ALL	R.B. DURRILL	4	509	" "	665.4
" " "	65	8	24	ALL	R. DURRILL	4	509	" "	659.8

Undivided one-half interest in and to all oil, gas and other minerals in, on, under or that may be produced from Sections 18 and 30, Block 65, Township 8, T & P RR Co. Survey, herein described together with all rights relating thereto, express or implied, reserved unto the grantor predecessor in title in Deed from R.B. Durrill et ux Ila Durrill to Perkins & Co., Inc., dated July 20, 1960, recorded Vol. 64, Pg. 472-474, Deed Records

ROW Deed dated October 25, 1954, from J. R. Stevens, et ux to the State of Texas, recorded in Vol. 60, Pg. 137, 138 & 139, Deed Records, for roadway purposes along the West side of Section 18 & S/2 Section 7, Block 63, P.S.L. Survey and East side Section 5, Block 77, P.S.L. Survey.

ROW DEED dated April 13, 1955, from M. F. Green et ux to STATE OF TEXAS, recorded Vol. 60, Pg. 178, Deed Records, for a public road in the SE/quarter of Section 6, Block 63, P.S.L. Svy, 116.4' wide commencing 172' N of SE/corner of Section for its S line and extending westerly on a curve to Wild Horse Creek about 1728' containing 4.15 acres.

ASSIGNMENT OF ROW EASEMENTS from Pecos Growers Gas Company to Texas Western Municipal Gas Corporation, recorded Volume 92, Page 222, Deed Records, INsofar ONLY as it covers ROW EASEMENTS from Martin V. Hall et al covering Section 18, Block 63, P.S.L. Svy, appearing at Pages 244 and 245 therein and ROW EASEMENT from J. W. Wooten covering E/2 Section 5, Block 65, Twp. 8, T&P, appearing at pages 246 & 247 therein.

EASEMENT dated June 17, 1983, from Connecticut General Life Insurance Company to Continental Telephone Company of Texas, recorded Vol. 119 Pg. 200, Deed Records, covering a 15' easement across Sections 17 and 18, Block 63, P.S.L. Svy.

ROW DEED dated March 9, 1955 from George B. Praser et al to County of Culberson, recorded Volume 60, Page 242, Deed Records, INsofar ONLY as it covers Parcel "A" Tract 2, Section 29, Block 65, Twp. 8, T&P Svy, on page 243, Parcel "C", Tract "2", Section 21, Block 65 Twp 8, T&P Svy, on Page 244 and Parcel "E", Tract "2", Section 23, Block 65, Twp. 8, T&P Svy, on Page 244 therein.



ROW DEED dated December 27, 1954, from Roberta Durrill to the State of Texas, recorded Volume 131, Page 131, Deed Records, for a public road along the South edge of Section 24, Block 65, Twp. 8, a strip 50 feet wide, containing 6.003 acres.

ROW DEED dated December 27, 1954, from Roberta Durrill to the State of Texas recorded in Volume 60, Page 131, Deed Records, for a public road, a strip of land 50 feet wide along the South edge and the East edge of Section 6, Block 77, P.S.L. Svy.

ROW DEED dated December 27, 1954, from R. B. Durrill et ux to State of Texas, recorded Volume 60, Page 134, Deed Records, INSOPAR ONLY as it covers

Parcel (a) out of Section 20, Block 65, Twp 8, T&P Svy containing 0.187 acres; and  
Parcel (c) out of Section 22, Block 65, Twp 8, T&P Svy containing a strip 50' wide and 5275' long

EASEMENT for transmission line dated January 7, 1948 to El Paso Electric Company et al recorded volume 52, Page 123, Deed Records for a transmission line across Sections 29 and 31, Block 65, Twp. 8, T&P Svy.

ROW EASEMENT dated February 3, 1942, from George C. Fraser et al to State of Texas, recorded Volume 46, Page 460, Deed Records INSOPAR ONLY as it covers Tract No. 3, being out of Section 7, Block 65, Twp. 8, T&P Svy. appearing at page 461 therein.

FLOOD WATER DIVERSION EASEMENT dated September 28, 1979, executed by Jerry R. Powell et ux to County of Culberson, recorded Volume 113, Page 88, Deed Records, for flood water diversion in Section 4, 5, 8, 17, and 20, Block 65, Twp. 8, T&P Svy, and Sections 25, 28, 29, 35 and 36, Block 65, Twp 7, T&P Svy; the same ratified and extended by Connecticut General Life Insurance Company to Culberson County, dated February 11, 1988, recorded Volume 129, Page 261, Deed Records.

FLOOD WATER DIVERSION EASEMENT dated June 15, 1979, executed by Jerry R. Powell et ux to County of Culberson, recorded Volume 113, Page 121, Deed Records, in Sections 1, 2, 3, 4, 8, 9, 10, 11, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24 and 29, in Block 65, Twp 8, T&P Svy; Sections 25, 28, 29, 35, 36 and 37, in Block 65, Twp. 7, T&P Svy; and part of Section 6, Block 77, P.S.L. Svy.; same ratified and extended by Connecticut General Life Insurance Company to Culberson County, dated February 29, 1988, recorded Volume 129, Page 309, Deed Records.

UNRECORDED EASEMENT to Rio Grande Electric Cooperative, Inc. referred to in Subordination Agreement from County of Culberson to Rio Grande Electric Cooperative, dated May 3, 1978, recorded Volume 110, Page 308, Deed Records, INSOPAR ONLY as it covers Section 28, Block 65, Twp. 7, T&P Svy, and re-recorded Volume 116, Page 823, Deed Records INSOPAR ONLY as it covers Section 28, Block 65, Twp. 7, T&P Svy (numbered 2.) and Section 25, Block 65, Twp. 7, T&P Svy (numbered 3.)



UNRECORDED EASEMENT to Rio Grande Electric Cooperative, Inc. referred to in Subordination Agreement from County of Culberson to Rio Grande Electric Cooperative, Inc., dated May 2, 1979, recorded Volume 112, Page 52, Deed Records, INSOFAR ONLY as it covers Sections 28 and 29, Block 65, Twp. 7, T&P Svy.

Any portion of the property herein described which lies within the boundaries of any road or roadway.

Rights of adjoining owners in and to party wall fences where situated on common boundary line.

Visible or apparent easements on or across the herein described property.

Rights of parties in possession.

This policy excepts as to the rights of adjoining land owners in and to that part of the hereinabove described property which may constitute accretion.





THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

**COMMITMENT FOR TITLE INSURANCE T-7**

ISSUED BY

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

We FIDELITY NATIONAL TITLE INSURANCE COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned:

By: *Andy Torres An.*  
Authorized Officer or Agent

WestStar Title, LLC  
601 N. Mesa St. Ste 1025  
El Paso, TX 79901  
Tel: 915-779-0500  
Fax: 915-775-9951



By:

*Michael J. Nolan*

Michael J. Nolan

President

Attest:

*Marjorie Nemzura*

Marjorie Nemzura

Secretary



## CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

*El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.*

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

## TEXAS TITLE INSURANCE INFORMATION

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

**--MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

**--EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also



be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

--**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

--**CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-(800) 442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.



**COMMITMENT FOR TITLE INSURANCE T-7**

**ISSUED BY**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE A**

Effective Date: **December 3, 2024, 05:00 pm**

GF No. **241917-COM**

Commitment No. \_\_\_\_\_, issued **December 11, 2024,**

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount: **\$6,600,000.00**  
PROPOSED INSURED: **OW Wild Horse Ranch, LLC, a Texas limited liability company**
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE  
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)  
Policy Amount:  
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE  
(Form T-2R)  
Policy Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN  
(Form T-13)  
Binder Amount:  
PROPOSED INSURED:  
Proposed Borrower:
- f. OTHER  
Policy Amount:  
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:  
**EL PASO WATER UTILITIES PUBLIC SERVICE BOARD, FOR AND ON BEHALF OF  
THE CITY OF EL PASO, TEXAS, A MUNICIPAL CORPORATION**

4. Legal description of land:



**FIELD NOTES DESCRIBING A SURVEY OF 18,890.82 ACRES, MORE OR LESS, OF LAND IN BLOCK 65, TOWNSHIPS 7 AND 8, T. & P.R.R. COMPANY SURVEY, AND BLOCK 77, PUBLIC SCHOOL LAND SURVEY, CULBERSON COUNTY, TEXAS; AND A SURVEY OF 2,057.14 ACRES, MORE OR LESS, OF LAND IN BLOCK 63, PUBLIC SCHOOL LAND SURVEY, CULBERSON COUNTY, TEXAS; BOTH BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**



**EXHIBIT "A"**  
Legal Description

SURVEY 1 FIELD NOTES

WEST PART OF WILD HORSE VALLEY FARM

FIELD NOTES DESCRIBING A SURVEY OF 18,897.12 ACRES OF LAND IN BLOCK 65, TOWNSHIPS 7 AND 8, T. & P. R.R. COMPANY SURVEY, AND BLOCK 77, PUBLIC SCHOOL SURVEY, CULBERSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 1/2 inch rod in a large stone mound recovered at the Southwest corner of Section 20 and the Northwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, Culberson County, Texas, identified as set by R.W. Baker in 1959, for the Northernmost Northwest corner of this survey, whence a 3/8 inch iron pipe in a stone mound bears S 89° 32' 53" W 18.49 feet, and a 1 1/4 inch GIP marked "SW20, NW25, B65, T7, T. & P., 1959 E.L. PSL B122, 1959" in a large stone mound recovered at the Southeast corner of Section 8 and the Northwest corner of Section 9, Block 122, Public School Land Survey, Culberson County, Texas, identified by R.W. Baker as a corner set by A.M. Parker in his original survey of said Block 122, in October, 1900, bears N 0° 00' 30" W 103.84 feet, a brass cap in concrete marked "SE36, NE37 Block 65 T, T. & P. RY. Company Survey, KRA-139, 1939" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas, bears S 12° 47' 50" E 49,250.57 feet;

THENCE S 89° 55' 50" E 5,703.24 feet along the common line of said Sections 20 and 25, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 19, 20," set for the common corner of Sections 25, 26, 19, and 20 of said Block 65, Township 7, for the Northernmost Northeast corner of this survey;

THENCE S 0° 02' 00" W 5,557.37 feet along the common line of Sections 25 and 26, Block 65, Township 7, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 25, 26, 28, 27, set at the common corner of Sections 25, 26, 27 and 28, Block 65, Township 7, for a corner of this survey;

THENCE N 88° 59' 18" W 25.00 feet along the common line of sections 25 and 28, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 1,986.57 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198", set for an interior corner of this survey;

THENCE S 45° 02' 00" W 319.61 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198", set for an interior corner of this survey;

THENCE S 0° 02' 05" W 406.88 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198", set for an interior corner of this survey;



**EXHIBIT "A"**  
Legal Description

THENCE S 44° 58' 00" E 319.62 feet to a 1/2 inch iron rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 00" W 2,409.42 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line Sections 28 and 37, Block 65, Township 7, for an interior corner this survey;

THENCE S 89° 52' 15" E 25.00 feet along said common line, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 28, 27, 37, 38" set at the common corner of Sections 28, 27, 37 and 38, Block 65, Township 7, for a corner of this survey;

THENCE S 0° 02' 00" W 5,148.90 feet along the common line of said Sections 37 and 38 to a recovered 1 1/4 inch G.I.P. marked "SE37, SW38, NE2, NW1, B65, T7, T8, T & P, 1959", as set by R.W. Baker in 1959 at the common corner of Sections 37 and 38, Block 65, Township 7, and Sections 2 and 1, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 89° 56' 54" E, 4,949.07 feet along the common line of Section 38, Block 65, Township 7, and Section 1, Block 65, Township 8, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a point calculated for the Southeast corner of Section 38, Block 65, Township 7, the Northeast corner of Section 1, Block 65, Township 8, the Southwest Corner of Section 43, Block 64, Township 7, and the Northwest corner of Section 4, Block 77, Public School Land Survey, Culberson County, Texas, bears N 89° 56' 57" 283.33 feet;

THENCE S 0° 02' 04" W 4,486.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SWN Part S4 B77, PSL, EL, S1, B65, T8, 1959" stone mound under a fence as set by R.W. Baker in 1959, the southwest corner of the North part of Section 4, Block 77, Public School Land Survey, bears S 88° 57' 15" E 283.46 feet;

THENCE N 89° 59' 00" W 2,036.11 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 02' 02" W 659.27 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 59' 00" W 2,915.42 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198 2, 1, 11, 12," set for an interior corner of this survey, the common corner of Sections 2, 1, 11 and 12 of Block 65, Township 8, T. & P. R.R. Company Survey, Culberson County, Texas;



**EXHIBIT "A"**  
Legal Description

THENCE S 0° 03' 43" W 3,917.70 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE N 89° 54' 38" W at 1.11 feet pass a 3/4 inch iron pipe at a fence corner, in all 1,320.00 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 0° 03' 42" W 1,319.01 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 11 and 14, Block 65, Township 8, for an interior corner of this survey;

THENCE S 89° 54' 39" E 1,320.00 feet to a 1 1/4 inch G.I.P. marked "SE11, SW12, N214, NW13, 365, T8, T & P, 1959" in a stone mound under a fence as set by R.W. Baker in 1959, the common corner of Sections 11, 12, 13, and 14, Block 65, Township 8, T. & P. R.R. Company Survey for a corner of this survey;

THENCE S 89° 58' 30" E 5,236.70 to a 1 1/4 inch G.I.P. marked "SE12, NE13, B65, T8, T&P, WL B77, PSL, 1959," in a stone mound at a fence corner, as set by R.W. Baker in 1959, the common corner of said Sections 13 and 12 of said Block 65, Township 8, on the West line of said Block 77, for a corner of this survey;

THENCE S 0° 01' 39" W along the East line of said Block 65, Township 8, and the West line of said Block 77 at 5,591.81 feet pass a point, the Southeast corner of Section 13 and the Northeast corner of Section 24 of said Block 65, Township 8, on the West line of said Block 77, at 7,142.17 feet pass a point, the Southwest corner of Section 5 and the Northwest corner of Section 6 of said Block 77 on the East line of said Block 65, Township 8, in all 7,813.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE S 89° 57' 58" E 3,128.69 along the South line of a 570.00 acre tract of land out of Sections 5 and 6, Block 77, Public School Land Survey, described by metes and bounds in deed recorded in Volume 66, Page 171, of the Deed Records in Culberson County, Texas, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the West right of way line of F.M. Highway 2185 for a corner of this survey;

THENCE S 0° 01' 27" W 102.40 feet along the West right of way line of F.M. Highway 2185 to a point, whence a concrete right of way marker bears N 89° 14' 29" E 101.06 feet, for a corner of this survey;

THENCE S 0° 02' 21" W 2,203.26 feet along said right of way line to a concrete right of way marker on the P.C. of a curve to the right for a corner of this survey;

THENCE along a curve to the right, with a Delta of 89° 58' 49", a radius of 905.21 feet, an arc length of 1,421.59 feet, a Long Chord with a bearing of S 45° 05' 25" W and a length of 1,279.94 feet to a concrete right of way marker recovered on the P.T. of a curve on the north right of way line of F.M. Highway 2185 for a corner of this survey;



**EXHIBIT "A"**  
Legal Description

THENCE N 89° 58' 52" W along the North right of way line of said F.M. Highway 2185 at 2,222.21 feet pass the common line of said Section 6, Block 77, and Section 24, Block 65, Township 8, from whence a calculated point for the Southeast corner of Section 24 and the Northeast corner of Section 25, Block 65, T8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 62.65 feet, a brass cap in concrete marked "SE36, NE37, B65, T8, T. & P. R.R. Company Survey, KRA 139, 1931" recovered at the Southeast corner of Section 36, and the Northeast corner of Section 37, Block 65, Township 8, T. & P. R.R. Company Survey, bears S 0° 01' 39" W 10,594.71 feet, in all 7,291.40 feet to a concrete right of way marker on said right of way line for a corner of this survey;

THENCE N 89° 58' 30" W along the North right of way line of said F.M. Highway 2185 at 169.14 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch GIP marked "SE23, SW24, NW25, NE26, B65, T8, T&P, offset 13.45 varas North 1959" in stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 06" W 100.95 feet, at 5,493.77 feet pass the common line of Sections 23 and 24 of said Block 65, from whence a 1 1/4 inch G.I.P. marked "NE27, NW26, SE22, SW23, B65, T8, T&P, offset 14.8 varas North, 1959" in a stone mound under fence, as set by R.W. Baker in 1959, bears S 0° 02' 57" W 101.70 feet, in all 5,999.64 feet to a concrete right of way marker for a corner of this survey;

THENCE N 89° 56' 22" W along the North right of way line of Highway 2185 at 4,818.87 feet pass the common line of Sections 21 and 22 of said Block 65, from whence a 1 1/4 inch GIP marked "SW22, SE21, NE28, NW27, B65, T8, T&P, offset 14.5 varas North 1959" in stone mound as set by R.W. Baker in 1959, bears S 0° 02' 03" W 102.92 feet, in all 10,102.14 feet to a concrete right of way marker on the P.C. of a curve to the left, for a corner of this survey, whence a 1 1/4 inch G.I.P. marked "SE20, SW21, NE29, NW28, B65, T8, T&P, offset 17.46 varas North, 1959" in a stone mound under fence as set by R.W. Baker in 1959, bears S 21° 57' 18" W 115.76 feet;

THENCE along the North right of way line of F.M. Highway 2185, a curve to the left with a Delta of 45° 32' 14", a Radius of 1,484.34 feet, an Arc Length of 1,179.72 feet and a Long Chord with a bearing of S 66° 56' 44" W and a distance of 1,148.91 feet, to a concrete right of way marker on the P.T. of a curve for a corner of this survey;

THENCE 44° 31' 25" W 359.30 feet along the Northwest right of way of F.M. Highway 2185 to a concrete right of way marker on the P.C. of a curve for a corner of this Survey;

THENCE along said right of way along and curve to the left with a Delta of 44° 38' 58", a Radius of 1,492.91 feet an Arc Length of 1,163.39 feet and a Long Chord with a bearing of S 22° 01' 33" W and a distance of 1,134.18 feet to a concrete right of way marker on the P.T. of curve for a corner of this survey;

THENCE S 0° 05' 09" E 4.11 feet, along the West right of way line of F.M. Highway 2185 to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" for a corner of this survey;

THENCE S 89° 34' 49" W along a fence at 3,629.78 feet pass the common line of Sections 29 and 30 of said Block 65, in all 8,953.43 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2398" set on the common line of the G.W. Russ



**EXHIBIT "A"**  
Legal Description

Survey, Block G and Block 65, Township 8, for the Southwest corner of this survey, from whence a 5/8 inch rod in a stone mound bears N 03° 42' 33" W 90.71 feet and a fence corner bears S 89° 34' 49" W 186.09 feet,

THENCE N 0° 01' 10" E along the West line of Block 65, Township 8, and the East line of the G.W. Russ Survey, Block G, at 1,333.25 feet pass a 1 1/4 inch GIP marked "SE13, B-G" in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 13 and the Northeast corner of Section 11 of said Block G, in all 1,777.01 feet to a 1 1/4 inch GIP marked "SW19, NW30, B65, T8, T&P, 1959" as set by R.W. Baker in 1959 the Southwest corner of Section 19 and the Northwest corner of Section 30 of said Block 65, Township 8, for a corner of this survey;

THENCE N 00° 00' 56" E 3,005.48 feet along the common line of Block 6, G.W. Russ Survey, and Block 65, Township 8, T. & P. R.R. Company Survey, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the Southeast right of way line of State Highway 54, for a corner of this survey;

THENCE N 15° 49' 01" E 140.43 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 17" E along the Southeast right of way line of State Highway 54, at 2,441.01 feet pass the common line of Sections 18 and 19, Block 65, Township 8, T. & P. R.R. Company Survey, from whence a 1 1/4 inch GIP marked "SW18, NW19, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, the Southwest corner of Section 18 and the Northwest corner of Section 19, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 45" W 703.13 feet, at 8,247.60 feet pass the common line of Section 7 and 18 of said Block 65, Township 8, from whence a 1 1/4 inch G.I.P. marked "SW7, NW18, B65, T8, T&P, 1959" as set by R.W. Baker in 1959, for the Southwest corner of Section 7 and the Northwest corner of Section 18, Block 65, Township 8, T. & P. R.R. Company Survey, bears N 89° 58' 54" W 2,284.33 feet, in all 8,401.73 feet to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 25" E 900.07 feet along said right of way line to a concrete right of way marker for a corner of this survey;

THENCE N 15° 49' 14" E 4,382.20 feet along said right of way line to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 6 and 7 of said Block 65, Township 8, for a corner of this survey;

THENCE S 89° 58' 54" E 1,542.66 feet along said common line to a 1 1/4 inch G.I.P. marked "SE6, SW5, NE7, NW8, B65, T8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959 at the common corner of Sections 5, 6, 7, and 8, Block 65, Township 8, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 07' 46" E 5,149.70 feet along the common line of said Sections 5 and 6 to a 1 1/4 inch G.I.P. marked "SE33, SW34, NE6, NW5, T7, T8, B65, T&P, 1959" in a stone mound as set by R.W. Baker, the common corner of Sections 33 and 34, Township 7 and Sections 5 and 6, Township 8, Block 65, T. & P. R.R. Company Survey, for a corner of this survey;



**EXHIBIT "A"**  
Legal Description

THENCE S 89° 56' 09" E 5,325.44 feet along the common line of Section 34, Township 7, and Section 5, Township 8, to a 1 1/4 inch G.I.P. marked "SE34, SW35, NE5, NW4, B65, T-7, T-8, T&P, 1959" in a stone mound as set by R.W. Baker in 1959, for the common corner of Sections 34 and 35, Township 7, and Sections 4 and 5, Township 8, said Block 65, T. & P. R.R. Company Survey, for an interior corner of this survey;

THENCE N 0° 01' 09" E along the common line of Sections 34 and 35 of said Block 65, at 5,146.67 feet pass a point for the common corner of Sections 30, 31, 34 and 35, of said Block 65, Township 7, in all 10,486.38 feet to a recovered 1 1/4 inch G.I.P. marked "NE31, NW30, B65, T7, T&P, S.L. 10, B122, PSL 1959" in a stone mound as set by R.W. Baker in 1959, the Northeast corner of Section 31 and the Northwest corner of Section 30, Block 65, Township 7, T. & P. R.R. Company Survey, for a corner of this survey, from whence a 3/4 inch G.I.P. marked "SW10, B122, PSL, SE24, B65, T7" in a stone mound, as recovered and identified by R.W. Baker as the Southwest corner of Section 10, Block 122, Public School Land Survey, and as corner set by A.H. Parker in October 1900, bears N 89° 54' 47" W 15.40 feet;

THENCE N 89° 58' 07" E 4,894.47 feet, to a 1 1/4 inch G.I.P. marked "SE10, SW9, B122, PSL," in a stone mound as set by R.W. Baker in 1959, the Southeast corner of Section 10 and the Southwest corner of Section 9, Block 122, Public School Land Survey for a corner of this survey; whence a 1" IP in a stone mound bears S 79° 41' 45" E 488.87 feet;

THENCE S 89° 57' 46" E at 440.50 feet pass a point, the Northeast corner of Section 30 and the Northwest corner Section 29 of said Block 65, Township 7, in all 5,389.55 feet to a 1 1/4 inch G.I.P. marked "SE9, B122, PSL, SW25, B65, T7, T&P 1959," in a stone mound as recovered and identified by R.W. Baker in 1959, as corner set by A.H. Parker in October 1900, for the Southeast corner of Section 9, Block 122, Public School Land Survey, and the Southwest corner of Section 25, Block 65, Township 7, T. & P. R.R. Company Survey, whence a large stone mound recovered at the common corner of Sections 25, 28 and 29, Block 65, Township 7, bears S 89° 57' 27" E 385.91 feet, for an interior corner of this survey;

THENCE N 0° 04' 13" E 5,470.05 feet along the East line of said Section 9, Block 122, and the West line of said Section 25, to the place of beginning. Containing 18,890.82 acres of land more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

**SURVEY 2 FIELD NOTES**

**EAST PART OF WILD HORSE VALLEY FARM**

**FIELD NOTES DESCRIBING A SURVEY OF 2,057.14 ACRES OF LAND IN BLOCK 63, PUBLIC SCHOOL LAND SURVEY CULBERSON COUNTY, TEXAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:**



**EXHIBIT "A"**  
Legal Description

BEGINNING at a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 3, 6, 5", set at the Northeast corner of Section 6 and the Northwest corner of Section 5, Block 63, on the South line of Section 3, Block 77, Public School Land Surveys, Culberson County, Texas, whence a 1 1/4 inch G.I.P. marked "SE46, SW47, B64, T7, TXL, 1958" as set by R.W. Baker in 1958, the Southeast corner of Section 46 and the Southwest corner of Section 47, Block 64, Township 7, T. & P. R.R. Company Survey, on the North line of Section 3, of said Block 77, bears N 78° 37' 21" E 12,914.19 feet, for the Northeast corner of this survey;

THENCE N 89° 58' 41" W 748.85 feet along the North line of said Section 6, Block 63, and the South line of said Section 3, Block 77, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse Draw for a corner of this survey;

THENCE along the center line meanders of Wild Horse Draw as follows:

S 46° 45' 32" W 115.09 feet to a 60D Nail;  
S 17° 32' 53" W 156.02 feet to a 60D Nail;  
S 05° 53' 25" W 136.66 feet to a 60D Nail;  
S 53° 10' 21" W 196.55 feet to a 60D Nail;  
S 24° 35' 14" W 58.35 feet to a 60D Nail;  
S 09° 25' 29" E 209.74 feet to a 60D Nail;  
S 67° 56' 05" W 54.52 feet to a 60D Nail;  
N 81° 14' 19" W 47.09 feet to a 60D Nail;  
N 36° 37' 19" W 117.69 feet to a 60D Nail;  
N 84° 52' 00" W 46.42 feet to a 60D Nail;  
S 57° 31' 08" W 267.39 feet to a 60D Nail;  
S 20° 35' 58" E 62.50 feet to a 60D Nail;  
S 39° 27' 36" E 152.96 feet to a 60D Nail;  
S 26° 41' 27" E 86.22 feet to a 60D Nail;  
S 17° 37' 20" W 57.77 feet to a 60D Nail;  
S 64° 50' 46" W 130.91 feet to a 60D Nail;  
S 15° 49' 40" W 101.84 feet to a 60D Nail;  
S 27° 16' 41" E 90.49 feet to a 60D Nail;  
S 31° 18' 49" W 196.82 feet to a 60D Nail;



**EXHIBIT "A"**  
Legal Description

S 05° 07' 14" W 72.10 feet to a 60D Nail;  
S 65° 26' 04" E 140.95 feet to a 60D Nail;  
S 30° 06' 13" W 87.63 feet to a 60D Nail;  
S 78° 42' 02" W 103.24 feet to a 60D Nail;  
N 49° 45' 33" W 75.19 feet to a 60D Nail;  
S 81° 37' 58" W 30.09 feet to a 60D Nail;  
S 57° 01' 51" W 237.13 feet to a 60D Nail;  
N 59° 34' 22" W 140.78 feet to a 60D Nail;  
S 88° 33' 20" W 44.79 feet to a 60D Nail;  
N 33° 33' 00" W 69.98 feet to a 60D Nail;  
S 03° 27' 04" W 122.19 feet to a 60D Nail;  
S 52° 59' 06" W 29.86 feet to a 60D Nail;  
N 63° 24' 13" W 65.84 feet to a 60D Nail;  
N 46° 08' 01" W 93.08 feet to a 60D Nail;  
S 84° 31' 05" W 80.03 feet to a 60D Nail;  
S 72° 50' 15" W 187.30 feet to a 60D Nail;  
S 62° 51' 25" W 129.08 feet to a 60D Nail;  
S 44° 36' 39" W 266.17 feet to a 60D Nail;  
N 65° 48' 24" W 42.33 feet to a 60D Nail;  
N 31° 47' 56" W 117.83 feet to a 60D Nail;  
N 47° 48' 16" W 104.23 feet to a 60D Nail;  
N 70° 35' 14" W 100.19 feet to a 3/4 inch iron pipe;  
S 78° 19' 55" W 53.68 feet to a 60D Nail;  
S 48° 38' 38" W 65.23 feet to a 60D Nail;  
S 39° 18' 25" W 77.38 feet to a 60D Nail;  
S 71° 44' 36" W 37.50 feet to a 60D Nail;  
N 81° 58' 56" W 81.43 feet to a 60D Nail;  
N 63° 25' 26" W 72.06 feet to a 60D Nail;  
S 74° 41' 01" W 48.39 feet to a 3/4 inch iron pipe;  
S 23° 37' 53" W 214.26 feet to a 60D Nail;



**EXHIBIT "A"**  
Legal Description

S 58° 52' 01" W 283.32 feet to a 60D Nail;  
S 05° 25' 07" W 261.50 feet to a 1 1/4 inch iron pipe;  
S 18° 28' 27" E 540.39 feet to a 60D Nail;  
S 26° 04' 15" E 453.94 feet to a 60D Nail;  
S 37° 32' 26" W 352.17 feet to a 60D Nail;  
S 09° 20' 15" E 205.05 feet to a 60D Nail;  
S 25° 55' 01" E 176.50 feet to a 60D Nail;  
S 56° 45' 15" E 475.85 feet to a 60D Nail;  
S 66° 53' 57" E 198.04 feet to a 60D Nail;  
S 62° 20' 06" E 471.04 feet to a 60D Nail;  
S 44° 07' 30" E 369.46 feet to a 60D Nail;  
S 35° 54' 07" E 121.04 feet to a 60D Nail;  
S 79° 55' 38" E 191.23 feet to a 60D Nail;

THENCE S 35° 37' 47" E along said draw at 151.46 feet pass a point on the common line of Sections 6 and 7, Block 63, Public School Land Survey, whence a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set at the common corners of Sections 6, 5, 7, and 8 of said Block 63, bears S 89° 58' 57" E 1,910.99 feet, in all 351.87 feet;

THENCE continuing with said Wild Horse Draw meanders as follows:

S 77° 03' 14" E 241.46 feet to a 60D Nail;  
S 35° 44' 14" E 191.38 feet to a 60D Nail;  
S 18° 56' 50" E 260.79 feet to a 60D Nail;  
S 28° 20' 24" E 87.69 feet to a 60D Nail;  
S 37° 02' 59" W 46.30 feet to a 60D Nail;  
S 82° 17' 23" W 129.79 feet to a 60D Nail;  
S 43° 59' 15" W 110.57 feet to a 60D Nail;  
S 11° 16' 36" E 134.77 feet to a 60D Nail;  
S 49° 07' 06" E 414.05 feet to a 60D Nail;  
S 38° 56' 55" E 287.64 feet to a 60D Nail;  
S 03° 06' 17" W 220.20 feet to a 60D Nail;



**EXHIBIT "A"**  
Legal Description

S 36° 40' 53" E 409.16 feet to a 60D Nail;

S 53° 02' 19" E 131.22 feet to a 60D Nail;

N 85° 44' 58" E 148.60 feet to a 60D Nail;

S 53° 40' 06" E 122.81 feet to a 60D Nail;

S 12° 41' 17" E 61.21 feet to a 60D Nail;

S 21° 48' 36" W 68.53 feet to a 60D Nail;

N 82° 46' 06" W 196.42 feet to a 60D Nail;

S 73° 43' 17" W 92.63 feet to a 60D Nail;

S 19° 00' 34" W 163.94 feet to a 60D Nail;

S 43° 46' 57" E 176.46 feet to a 60D Nail;

THENCE S 60° 08' 40" E 178.78 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the South line of the North half of said Section 7, for an interior corner of this survey;

THENCE N 89° 59' 05" W 3,764.13 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for a corner of this survey;

THENCE S 0° 01' 27" W 1,320.00 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set for an interior corner of this survey;

THENCE N 89° 59' 06" W 941.19 feet to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the East right of way line of F.M. 2185 for a corner of this survey;

THENCE S 0° 01' 27" W along said right of way, at 1,321.24 feet pass the common line of Sections 7 and 18 of said Block 63, in all 6,502.17 feet to a concrete right of way marker, whence a 1 1/4 inch G.I.P. marked "NE6, SW5, B77, PSL, WL18, B63, 19.1 varas E," in a stone mound under a fence, as set by R.W. Baker in 1959, bears N 7° 31' 17" W 778.93 feet, for a corner of this survey;

THENCE S 0° 01' 21" W 101.86 feet along the East right of way line of said F.M. Highway 2185, to a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198" set on the common line of Section 18 and Section 19 of said Block 63, for the southwest corner of this survey, whence a railroad spike recovered in the pavement centerline of F.M. 2185, bears N 88° 37' 05" W 50.30 feet, a point calculated at the Southwest corner of Section 18 and the Northwest corner of Section 19 of said Block 63, on the East line of Block 77, Public School Land Survey, bears N 89° 59' 29" W 49.25 feet, from whence a 4 inch by 4 inch Concrete monument with brass cap marked "N.W. 6 UT Block 48" recovered at the Northwest corner of Block 48 University Land Survey, bears S 0° 37' 14" W 5,310.05 feet;



**EXHIBIT "A"**  
Legal Description

THENCE S 89° 59' 29" E at 5,225.10 feet pass a point calculated at the common corner of Sections 18, 17, 19 and 20 of said Block 63, in all 10,499.45 feet to a 1 inch G.I.P. recovered flush with road, at the common corner of Sections 17, 16, 20 and 21, for the Southeast corner of this survey, and an interior corner of the Southwest Sunsites Subdivision, as per plat recorded in Volume 5 Pages 23-28, of the plat records of Culberson County, Texas, from whence a 1 inch iron pipe marked "17, 16, 20, 21", at a fence corner bears N 48° 42' 17" W 122.88 feet;

THENCE N 0° 01' 39" E 5,281.88 feet, along the common line of Sections 17 and 16, and along the West line of said subdivision, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198, 8, 9, 17, 16" set at the common corner of Section 8, 9, 17 and 16 of said Block 63, for a corner of this survey, whence a 6 inch iron pipe 6 feet high, bears N 67° 17' 56" E 15.99 feet;

THENCE N 89° 59' 14" W 2,962.41 feet along the common line of Sections 8 and 9 of said Block 63, to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set in the centerline of Wild Horse Draw, for an interior corner of this survey;

THENCE along the centerline meanders of Wild Horse Draw as follows:

N 05° 20' 39" W 804.62 to a point;

N 61° 35' 11" E 137.90 to a point;

N 39° 10' 27" E 178.60 to a point;

N 8° 31' 59" E 199.50 to a point;

N 26° 47' 24" W 154.60 to a point;

N 40° 22' 51" W 217.30 to a point;

N 58° 40' 43" W 614.60 to a point;

N 39° 49' 17" W 310.12 to a point;

N 68° 15' 40" W 698.10 to a point;

N 67° 14' 41" W 187.60 to a point;

N 62° 09' 10" W 195.60 to a point;

THENCE N 77° 56' 29" W 584.33 feet to a 1/2 inch rod with aluminum cap marked "FXS RPLS 2198" set on the common line of Sections 8 and 7 of said Block 63, for a corner of this survey;

THENCE N 0° 01' 39" E at 2,674.14 feet, pass a 1/2 inch rod with an aluminum cap marked "FXS RPLS 2198, 6, 5, 7, 8" set on the common corner of Sections 5, 6, 7 and 8 of said Block 63, in all 7,956.42 feet to the place of beginning.



**EXHIBIT "A"**  
Legal Description

Containing 2,057.14 acres of land more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.



## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2025**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)



9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
  - b. **Rights of parties in possession.**
  - c. **Rights of parties in possession, as tenants only, under unrecorded lease agreements.**
  - d. **Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.**

**Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.**

**e. OWNER POLICY:**

**Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of El Paso County,**



Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to \$\_\_\_\_\_. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

(OWNER POLICY ONLY)

(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)

**f. LOAN POLICY**

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

(LOAN POLICY ONLY)

(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

- g. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**

(NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

- h. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land, together with all rights,**



**privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the Land that are not listed.**

- i. Visible and apparent easements for roads and public utilities existing on the ground.**
- j. Right of Way Easement to the STATE OF TEXAS, recorded in Volume 45, Page 100 and Volume 45, Page 102, Deed Records, Culberson County, Texas. (State Highway 54)**
- k. Blanket Easement to EL PASO ELECTRIC COMPANY, recorded in Volume 52, Page 123, Deed Records, Culberson County, Texas. Company makes no representation as to the present ownership of this interest. (29, Blk 65, T-8)**
- l. Right of Way Easement to the STATE OF TEXAS, recorded in Volume 60, Page 131, Volume 60, Page 134, Deed Records, Culberson County, Texas. (F.M. Highway 2185)**
- m. Right of Way Easement to the STATE OF TEXAS, recorded in Volume 60, Page 178, Deed Records, Culberson County, Texas. (6-63, PSL)**
- n. Right of Way Easement to the STATE OF TEXAS, recorded in Volume 60, Page 242, Deed Records, Culberson County, Texas. (F.M. Highway 2185)**
- o. Easement to CULBERSON COUNTY, recorded in Volume 113, Page 88, Deed Records, Culberson County, Texas. (25, 28, 29, 36 & 36 Blk. 65, T-7 and 4, 5, 8, 17 & 20, Blk 65, T-8)**
- p. Easement to CULBERSON COUNTY, recorded in Volume 113, Page 121, Deed Records, Culberson County, Texas. (25, 28, 29, 35, 36 & 37, Blk 65, T-7 and 1, 2, 3, 4, 8, 9, 10, 11, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24 & 29 Blk. 65, T-8)**
- q. Pole Line Easement to EL PASO ELECTRIC COMPANY, recorded in Volume 114, Page 743, Deed Records, Culberson County, Texas. Company makes no representation as to the present ownership of this interest. (29, Blk 65, T-8)**
- r. Easement to EL PASO ELECTRIC COMPANY, recorded in Volume 116, Page 669, Deed Records, Culberson County, Texas. Company makes no representation as to the present ownership of this interest. (29, Blk 65, T-8)**
- s. Roadway Easement to CULBERSON COUNTY, recorded in Volume 149, Page 673, Deed Records, Culberson County, Texas. (1, Blk 65, T-8)**
- t. NOTE: The company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and**



**does not override Item 2 of Schedule "B" hereof.**



## SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Title examination did not reveal any liens filed of record affecting the subject property. Company requires the Record Owner to execute an Affidavit as to Debts and Liens at or prior to closing that will either, (1) confirm there are no liens, recorded or unrecorded, against the subject property or, (2) disclose all liens, recorded or unrecorded, affecting the subject property. Should the affidavit reveal any liens affecting the subject property, Company may require additional examination of title and require a release of lien against the subject property at or prior to closing.**
6. **NOTE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000.00 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner Policy)**
7. **NOTE: Please be advised if a partnership, joint venture, trust, or a corporation is**



involved in this transaction, either as a seller, purchaser or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.

8. We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.
9. NOTE: The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.
10. Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of \$100,000 be made by wire transfer. Contact your closing team for wiring instructions.
11. NOTE: Please note that Page 1 of the metes and bounds description for West Part of Wild Horse Valley Farm shows 18,897.12 acres, however, page 6 shows 18,890.82 acres. The combined acreage on the contract appears to correlate with the 18,890.82 acre amount.

Countersigned  
WestStar Title, LLC

By Melissa Alva Mier



## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE D

GF No. **241917-COM**

Effective Date: **December 3, 2024, 05:00 pm**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

**Underwriter: Fidelity National Title Insurance Company**

The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors, and officers are listed below:

Shareholders: Fidelity National Title Group, Inc., which is owned 100% by FNTG Holdings, LLC, which is owned 100% by Fidelity National Financial, Inc., a publicly held company.

Directors: Steven G. Day, Roger S. Jewkes, Marjorie Nemzura, Michael J. Nolan, Anthony J. Park

Officers: Michael J. Nolan, President, Chief Executive Officer, and Chairman of the Board; Anthony J. Park, Treasurer, Chief Financial Officer, and Executive Vice President; Marjorie Nemzura, Corporate Secretary and Vice President

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.
  - a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

**Owners:** WestStar Bank (Texas Banking Association)
  - b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

WestStar Bank Holding Company, Inc.

- c. The following persons are officers and directors of the Title Insurance Agent:

**WestStar Title, LLC**

**Officers:** Bernardo Del Hierro, President  
Rodolfo Telles, Sr. Senior Vice President, Title Examination Manager  
Rachel Samaniego Valles, Senior Vice President & Branch Manager  
Olivian Janette Coon, Senior Vice President & Commercial Escrow Manager  
Anita Dominguez, Vice President  
Jaime Gloria, Escrow Accounting Manager



3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	<u><b>\$28,607.00</b></u>
Loan Policy	<u><b>\$0.00</b></u>
Endorsement Charges	<u><b>\$0.00</b></u>
Other	<u><b>\$0.00</b></u>
Total	<u><b>\$28,607.00</b></u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
<b>\$12006.25</b>	<b>FNF Southwest Agency</b>	<b>50% after Underwriter Portion</b>

" \*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."





## **Privacy Policy Notice**

### **We Are Committed to Safeguarding Customer Information**

Financial Institutions choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Title V of the Gramm-Leach-Bliley Act (GLBA) governs the treatment of nonpublic personal information about consumers by financial institutions. GLBA generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. WestStar Title values you as a customer and respects your right to privacy. We recognize the importance of protecting the confidentiality and security of the information we collect about individuals. We understand that you may be concerned about what we will do with such information. The following is WestStar Title's privacy policy regarding information we collect. This privacy policy governs the use and handling of your personal information. It provides an explanation of the types of information we collect, the means used to collect such information, an explanation of how we share the information collected, and an explanation of how we protect such information. Please read this notice carefully to understand what we do.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information We Collect**

In the course of our business we may collect personal information about you. The types of information we collect and share depend on which of our services you are utilizing. This information can include:

- Information we receive from you whether in writing, in person, by telephone or any other means. This can include application information (such as assets and income) and identifying information (such as name, address, and social security number);
- Information about your transaction with us our affiliated companies, or others; this can include information about balances, payment history, and parties to the transaction) and
- Information we receive from a consumer reporting agency, this can include information about your creditworthiness.

### **Use of Information We Collect**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. We will not release your information to nonaffiliated parties except:



- as necessary for us to provide the product or service you have requested of us, such as to process account transactions, maintain accounts, respond to court orders and legal investigations; or
- as permitted by law.

We may store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

In the course of our general business practices we may disclose the information we collect (as described above) about you to the following types of institutions for the reasons described below:

- To third party service providers to provide you with services you have requested this can be done by processing your transactions and maintain your account. These companies can include title insurers, property and casualty insurers, and companies involved in real estate services (appraisal companies, home warranty companies, and escrow companies).
- To companies that perform marketing services on our behalf.

### **Information We May Disclose to Our Affiliates**

WestStar Title has the following affiliates: WestStar Bank, WestStar Insurance Agency, Inc., WestStar Bank Holding Company Inc., and WestStar Title Holdings, LLC. We do not share personal information with our affiliates so they can market or make solicitations to you. We may share information about your transactions and experiences – this can include information such as your payment history – with our affiliates for their everyday business purposes, you cannot limit the sharing of this information.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

To protect your personal information from unauthorized access and use, we use security measures and maintain physical, electronic, and procedural safeguards that comply with federal law. We restrict access to personal information about you to those individuals and entities who need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy policy.

**Note:** The above Privacy Policy applies to individuals who obtain services or products who obtain services or products that are to be used for personal family or household purposes.



## RESOLUTION

**A RESOLUTION OF THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD (EPWATER) TO AWARD THE SALE OF APPROXIMATELY 20,948 ACRES OF LAND, LEGALLY DESCRIBED AS CONSISTING OF ALL OR PARTIAL SECTIONS OF TOWNSHIP 7 AND 8, BLOCK 65, AND ALL OR PARTIAL SECTIONS OF PSL, BLOCK 77, AND PSL PART I AND PSL PART II, BLOCK 63, ALSO KNOWN AS WILDHORSE RANCH, CULBERSON COUNTY, TEXAS, TO OLIVER OLIN WOOTEN TRUSTS 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, wastewater and drainage utility systems in its land inventory (collectively the “System”); and,

**WHEREAS**, on November 13, 2024, 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.

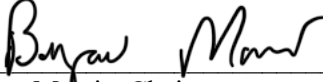
Section 2. That the El Paso Water Utilities Public Service Board recommends that the land described below be sold to Oliver Olin Wooten Trusts for a total amount of \$6,600,000:

Approximately 20,948 acres of land, legally described as consisting of all or partial sections of Township 7 and 8, Block 65, and all or partial sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, also known as the Wild Horse Ranch, Culberson County, Texas.

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 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 Oliver Olin Wooten Trusts.

**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 13th day of November, 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.

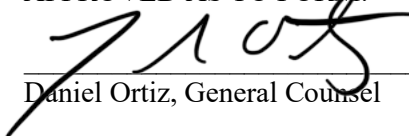
EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD

  
Bryan Morris, Chair

ATTEST:

  
Stefanie Block Uribarri, Secretary-  
Treasurer

APPROVED AS TO FORM:

  
Daniel Ortiz, General Counsel

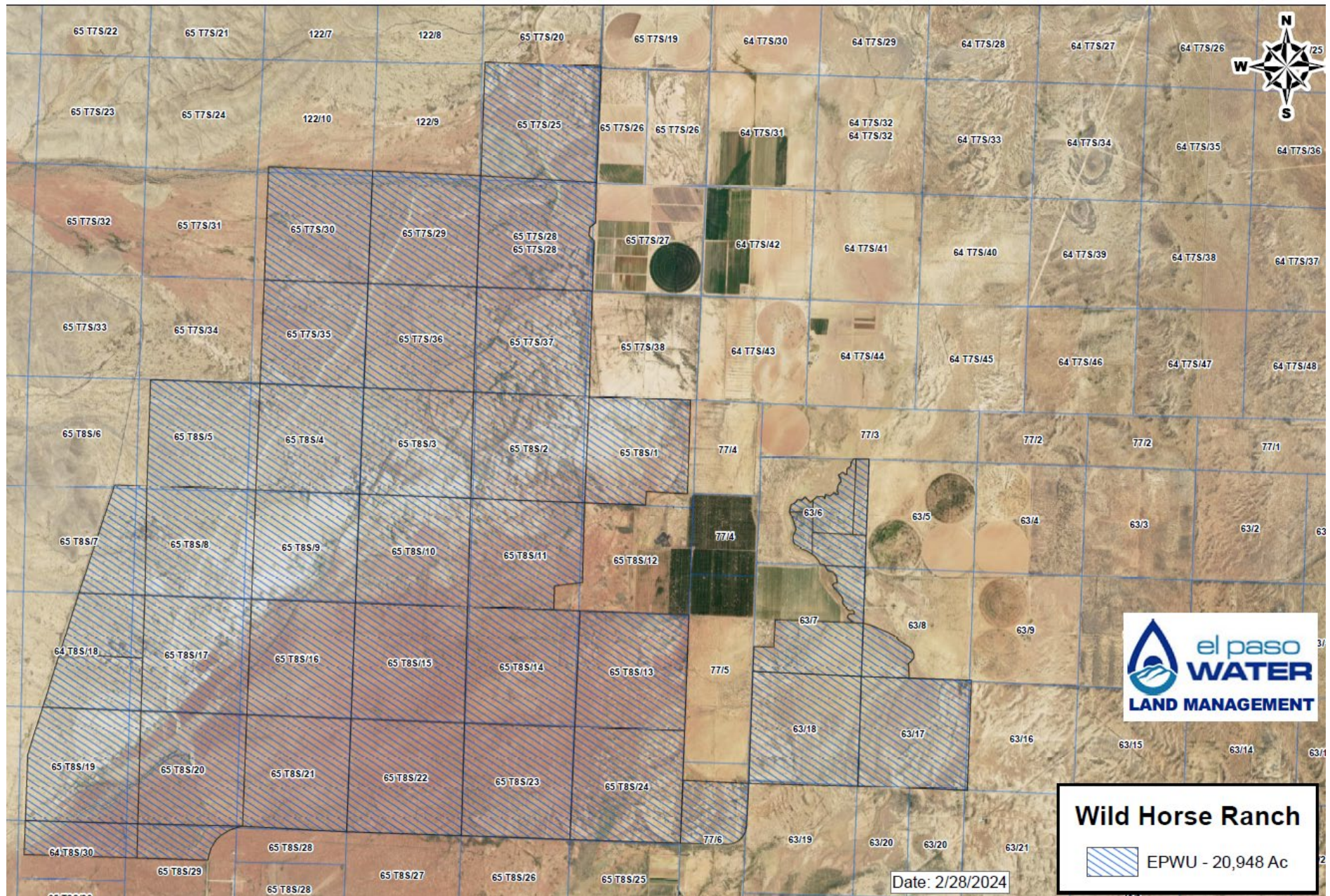




An Ordinance authorizing the City Manager to sign a deed and any other documents necessary to convey approximately 20,948 acres of land legally described as property consisting of all or partial sections of Township 7 and 8, Block 65, and all or partial sections of PSL, Block 77, and PSL Part I and PSL Part II, Block 63, Culberson County, Texas

February/March 2025

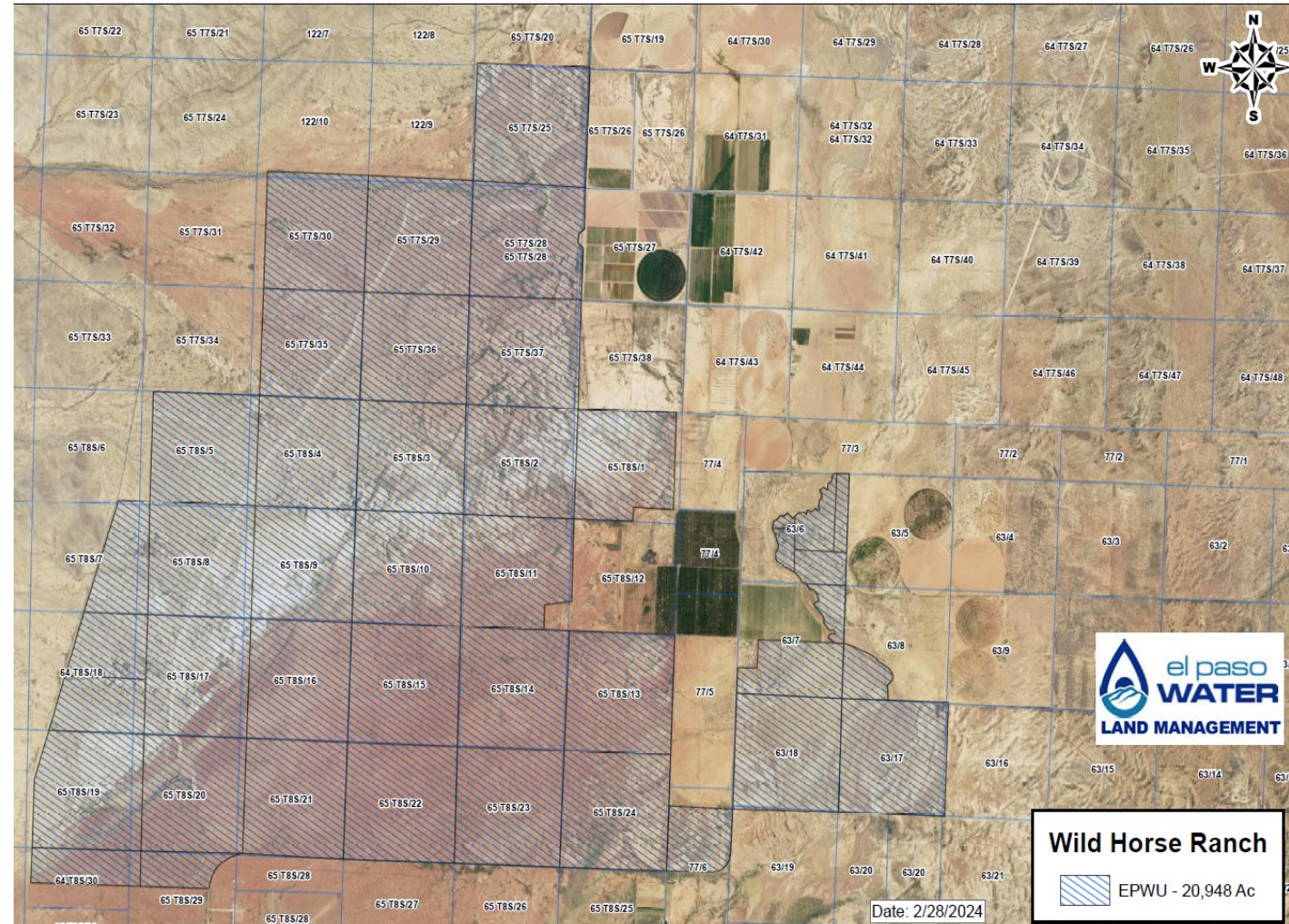






# Sale of Real Property - Wildhorse Ranch (Hudspeth County)

- Oliver Olin Wooten Trusts
- \$6,600,000







Legislation Text

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File #: 25-194, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 5**

Streets and Maintenance, Joshua Lerma, (915) 212-7049

**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), 12.88.150 (Schedules XIV - Speed Limits), Subsection F (Thirty-Five Miles per Hour), to ADD item 110: Justice Street, from Montana Avenue to North City Limits; and an Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV - Speed Limits), Subsection G (Forty Miles per Hour), to DELETE Item 47. Justice Street, from Edgemere Boulevard to the South City Limits.



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



**DEPARTMENT:** STREETS AND MAINTENANCE

**AGENDA DATE:** 02/25/2025

**PUBLIC HEARING DATE:** 03/04/2025

**CONTACT PERSON NAME:** Joshua Lerma, Planner

**PHONE NUMBER:** 915-212-7049

**DISTRICT(S) AFFECTED:** 5

**STRATEGIC GOAL:**

7 – Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:**

7.3 – Enhance a regional comprehensive transportation system

**SUBJECT:**

Amend Title 12 (Vehicles and Traffic), 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection F (Thirty-five miles per hour), to ADD ITEM: 110. Justice Street, from Montana Avenue to the north City Limits

Amend Title 12 (Vehicles and Traffic), 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits) Subsection G (Forty miles per hour), to DELETE ITEM: 47. Justice Street, from Edgemere Boulevard to the south City Limits



**BACKGROUND / DISCUSSION:**

The Streets and Maintenance Department are requesting to lower the speed limit along Justice Street, from Montana Avenue to the north City Limits from the existing 40 MPH to 35 MPH. This speed reduction was recommended by City Traffic Engineer after a radar study was conducted and aligns with Vision Zero framework utilizing Safe Systems Approach.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

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



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION F (THIRTY-FIVE MILES PER HOUR), TO ADD ITEM 110: JUSTICE STREET, FROM MONTANA AVENUE TO NORTH CITY LIMITS; AND AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION G (FORTY MILES PER HOUR), TO DELETE ITEM 47. JUSTICE STREET, FROM EDMERE BOULEVARD TO THE SOUTH CITY LIMITS.

WHEREAS, traffic engineering study results show that vehicles are traveling below the existing 40 MPH speed limit on Justice Street; and

WHEREAS, this ordinance amendment will corroborate the traffic engineering study results.

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

**SECTION 1.** Amend Title 12 (Vehicles and Traffic), 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection F (Thirty-five miles per hour), to Add Item:

1. Alabama Street from Federal Avenue to Jefferson Avenue,
2. – 107,
108. Upper Valley Road between Country Club Road and Borderland Road,
109. Westside Drive between Country Club Road and Borderland Road,
110. Justice Street, from Montana Avenue to the north City Limits;

**SECTION 2.** Amend Title 12 (Vehicles and Traffic), 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits) Subsection G (Forty miles per hour), to Delete Item:

1. Deleted,
2. – 44,
45. Angora Loop South, from Dyer Street to Railroad Drive,
46. Paseo Del Norte Drive, between Desert North Boulevard and Resler Drive,

**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 \_\_\_\_\_, 2025.

CITY OF EL PASO


\_\_\_\_\_  
Renard U. Johnson, Mayor

ATTEST:

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



**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Mona M. Heydarian  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Randy Garcia, Interim Director  
Streets and Maintenance Department



This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.



# **Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection F (35 M.P.H.) and Subsection G (40 M.P.H.) – Justice Street**

**Streets and Maintenance Department  
Joshua E. Lerma, Planner  
March 4, 2025**



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

Sub-goal 7.3 – Enhance a regional comprehensive transportation system

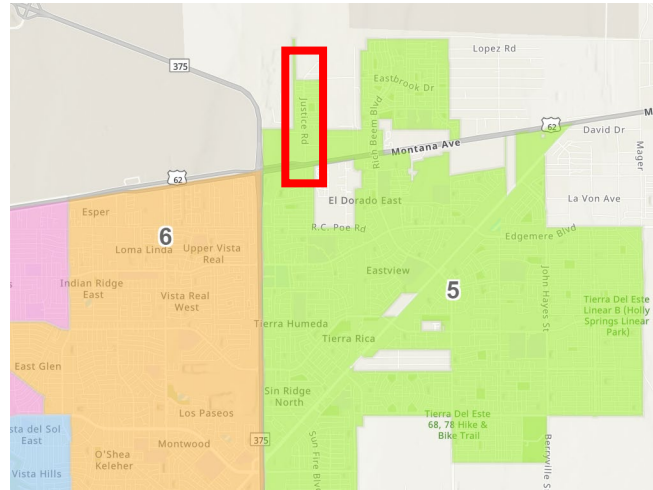




# Location

Justice Street, from Montana Avenue to the north City Limits

## District 5



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## Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits);

### Purpose of Amendment(s)

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#### Subsection G (40 M.P.H.) (Delete)

- Correct the Code of Ordinances

#### Subsection F (35 M.P.H.) (Add)

- Constituent request to evaluate speeding
- Speed reduction recommended by City Traffic Engineer
- Aligns with Vision Zero framework utilizing Safe System Approach



Safe System Approach – El Paso Vision Zero Action Plan



# Streets and Maintenance Department

## Ordinance Amending Title 12.88.150

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

### Requested Council Action:

**AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION G (FORTY MILES PER HOUR),**

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection G (Forty miles per hour), to **DELETE** Item:

47. Justice Street, from Edgemere Boulevard to the south City Limits



# Streets and Maintenance Department

## Ordinance Amending Title 12.88.150

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### Requested Council Action:

**AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION F (THIRTY-FIVE MILES PER HOUR),**

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.150 (Schedules XIV – Speed Limits), Subsection F (Thirty-five miles per hour), to **ADD** Item:

110. Justice Street, from Montana Avenue to the north City Limits



## MISSION



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

## VISION



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



## VALUES

Integrity, Respect, Excellence,  
Accountability, People

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## 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

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Legislation Text

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**File #: 25-201, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 2**

Streets and Maintenance, Joshua Lerma, (915) 212-7049

**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), 12.88.180 (No Stopping or Standing - Tow-Away Zone), Subsection A, to ADD Item 120: Pollard Street, From Hayes Avenue to Truman Avenue, East Side; and to ADD Item 121: Truman Avenue, from Pollard Street to A point 420 Feet East, North Side.



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



**DEPARTMENT:** STREETS AND MAINTENANCE

**AGENDA DATE:** 2/25/20

**PUBLIC HEARING DATE:** 3/4/20

**CONTACT PERSON NAME:** Joshua Lerma, Planner

**PHONE NUMBER:** (915) 212-7049

**DISTRICT(S) AFFECTED:** 2

**STRATEGIC GOAL:**

7 – Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:**

7.3 – Enhance a regional comprehensive transportation system

**SUBJECT:**

Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing – Tow-Away Zone), Subsection A, TO ADD ITEM(S) 120. Pollard Street, from Hayes Avenue to Truman Avenue, east side AND 121. Truman Avenue, from Pollard Street to a point 420 feet east, north side



**BACKGROUND / DISCUSSION:**

The Streets and Maintenance Department are requesting parking restrictions on Pollard Street from Hayes Avenue to Truman Avenue, east side and Truman Avenue from Pollard Street to a point 420 feet east on Truman Avenue, north side. If approved, signage prohibiting parking will be installed along the aforementioned locations. This amendment will codify existing conditions; extend parking restrictions; maintain efficient traffic flow; and reduce the risk of potential hazards around the vicinity.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

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



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.180 (NO STOPPING OR STANDING – TOW-AWAY ZONE), SUBSECTION A, TO ADD ITEM 120: POLLARD STREET, FROM HAYES AVENUE TO TRUMAN AVENUE, EAST SIDE; AND TO ADD ITEM 121: TRUMAN AVENUE, FROM POLLARD STREET TO A POINT 420 FEET EAST, NORTH SIDE.

WHEREAS, the United States Navy Reserve has requested parking restrictions to improve security around the vicinity of their facility; and

WHEREAS, the Streets and Maintenance Department finds these parking restrictions will maintain traffic flow on Pollard.

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

**SECTION 1.** Amend Title 12 (Vehicles and Traffic), 12.88 (Schedules), 12.88.180 (No Stopping or Standing – Tow-Away Zone), Subsection A, to Add Items:

1. Both sides of Montana Avenue from Piedras Street to Cedar Street.
2. – 118.
119. N El Paso Street from Franklin Avenue to W Main Drive, west side.
120. Pollard Street, from Hayes Avenue to Truman Avenue, east side.
121. Truman Avenue, from Pollard Street to a point 420 feet east, north side.

**SECTION 2.** Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.


CITY OF EL PASO

\_\_\_\_\_  
Renard U. Johnson, Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
Mona M. Heydarian  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Randy Garcia, Interim Director  
Streets and Maintenance Department



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CITY OF EL PASO

## **Ordinance Amending**

**Title 12 (Vehicles and Traffic),**

**Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing – Tow-Away Zone), Subsection**

**A –**

**Pollard Street, from Hayes Avenue to Truman Ave, east side**

**Truman Avenue, from Pollard Street to a point 420 feet east, north side**

**Streets and Maintenance Department**  
**Joshua E. Lerma, Planner**  
**March 4, 2025**



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

Sub-goal 7.3 – Enhance a regional comprehensive transportation system





# Streets and Maintenance Department

## Ordinance Amending Title 12.88.180

### No Stopping or Standing – Tow-Away Zone, Subsection A

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## Purpose of Amendment

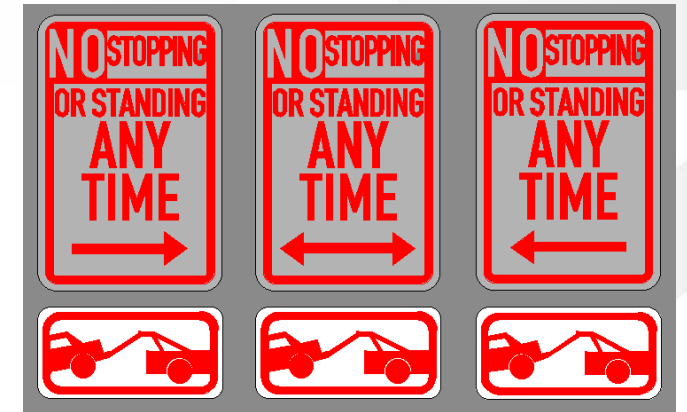
- US Navy Reserve Office request
- Extend parking restrictions
- Promote a safer environment
- **Codify parking conditions that have existed prior to 2007**
- Maintain efficient traffic flow





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INSTALL "NO STOPPING OR STANDING ANY TIME" R7-4(R); R7-4(LR); AND R7-L) and "TOW-AWAY" R7-201P



# Streets and Maintenance Department

## Ordinance Amending Title 12.88.010

### Requested Council Action:

**AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.180 (NO STOPPING OR STANDING – TOW-AWAY ZONE), SUBSECTION A,**

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing – Tow-Away Zone), Subsection A, to **Add Item(s)**

120. Pollard Street, from Hayes Avenue to Truman Avenue, east side

121. Truman Avenue, from Pollard Street to a point 420 feet east, north side

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## MISSION



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

## VISION



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



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Accountability, People

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## 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

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Legislation Text

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File #: 25-237, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

Airport, Tony Nevarez, (915) 212-7301

**AGENDA LANGUAGE:**

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

The linkage to the Strategic Plan is subsection: 1.4 Grow the core business of air transportation.

**Award Summary:**

Discussion and action on the award of Solicitation 2024-0450R Passenger Boarding Bridge and Check Baggage Inspection System Maintenance to Daifuku Services America Corporation for an initial term of five (5) years for an estimated amount of \$7,007,165.24. The award also includes a two (2) year option for an estimated amount of \$2,551,596.63 and three (3) additional one-year options for an estimated amount of \$4,303,863.98. The total contract time is for ten (10) years for a total estimated amount of \$13,862,625.85. This contract will allow the maintenance and operation of the Checked Baggage Inspection System (CBIS) and Passenger Boarding Bridges (PBB).

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$5,184,703.99 for the initial term, which represents a 284.49% increase due to passenger boarding bridge services being added, increase in pricing for Checked Baggage Inspection System, and an increase to reimbursables for parts and materials.

Department: El Paso International Airport

Award to: Daifuku Services America Corporation

City & State: Novi, MI

Item(s): All

Initial Term: 5 Years

Option Term 1: 2 Years

Option Term 2 - 4: 3 - 1 Year

Total Contract Time: 10 Years

Initial Term Estimated Award: \$7,007,165.24

Option Terms Estimated Award: \$6,855,460.61

Total Estimated Award: \$13,862,625.85



Account(s) 562-3000-62205-522150

Funding Source(s): Airport Operating Fund

District(s): All

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to Daifuku Services America Corporation the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.



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



**DEPARTMENT:** El Paso International Airport  
Purchasing & Strategic Sourcing  
**AGENDA DATE:** February 25, 2025  
**PUBLIC HEARING DATE:** N/A  
**CONTACT PERSON NAME:** Tony Nevarez, Aviation Director **PHONE NUMBER:** (915)212-7301  
Claudia A. Garcia, Director of **PHONE NUMBER:** (915)212-0043  
Purchasing & Strategic Sourcing  
**DISTRICT(S) AFFECTED:** All  
**STRATEGIC GOAL:** No. 1 - Create an Environment Conducive to Strong sustainable Economic Development  
**SUBGOAL:** 1.4 Grow the core business of air transportation

**SUBJECT:**

Discussion and action on the award of solicitation 2024-0450R Passenger Boarding Bridge and Check Baggage Inspection System Maintenance to Daifuku Services America Corporation for an initial term of five (5) years for an estimated amount of \$7,007,165.24. The award also includes a two (2) year option for an estimated amount of \$2,551,596.63 and three (3) additional one-year options for an estimated amount of \$4,753,863.98. The total contract time is for ten (10) years for a total estimated amount of \$13,862,625.85.

**BACKGROUND / DISCUSSION:**

The airport's six commercial airlines collectively operate over 100 daily arrivals and departures, serving approximately 3.9 million passengers annually. As of August 2024, the airport offers 7,306 daily outbound seats. To support this growth and ensure operational efficiency, the airport will partner with a third-party manager to oversee the Checked Baggage Inspection System (CBIS), which processes over 1 million bags annually. This management contract will also include maintenance of the inbound baggage claim belts, the Federal Inspection Services (FIS) facility, and the airport's 15 Passenger Boarding Bridges (PBB). The third-party manager will implement all recommended preventive maintenance measures and address daily operational needs, ensuring the seamless functionality of these critical systems.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

A pre-proposal meeting was held on May 22, 2024. Seven (7) suppliers were in attendance.  
A site visit was held on May 31, 2024. Three (3) suppliers were in attendance.

**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 eighteen (18) viewers online; five (5) proposals were received; none from local suppliers.

**CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: An increase of \$4,484,703.99 for the initial term, which represents a 246.08% increase due to passenger boarding bridge services being added, increase in pricing for Checked Baggage Inspection System, and an increase to reimbursables for parts and materials.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

N/A

2024-0450R Passenger Boarding Bridge and Check Baggage Inspection System Maintenance  
Revised 11/20/2024-V4 – Previous Versions Obsolete



**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$7,007,165.24  
Funding Source: Airport Operating Fund  
Account: 562-3000-62205-522150

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**


Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

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

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Tony Nevarez, Aviation Director

  
\_\_\_\_\_  
Claudia A. Garcia, Director of Purchasing &  
Strategic Sourcing



Project Form  
Request for Proposals

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

Please place the following item on the Regular Agenda for the City Council of February 25, 2025.

Strategic Goal 1 - Create an Environment Conducive to Strong sustainable Economic Development

The linkage to the Strategic Plan is subsection: 1.4 Grow the core business of air transportation

**Award Summary:**

Discussion and action on the award of solicitation 2024-0450R Passenger Boarding Bridge and Check Baggage Inspection System Maintenance to Daifuku Services America Corporation for an initial term of five (5) years for an estimated amount of \$7,007,165.24. The award also includes a two (2) year option for an estimated amount of \$2,551,596.63 and three (3) additional one-year options for an estimated amount of \$4,303,863.98. The total contract time is for Ten (10) years for a total estimated amount of \$13,862,625.85. This contract will allow the maintenance and operation of the Checked Baggage Inspection System (CBIS) and Passenger Boarding Bridges (PBB).

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$5,184,703.99 for the initial term, which represents a 284.49% increase due to passenger boarding bridge services being added, increase in pricing for Checked Baggage Inspection System, and an increase to reimbursables for parts and materials.

Department:	El Paso International Airport
Award to:	Daifuku Services America Corporation
City & State:	Novi, MI
Item(s):	All
Initial Term:	5 Years
Option Term 1:	2 Years
Option Term 2 - 4:	3 - 1 Year
Total Contract Time:	10 Years
Initial Term Estimated Award:	\$7,007,165.24
Option Terms Estimated Award:	\$6,855,460.61
Total Estimated Award	\$13,862,625.85
Account(s)	562-3000-62205-522150
Funding Source(s):	Airport Operating Fund
District(s):	All

This was a Request for Proposals Procurement – service contract

The Purchasing & Strategic Sourcing and El Paso International Airport departments recommend award as indicated to Daifuku Services the the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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



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

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.



Ranking						
CITY OF EL PASO REQUEST FOR PROPOSAL SCORESHEET						
PROJECT: 2024-0450R El Paso Airport Passenger Boarding Bridge and Check Baggage Inspection System Maintenance						
<i>Evaluation of Submittal</i>						
	MAX POINTS	Daifuku Services America Corporation	ERMC Aviation, LLC	JSM Airport Services, LLC	Pteris Global (USA), Inc.	Symbrant Aviation Services
Factor A - Fee Proposal						
Factor to be evaluated by the Purchasing Department	5	5.00	3.64	3.02	3.49	1.63
Factor B - Proposed Staffing Table and Qualifications of the Proposed Project Manager and Supporting Staff						
Averages	15	13.38	12.58	12.35	3.35	6.40
Factor C - Offeror' s Experience						
Averages	15	13.63	12.88	13.13	8.13	13.00
Factor D - References						
Factor to be evaluated by the Purchasing Department	10	9.86	6.66	0.00	0.00	3.33
Factor E - Computer Maintenance Management System						
Averages	10	8.85	7.70	8.85	4.50	7.65
Factor F – Preventative Maintenance Program						
Averages	10	9.15	7.60	8.95	4.05	8.80
Factor G - Contingency Plan						
Averages	5	4.35	4.28	3.85	1.58	4.13
Factor H – Transition Plan						
Averages	5	4.60	3.53	4.45	2.43	3.40
Factor I – Training Plan						
Averages	10	8.55	7.75	8.15	5.05	6.30
Factor J - Quality Assurance and Quality Control (QA/QC) Plan						
Averages	10	8.75	8.05	8.70	4.50	7.50
Factor K – Safety Plan						
Averages	5	4.43	4.30	4.53	2.90	4.20
TOTAL SCORE	100	90.54	78.95	75.97	39.96	66.34
Rank		1	2	3	5	4





CITY OF EL PASO  
REQUEST FOR PROPOSALS TABULATION FORM



Bid Opening Date: July 17, 2024

Solicitation #: 2024-0450R

Project Name: El Paso Airport Passenger Boarding Bridge and  
Check Baggage Inspection Maintenance

Department: El Paso International Airport

OFFEROR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Daifuku Services America Corporation	Novi, MI	Yes
ERMC Aviation, LLC	Atlanta, GA	Yes
JSM Airport Services, LLC	Apopka, FL	Yes
Pteris Global (USA), Inc.	Charlotte, NC	Yes
Symbrant Aviation Services	Farmingdale, NY	Yes
RFPs SOLICITED: 210    LOCAL RFPs SOLICITED: 98    RFPs RECEIVED: 5    LOCAL RFPs RECEIVED: 0    NO BIDS: 1		

Approved:           /s/            
e: 7/25/2024  
562

2024-0450R El Paso Airport Passenger Boarding Bridge  
and Check Baggage Inspection System Maintenance



2024-0450R El Paso Airport Passenger Boarding Bridge and Check Baggage Inspection System Maintenance  
View List

	Supplier Name	City	State
1	Ace Government Services LLC	El Paso	TX
2	Alkane Midstream	Mendota	MN
3	Construction Reporter	Albuquerque	NM
4	Daifuku Services America Corporation	Carrollton	TX
5	Economy Sales & Service (Michael L Rhim)	Gasport	NY
6	ERMC Aviation Services	GRAND PRAIRIE	TX
7	ITech Devices Inc	Fremont	CA
8	JSM and Associates, LLC	Apopka	FL
9	Mirador Enterprises, Inc. (Mirador Enterprises)	EL PASO	TX
10	Network Resources (EP Network Resources LLC)	El Paso, TX	TX
11	PMI Pavement Marking, LLC (Pavement Marking, LLC)	EL PASO	TX
12	Pteris Global (USA), Inc.	Charlotte	NC
13	Pwxpress	Jacksonville	FL
14	QANNEX CORP	EL PASO	TX
15	Symbrant Aviation Services, Inc.	Farmingdale	NY
16	The PlanIt Room	El Paso	TX
17	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
18	Zeraus Iluminacion	El Paso	TX



## RESOLUTION

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

**THAT** the City Manager, or designee, is authorized to sign a Passenger Boarding Bridge and Check Baggage Inspection System Maintenance Agreement by and between the City of El Paso ("City") and Daifuku Services America Corporation, a Florida Corporation ("Company"), for Company to provide operations and maintenance services for the El Paso International Airport baggage claim system and passenger boarding bridges, for a term of five (5) years from the Effective Date and one (1) additional two-year option to extend and three (3) additional one-year options to extend the term of the Agreement by the City Manager or Designee, to be compensated as follows:

#### Initial Term:

Years 1 – 5 Estimated Amount	\$7,007,165.24
Years 1 – 5 Reimbursable Amount	\$2,100,000.00

#### Option Term 1:

Years 6 - 7 Estimated Amount	\$2,551,596.63
Years 6 - 7 Reimbursable Amount	\$300,000.00

#### Option Term 2:

Year 8 Estimated	\$1,363,916.35
Year 8 Reimbursable Amount	\$150,000.00

#### Option Term 3:

Year 9 Estimated Amount	\$1,433,236.03
Year 9 Reimbursable Amount	\$150,000.00

#### Option Term 4:

Year 10 Estimated	\$1,506,711.60
Year 10 Reimbursable Amount	\$150,000.00

Total Award Amount	\$13,862,625.85
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**THAT**, additionally the City Manager or Designee is authorized to approve additional hours of service necessary to adjust to increased airlines services provided to be compensated at the hourly rates in the Agreement.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025

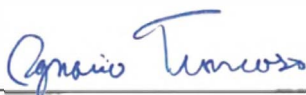
**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ignacio R. Troncoso  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Claudia A. Garcia  
Director of Purchasing & Strategic Sourcing

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



**PASSENGER BOARDING BRIDGE AND CHECK BAGGAGE  
INSPECTION SYSTEM OPERATION AND MAINTENANCE  
AGREEMENT**

**EL PASO INTERNATIONAL AIRPORT**

**CITY OF EL PASO**

**BY AND BETWEEN**

**THE CITY OF EL PASO  
(City)**

**and**

Daifuku Services America Corporation  

---

**(Daifuku Services America Corporation)**

---

**(Effective Date)**



## **PASSENGER BOARDING BRIDGE AND CHECK BAGGAGE INSPECTION SYSTEM OPERATION AND MAINTENANCE AGREEMENT**

**THIS PASSENGER BOARDING BRIDGE AND CHECK BAGGAGE INSPECTION SYSTEM OPERATION AND MAINTENANCE AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the **City of El Paso, Texas**, a Texas home rule municipal corporation (the “City”) and **Daifuku Services America Corporation**, a Florida corporation (the “Company” or “Contractor”).

### **RECITALS**

**WHEREAS**, the City controls, operates and maintains an airport in the City and County of El Paso, State of Texas, known as the El Paso International Airport (the “Airport”) which is under the management of the Director of Aviation (the “Director”); and

**WHEREAS**, the City’s Airport has an inbound and outbound Baggage Handling System (“BHS”) and Passenger Boarding Bridges (“PBB”); and

**WHEREAS**, the City issued Request for Proposal No. 2024-0450R “Passenger Boarding Bridge and Checked Baggage Inspection System to seek the services of an entity that will operate, maintain and repair the BHS and PBB; and

**WHEREAS**, the City desires to engage the services of Daifuku Services America Corporation to operate, maintain and repair the BHS and PBB located at the Airport based on the Proposal submitted to the City; and

**WHEREAS**, the Company is fully qualified to provide the management, manpower, and services required for the operation and maintenance of the referenced BHS and PBB.

**NOW, THEREFORE**, 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:

### **AGREEMENT**

**SECTION I. TERM.** The effective date of this Agreement is March 3, 2024 and shall remain in effect for five (5) years. The term of this Agreement may be extended for one (1) additional two-year period and three (3) additional one-year terms under the same terms and conditions.

**SECTION II. OTHER DOCUMENTS; CONFLICT.** The following documents comprise this Agreement:

- A. City’s Solicitation of Offers No. 2024-0450R (“*Solicitation*”).
- B. Daifuku Services America Corporation Proposal (“*Proposal*”).



C. This Supplemental Agreement.

The Solicitation, and the Proposal are incorporated herein and made part of this Agreement in case of conflict in the language of the Solicitation and the Proposal, the terms and conditions of the Agreement shall control.

### **SECTION III. SCOPE OF SERVICES.**

#### **Baggage Handling Systems**

Upon the Effective Date the Company agrees to provide operation, maintenance and repair services for the inbound and outbound Baggage Handling Systems ("BHS" or "Systems") at City's El Paso International Airport ("Airport") as depicted in Exhibit "A" along with the Transition Period activities. Company shall become familiar with the BHS, its security screening matrices and the conveyor subsystems in order to provide operation, maintenance, warranty support and repair services in accordance with this Agreement and all applicable laws and safety standards.

The BHS consists of the following:

- Five (5) ticket counter subsystems;
- One (1) curbside subsystems;
- One (1) transport mainlines that collects all the bags from the ticketing level;
- All conveyor subsystems designed as part of the new security matrix which is comprised of one (1) Out of Gauge subsystem;
- Three (3) security shunts subsystem which feed three (3) L3 6700 ES ISDs;
- Three (3) on-screen resolution subsystems for Level 2 screening;
- Two (2) alarm subsystems to route alarmed bags into Checked Baggage Resolution Area (CBRA) for manual screening with one line conveying out of gauge bags and the other line conveying in-gauge bags;
- Five (5) clear bag subsystems to route bags from Checked Baggage Inspection System (CBIS) to the sortation area;
- One (1) Re-insert subsystem to re-induct bags into the CBIS;
- One (1) sortation line;
- Four (4) new baggage flat plate make-up units;
- Four (4) feeds to MU devices;
- One (1) outbound over size line;
- Two (2) new passenger flat plate claim devices located in the Federal Inspection Services area for international arrival flights; and
- Four (4) new flat plate claim devices for domestic arrival flights, as well as ATRs, security/fire doors, security/fire door dog houses, and structures that enclose the conveyors, exclusive of the Explosive Security System devices found in the matrix (TSA equipment).

The services shall include labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, applicable taxes, and all other work and materials expressly required under this Agreement or reasonably inferred whether or not expressly stated herein in accordance with the best commercial practices,



consistent with the intended design and usage of the BHS and all manuals created and accepted by the City as the BHS Operation & Maintenance (O&M) manuals.

Company shall staff and operate the BHS Control Room and coordinate all computer systems hardware and software maintenance with the City, Original Equipment Manufacturers (OEM) and/or designated third-party City maintenance contractors. All services are referenced as “Services” in this Agreement.

### **Passenger Boarding Bridges**

Upon the Effective Date, the Company agrees to provide operation, maintenance, and repair services for the Passenger Boarding Bridges ("PBBs") and associated equipment at the City's El Paso International Airport ("Airport") as outlined in Exhibit "A." The Company shall become familiar with all PBB equipment, their operational systems, and subsystems in order to provide services in accordance with this Agreement and all applicable laws, regulations, and safety standards.

PBB includes:

- fifteen (15) ThyssenKrupp Airport Systems Two & Three-Tunnel Apron Drive Passenger Boarding Bridges (PBB)
- fifteen (15) Cavotec PDX-30 Preconditioned Air Units
- fifteen (15) Cavotec 90kVA Combi 400Hz Ground Power Units
- fifteen (15) Selmer Industries Potable Water Cabinets
- fifteen (15) AustralStar Platform Luggage Lifts (to be replaced)
- three (3) Cummings generators (Models GTA50 (1) and C1000 N6 (2))

## **SECTION IV. TRANSITION PERIOD AND CITY EQUIPMENT INSPECTION.**

### **A. City Equipment Inspection.**

The City will inspect the condition of all equipment covered by this Agreement to audit the level of maintenance and service work performed beginning on or about thirty (30) business days prior to the expiration of the term of this Agreement or upon the termination of this Agreement. All deficiencies found by City shall be corrected by Company by a deadline established by the City. If deficiencies are not completed by Company by the established deadline, the City has the discretion to complete the necessary repairs and the cost to perform the repairs shall be withheld from Company's last payment.

## **SECTION V. PERFORMANCE REQUIREMENTS.**

### **A. Hours and Manner of Work**

Company shall coordinate with the City and airlines at the Airport to provide Services described in this Agreement. Services under this Agreement shall be performed during hours of airline operations, which are established as the following: 3 a.m. to 10:30 p.m., seven (7) days a week. The Company understands that the hours of airline operation may change and Company shall adjust hours of operations in accordance with the hours communicated to Company by the City.



An on-site response time of one hour is required outside of normal operating hours. Response Time to equipment issues shall not exceed ten (10) minutes and response time to bag jams is expected to be two (2) minutes and shall not exceed five (5) minutes for any individual jam. Response time for PBB issues shall not exceed ten (10) minutes, with overall resolution time to be based on need and level of incident.

Company shall provide staff as necessary to fulfill the requirements of this Agreement, on-site during these normal works hours. Preventive maintenance (PM) and non-scheduled maintenance tasks shall be coordinated with and scheduled around the daily requirements of the airlines' operations. Any major outages or repairs must be coordinated in advance with the City.

## **B. Company Provided Resources**

1. Company shall furnish at its cost all necessary resources including labor, supervision, tools, materials, office equipment, furniture and supplies to fulfill all requirements of this Agreement and to satisfactorily perform all Services in a safe, orderly, timely, efficient, and workmanlike manner. Company shall provide any additional resources necessary to fulfill the requirements at no additional cost to the City.
2. Company shall provide and maintain all safety equipment/devices, personal protective equipment, and clothing as required for its personnel.
3. Company shall provide and maintain two-way messaging devices to all Company personnel. Device numbers and e-mail addresses for all devices shall be provided to the City.
4. Company shall provide cellular telephones with a radio feature, on a business network and full cellular/radio service, and/or 800 MHz radios for all key and on-site personnel. City shall provide to the Company a telephone unit for on-campus in the baggage control room. The Company shall provide their own phone and internet service in their own office. Company may elect to utilize the City's Shared Tenant Services Voice over IT (VoIP) for local and long-distance phone service.
5. Company shall provide and use a digital camera and video recorder with date and time stamp capabilities to fulfill the requirements of this Agreement.
6. Company shall provide and maintain, at a minimum, one (1) properly licensed service vehicles at the City Airport at all times. The service vehicles are required to transport materials and supplies, Company Staff, and tools to various locations. Company shall further provide and maintain all necessary support vehicles (i.e. scissor lifts, fork lifts, golf carts) necessary to effectively and efficiently operate, manage and support the Services of this Agreement. All Company provided vehicles must be functional and in good condition. The City will not provide or reimburse Company for any expenses, including fuel, for these vehicles. The City reserves the right to reject a Company supplied vehicle that does not satisfy the City's quality standards.



7. Company shall provide equipment for the proper transportation, receiving, unloading, and disbursement of its equipment.

### **C. Company's Execution of Services**

1. Company will regularly and systematically examine, clean, lubricate, adjust, and as conditions warrant, repair or replace all BHS and PBB equipment covered under this Agreement.
2. Company will maintain effective communication and coordination with the City and airlines through timely and effective use of e-mail, telephones, faxes and pagers to ensure the City and airlines are aware of current equipment status, planned outages, injuries, vandalism.
3. Company shall follow all Transportation Security Administration (TSA) guidelines and shall ensure that alarmed luggage bags or suspect bags are not placed onto the clear baggage line.
4. Company shall obtain and pay the costs of any royalties and licenses for any patented or copyrighted items used in the performance of the work, and shall keep such current at all times.
5. Company shall attend meetings as required by the City.
6. Company shall be responsible for providing custodial cleaning services at its costs for office spaces, BHS Office, OSR Room and CBRA. Company shall ensure that all work spaces are clean, in an orderly state and free of refuse from all work sites,
7. Company shall maintain all System areas in a clean and safe condition, including removing all office waste, cleaning under and around conveyors, around and inside carousels, and removal of any refuse generated in the maintenance of the Systems. All such refuse shall be transported by Company to the trash compactors provided by the City located in each facility.
8. All areas surrounding the System, including under the conveyor sections and surrounding areas, shall be cleaned of debris by Company at least once on the morning shift and once on the afternoon shift for a minimum of two (2) times per day.
9. Company shall clean and maintain the BHS rights-of-way and lighting for the System including, but not limited to, wiping down conveyor belt side guards, cabinets, and other exposed and accessible components, ensuring to the degree practical they are free of dust, grime.
10. It shall be the responsibility of Company to promptly notify the City if an official in charge of compliance with the Occupational Safety and Health Act (OSHA) or any other regulatory City visits the work site.



11. Company shall provide the City with complete, legible copies of all regulatory notices, violations and citations received by Company that pertain directly or indirectly to the fulfillment of this Agreement.

#### **D. Operation and Maintenance**

Company will comply with the following requirements further described in Exhibit “C”:

- Security Requirements
- Safety Requirements
- Equipment Performance Requirements
- Equipment Usage Criteria
- Parts and Materials
- Reporting Requirements

All maintenance services, which include repairs, shall be completed to the satisfaction of the City. Parts or equipment required, including renewal parts stocked on-site, may not be removed from the property without written approval of City. Renewal parts stocked on-site by Company, shall remain City’s property. Company is responsible for replenishing parts and materials as utilized.

##### **1. Computer Maintenance Management System**

Company shall implement the Computer Maintenance Management System (“CMMS”) offered by Company in the Proposal and approved by the City. The system shall be a standard non-proprietary system. The City shall reimburse Company all costs incurred to install and maintain the CMMS. The CMMS shall be used to schedule and generate work orders for all maintenance and repair activity performed for each piece of equipment covered under this Agreement. Data from the CMMS should be exportable to MS Excel or other City approved format. The City will retain an administrative role over the CMMS, requiring read-only and report access to the CMMS during the Agreement. The City will retain ownership of all data contained within it, and any necessary hardware for the purpose of running the CMMS, upon termination of this Agreement.

Company shall generate work orders for all service calls, bag jam clearing, vandalism, corrective maintenance repairs and scheduled preventative maintenance as applicable to each component of the BHS. Upon completion of work, Company may be responsible for closing out the work order by inputting all relevant data in the CMMS that relates to work performed by Company. This data shall include the equipment number, name of mechanic(s), date of service, duration of work performance, specific repairs accomplished; quantity of parts used and associated part numbers, labor, date completed and any comments necessary to explain corrective action or work performed. Company shall supply reports from the CMMS as requested by the City.



The Company shall maintain software licenses, upgrades, and patches for the CMMS for the duration of the Agreement. At the City's discretion, the City may implement a City Maintenance Management System to be used by Company.

## **2. Preventative Maintenance**

- a. Contractor shall comply with the PM Program proposed in its response to the RFP, as may be amended and subject to City review and approval, and attached hereto as Exhibit C.
- b. The program must ensure the BHS achieve a minimum System Availability of 99%. The Systems, both inbound and outbound, and PBBs shall be thoroughly inspected at regular intervals and corrective measures shall be taken to prevent equipment breakdowns. The PM tasks and frequencies shown in the BHS/PBB O&M manuals shall be used, as minimum requirements, for the PM Program.
- c. Contractor's PM Program shall, at a minimum, consist of the following three (3) parts:
  - 1) Task and Frequencies - Contractor shall execute, at a minimum, the preventive maintenance tasks, at their associated frequencies, as defined in the BHS/PBB and Generator O&M manuals. Should Contractor have recommended changes or additions to the information contained in the O&M manuals, Contractor shall notify the City, in writing, and provide justification for the proposed changes.
  - 2) Schedule - Contractor shall use a schedule format as approved by the City, and follow the CMMS-generated PM Schedule. Data from this software should be exportable to MS Excel or another City - approved format. Should Contractor have recommended changes or additions to the PM Schedule, Contractor shall notify the City, in writing, and provide justification for the proposed changes.
  - 3) PM Reporting - The City will use the CMMS's reporting features to monitor status of PM tasks

## **3. Corrective Maintenance Services- Repair Services**

- a. Response to all equipment failures will be the responsibility of Contractor. Contractor shall remove from service immediately any piece of equipment that is not operating correctly, or presents a safety hazard to users, and shall notify the City and available Airline personnel immediately.
- b. When failures are found, Contractor shall immediately proceed to repair and/or correct the deficiencies. If a piece of equipment must be removed from service for any reason other than a code/safety deficiency, Contractor shall coordinate the removal of the equipment from operation with the City and airlines operating within the area, in advance and in writing.
- c. In the event of equipment failure, Contractor shall immediately follow



lockout/tagout procedures and inform the City's designated representative and available Airline personnel. Contractor shall have proper two-man operational tactic procedures in place when lockout/tagout procedures cannot be utilized, such as the operational use of tracking belts in confined spaces.

- d. Contractor shall set safety barriers in place and provide safety notification signage around the impacted work area. Signage shall be of size and type as approved by the City.

#### **4. Corrective Action**

- a. For any calendar month during the Contract that the BHS does not achieve or will not achieve a minimum of 99% System Availability and/or a PBB(s) was out of service, Contractor, at its expense, will promptly initiate a review of maintenance procedures, and shall propose a plan to the City within two (2) weeks to correct the problems. Corrections of maintenance procedures shall be at no expense to the City.
- b. Correction of design deficiencies, once agreed to by the City, shall either be made by the City at its expense or made by Contractor after first receiving written authorization from the City covering the costs to Contractor to make the correction. Corrective Actions shall be documented in a failure analysis report to be issued by Contractor to the City as needed in a format to be approved by the City.
- c. Any modifications to the BHS, outside routine and periodic maintenance repairs, that require approval by the TSA must be coordinated and approved in advance in writing by both the TSA and the City.
- d. Any modifications to the PBBs and/or backup generators, outside routine and periodic maintenance repairs, must be coordinated and approved in advance in writing by the City.

#### **5. Baggage System, PBB/Generator Resets**

- a. Contractor shall immediately respond to all equipment failures requiring a reset.
- b. Incidents requiring a reset will be documented on the appropriate work order or trouble call log, including the date, time, problem, cause, Corrective Action taken and completion time.

#### **6. Inspection of Equipment**

- A. Contractor shall, no less than sixty (60) days prior to commencement of Services, perform an inspection to assess the baseline condition of all equipment covered under this Contract. The inspection shall include observations of deficiencies in equipment condition, operation and/or performance, and serve as a "starting point" for Contractor to provide ongoing maintenance.



- B. Contractor shall provide all necessary labor, equipment, materials and technical expertise required to inspect each System, Subsystem, PBB and associated generator. Contractor shall thoroughly exercise all Systems and PBBs and demonstrate each feature and function.
- C. The City reserves the right to review the results of the inspection for concurrence.
- D. Beginning on or about thirty (30) business days prior to the Contract expiration or termination, the City and/or its technical representative will thoroughly inspect the condition of all equipment covered by this Contract to audit the level of maintenance and service work performed.
- E. All deficiencies found shall be corrected by Contractor prior to the Contract termination or expiration date. If deficiencies have not been corrected by Contractor by that date, the City will have the repairs performed by another vendor and the cost to perform the repairs shall be withheld from Contractor's last payment.

## SECTION VI. COMPENSATION AND REIMBURSABLES

- A. The Company shall be paid in accordance with the cost proposal terms set forth in **Proposal** which is attached hereto and incorporated herein by reference. The compensation for the services to be as follows:

El Paso Airport Passenger Boarding Bridge and Check Baggage Inspection System Maintenance

Item	YEAR 1 THROUGH YEAR 5 RATES – TOTAL SUMMARY	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1 - Year 5 Total
I-a. Total Basic Services (Outbound)		\$ 453,337.51	\$ 471,130.92	\$ 489,793.60	\$ 509,378.45	\$ 529,942.14	\$ 2,453,582.62
I-b. Total Basic Services (Inbound)		\$ 40,800.38	\$ 42,401.78	\$ 44,081.42	\$ 45,844.06	\$ 47,694.79	\$ 220,822.43
II-a. Total Other Work/Services (Jam Runners)		\$ 136,001.25	\$ 141,339.28	\$ 146,938.08	\$ 152,813.54	\$ 158,982.64	\$ 736,074.79
II-b. Total Other Work/Services (TSA & Airline Coordinator)		\$ 18,133.50	\$ 18,845.24	\$ 19,591.74	\$ 20,375.14	\$ 21,197.69	\$ 98,143.31
IV-a. PBB and supporting generators maintenance		\$ 258,402.38	\$ 268,544.62	\$ 279,182.35	\$ 290,345.72	\$ 302,067.02	\$ 1,398,542.09
V-a. Replacement of luggage lifts		\$ 1,200,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000.00
VI-a. Estimated corrective parts and materials		\$ 300,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 900,000.00
	Total Cost	\$ 2,406,675.02	\$ 1,092,261.84	\$ 1,129,587.19	\$ 1,168,756.91	\$ 1,209,884.28	\$ 7,007,165.24

Item	YEAR 6 THROUGH YEAR 7 RATES – TOTAL SUMMARY	Year 6	Year 7	Year 6 - Year 7 Total
I-a. Total Basic Services (Outbound)		\$ 551,545.32	\$ 574,252.99	\$ 1,125,798.31
I-b. Total Basic Services (Inbound)		\$ 49,639.08	\$ 51,682.77	\$ 101,321.85
II-a. Total Other Work/Services (Jam Runners)		\$ 165,463.60	\$ 172,275.90	\$ 337,739.50
II-b. Total Other Work/Services (TSA & Airline Coordinator)		\$ 22,061.81	\$ 22,970.12	\$ 45,031.93
IV-a. PBB and supporting generators maintenance		\$ 314,380.83	\$ 327,324.21	\$ 641,705.04
V-a. Replacement of luggage lifts		\$ -	\$ -	\$ -
VI-a. Estimated corrective parts and materials		\$ 150,000.00	\$ 150,000.00	\$ 300,000.00
	Total Cost	\$ 1,253,090.64	\$ 1,298,505.99	\$ 2,551,596.63

Item	YEAR 8 RATES – TOTAL SUMMARY	Year 8	Year 8 Total
I-a. Total Basic Services (Outbound)		\$ 606,958.17	\$ 606,958.17
I-b. Total Basic Services (Inbound)		\$ 54,626.24	\$ 54,626.24
II-a. Total Other Work/Services (Jam Runners)		\$ 182,087.45	\$ 182,087.45
II-b. Total Other Work/Services (TSA & Airline Coordinator)		\$ 24,278.33	\$ 24,278.33
IV-a. PBB and supporting generators maintenance		\$ 345,966.16	\$ 345,966.16
V-a. Replacement of luggage lifts		\$ -	\$ -
VI-a. Estimated corrective parts and materials		\$ 150,000.00	\$ 150,000.00
	Total Cost	\$ 1,363,916.35	\$ 1,363,916.35



Item	YEAR 9 RATES – TOTAL SUMMARY	Year 9	Year 9 Total
I-a.	Total Basic Services (Outbound)	\$ 641,618.02	\$ 641,618.02
I-b.	Total Basic Services (Inbound)	\$ 57,745.62	\$ 57,745.62
II-a	Total Other Work/Services (Jam Runners)	\$ 192,485.40	\$ 192,485.40
II-b.	Total Other Work/Services (TSA & AirlineCoordinator)	\$ 25,664.72	\$ 25,664.72
IV-a	PBB and supporting generators maintenance	\$ 365,722.27	\$ 365,722.27
V-a	Replacement of luggage lifts	\$ -	\$ -
VI-a	Estimated corrective parts and materials	\$ 150,000.00	\$ 150,000.00
	Total Cost	\$ 1,433,236.03	\$ 1,433,236.03

Item	YEAR 10 RATES – TOTAL SUMMARY	Year 10	Year 10 Total
I-a.	Total Basic Services (Outbound)	\$ 678,355.80	\$ 678,355.80
I-b.	Total Basic Services (Inbound)	\$ 61,052.02	\$ 61,052.02
II-a	Total Other Work/Services (Jam Runners)	\$ 203,506.74	\$ 203,506.74
II-b.	Total Other Work/Services (TSA & AirlineCoordinator)	\$ 27,134.23	\$ 27,134.23
IV-a	PBB and supporting generators maintenance	\$ 386,662.81	\$ 386,662.81
V-a	Replacement of luggage lifts	\$ -	\$ -
VI-a	Estimated corrective parts and materials	\$ 150,000.00	\$ 150,000.00
	Total Cost	\$ 1,506,711.60	\$ 1,506,711.60

10 Year Total			\$ 13,862,625.85
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The Company hereby agrees that at no time will the Company make a claim against the City for more than the rates provided under the terms of this Agreement. Payments will be made to the Company within thirty (30) days following acceptance by the City of the Company services pursuant to the Chapter 2251 of the Texas Government Code. The City shall receive a properly prepared monthly invoice by the Company.

- (1) The City shall pay Company for the reimbursable costs as described in this Section that are properly itemized and supported by Company. Company shall submit reports itemizing monthly reimbursable costs to the City. Reimbursable Costs: A cost incurred by Company is reimbursable under this Agreement if it is: (a) actually incurred by Company; (b) necessary for the performance of baggage handling systems; (c) necessary for the performance of Company's duties (d) reasonable under the circumstances; (e) not expressly excluded from reimbursement as described in this Agreement; A cost is conclusively presumed to be reasonable if: (i) it is similar or lower when compared to other alternatives that could have been chosen for the same use; or (ii) bids or published price lists were used to determine the most cost effective solution and the most cost effective solution was chosen. Company will shall replenish all parts drawn from the stock, shall be reimbursed by The City at cost. There shall be no mark-up for parts and associated cost for shipping and handling that have prior written consent of the City. There shall be no mark-up for shipping and handling.

The City reserves at all times the right to refuse to pay a reimbursable cost if considered excessive, in its reasonable discretion, this includes any wages, and to audit the actual costs paid pursuant to the Operating Budgets for compliance with the terms of this Agreement. Company agrees that any costs paid by the City which are determined by the City by audit or otherwise to have been paid in violation of the terms of this Agreement shall be subject to offset against future reimbursements by the City, or Company reimbursing the City for said payments, at the sole discretion of the City.

Example list of items eligible for reimbursement:

- Computer Systems and related equipment



- Internet Access to the Baggage Handling System
- Parts
- Airport Security Badge, provided proper badge protocol is followed
- Tools or equipment that will remain at the airport for the airports use after the life of this contract

(2) Non-Reimbursable Costs the following costs are not reimbursable under this Agreement:

- (a) off-site operations or off-site personnel, including but not limited to wages and benefits of personnel; (b) travel, lodging, and meal expenses, except those arising from travel approved in advance by the City; (c) legal representation; (d) union negotiations; (e) premiums for any bonds or insurance, (f) insurance deductibles; (g) uninsured losses; (h) employee relocation costs; (i) charitable and political contributions; (j) employee social functions, other than as agreed to by the City; (k) penalties and fines from any agency with jurisdiction paid or owed by Operator or Operator's employees, agents, subcontractors, or invitees, including but not limited to any amounts due because of lost El Paso International Airport ("EPIA") security badges; (l) damages owed to the City (m) late payment charges owed to the City; (n) repair of damage to City property caused by Company's employees, agents, or subcontractors; (o) interest on money borrowed or other financing costs, except if approved by the City; (p) depreciation; (q) sales tax; (r) profit on the sale of any equipment or goods; (s) overhead; (t) general and administrative costs; (u) costs of Companywide or multi-location insurance or self-insurance programs for reimbursable coverages, including administrative costs, loss adjustment expenses, unless approved in advance by the City; (v) any cost expressly excluded from reimbursement by the terms of this Agreement.; and (w) any service vehicle expenses, including fuel.

Example list of items NOT eligible for reimbursement:

- Uniforms
- Personal Protection Equipment (PPE)
- Cell phones with radio
- Digital Camera and/or video recorder
- Service vehicle and expenses associated with the vehicle including fuel
- Tools
- Office equipment, furniture, and supplies
- Equipment for the proper transportation, receiving, unloading, and disbursement of Company equipment, including protection of the same

**SECTION VII. INDEPENDENT COMPANY.** The Company shall operate the BHS, manage its personnel, and perform all other services required herein as an independent Company. The parties expressly understand, acknowledge, and agree that in the performance of the obligations required under this Agreement, the Company is at all times acting and performing as an independent



Company, and the City shall neither have nor exercised any control or direction over the manner and means by which the Company performs its obligations under this Agreement, except as otherwise stated herein. The Company expressly understands, acknowledges, and agrees that it and its employees, agents, servants or other personnel are not employees of the City. The Company shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Company or any of its employees, agents, servants or other personnel performing services or work under this Agreement, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood, acknowledged, and agreed that for such purposes neither the Company nor its employees, agents, servants or other personnel shall be entitled to any of the City's payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

## **SECTION VIII. COMPANY PERSONNEL.**

- A. This Agreement is not one of City, partnership, master-servant, or joint employer, but one with Contractor engaged in the business of providing Services hereunder as an independent Contractor. Contractor shall have sole responsibility for means, methods, techniques, procedures, and safety precautions in connection with performance of Services.
- B. Contractor shall be responsible for the supervision and execution of Services by its employees. An onsite condition review shall be conducted by a designated Supervisor of Contractor on an annual basis to ensure all Services hereunder are properly performed. Contractor shall inform City of the name of its Supervisor responsible for execution of Services and Supervisor shall have the authority to act as Contractor's agent. Supervisor shall notify City of site inspection and provide City with written summary of findings within ten (10) working days after completion of site review.
- C. Contractor shall submit documentation defining its planned operations staffing and preventive maintenance procedures to facilitate Agreement intent and "Services" for all equipment included under this Agreement. Routine maintenance procedures shall include identifiable weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests. Contractor shall supply identifying uniforms for staff that should be worn only during work hours and shall require the same of any subcontractors. When accepted by City, Contractor's staffing plan shall become Exhibit D to this Agreement.

### **A. Supervisor**

The Company shall identify the Supervisor to the City who is responsible for the performance of the services and who is authorized to act at the Company's agent. Supervisor shall conduct onsite conditions review on an annual basis to ensure that all services are being performed in accordance with the Agreement. Supervisor shall notify City of the annual site inspection and provide City with written summary of findings within ten (10) working days after completion of site review.



## **B. Site Manager**

- a. Contractor shall designate a qualified and experienced full-time on-site Site Manager. The Site Manager shall have a strong safety record with a strong knowledge of aviation, baggage handling and conveyor safety, passenger boarding bridge and generator handling and safety, with excellent working knowledge of the processes within airport facilities. The Site Manager shall have full authority to act for Contractor and serve at all times to carry out all the provisions of the Contract. The Site Manager shall be in charge of and have overall responsibility for the work to be carried out under this Contract and, as such, shall devote his/her time exclusively to this task.
- b. The Site Manager shall possess skills relating to the operation and maintenance of the Systems, related Subsystems (i.e., Variable Frequency Drives, PLC's, ATRs, software programming, etc.), PBBs and generators. The Site Manager's work hours shall be, at a minimum, 8:00 a.m. to 5:00 p.m. Monday through Friday, unless otherwise approved, in writing, in advance, by the City.
- c. The Site Manager shall be available at all times to attend monthly and other regularly scheduled and/or on-demand meetings, tours and inspections requested by the City and/or airlines to discuss the BHS, PBBs and generators.
- d. The Site Manager, or designated alternate, shall be available for calls and/or emergency response on site twenty-four (24) hours a day, seven (7) days a week.
- e. The Site Manager must pass all security badging requirements as identified in D.1. 1.5.

## **C. Work Force**

- a. Contractor shall hire as many qualified and competent personnel as necessary to fulfill the requirements of the Contract.
- b. Contractor shall provide skilled, cross-trained personnel with mechanical and electrical aptitude, and strong skills and experience with industrial control devices, to manage and control the daily maintenance and operational aspects of the BHS, PBBs and associated generators. Responsibilities include, but are not limited to, maintenance and repair of all electrical, mechanical, and control devices, equipment, and components associated with the BHS, PBBs and backup generators. Technicians will also be responsible for clearing lift jams, baggage jams, bridge overextensions/limits reach and fault responses.
- c. Contractor shall further provide qualified personnel to operate the BHS Control Room, and the Systems, including all inbound and outbound BHS and Subsystems exclusive of EDS devices. This includes, but is not limited to:



1. Normal System startup each day
2. Normal System shutdown each day
3. Cleaning bag jams and other faults
4. Coordinating with the TSA for clearing jams in the EDS
5. Monitoring BHS activity in the BHS Control Room
6. Responding to airline, TSA and City requests for baggage service support
7. Responding to conveyor security door issues
8. Being the liaison between TSA and the airlines (e.g. airline request that the oversized baggage to be transported to the oversized baggage door).

#### **D. Conduct**

- a. Contractor personnel shall, at all times while on the job site, whether on or off duty, conduct themselves in a professional, orderly and safe manner. Rudeness, fighting, being under the influence of alcohol and/or illegal drugs, possessing and/or consuming alcohol and/or illegal drugs, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on Airport property (unless fulfilling the requirements of this Contract), and any immoral or otherwise undesirable conduct shall not be permitted on the job site and shall result in immediate and permanent removal from the job site of any personnel engaging in such conduct.
- b. Contractor agrees to transfer promptly from the Airport any personnel that the City advises is not satisfactory and to replace such personnel with an employee satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of Contractor. If such remedy is required, Contractor shall immediately remove the employee from the site. It is the Contractor's responsibility to ensure all City owned materials in the employee's possession is promptly returned.

#### **E. Security Inquiries**

- a. Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at the request of the City, be subject to background and security checks and screening ("Security Inquiries"). Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. The City may make further security inquiries. Whether or not further security inquiries are made by the City, the City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by Contractor for performing work under this Contract. Employees rejected by the City for performing Services under this Contract may still be engaged by Contractor for other work not involving the El Paso International Airport.



- b. In addition to the foregoing, the City reserves the right but not the obligation to: (1) have an employee/prospective employee of Contractor be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information, (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and (4) object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Contract.
- c. Contractor shall include the terms of this provision for employee background and security checks and screening in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.
- d. The Security Inquiry provisions of this Contract, as set forth above, are material to the City's entry into this Contract and any breach thereof by Contractor may, at the City's sole, absolute and unfettered discretion, be considered a breach of contract of sufficient magnitude to terminate this Contract. Such termination shall subject Contractor to liability for its breach of contract.
  - 1. Security Identification Display Area (SIDA): A SIDA badge will be required for all contractor personnel accessing the site. Background checks will be required to obtain security clearance. Contractor shall complete all required applications and provide the forms of identification as required. The City reserves the right to remove individuals from the job site. Contractor shall bear all costs incurred to process security clearance.
    - a. Because of the various security requirements of the TSA and the City, Contractor shall be required to comply with the Airport security badging requirements for all applicable employees and vehicles. These requirements may also apply to any and all subcontractors. All fees associated with security badging will be assessed in compliance with Airport requirements and are the responsibility of the Contractor.
    - b. Refer to Appendix B Part 1 Section 1.9. for additional requirements related to badging AOA access and driving privileges.
    - c. Contractor agrees each of its employees is properly qualified and will use reasonable care in the performance of Services. If City, in City's sole opinion,



determines for any reason that the qualifications, actions, or conduct of any particular Contractor employee has violated this Agreement by performing unsatisfactory Services, interfering with airport operations, annoying any occupants, other Contractors or subcontractors on City's property, or that such actions or conduct are otherwise detrimental to City, then upon receipt of City's written notice, Contractor shall immediately provide qualified replacement persons.

- d. Contractor shall not engage any subcontractors or other parties to perform Services unless first approved in writing by City. City's acceptance of subcontractors or other parties shall not relieve, release, or affect in any manner any of Contractor's duties, liabilities, or obligations hereunder, and Contractor shall at all times be and remain fully liable hereunder.

## **1.2 Contractor's Hours and Manner of Work**

- A. Services under this Agreement, including operating, maintaining and repairing the inbound and outbound BHS, the BHS Control Room, the PBBs, associated backup generators and replacing luggage lifts described herein, shall be performed during all hours of airline operations, approximately 3:00 a.m. to 11:00 p.m., seven (7) days a week. An on-site response time of one hour is required outside of normal operating hours. Provide staff as necessary to fulfill the requirements of this contract, on-site during these normal works hours.
- B. Contractor shall cooperate in all respects with the airlines and the City and/or its representatives. Preventive maintenance (PM) and non-scheduled maintenance tasks shall be coordinated with and scheduled around the daily requirements of the airlines' operations. Any major outages or repairs must be coordinated in advance with the City.

## **1.3 Contractor's Execution of Services**

- A. Scope of Services shall be applicable to all BHS and PBB/generator equipment identified in Article 1.3 of this section.
- B. Regularly and systematically examine, clean, lubricate, adjust, and as conditions warrant, repair or replace all BHS and PBB/generator equipment covered under this Agreement.
- C. Contractor shall maintain effective communication and coordination with the City and airlines, including timely and effective use of e-mail, telephones, faxes, pagers, etc., to ensure the City and airlines are aware of current equipment status, planned outages, injuries, vandalism, etc.



- D. Contractor shall follow all Transportation Security Administration (TSA) guidelines and shall ensure that alarmed luggage bags or suspect bags are not placed onto the clear baggage line.
- E. Contractor shall obtain and pay the costs of any royalties and licenses for any patented or copyrighted items used in the performance of the work, and shall keep such current at all times.
- F. Contractor shall attend meetings as required by the City.
- G. Contractor shall maintain all BHS, PBB and generator areas in a clean and safe condition, including removal of any refuse generated in the maintenance of the BHS, PBBs and generators. All such refuse shall be transported by Contractor to the trash compactors located in each facility.
- H. All areas surrounding the Systems, including under the conveyor sections and surrounding areas, shall be cleaned of debris by Contractor at least once on the a.m. shift and once on the p.m. shift for a minimum of two (2) times per day.
- I. Contractor shall clean and maintain the BHS rights-of-way and lighting for the Systems including, but not limited to, wiping down conveyor belt side guards, cabinets, and other exposed and accessible components, ensuring to the degree practical they are free of dust, grime, etc.
- J. It shall be the responsibility of Contractor to promptly notify the City if an official in charge of compliance with the Occupational Safety and Health Act (OSHA) or any other regulatory City visits the work site.
- K. Contractor shall provide the City with complete, legible copies of all regulatory notices, violations, citations, etc., received by Contractor that pertain directly or indirectly to the fulfillment of this Contract.

#### **1.4 Contractor Provided Resources**

- A. Contractor shall furnish all necessary resources (i.e., labor, supervision, tools, materials, office equipment, furniture and supplies, etc.), to fulfill all requirements and satisfactorily perform all Services described in this Contract in a safe, orderly, timely, efficient, and workmanlike manner. Contractor shall provide any additional resources to fulfill the requirements at no additional cost to the City.
- B. Contractor shall provide and maintain all safety equipment/devices, personal protective equipment, and clothing as required for its personnel.
- C. Contractor shall provide and maintain two-way messaging devices to all Contractor personnel. Device numbers and e-mail addresses for all devices shall



be provided to the City.

- D. Contractor shall provide cellular telephones with a radio feature, on a business network and full cellular/radio service, and/or 800 MHz radios for all key and on-site personnel. City shall provide to the Contractor a telephone unit for on-campus in the baggage control room. The contractor shall provide their own phone and internet service in their own office. Contractor may elect to utilize the City's Shared Tenant Services Voice over IT (VoIP) for local and long-distance phone service.
- E. Contractor shall provide and use a digital camera and video recorder with date and time stamp capabilities to fulfill the requirements of this contract.
- F. Contractor shall provide and maintain, at a minimum, two (2) properly licensed service vehicles at the Airport at all times throughout the duration of the Contract. The service vehicles are required to transport materials and supplies, Contractor personnel, and tools to various locations. Contractor shall further provide and maintain all necessary support vehicles (i.e. scissor lifts, fork lifts, golf carts, etc.) required to effectively and efficiently operate, manage and support the Services necessary to fulfill the requirements of this Contract. All Contractor provided vehicles must be serviceable and in good condition. The City will not provide or reimburse Contractor for any expenses, including fuel, for these vehicles. The City reserves the right to reject a Contractor supplied vehicle that does not adequately satisfy the City's quality standards.
- G. Contractor shall provide equipment for the proper transportation, receiving, unloading, and disbursement of its equipment, including protection of the same.

## **SECTION IX. OBLIGATIONS OF THE CITY.**

- A. Work Location: The City shall provide a normal work location for all Contractor employees. The City oversight of the contractor employees shall be provided as necessary.
  - 1. The City will provide Contractor office, workshop and storage space(s) at the Airport. The City will designate the location(s) and has the authority to relocate such areas as necessary.
  - 2. Contractor shall keep such areas clean and orderly at all times.
  - 3. Contractor shall keep the office door locked whenever unoccupied.
  - 4. Contractor shall not allow persons who do not possess a current Airport security badge to remain in the on-site office unescorted.
  - 5. Contractor shall not store any items not related to the Contract in the space or anywhere on the Airport.
- B. Operations and Maintenance Manuals
  - 1. The City will allow Contractor to use the BHS/PBB O&M manuals as provided by the OEM.



2. Contractor shall utilize these manuals only for work being performed at the Airport. The manuals shall be returned to the City at the end of the Contract term in the condition in which they were received.
3. City Computer Network Access
  - a. The City will provide Contractor with access to the Airport's public Wi- Fi for the sole purpose of fulfilling the requirements of this Contract. The City may, to verify compliance of this requirement, monitor Contractor's computer usage.
  - b. Contractor's computer systems and related equipment shall remain at Airport at all times. These computer systems, related equipment and data shall remain the property of the City at the end of the Contract.
  - c. Contractor shall not allow unauthorized users to operate or use the computers.
  - d. Contractor shall be responsible for immediately notifying the City of any computer malfunctions or troubles that could affect the Airport's network.
  - e. Contractor shall take all steps necessary to ensure proper computer access and security practices are in place so as to not compromise the City's network and to ensure compliance with the City's technology standards.
  - f. The City shall provide limited fire prevention equipment within the facilities.
  - g. The City shall provide reasonable utilities (electric, water, etc.) used in the operations and maintenance of the BHS, PBBs and associated generators.
  - h. Upon expiration or termination of the Contract, Contractor shall return to the City, in good condition, all City-provided resources, including all security devices, airport keys, security badges, and all other Airport identification.

## **SECTION X. INDEMNIFICATION.**

**The Company 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 The Company every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated**



herein. The Company 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 Company may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. The Company will pay all judgments finally establishing liability of the City in actions defended by The Company pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by The Company, 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 Company's property from any cause.

## **SECTION XI. INSURANCE REQUIREMENTS.**

- A. Without limiting Company's indemnification, Company shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Company, its agents, representatives or employees. City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the City's Risk Manager, insurance provisions in these requirements do not provide adequate protection for City and for members of the public, City may require Company to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

### **B. Verification of Coverage**

Company shall furnish the City with certificates and evidencing coverage required below. Copies of required endorsements must be attached to the provided certificates. The City's Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the City and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the City before performance commences. The City reserves the right to require that Company provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

### **C. Scope and Limits of Service**

Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Company will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

#### **1. Minimum Requirements:**

- a. **Commercial General Liability:** Company shall maintain commercial general liability insurance, with combined limits of liability for property damage, bodily injury and/or death of not less than \$1,000,000, for



Company (and subcontractors).

- b. **Commercial Automobile Liability:** Company shall maintain business commercial automobile liability at a limit of liability not less than \$1,000,000 for access to Landside, Airport Owned Property Access and \$5,000,000 for Airport Airside Access, for each occurrence for all owned, non-owned and hired automobiles. In the event the Company does not own any automobiles, Company agrees to maintain hired & non-owned auto liability in the same amounts. The hired & non-owned auto liability coverage requirement may be satisfied by way of endorsement to the commercial general liability policy, or by a separate commercial auto coverage form. This coverage shall be primary.
  - c. **Worker's Compensation Insurance & Employers Liability Insurance:** Company shall maintain workers' compensation & employer's liability coverage in accordance with all applicable state laws and including without limitation employer's liability including occupational disease, subject to a limit of liability of not less than \$500,000, or statutory limits, whichever is greater. This coverage shall be primary.
  - d. **Professional Liability:** Company shall maintain professional liability or equivalent errors and omissions coverage at a limit of liability not less than \$1,000,000 per occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right to request and review Company's most recent annual report or audited financial statement, and to consider Company in default of this Agreement if said information does not, in City's sole discretion, reveal sufficient financial strength to protect the City. For policies written on a claims-made basis, Company shall maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an occurrence form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Company shall purchase a SERP with a minimum reporting period not less than 3 years. This coverage shall be primary.
2. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:
- a. **Additional Insured Status.** **The Company will provide, and maintain current, a Certificate of Insurance naming The City of El Paso, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds"** on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Company's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of El Paso as Certificate holder and be delivered via



U.S. Mail to El Paso International Airport 6701 Convair Rd El Paso, TX 79925.

- b. Primary Coverage. For any claims related to this Agreement, **the Company's insurance coverage shall be** primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Company's coverage.
  - c. Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the Agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Company must purchase "extended reporting" coverage for minimum of 5 years after the termination of this agreement
  - d. Waiver of Subrogation. **The Company and its insurers agree to waive any right of subrogation** which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Agreement.
  - e. Notice of Cancellation. Each insurance policy required above shall provide that **coverage shall not be canceled, except with prior notice to the City of no less than 60 days.**
  - f. Acceptability of Insurers. Insurance is to be placed with **insurers licensed and authorized to do business in the State of Texas with a current A.M. Best's rating of no less than A-: VII** unless otherwise acceptable to the City.
3. The Company will provide the City's Risk Manager (at City of El Paso Attn: Risk Manager, El Paso International Airport 6701 Convair Rd El Paso, TX 79925 – Ref.: RFP #2024-0450R within 10 calendar days of the Effective Date and at any other time at the City's request the following documents:
- a. Proof of coverage for each policy of insurance required by this Agreement;
  - b. Copy of the fully executed Agreement;
  - c. Copies of all policies of insurance, including all policies, forms, and endorsements;
  - d. Statements disclosing any policy aggregate limit.
4. Without notice from the City, the Company will:
- a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
  - b. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Texas, or ceases to meet the requirements of this Agreement; and
  - c. Notify the City's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.



## **B. Excess or Umbrella Liability**

1. Umbrella or Excess Liability policies are acceptable and shall provide liability coverages that at least follows form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, and Employers' Liability.

## **C. Company's Equipment**

1. The Company, and each of its subcontractors, shall separately insure its own equipment for loss and damage. The Company's Property shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Company's property or equipment (owned, leased or borrowed) in connection with work performed under this Agreement by the Company.

## **D. Environmental Liability Insurance**

1. The Company, or its environmental SUB-Company, shall procure, maintain, and keep in force at all times during the term of the Agreement, at the Company's sole expense, Company's Pollution Liability insurance which includes coverage for pollution arising out of the handling of hazardous materials or hazardous wastes, and coverage for liability arising out of the handling of asbestos with limits not less than:

Each Occurrence or Claim	\$2 Million Dollars (\$2,000,000)
General Aggregate	\$2 Million Dollars (\$2,000,000)

2. If coverage for Pollution Liability insurance is written on a claims-made form, the following provisions apply:
  - a. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of the Work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
  - c. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the Agreement effective date, the Company must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

## **E. Other Provisions**

1. The Company's Commercial Liability and Automobile Liability shall contain the following provisions:
  - a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the



activities performed by or on behalf of the Company, products and completed operations of the Company, premises owned, occupied, or used by the Company, or automobiles owned, leased, hired, or borrowed by the Company. The policy shall contain no special or endorsed limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers unless approved by the City's Risk Manager

- b. For any claims related to this Agreement, the Company's insurance coverage shall be primary insurance as respects the City's, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Company's insurance and shall not contribute with it.
2. Any failure to comply with reporting or other provisions of the policies on the part of the Company, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers. The Company's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to each job site or project.
3. The Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Any deductibles or self-insured retentions that apply to any insurance required by the Agreement must be declared and approved in writing by the City.
5. The Company shall maintain all insurance coverages in place at all times and provide the City with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after sixty 60 days written notice for cancellation or written notice for non-renewal has been given to the City. For non-payment of premium, 10 days prior written notice of cancellation is required.
6. All of the Company's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-: VII.
  - a. Exceptions:
    - i. Underwriters at Lloyd's of London, which are not rated by A.M. Best.
    - ii. Workers' Compensation that is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under State of Texas law.
    - iii. For liability insurance required under Pollution Liability Insurance, the insurance shall be placed with insurance companies with a current A.M. Best rating of at least A-: VII.



7. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Agreement by giving thirty (30) days written notice to the Company. Company shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) days of receipt of the City's request.
8. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve the Company of its duties and responsibilities in this Agreement.
9. If the Company fails to procure or maintain insurance as required by this Section or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Company under the Agreement. Failure of the City to obtain such insurance shall in no way relieve the Company from any of the Company's responsibilities under the Agreement. Any failure of the Company to maintain any item of the required insurance is sufficient cause for termination of the Agreement.
10. The making of progress payments to the Company shall not be construed as relieving the Company of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City.
11. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Agreement. The City will provide such amendments or waivers in writing to the Company.
12. Company shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance.
13. The failure of the City to enforce in a timely manner any of the provisions of this Section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Agreement.

**F. Notification or Accident, Occurrence or Other Claims**

1. The Company shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) days after the Company or any subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars (\$10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of the Company as part of the Agreement. Such report shall contain:
  - a. the date and time of the occurrence,
  - b. the names and addresses of all persons involved, and



- c. a description of the accident or occurrence and the nature and extent of injury or damage.
2. If any claim for damages is filed with Company or if any lawsuit is instituted against Company, that arise out of or are in any way connected with Company's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect City, Company shall give prompt and timely notice thereof to City. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

#### **G. Responsibility for fines for Violation of Environmental Regulations**

1. Company shall assume sole responsibility for and payment of any fines levied on either the City or the Company by any local, state or federal authority (hereinafter Authority) for breaches of the Authority's environmental regulations. The Company agrees to be solely liable for the payment of all fines regardless of whether the fines are a result of the sole or partial acts or omissions of the Company. In addition, the Company understands and acknowledges that, during the course of construction, the environmental regulations implemented or imposed by the Authority on the City may change and the Company specifically agrees to comply with any future environmental regulations implemented or imposed by the Authority on the City.
2. Company shall pay all fines levied by the Authority on the Company or the City when levied or, if the Company believes that a violation of the Authority's regulations did not occur, appeal the levy of the fine to the Authority. Until the fine is paid or withdrawn by the Authority, the City shall deduct the amount of the fine from the monthly partial payments owed the Company for work performed on the project and hold the payment(s) in reserve until the fine is paid or withdrawn by the Authority. After the Company pays the fine or, the Authority withdraws the fine, the City will pay the withheld monies to the Company with the next monthly partial payment for work performed on the project.

### **SECTION XII. CONFIDENTIALITY**

- A. All data, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Company or subcontractor connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Company or subcontractor shall not disclose data generated in the performance of the Service to any third person without the prior written consent of the City.
- B. All data, including personally identifying information, financial account information, or other personal information collected, obtained or transmitted to the Company or subcontractor in connection with this Agreement shall be protected and secured in



accordance with federal, state and local law. The Company shall also comply with any City policy that may be implemented relating to protecting or securing such data. The obligations of the Company or subcontractor under this Section shall survive the termination of this Agreement.

- C. The Company shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by the Company without the prior written consent of the City.
- D. The Company agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by Company. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- E. **Sensitive Security Information.** The Company acknowledges that the Services provided pursuant to this Agreement are subject to confidentiality under the Sensitive Security Information (SSI) Policy as administered by the federal TSA. SSI must be protected as required by 49 Code of Federal Regulations (CFR) Part 1520 and Department of Homeland Security Management Directive 11042.1. The Company shall not divulge information or documents pertaining to the Services provided pursuant to this Agreement to third parties without first notifying City and seeking approval from the TSA. The Company shall notify the City once it has obtained approval from the TSA prior to its revealing information or documents of any information pertaining to its Services and shall provide such notification prior to it revealing such information or documents.
- F. **Contacts with Third Parties.** The Company or subcontractor shall not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior consent of the City. Should the Company or subcontractor be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, the Company or subcontractor shall promptly inform the City giving the description of the information sought and shall not disclose such information or give such testimony without the consent of the City or court order. The obligations of the Company or subcontractor under this Section shall survive the termination of this Agreement.

### **Section XIII- SERVICE DEFICIENCIES.**

- A. Company shall be responsible for the professional quality, technical accuracy, and coordination of all Services furnished under this Agreement. Company shall, without additional compensation, correct or revise any deficiencies in the Services at the earliest possible time.



- B. Services required under this Agreement are time-sensitive and cannot be effectively delivered at a later time. The City will give written notice to Company of deficiencies in time-sensitive service items within twenty-four (24) hours of discovering the time-sensitive service deficiency.
- C. Neither the City's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Company shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by Company's negligent performances of any of the Services furnished under this Agreement.
- D. Company agrees to reimburse the City, within fifteen (15) calendar days, for 100% of all fines levied against the City by the Federal Aviation Administration (FAA), TSA, or other government authorities when those fines can be attributed to services not provided or defectively performed by Company.

## SECTION XV – TERMINATION.

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 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. The Company will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. If the Company has any property in its possession belonging to City or the City, the Company will account for the same, and dispose of it in the manner City directs.
- B. **Termination for Default:** Either party may terminate its performance under this Agreement in the event of default by the other party and a failure by that party to cure such default after receiving notice thereof, all as provided in this Section. Default shall occur if a party fails to observe or perform any of its duties under this Agreement.
  - 1. If the Company defaults, City shall deliver a written notice to the Company describing such default and the proposed date of termination. Such proposed date of termination may not be sooner than the 30<sup>th</sup> day following receipt of the notice. City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the Company cures such default, then the proposed termination shall be ineffective. If the Company fails to cure such default prior to the proposed date of termination, then City may terminate its performance under this Agreement as of such date. The Company will only be paid for services accepted by City at the time of termination that may include contract close out costs, and profit on work performed up to the time of termination. The Company will promptly submit any termination



claim to City to be paid the Company. If the Company has any property in its possession belonging to City or the City, the Company will account for the same, and dispose of it in the manner City directs.

2. If City defaults, the Company shall deliver a written notice to the City Manager (with copy to the City's Purchasing Manager and City Attorney) describing the default, such notice shall specify the provisions of the Agreement under which the Company considers City to be in default and set forth a date of termination not sooner than 90 days following receipt of such notice. The Company at its sole option may extend the proposed date of termination to a later date. If City fails to cure such default prior to the proposed date of termination, the Company may terminate its performance under this Agreement as of such date.

**C. Effect of Termination:** All duties and obligations of City and the Company shall cease upon termination or expiration of this Agreement, except that:

1. The Company shall discontinue advancing the work in progress, or such part that is described in the notice. The Company agrees to take action reasonably necessary to cause an orderly cessation and transition of Services to City or another company designated by City without detriment to rights of City or to continued operation of Property including, but not limited to, refraining from any interference or disruption of occupants or other Companies.
2. All files are property of the City and at City's request will be delivered at no cost to City or its designated recipient at the effective date of termination.
3. The Company shall release and make available to City all records owned by the City, and shall cooperate fully to affect an orderly transfer of services and claim files.
4. All provisions of this Agreement that expressly or impliedly contemplate or require payment or performance after the expiration or termination of this Agreement, shall survive such expiration or termination.
5. The Company shall be paid for services performed and accepted by the City to the date of Termination and after the Company delivers to the City all final reports, documentation and materials.
6. Upon termination or expiration of this Agreement, City shall have option to:
  - a) Assume responsibility of all claims pending as of the effective date of the termination; or
  - b) Require the Company to continue administering all pending claims as provided herein at the compensation provided in this Agreement. If



City or the City assumes responsibility for all claims, the Company agrees to do all things necessary to transfer administration of all claims to City or the City.

- D. Default or Waiver.** Continued performance by the City as to the terms of this Agreement after default by the Company shall not be deemed a waiver by the City of the right to cancel for any subsequent default, and a waiver of such default shall not be construed as a waiver of any subsequent default.

#### **SECTION XIV: ASSIGNMENT, TRANSFER, AND MODIFICATION.**

- A. Assignment and Transfer.** The Company shall neither sell, assign, nor transfer this Agreement. Any attempt to sell, assign or transfer this Agreement shall be void, shall be deemed and event of default and may result in termination of this Agreement.
- B. Right to Amend.** In the event that the Transportation Security Administration, the Federal Aviation Administration or their successor agencies require modifications or changes in this Agreement, the Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required. All amendments shall be made in writing and executed by both parties.

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

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

- (1) Compliance with Regulations:** Company 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:** Company, 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. Company 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 Company 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 Company of Company’s obligations under this contract and the Regulations relative to nondiscrimination



on the grounds of race, color, or national origin.

- (4) **Information and Reports:** Company 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 Owner to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Company is in the exclusive possession of another who fails or refuses to furnish this information Company shall so certify to Owner, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Company's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
- a. Withholding of payments to the Company under the contract until the Company complies, and / or
  - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Company 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. Company shall take such action with respect to any subcontract or procurement as Owner may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Company becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Company may request Owner to enter into such litigation to protect the interests of Owner and in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.

## SECTION XVIII: GENERAL PROVISIONS

- A. Attorney's Fees.** If either party brings any action or proceeding to enforce, protect or establish any right under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs incurred in connection with the enforcement action.
- B. Non-Waiver.** No waiver of any breach of default hereunder shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either party shall give the other party any contractual right by custom, estoppel or otherwise.
- C. Section Headings.** The section headings contained herein are for the parties' convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- D. Notices.** Notices to either party, as provided for herein shall be sufficient if hand delivered or sent by registered mail, postage prepaid, addressed to the following addresses, or such other address as the parties may designate in writing during the term of this Agreement:



**CITY:** City of El Paso Attn: City Manager 300 N. Campbell  
El Paso, Texas 79901

**COPY TO:** Director of Aviation  
El Paso International Airport  
6701 Convair  
El Paso, Texas 79925-1091

**COMPANY:** Daifuku Services America Corporation  
30100 Cabot Dr.  
Novi, MI 48377

Notices shall also be sufficient if sent via reputable overnight delivery service which provides proof of delivery, such as Federal Express, UPS, or the like.

- E. Successors and Assigns.** All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.
- F. Agreement Made in Texas.** The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of the Agreement. Venue shall be in the courts of El Paso County, Texas.
- G. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of the Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of the Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- H. Authorization to Enter Agreement.** The parties represent and warrant to each other that each party and the persons signing this Agreement have authority to enter into this Agreement and bind their respective organizations thereto. Further, all persons entering into this Agreement represent that their respective entity is a duly authorized and existing entity qualified to do business in Texas. Upon either party's request, the other party will provide evidence satisfactory to requesting party confirming these representations.
- I. Subordination to Agreements with the United States.** This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time.

The Company shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this



Agreement. The parties agree that Federal Aviation Administration clauses in Exhibit “G” are hereby incorporated into this Agreement.

**J. Time is of the Essence.** Except as otherwise specified herein, time is and shall be deemed of the essence in respect to the performance of each provision of this Agreement.

**K. Force Majeure.** If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Agreement 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 Agreement 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 Agreement.

**L. Cumulative Rights and Remedies.** All rights and remedies of either party here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

**M. Interpretation of this Agreement.** The parties agree that this Agreement has been freely negotiated by both parties and that in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms and conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof. Further, words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

**N. Entire Agreement.** This Agreement, together with all exhibits and attachments incorporated herein, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein.



This Agreement may only be amended in writing upon execution by duly authorized representatives of the parties hereto.

*(Signatures Begin on the Following Page)*

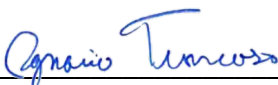


**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF EL PASO:**

\_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ignacio R. Troncoso  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Tony Nevarez  
Aviation Director

**ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2025,  
by Dionne Mack, as City Manager of the City of El Paso, Texas (the City).

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_

*(Signatures Continue on the Following Page)*



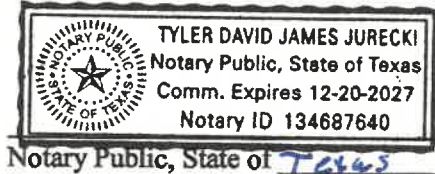
**Daifuku Services America  
Corporation, a Florida Corporation:**

By: Kristijan Medic  
Name: KRISTIJAN MEDIC  
Title: VP, Sales & Services

**ACKNOWLEDGMENT**

STATE OF Texas )  
COUNTY OF Dallas )

This instrument was acknowledged before me on this 12 day of February 2025,  
by Kristijan Medic, as VP, Sales & Services (Title) of Daifuku Services  
America Corporation, a Florida Corporation.



My Commission Expires:

12-20-2027



## **Exhibit “A”**



## **EXHIBIT A**

### **EQUIPMENT COVERED UNDER THIS AGREEMENT**

The equipment and systems covered under this Agreement shall be as follows:

Contractor shall provide operation, maintenance and repair services for the new inbound and outbound Baggage Handling Systems ("BHS' or "Systems"), Passenger Boarding Bridges ("PBB") as well as replacement of PBB luggage lifts at El Paso International Airport ("Airport") as depicted in Exhibit A.

BHS includes: five (5) new ticket counter subsystems, one (1) new curbside subsystems, one (1) new transport mainlines that collects all the bags from the ticketing level, all conveyor subsystems designed as part of the new security matrix which is comprised of one (1) Out of Gauge subsystem, three (3) security shunts subsystem which feed three (3) L3 6700 ES ISDs, three (3) on-screen resolution subsystems for Level 2 screening, two (2) alarm subsystems to route alarmed bags into Checked Baggage Resolution Area (CBRA) for manual screening with one line conveying out of gauge bags and the other line conveying in-gauge bags, five (5) clear bag subsystems to route bags from Checked Baggage Inspection System (CBIS) to the sortation area, one (1) Re-insert subsystem to re-induct bags into the CBIS, one (1) sortation line, four (4) new baggage flat plate make-up units, (4) feeds to MU devices, (1) outbound over size line, (2) new passenger flat plate claim devices located in the Federal Inspection Services area for international arrival flights and four (4) new flat plate claim devices for domestic arrival flights, as well as ATRs, security/fire doors, security/fire door dog houses, and structures that enclose the conveyors, exclusive of the Explosive Security System devices found in the matrix (TSA equipment).

PBB includes: fifteen (15) ThyssenKrupp Airport Systems Two & Three-Tunnel Apron Drive Passenger Boarding Bridges (PBB), fifteen (15) Cavotec PDX-30 Preconditioned Air Units, fifteen (15) Cavotec 90kVA Combi 400Hz Ground Power Units, fifteen (15) Selmer Industries Potable Water Cabinets, fifteen (15) AustralStar Platform Luggage Lifts (to be replaced) and three (3) Cummings generators (Models GTA50 (1) and C1000 N6 (2)).



## **Exhibit “B”**



## EXHIBIT B– PERFORMANCE REQUIREMENTS AND EQUIPMENT SCHEDULE & REPORTING REQUIREMENTS

### 1.1 EQUIPMENT PERFORMANCE REQUIREMENTS

- A. Contractor shall meet or exceed the performance requirements described in this Section, as calculated on a weekly basis.
- B. Contractor response time to any type of fault conditions, including bag jams, shall not exceed three (3) minutes.
- C. Each In-Line EDS BHS has been designed to achieve and maintain a rate equivalent to the throughput capacity of the total number of EDS in that System. Contractor shall operate and maintain the BHS at all times to continuously achieve the rates approved by TSA during ISAT testing and 30 days run in.
- D. Reliability of each Subsystem shall be measured in terms of "Subsystem Availability" (SA) of each Subsystem. Availability of each Subsystem is determined from the definitions and formula contained in this Exhibit.
- E. A failure is defined as any malfunction of a Subsystem assembly or subassembly that stops normal operations. A failure shall be charged against the Subsystem that causes the failure. The following shall not be deemed failures:
  - 1. Malfunctions due to causes outside the Subsystem such as sabotage, general power outage, etc.
  - 2. Malfunctions due to baggage jams not caused by failure of a Subsystem component, assembly or subassembly.
  - 3. Malfunctions due to products or services outside the control of Contractor.
  - 4. Damage from vehicle traffic such as tugs, carts.
  - 5. Incipient failures that are detected and repaired without affecting normal operation of the Subsystem.
  - 6. Malfunction of a redundant computer pair where the repair time does not affect normal operation of the System or Subsystem.
  - 7. Malfunction of a portion of the System or Subsystem that degrades but does not completely stop operation (i.e., sortation).
  - 8. Malfunction of any EDS device in the BHS.
- F. In the event of catastrophic failure with a duration in excess of 30 minutes, Contractor staff shall consult and advise the City's designated representative responsible for all BHS operational decisions.
- G. EDS Subsystems shall be staffed by the TSA. The Contractor will not be responsible for the EDS Subsystem.
- H. Scheduled Operating Time (ST): The scheduled time that the Subsystem is available for baggage processing. Normal is approximately 20 hours per day. However,



Contractor must accommodate irregular operations, charters and delays, that may require extended hours of operation.

- I. Repair Time (RT): The interval of time between initiation of repairs and return of the Subsystem to operation.
- J. Subsystem Availability (SA): Subsystem availability is defined as follows

$$SA = (ST - RT) / ST$$

where n = Subsystem number

- K. System Availability (A): Contractor shall meet or exceed the performance requirements described in this Section, as calculated on a weekly basis.

System Availability is defined as follows:

$$A = (SA1 + SA2 + SA3.....etc.) / N$$

where N = total number of Subsystems

- L. The BHS shall have a System Availability of not less than 96% or the availability at which the System is operating at the time of Contract commencement, whichever is higher, for the first ninety (90) days of full operation by Contractor (averaged weekly). Within ninety (90) days, the System shall reach and maintain an average System Availability of not less than 99%.
- M. Contractor shall maintain all tracking devices (encoders, photo-eyes, Automatic Tag Readers (ATRs)) and interfaces (remote I/O devices, Programmable Logic Controllers (PLCs)), etc., in such proper order to achieve continuous sortation accuracy from an encoded position (ATR) of 99.0%, calculated on a weekly basis, for the total number of bags input into the BHS. Sortation accuracy is defined as encoded baggage that is sorted correctly to the assigned carousel or pier. Baggage that is sorted to the incorrect carousel or pier is classified as a missort.
- N. Contractor will maintain all tracking devices (encoders, photo-eyes, flex I/O devices, PLCs, etc.) in such proper condition to achieve continuous tracking accuracy from an encoded position (ATRs) of 99.0%, calculated on a weekly basis, for the total number of bags input into the BHS. Tracking accuracy is defined as the System's ability to identify and control the location of the baggage from the point of encoding to the correct output.
- O. The ATRs will be maintained by Contractor per the OEM's recommended procedures. Cleaning of individual read heads will be performed as necessary and at least twice a day (at System start-up in the morning and mid-afternoon). The minimum weekly average read rate maintained for originating baggage will be 90% successful reads of all 10-digit codes. This figure does not apply to hand written tags or noncompliant tags that negatively impact actual read rates. Noncompliant tags shall include those that cannot be read due to their physical locations on the baggage that prevents the



ATRs from reading the tag. Improper tag stock or poorly aligned print heads may also produce non-compliant tags.

- P. Contractor shall operate, maintain and repair the air conditioning and/or fan units for the Motor Control Panel (MCP) and PLC cabinets, according to OEM specifications to maximize performance and minimize System outages, and must have appropriately certified personnel or subcontractors to do so.
- Q. Contractor shall not be responsible for, nor allowed to complete, programming changes to the PLCs. However, Contractor shall maintain PLC components and work cooperatively with the City or City's designee in the maintenance and replacement of PLCs as needed. Any change or adjustment to PLC programming affecting conveyors in CBIS and CBRA will require a "CBIS Change Request" be submitted for approval to TSA and the City.
- R. Contractor shall perform major PM Services during non-operational airline hours. Hours are subject to change, but are generally 10:30pm to 3:00am. Other hours may be approved after initiation of the contract and upon written approval of the City.

## 1.2 BHS EQUIPMENT USAGE CRITERIA

- A. For any calendar month of this Contract that the BHS does not achieve a System Availability of at least 99% as defined herein, a "Payment Factor" shall be applied to Contractor's total invoice amount for that month, as follows:

B.

System Availability (A)	Payment Factor
99.0 - 100	1.000
98.9 - 98.99	0.991
98.8 - 98.89	0.981
98.7 - 98.79	0.971
98.6 - 98.69	0.961
98.5 - 98.59	0.951
98.4 - 98.49	0.941
98.3 - 98.39	0.931
98.2 - 98.29	0.921

- B. The minimum Payment Factor that may be applied by the City to any monthly invoice of Contractor shall be 0.921. Applying any such Payment Factor shall be the City's sole remedy, and Contractor's sole liability, for failure to meet System Service Availability as defined above.

## 1.3 PARTS AND MATERIALS

- A. The City will establish a stock of critical parts. Contractor shall regularly review and monitor the critical parts inventory and make recommendations for changes if necessary, to ensure Contract performance will not be impeded. Any input from Contractor for critical spare parts to be added to or removed from the inventory shall



be submitted to the City, in writing, for approval. The critical spare parts approved by the City to be included in the critical spare parts inventory will be purchased by the Contractor and associated cost will be reimbursed by the City.

- B. Materials: The term “materials” shall include all tangible property, whether designated as materials, goods, parts, or otherwise. All such materials shall be:
1. New.
  2. High quality and suitable for their intended uses.
  3. Obtained from or recommended by original manufacturers of equipment for replacement or repair, including parts redesigned by and recommended as replacement parts by the original equipment manufacturers. Equivalent parts may be used if approved by City in writing.
  4. Parts requiring repair shall be rebuilt to “like new” condition.
  5. All materials delivered and stored at the Property which are intended to become part of the completed Services shall pass to City.
  6. Storage of materials shall be in areas designated and approved the City. No open storage of materials shall be permitted. Contractor shall stock appropriate parts and supplies to maximize beneficial usage of equipment covered by this Agreement.
  7. Contractor shall not be responsible for replacement of obsolete parts. Contractor shall contact the City to demonstrate that the obsolete parts or equal parts are not available, prior to submitting costs to replace the part. Labor for removal and replacement of parts agreed to as being obsolete, shall be the responsibility of the Contractor.
  8. Contractor shall determine, based on the Contractor’s system being proposed, the anticipated level of cost required to account for items identified in.
- C. Contractor shall replenish all parts drawn from the stock:
1. Items costing \$50.00 or less (for a single item) shall be replenished at no cost to the City. No combining of cost for multiple replacement parts and/or materials shall be permitted.
  2. Items costing more than \$50.00 (for a single item) shall be reimbursed by the City, at cost. There shall be no mark-up for parts and associated cost for shipping and handling. Contractor shall provide original invoices for all items to be reimbursed.
- D. The City shall 50 Contractor for all other parts and materials that cost (for a single item) in excess of \$50.00 and that have prior written consent of the City. There shall be no mark-up for shipping and handling. Contractor shall provide original invoices for all items to be reimbursed.
- E. All other parts and materials costing less than \$50.00 are considered a part of Base Services and will not be reimbursed.
- F. The City shall own all spare parts, regardless of whether they are in the critical parts inventory, and they shall be stored on-site. The City will oversee Contractor's management of the entire inventory stock and the associated stock list. Contractor will be required to update the stock list monthly, and to notify the City of any changes to the inventory stock list.



- G. Contractor shall purchase only parts and/or materials that are OEM specific unless approved in advance, in writing, by the City.
- H. Contractor shall establish an Inventory Management Plan as indicated in Exhibit G. Contractor shall follow the plan as approved by the City and be responsible for the managing the inventory, storage, procurement, replenishment and safekeeping of the inventory.
- I. Contractor shall utilize the CMMS or other City-approved software to manage and document procurement and usage of the inventory.
- J. Contractor shall schedule its own supply deliveries. Contractor shall arrange to have deliveries made during normal working hours. Contractor shall provide equipment for the proper transportation, receiving, unloading, and disbursement of parts and materials, including protection of the same.
- K. Prior to initial use of any products or materials, Contractor shall provide the following submittals for review and approval by the City
  - 1. Manufacturer's product data and literature
  - 2. Manufacturer's installation recommendations
  - 3. Samples, if required by the City
  - 4. Material Safety Data Sheet
- L. If certain materials manufactured by Contractor do not appear on a published price list, Contractor may be required to provide evidence that the charges are comparable to those given to other preferred customers of Contractor.
- M. Contractor shall not remove damaged or failed parts from the Airport without the City's prior written consent.

#### 1.4 FIELD INSPECTIONS AND CITY'S RIGHT TO AUDIT SERVICES

- A. All Services rendered under this Contract are subject to City inspection, either scheduled or unscheduled, both during and after completion of work. The City's inspection is NOT a substitute for adequate and consistent quality control by Contractor.
- B. The City has the right, at all times, to inspect Services performed, and Contractor's workmanship and materials furnished/utilized in the performance of such Services, to the extent practicable. The City shall perform inspections, as it deems necessary, throughout the term of the Contract. Inspections shall be conducted in a manner that will not unduly impact Contractor's work.
- C. The City has the right to arrange for a third party to conduct a condition assessment on the Systems to identify and analyze equipment failures and performance of Contractor.
- D. If any of the Services do not conform to Contract requirements, the City may require Contractor to perform the Services again in conformity with Contract requirements, at no additional cost to the City. When defects in service cannot be corrected by performing the service again, the City may require Contractor to take the necessary action to ensure that future performance conforms to this Contract.



- E. If, after having been directed by the City to correct a deficiency, Contractor fails to promptly perform the Services again or fails to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may:
  - 1. Perform the Services and charge Contractor any cost incurred by the City directly related to the performance of such service.
  - 2. Terminate the Contract for default.
- F. The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Contract. All records pertaining to this Contract shall be kept on a generally accepted accounting basis for a period of three (3) years following termination of the Contract.

## **EQUIPMENT SCHEDULE AND REPORTING REQUIREMENTS**

### **1.1 BAGGAGE HANDLING SYSTEM SCHEDULED REPORTING REQUIREMENTS:**

- A. The Contractor shall be responsible for providing daily, weekly, and monthly reports generated by the Baggage Handling System. Unless otherwise identified, all reports are to go to the City.
  - 1. Daily
    - a. Airline Reports: Contractor shall develop and maintain daily all reports required by the airlines, in the format defined by the airlines. It is Contractor's responsibility to comply with the airlines' reporting requirements generated by the Systems.
    - b. Baggage Jam Report: Contractor shall develop and maintain daily a report in MS Excel or other City approved format that documents all instances of baggage jams on the BHS. This report shall include, at a minimum, time and date of occurrence, sections of conveyance systems where jam occurs, affected airline(s), quantity of bags, responding technician(s) and System downtime duration.
    - c. Equipment Status Report: Contractor shall provide the City an Equipment Status Report, daily via e-mail, of all units that have been placed out of service. Contractor shall ensure information regarding equipment status is passed to Contractor's incoming shift from Contractor's preceding shift. Contractor shall include unit number, location, reason for unit being out of service, date and time out-of- service status began, estimated duration of outage, and any anticipated impact to the airlines. Contractor shall report to the City's designated representative when the equipment is placed back in service.
    - d. Mis-sort Baggage Report: Contractor shall develop and maintain a daily report in MS Excel or other City approved format that documents all outbound baggage traveling through the sortation system that is not directed to the correct Make-up Unit. This report shall include, at a minimum, date and time of occurrence, Baggage Sortation Message code of bag, Make-up Unit where bag was intended to arrive, Make-up Unit where bag arrived, affected airline, and suspected cause of the mis-sort. Contractor shall use a bar code verifier to generate a report on condition of airline bag tags.
    - e. Outbound Processed Baggage Report: Contractor shall develop and



maintain a daily report in MS Excel or other City approved format that documents the quantity of baggage processed through the outbound sortation system on an hourly basis. This report shall be categorized by date and hour and shall include total quantity of bags processed on each main line.

- f. Shift Activities Report: Contractor shall, at the beginning of each shift, notify the ADR and any other City designated personnel, via e-mail, of Shift Activities of all units Contractor intends to remove from service for corrective maintenance. Contractor shall include unit number, unit type, location, reason for unit being out of service, and estimated duration of outage. Such notification must occur immediately by telephone if customer service is interrupted.
  - g. System Downtime Report: Contractor shall develop and maintain a report in MS Excel or other City approved format that documents all instances of non-PM related System outages. This report must be provided to the City on a daily basis. This report shall include, at a minimum, date and time of notification, Contractor response time to problem, sections of System affected, responding technician(s), cause of System downtime and System return-to-service date and time.
  - h. TSA Report: Contractor shall develop and maintain daily all reports required by the TSA, in the format defined by the TSA. It is Contractor's responsibility to comply with TSA reporting requirements generated by the Systems.
2. Weekly
- a. Quality Control Inspection Report: Contractor shall develop and maintain a weekly Quality Control Inspection Report in a City approved format. This report shall include, at a minimum, those items identified in Contractor's Quality Control Program.
  - b. System Downtime Report: Contractor shall develop and maintain a report in MS Excel or other City approved format that documents all instances of non-PM related System outages. This report must be provided to the City on a weekly basis. This report shall include, at a minimum, date and time of notification, Contractor response time to problem, sections of System affected, responding technician(s), cause of System downtime and System return-to-service date and time.
3. Bi-Monthly
- a. PM Schedule Deviation Report: Contractor shall develop and submit a PM Schedule Deviation Report that documents all PM's not completed on time as originally scheduled. For all outstanding work, Contractor shall include a proposed schedule for accomplishment, and a complete explanation as to why work was unable to be performed. Contractor shall submit the PM Schedule Deviation Report to the City on the second and fourth Wednesdays of each month.
4. Monthly
- a. BHS Report: Contractor shall provide a monthly executive summary of BHS reports in a City approved format to include appropriate tables, graphs, etc.
  - b. BHS Reset Report: Contractor shall develop and maintain a monthly BHS Reset Report in a City approved format. This report shall include, at a minimum, the date, time, cause, Corrective Action taken and completion time of all resets during the month.



- c. Critical Parts Inventory and Usage Report: Contractor shall develop and maintain a monthly Critical Parts Inventory and Usage Report in a City approved format. This report shall include, at a minimum, those items identified in Contractor's Inventory Management Plan.
  - d. Equipment Data Evaluation Report: Contractor shall develop and maintain a monthly Equipment Data Evaluation Report in a City approved format. This report shall include, at a minimum, ATR read rate statistics, photo-eye jam statistics, motor overload statistics, and failsafe statistics.
  - e. PM Schedule: Contractor shall provide the City, five (5) business days prior to the end of each month, a CMMS generated equipment PM schedule which details Contractor's PM schedule for the upcoming month. At a minimum, the report shall contain work order number, PM type, unit number, equipment description, and work order origination date.
  - f. System Availability Report: Contractor shall develop and maintain a monthly System Availability Report in a City approved format. This report shall include, at a minimum, the calculations for Subsystem and System Availability and all supporting documentation.
  - g. System Downtime Report: Contractor shall develop and maintain a report in MS Excel or other City approved format that documents all instances of non-PM related System outages. This report must be provided to the City on a monthly basis. This report shall include, at a minimum, date and time of notification, Contractor response time to problem, sections of System affected, responding technician(s), cause of System downtime and System return-to-service date and time.
  - h. Trend analysis Report: Contractor shall perform trend analyses for all equipment covered by this Contract and shall provide monthly reports identifying, at a minimum, outage trends, bag jamming trends, etc.
  - i. Work Order Status Report: Contractor shall provide the City, five (5) business days after the end of each month, a CMMS-generated Work Order Status Report that details all incomplete and completed work orders generated during the previous month. At a minimum, the report shall contain work order number, PM type/service required, brief description of work, equipment description, account code, origination date and completion date.
5. Annually
- a. Critical Parts Inventory and Usage Reports: Contractor shall develop and maintain an annual Critical Parts Inventory and Usage Report in a City approved format. This report shall include, at a minimum, those items identified in Contractor's Inventory Management Plan.
  - b. Trend analysis Report: Contractor shall perform trend analyses for all equipment covered by this Contract and shall provide annual report identifying, at a minimum, outage trends, bag jamming trends, etc.



6. As-Needed

- a. Accident Reporting: Contractor shall provide a formal report of all accidents and/or injuries that occur and involve the equipment and/or personnel covered by this Contract via e-mail to the ADR no later than two (2) hours after the occurrence. This report shall identify all parties involved, location, times and suspected cause of incident.
- b. Failure Analysis Report: Corrective Actions shall be documented in a Failure Analysis Report, within three (3) business days, in a City approved format.
- c. Vandalism: Contractor shall, within three (3) business days of any instance of suspected vandalism, provide the City date-stamped digital photographs, a complete statement of justification for repairs, a Police Incident Report Number, a Work Order Request Number, Equipment History Database Reference Number, and an estimated cost and time breakdown to complete the repairs.
- d. Resource Conservation: Contractor shall prepare reports for the City with recommendations on energy and other resource conservation as warranted.

1.2 DOCUMENTATION

- A. All documents including but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analyses, studies or any other original works of authorship created by Contractor in the performance of this Contract are to be and remain "works for hire", and the property of the City and all copyright ownership and authorship rights in the work(s) shall belong to the City. In the event that the work(s) that is/are the subject matter of this Contract is deemed to not be work for hire, then Contractor hereby assigns to the City all of the right, title and interest for the entire world in and to the work(s) and the copyright therein. Contractor agrees to cooperate and execute additional documents reasonably necessary to conform to its obligations under this paragraph. All documents, together with all unused materials supplied by the City, are to be delivered to the Airport Director upon termination of this Contract before the final payment is made to Contractor.

END OF SECTION



## **Exhibit “C” - Preventive Maintenance Program**



## **DAIFUKU'S METHOD OF APPROACH TO SCOPE OF SERVICES**

Daifuku's service philosophy focuses on the reduction of unplanned system stops (mechanical or electrical break down, baggage jams, equipment unavailability, etc.). Daifuku has detailed knowledge of the assets and all equipment in ELP, and therefore, is able to accurately estimate the time and effort required in its maintenance plan to adequately maintain your system. Enlisting a vendor that doesn't understand the intricacies of ELP who proposes minimum staffing and low bid pricing in their approach may not achieve the standards and KPI's required by The City.

Our staffing and maintenance strategy support ELP's performance objectives by adopting a dynamic maintenance approach considering operational requirements and condition of the system. Simply put, Daifuku adapted the schedules to meet emerging needs as they arise. The focus will be on delivering a service that supports achievement of performance KPIs, drives collaboration between our two organizations and delivers value for all stakeholders.

Daifuku has created a value-based proposal that competently addresses the needs of this site by providing enhanced wages to attract and retain the best qualified candidates for our team, optimal staffing and using the knowledge of the site gained as your current BHS O&M provider. We have priced our proposal to allow for merit and salary increases, additional training, IT support and, bonus potential for staff that outperform others and take on additional responsibility, which will, again, allow us to attract and retain above average personnel.

The expertise that Daifuku has gained while providing BHS O&M services at airport locations throughout the US has given us great insight into what is required to deliver optimal performance for your multi-matrix system. Our OEM specific experience acquired from over 13 years of operating, maintaining, and repairing Pteris systems at ELP and ELP has allowed us to develop an operations plan that achieves the best value impact, superior equipment reliability, response time and customer service.

**CUSTOMIZED APPROACH TO MAINTENANCE:** Our program measures recognize that equipment location, environment and workload significantly influence the amount of wear and tear it experiences, and if treated solely using PM schedules, would not be sufficient to maximize its reliability. Our solution in ELP is based on a methodical approach that utilizes unique data profiling against actual system history and then continuously adjusts the maintenance plan so problems never reach a systemic level and negative performance is corrected before it can significantly affect the operation.

Our maintenance methodology represents a comprehensive solution for the operation and maintenance of specialized airport equipment. In doing this ***we add value and quality through improved service and lower cost, an approach that is fundamentally different from many companies in the industry that simply offer a lower price, at the consequence of quality.*** There is a difference between the quoted price and the total cost over time, and we support our customers with an innovative approach that protects the best interests of our partners.



Our maintenance philosophy and approach strive to reduce unplanned disruptions to the operation and migrate these types of activities into planned activities (preventative or corrective) by:

- ☑ Allocating appropriate resource levels to support response times for faults and jams at Matrix locations that minimize any disruption to the operation. This is supported by our “Patrol based” approach by placing resources at critical locations within the system
- ☑ Ensure responders are managed and supported at local level during incidents; Proactive outward communication; Reduce likelihood of incident escalation.
- ☑ All activities including planned and unplanned, preventative, corrective and cleaning maintenance for all systems will be fully recorded within The City’s Maintenance Connection system
- ☑ Providing a transparent and robust recording and reporting mechanism. This will be based on a revised mutually agreeable list of reports.

ELP benefits by being part of the Daifuku operational network in that all sites share data and lessons learned so that we can continue to build a program that evolves and ensures we deliver on our continuous improvement agenda. Each individual airport program integrates our company’s best practices with those of our customers and delivers on our commitment to provide maximum operating performance with the following distinct values:

- ☑ Safe programs (OSHA compliance, industry best goals, achievements, and the incorporation of lessons learned)
- ☑ Delivering the lowest total operating cost, not “promise” the lowest quoted price
- ☑ Proven capability and experience with high technology BHS
- ☑ Efficiencies that enhance energy conservation, reduce parts usage and lower spares inventory Guaranteed PM compliance with optimal scheduling and knowledgeable use of the CMMS
- ☑ Maintain in-line screening systems to perform at peak system availability, read and sort accuracy
- ☑ Balanced Planned Maintenance, using OEM and real-world experience
- ☑ Volume purchasing for best selection and pricing of equipment spare parts
- ☑ Maximizing Equipment Life and reliability with strict adherence to proactive/predictive maintenance
- ☑ Full disclosure, open communication, no over-commitment
- ☑ Superior quality standards through ISO 9001-2015 certification at select airports
- ☑ Maintenance evolution through continuous improvement
- ☑ Training, ELS University (LMS), educational programs for employee development
- ☑ Highest customer satisfaction levels in the industry, verified by an independent third party

By actively listening to our customers and seeking feedback, we develop maintenance programs that match the specific needs of the location. ***IT IS THIS VERY PROCESS THAT ENABLES OUR OPERATIONS TO EXCEED THE PERFORMANCE METRICS AT EVERY CONTRACT WE HAVE WON BY IMPROVING SERVICE AND REDUCING THE TOTAL OPERATING COST.***





**PREVENTATIVE MAINTENANCE:** Performed on run time or calendar time and detects, prevents, or alleviates the degradation of equipment or systems to sustain or extend the useful life by slowing the rate of degradation. Our strong

preventive maintenance compliance maximizes the life of the equipment when compared to a less attentive program. Preventive maintenance (lubrication, adjustments, etc.) will result in the equipment performing more efficiently leading to lower wear and tear and promote energy savings over time. However, optimal operational success will only be achieved when combined with our proactive and predictive maintenance techniques.

Preventative maintenance (PM) is primarily performed by the evening shift to minimize disruption of airline operations and reduce public visibility. PMs may also be scheduled on day shift when it does not affect airline demands. For new clients, our team provides comprehensive PM schedules for all equipment following review of the applicable maintenance manuals. If schedules are already established, we work with our clients to refine them to ensure we exceed expectations.

In addition, Daifuku has established enhanced PM work scopes for equipment identified as having an increased workload and/or data supports reliability concerns. It is also our approach to prepare the equipment for peak season demands by recommending the rescheduling of PMs in advance of high-volume utilization periods to maximize the reliability of the system. Daifuku utilizes extensive Preventive Maintenance (PM) programs at ELP, in compliance with the Original Equipment Manufacturers (OEM) recommendations and practices.

Daifuku will continue to improve its program by introducing new technology and practices into the maintenance service field. Our detailed PM program currently in place ensures your equipment, systems and subsystems are maintained at the highest level possible and are available for uninterrupted 24/7 service. We are committed to managing this PM program to ensure minimal unscheduled repairs and extend the life of the equipment. The result of an excellent, well planned Preventive Maintenance program is the cornerstone of the Daifuku Maintenance Plan.

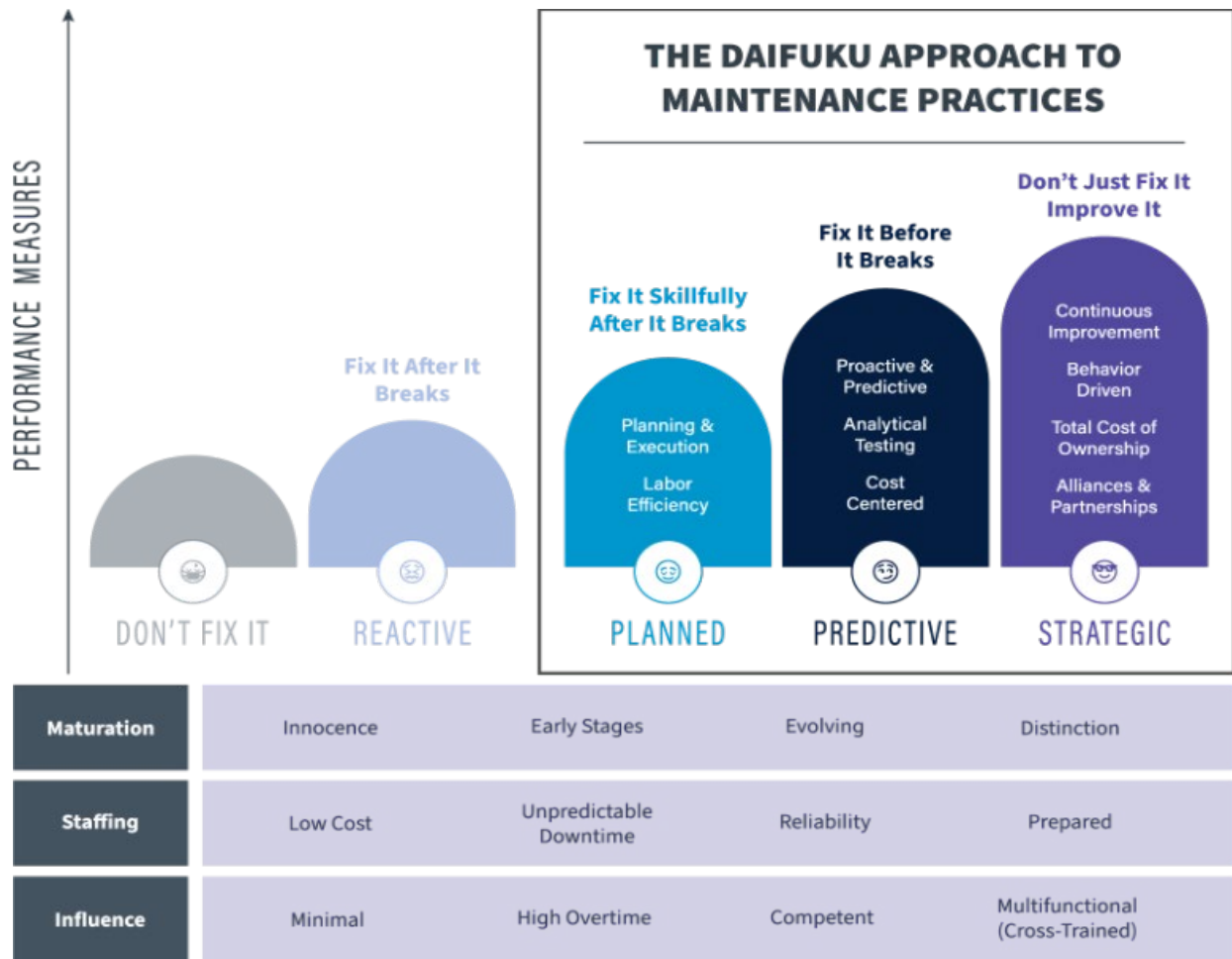


- Elongates asset lifespan
- Reduced equipment or process failure
- Increased productivity, production, and profits
- Estimated 20% cost savings over reactive maintenance
- Energy Savings
- Increased worker safety

Daifuku's Preventive Maintenance program consists of the following, but is not limited to:

- ☒ Utilizing MAXIMO to automatically generate work orders for scheduled inspections and preventive maintenance (inspections, lubrication, adjustments) daily
- ☒ Walk-Through/Inspections on all shifts using the "4 Senses" approach
- ☒ Non-routine maintenance repairs (correcting items before they fail)
- ☒ Achieving 100% PM compliance with the current PM schedule in place.





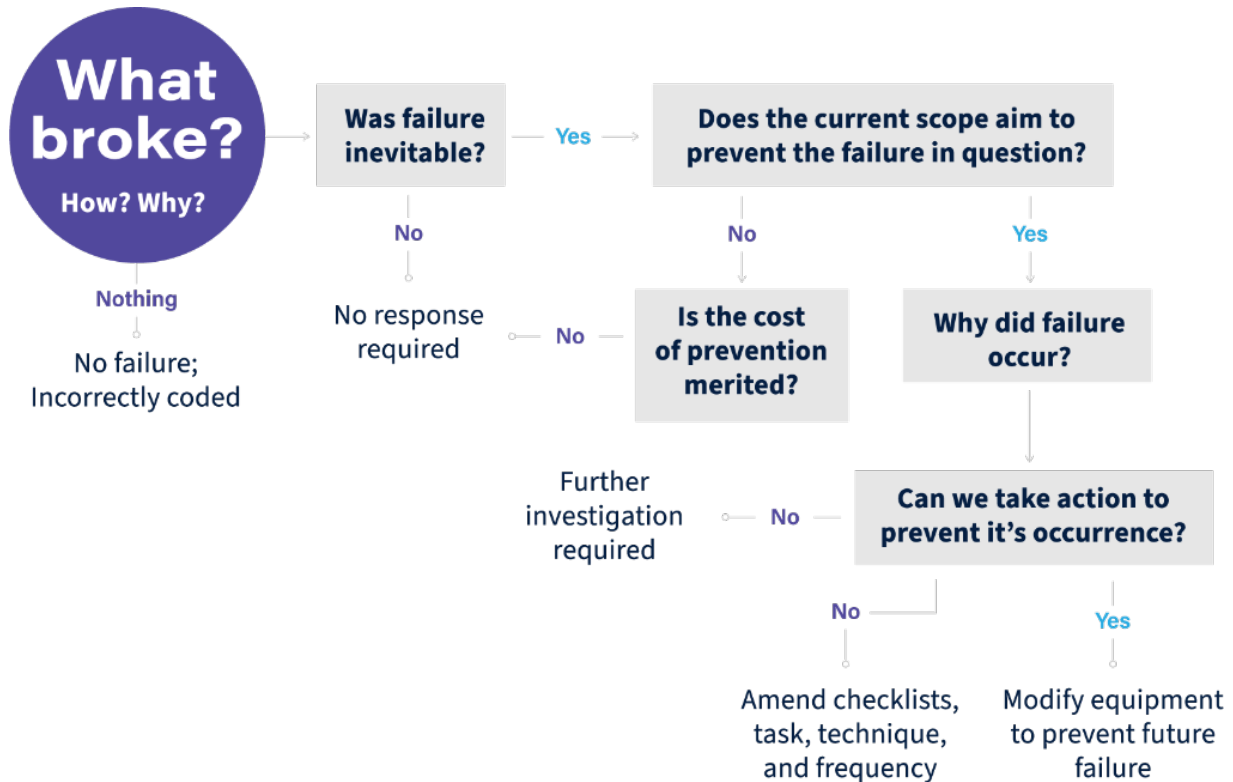
All BHS, and other mechanical equipment components found to be failing or defective (Observed during Daily Walk Through, Scheduled PM Service or items that fail during operations) are replaced/repared. Work orders are created in Maintenance Connection for all maintenance observations, adjustments, repairs, or replacement of parts along with the proper tasks required to ensure equipment longevity. The CMMS will create a history of all work performed on each asset, thereby allowing Daifuku to analyze past problems and steps necessary to correct/modify future problems. BHS Maintenance repairs are prioritized based upon the severity of the problem.

- 5- Immediate Repair (System down, Major safety concern)
- 4- Immediate Repair (Section down, System usable)
- 3-Down Time Repair (Section down, System usable; Repair made during down time)
- 2-3rd shift Repair (Repair made when system is shut down for the night)
- 1-Observe and document for possible future failure

*Daifuku Services continually strives to provide customer service excellence each day. We understand that our role as the O&M provider is as an extension of the ELP stakeholders that directly impacts the service offering to your customers, your reputation, and, ultimately, your bottom line. We take this very seriously.*



**REACTIVE MAINTENANCE:** Also known as the “run it till it breaks” maintenance mode, may be misinterpreted as cost effective in the short term, but it often leads to a greatly reduced equipment lifespan and higher long-term costs. Daifuku works to ensure that every effort is taken to maintain the equipment as the manufacturer/installer originally intended to ensure we maximize the equipment’s useful life. Daifuku holds to a specific, yet simple philosophy for its maintenance program:



**“We treat your equipment as our own.”**

ELP has a formal control room, however; control room functions for the BHS are monitored by rotating staff at various locations throughout the operation. Team members are trained to monitor the system for alarms and give immediate details and directions to other technicians for an efficient response to any matters affecting equipment availability. Depending upon the classification, this may require dispatch of the appropriate technicians or jam runners via radio to resolve incidents such as jams, missing bag jams, security door faults, diverter positioning faults, etc. They will also perform system configuration management for optimal capacity balancing, monitor airline make-up units as necessary, and oversee start-up against the procedural check list to validate that system operational performance is smooth and alert free.

Staff are also responsible for management of the BHS user interface controls to mitigate the effect of any malfunctioning equipment, and whenever possible, institute approved procedures to direct efforts in the routing of baggage to operational conveyors to minimize the effect of a partial system outage. This process requires coordination with the TSA whenever EDS machines or security



spur lines are affected. Any outstanding discrepancies are handed off in the end of day report so that corrective action is performed during subsequent maintenance shift.

**SCHEDULED REDUCTION OF BAG JAMS** – With the heavy flight loads that come through ELP, and the potential of the system to jam, Daifuku continually works with the airlines on multiple plans to improve the bag loading process.

Daifuku regularly hosts quarterly Bag Hygiene training for airport and airline personnel. We recognize how valuable bag hygiene is for keeping your system moving, and we also understand that because airline personnel transfer to and from different locations, it is important to provide this training on a schedule where everyone inducting bags into the system can benefit from it. We currently provide multiple bag hygiene trainings annually in ELP, and there has been a significant improvement in the way bags flow through the system.

**SPARE PARTS:** Daifuku has established a best practices approach to inventory management that has been developed over many years of operational experience. It is designed to have the optimum numbers of spares to consistently meet the evolution of the equipment from new to stable and mature stages. We have demonstrated significant savings in our programs utilizing Bar Coding and other techniques on site. It is essential that spares inventories be constantly evaluated against demand and that spares are matched to the predicted consumption life cycle of the system. The CMMS produces inventory management reports and trigger purchase orders for parts purchasing at the pre-established stocking levels that are developed for the system.

Another consideration is ensuring that sufficient inventory is maintained for those critical items that have a long lead time. This approach makes sure that the inventory needed to support the equipment is on hand and is replenished against actual system demand. All spare part requirements needed to keep the equipment operational will be set up with a minimum / maximum quantity level based upon the recommended parts list and system usage.

Parts are reordered when minimum levels are reached. All specialty items (items not available locally or have a long lead time) are ordered when used. Daifuku will check inventory needs to identify parts availability and will validate purchase history to determine if we can source at better pricing. Before parts are ordered, Daifuku typically requests three individual quotes from vendors. Effective May 1<sup>st</sup>, 2024, Daifuku Services oversees a dedicated parts team for all of our sister companies in North America. This has increased our buying power substantially overnight.

With an **annual budget exceeding well over \$100mm for the purchase of parts** in North America, Daifuku is able to source and procure parts directly from manufacturers of which we have strong purchasing agreements, thus allowing us to consistently pass on larger discounts to our sites. This allows our sites the flexibility to truly find the best price by obtaining quotes from our in-house parts team who now represents all of Daifuku North America, as well as 2-3 alternate vendors. While this is a new program for our customers, we assure ELP that you will see the difference as we pass the savings on to you.



As mentioned above, at program startup, we review the OEM recommended spare parts lists and compare against our experience and usage history to determine if there should be changes to either the mix and or quantity of parts needed and kept on hand. This usually results in not only a reduction but a better inventory of useable parts that greatly reduces spare part costs.

Once the inventory list has been validated and approved, it is entered onto the system. All parts are labeled and categorized by Row-Bin-Shelf. The system identifies quantity and location for quicker access to parts. We manage optimal stocking levels, procure, handle and issue parts so they will be available during a repair task or when needed. We approach inventory with an emphasis on accountability and cost, and track from purchase to installation to ensure:



- ☑ All parts are securely stored.
- ☑ Removed parts are recorded and usage is verified weekly against respective work orders.
- ☑ All parts removed are assigned to a work order created by the CMMS.
- ☑ Weekly “ABC” cycle counts
- ☑ Full physical inventory checks are completed a minimum of twice annually.
- ☑ Evaluate usage against inventory levels ensuring correct quantity of parts are on hand
- ☑ Lower cost by maintaining optimum quantities, volume pricing and consolidated shipping.
- ☑ Identify each component by location, vendor, PN, manufacturer, cost, description, etc.
- ☑ Identify if parts are in stock, and if predetermined minimum inventory thresholds are reached
- ☑ Parts are tracked from the time they are ordered through their entire life cycle.
- ☑ Utilize expansive supplier network and sister BHS and PBB companies to expedite parts for emergency requirements.

## BARCODING OF SPARE PARTS

Daifuku utilizes Spare Parts Barcoding to facilitate a more efficient inventory management process, decreasing the time it takes to receipt parts while significantly improving the accuracy of the inventory on site. Using a wireless scanner for electronic posting and receipting, we can manage orders, physical and perpetual inventories, and update your parts inventory automatically.

Handheld scanners gather information about parts transactions: when and where issued, employee number, work order and pick ticket numbers. Using barcodes speeds up the process rather than adding another layer of parts activity. Our technicians simply:

- ☑ Check the parts inventory and issue the part
- ☑ Scan the part, the paperwork, and the employee ID

Unused parts get back in the system quickly:



- ☑ Parts personnel scan them back in
- ☑ Parts are immediately restocked to the bin listed on the barcode label

Changes are reflected immediately. Restocking and high usage alerts can be generated in a timely manner, avoid guessing, delays, and missing parts. It also allows real-time postings for receipted parts and bin changes. Some of the additional benefits include:

**TRACKABILITY:** We can retain months of order history and transactions resulting in easier research and virtually eliminating the need to sift through paper.

**EFFICIENCY:** Reduces the time needed to conduct physical and perpetual inventories by 50% or more, all while improving accuracy.

**SEAMLESS:** This method updates the inventory automatically when a part is scanned, eliminating the need to rekey information

**REAL-TIME:** All orders are recorded in real time mitigating any time lapses in part documentation

The Bar-Coding Process has created a simple yet effective tool that assists our local site team employees manage parts with higher efficiency, less physical labor & time management, and cost savings to our customer due to better tracking accuracy, thus mitigating the over purchase/stocking of parts on site.





## **Exhibit “D” - Organizational Chart and Staffing Plan**



## PROPOSED STAFFING PLAN & SCHEDULE

A successful maintenance program involves proper monitoring to direct resources to the right area, at the right time, to pre-empt a failure and respond quickly when a failure does occur. Proper maintenance of the BHS & PBB is essential to accurately prioritize maintenance tasks and develop a “reliability” culture across the whole operation. Our maintenance approach ensures all key metrics are achieved, such as system availability with the highest possible tracking accuracy.

Daifuku applies a predictive maintenance approach that includes the analysis of specific components, costs, and their respective functions within the system.

Equipment	Task
ATRs	Daily inspections and cleanings will be done to ensure proper scanning.
Bag Piers	Regular checks will be performed to make sure there is no structural damage, and the units operate safely.
Fire & Security Doors	Daily walkthroughs to perform checks on doors and cleanse photo eyes or remove acculated debris, if needed.
HSDs	Inspected daily to check for abnormal noises or signs of fatigue.
Merge Belts	Daily inspections will be conducted, along with root cause analysis to reduce jams.
Motors	Daily inspections will be performed, checking for noise and temperature variances.
Power Turns	Observed daily and inspected for abnormal wear and adjustment issues.
VSU	Inspected daily, with weekly checks for tension and slippage.

Daifuku has detailed knowledge of the assets and all equipment in ELP, and therefore, is able to accurately estimate the time and effort required in its maintenance plan to adequately maintain your system. Enlisting a vendor that doesn’t understand the intricacies of ELP who proposes minimum staffing and low bid pricing in their approach may not achieve the standards and KPI’s required by The City.

Our staffing and maintenance strategy support ELP’s performance objectives by adopting a dynamic maintenance approach considering operational requirements and condition of the system. Daifuku adapted the schedules to meet emerging needs as they arise. We focus on delivering a service that supports achievement of performance KPIs, drives collaboration between our two organizations and delivers value for all stakeholders.

To Daifuku, customer service excellence is more than just performing the basic minimum requirements to fulfill a contractual obligation or achieve status quo; it is continually striving to surpass expectations in every aspect of the operation. Providing excellent customer service is at the core of all we do as a service organization. To ensure Daifuku attracts and retains staff who possess the professionalism, core values, and competencies needed to meet Daifuku standards, we have priced our solution accordingly.

We are mindful of the challenges in creating a realistic price proposal while also allocating adequate funding to engage qualified staff. Having stated this, we have Increased salaries using



credible and realistic local market and industry wage rates to reflect an ever increasing highly competitive market environment. Our imperative is to attract and retain the best and most qualified technicians & skilled labor with the required skill set to perform the responsibilities and tasks of the SOW. Our aim is to ensure that our employee compensation plan allows for a proper balance between talent retention and contract execution, while being a good steward of The City's maintenance budget and overall cost of ownership of the BHS & PBB.

During incumbency under the current contract, Daifuku has comprehensively analyzed, scrutinized, and reviewed every detail that impacts our ability to perform the SOW effectively. We've learned what it takes to perfect the BHS program, concluding that the RFP submittal is an opportunity to adjust resources to consistently complete all O&M tasks safely, effectively, and efficiently. With the inclusion of the PBB scope we adjusted resources to the current operation. This supports our commitment to the success of The City and all stakeholders at the ELP airport for the foreseeable future.

Daifuku's approach in creating a staffing schedule to operate, maintain and repair BHS & PBB, is to analyze inbound and outbound flights to calculate the optimal area coverage for technical/operational zones. Performing these functions is fundamental to developing an O&M program that is effective, yet affordable. Our comprehensive analysis ensures that our proposed O&M program is most suitable and efficient. Our recommended staffing plan is formulated on the following:

- ☑ **FLIGHT GRAPH ANALYSIS – PEAKS & TROUGHS – EBB & FLOW OF OUTBOUND FLIGHTS**
- ☑ **ASSET DATA – CORRECTIVE & PREVENTIVE MAINTENANCE / SPARE PARTS MANAGEMENT PROGRAM**
- ☑ **ZONING ANALYSIS – TECHNICAL & OPERATIONAL / TERMINAL LAYOUT – TIME OF DISTANCE**
- ☑ **SCHEDULING REQUIREMENTS – DAILY COVERAGE**

When creating our staffing schedule for ELP, we apply the following analytics to design a cost-effective solution that meets or exceeds your performance requirements:

- ☑ **ASSET MANAGEMENT – PROPER CALCULATION OF PREVENTIVE AND CORRECTIVE MAINTENANCE HOURS**
- ☑ **TERMINAL LAYOUT – ACCURATE UNDERSTANDING OF TRAVEL TIMES SO OPERATIONAL DUTIES**
- ☑ **(MANUAL ENCODING, JAMS, ETC.) CAN BE COMPLETED WITHIN THE APPROPRIATE TIME**
- ☑ **STUDY OF DAILY FLIGHTS – IDENTIFY THE EBB AND FLOW OF DAILY FLIGHTS BOTH OUTBOUND AND INBOUND**
- ☑ **SHIFT SCHEDULE – ENSURING RESOURCES ARE PROPERLY DEPLOYED AND ADEQUATE COVERAGE IS AVAILABLE**

Our staffing plan is allocated to support a 24/7/365 operation now that PBB have been added to the SOW and allows for all monthly, quarterly, semi-annual, and annual preventive maintenance



tasks to be performed beginning at 0300 hours and throughout the operation as long as there is no interference with airline operations. On the occasion the airline's operational requirements are reduced and allow for us to shut down half of the system early, part of the system may be available at 6:00PM to begin preventative maintenance. The site team will contact the airlines and request permission from The City prior to making any changes to the BHS schedule. These hours are subject to change should the Airlines have international flights, late night arrivals and midnight departures. Corrective maintenance repairs may be performed during operational hours and as required.

Currently, we are staffed with 8 Full Time Equivalents (FTE) and 1 part time Jr. technician and have managed to perform the O&M effectively, however, we are adding 1 Senior Technician and 1 Maintenance Technician to assist in covering the new PBB SOW and accommodate the additional passenger volume anticipated to grow at ELP. Additionally, with the added team members and PBB SOW, we are converting Oscar Apodaca from Senior Technician to the role of Lead Senior Technician.

PROPOSED ELP O&M FULL SITE TEAM STAFFING		
TITLE	NUMBER	COVERAGE
Site Manager	1	0700-1500 Mon-Fri   On call 24/7
Lead Senior Technician	1	Varies *
Sr. Technician	3	Varies *
Technician	1	Varies *
Junior Technician	5	Varies *
TOTAL 11		

The following pages display a Sample Schedule of Daifuku's proposed schedule by day of the week on a 7-day rotation and brief descriptions of the activities of the individual job category:



Core Personnel							
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Site Manager		0700-1500	0700-1500	0700-1500	0700-1500	0700-1500	
First Shift							
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Senior Tech				0300-1330	0300-1330	0300-1330	0300-1330
Senior Tech	0300-1330	0300-1330	0300-1330				0300-1330
Junior Tech	0300-1330	0300-1330	0300-1330				0300-1330
Junior Tech	0300-1330	0300-1330	0300-1330	0300-1330			
Junior Tech		0300-1330	0300-1330	0300-1330	0300-1330		
Second Shift							
Position	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Lead Senior Tech	1300-2330	1300-2330	1300-2330	1300-2330			
Senior Tech				1300-2330	1300-2330	1300-2330	1300-2330
Tech		1300-2330	1300-2330	1300-2330	1300-2330		
Junior Tech	1300-2130		1300-2130		1300-2130	1300-2130	1300-2130
Junior Tech	0900-1930	0900-1930					0900-1930

**SENIOR LEAD TECHNICIAN**— Oscar Apodaca will take on the role as Senior Lead Technician and will be a working mechanic. He will be stationed throughout the system monitoring equipment performance, providing leadership and guidance to technicians, and performing repairs as needed. He will also have the authority to make decisions that may impact the operation when the Site Manager is not on duty (the site manager is on call 24/7 every day and will be available when necessary).

**TECHNICIANS** – Our technical experts will be assigned to different areas of the system for the performance of maintenance, repairs, inspections, and audits. Areas with larger baggage volumes will have a higher number of personnel assigned, to mitigate system disruption and ensure continuous bag flow. Daifuku technicians work in teams of two, especially during the performance of heavy maintenance and repairs, to both safeguard against injury and provide hands on training to junior personnel. At least one of our seasoned veteran PPB technicians will be paired with a teammate on each shift for safety purposes and to lend expertise on PBB maintenance activity.

The Junior Technicians will work on less advanced and demanding repairs but will also be available to assist other technicians on any other functions when need be. Junior Technicians will initially respond to the majority of PBB calls (since approximately 80% of the activity is for operational “operator nuisance” calls, however, if the incident requires a more experienced technician, it will be handed off immediately.



**DAILY INSPECTIONS** – In addition to individual asset inspections, and multiple weekly inspections, full BHS walkthroughs will be conducted daily. Each shift will have a section or conveyor system that they are assigned to inspect to detect any mechanical irregularities in operations. Making early detections affords Daifuku the opportunity to execute preventative measures versus performing a reactive repair, and aids in reducing system down time.

**BAG PIER MONITORING** – Daifuku has operations staff monitor the bag piers, which is key to ensuring that bags get where they are going on time. If piers are loaded up with bags an overload could occur on the system, or the bags could pile on top of each other and lead to jams or cause bags to fall on the ground and miss their flight. Our jammers will watch for such occurrences and help by taking the excess bags off the pier, setting them carefully next to the pier to keep it clear and then contacting airline personnel or airport operations to advise of the situation. This will significantly reduce the chance of system stoppage.

**SYSTEM CLEANING** – In our vast airport experience, Daifuku has observed the use of leaf blowers on floors and around the conveyor. While this is a quick way to clean, it hinders the system by blowing dirt and debris into the air where it covers your photo eyes, reflectors, and other reading devices - highly increasing the likelihood of bag jams. To lower the chances of this happening, our personnel clean the system with shop vacs, mops, and brooms. We will also put a special focus on inspecting and cleaning all photo eyes and reflectors in the system.

**MERGE BELTING** – Transitions in the conveyor are where the bulk of jams occur, due to gaps in the belting allowing for items to be sucked into the system. To combat this, Daifuku technicians will salvage scrap belting that would have otherwise been discarded, cut a 4-inch-wide piece, and rivet it across the gap. This will minimize the ability for zippers, straps, etc. to get caught in the opening, and contribute to the reduction of bag jams.

## **CROSS UTILIZATION**

Daifuku has broadened its knowledge base and enhanced its focus to better fulfill the needs of The City, TSA, airlines, etc., as a customer centric O&M service company, driven to provide the lowest total cost of ownership in the industry. We constantly look to add value to our programs by targeting reduced cost through successfully managed program resources such as: cross utilization of technicians, data analytics, energy conservation, and effective communication. This balanced approach provides a daily return on our customer's investment and ensures that as an organization we will exceed your expectations.

Cross utilization and training for different job requirements also benefits the team by staffing more efficiently and by having the ability to have employees qualified on other equipment types to meet the need should an unexpected problem occur. Additionally, by rotating personnel every few hours, they remain engaged and won't become bored or lackadaisical when performing their assigned duties.



Our proactive approach to systems maintenance greatly mitigates the risks associated with system failure and the associated cascading effect. Our contingency methods will ensure that any event will be met with the response necessary to minimize the operational impact. We recognize that our future success will continue to be built upon the ability of our programs and employees to make a positive contribution each day. We will further establish ourselves as the company against which all others are measured by seeking out innovations, continuous improvement and constantly raising the benchmarks within the airport industry that lead to a better value option. Our integrated and flexible programs will continue to evolve to allow our customers to build their business and secure their long term operational and commercial success.

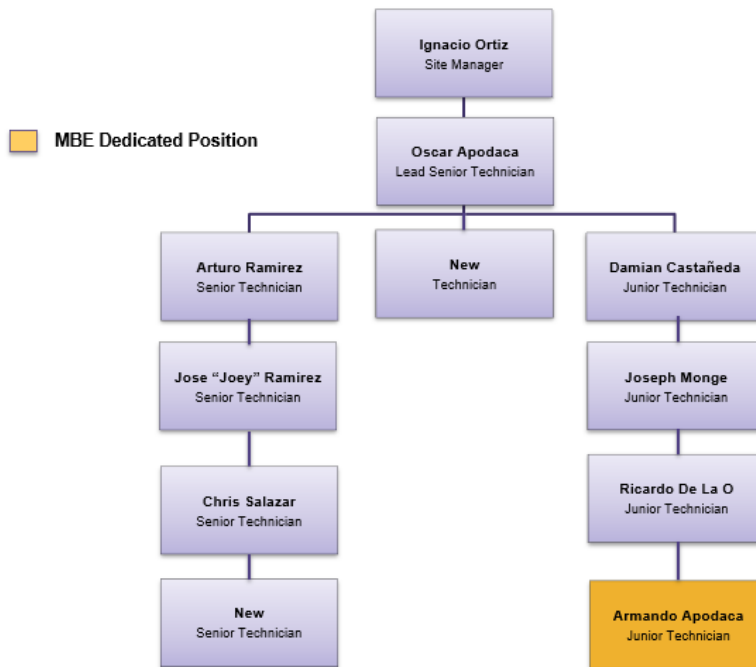
Daifuku removes the volatility that can be associated in delivering a consistently high level of service. Our leaders don't just sit in an office, they are leaders who fortify our staff of mechanics and routinely provide hands-on training to the newer technicians.

A clear benefit of continuing with the Daifuku network is the sharing of systemic best practices, data and lessons learned so that we can continue to build a program that evolves not only through its own data, but that also ensures we deliver on our continuous improvement agenda. Each individual airport program integrates our company's best practices with those of our customers and delivers on our commitment to provide maximum operating performance and the following values:

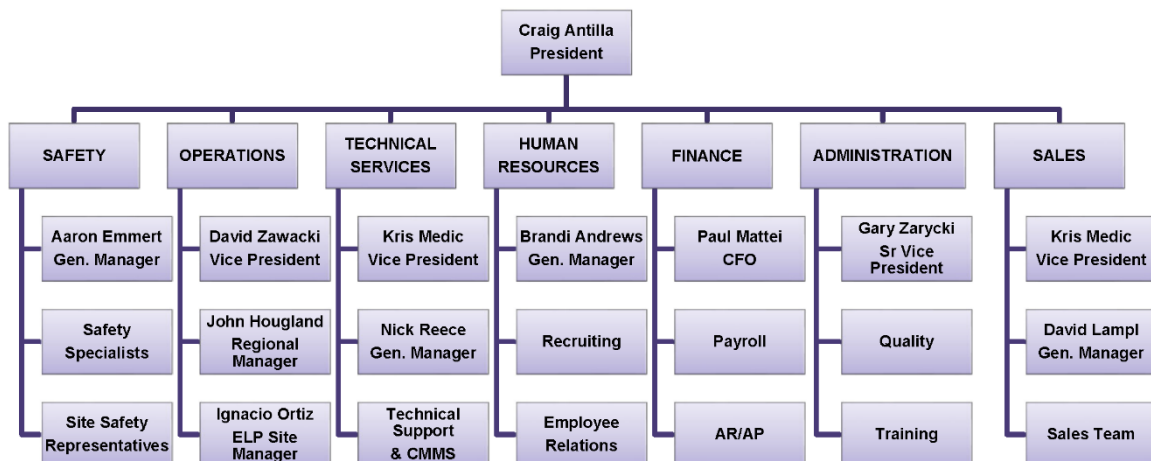
- ☑ An established network of knowledge, skillsets and important industry contacts spanning North America, call upon at a moment's notice
- ☑ Safe programs (OSHA compliance, industry best goals and achievements and the incorporation of lessons learned)
- ☑ Delivering the lowest total operating cost, not "promise" the lowest quoted price
- ☑ Proven capability and experience with BHS, PBB, GSE and other technologies
- ☑ Efficiencies that enhance energy conservation, reduce parts usage and lower spares inventory & purchasing for best selection and pricing of equipment spare parts
- ☑ Guaranteed PM compliance with optimal scheduling and knowledgeable use of the Maximo CMMS
- ☑ Maintain in-line screening systems to perform at peak availability, read and sort accuracy
- ☑ Balanced Planned Maintenance, using OEM and real-world experience
- ☑ Maximizing Equipment Life with strict adherence to proactive/predictive maintenance
- ☑ Full disclosure, open communication, no over-commitment
- ☑ Superior quality standards through ISO 9001-2015 (airport level certification)
- ☑ Committed to employing and retaining a highly skilled and stable workforce
- ☑ Training, Daifuku University (LMS), educational assistance programs for employee development



## ORGANIZATIONAL CHART – CURRENT

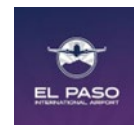


## DAIFUKU CORPORATE TEAM



**KEY PERSONNEL:** To successfully develop a strong and trusted business relationship with our customers, it is essential that we deliver program leadership, system knowledge and open communication. Daifuku is successful because we understand the value that these principles provide to our customers by delivering maintenance performance, value, and lowest cost of ownership. It is our practice to only hire team leaders who share the same customer service values as our corporate culture and policy, as this delivers consistency and quality.

**2024-0450R - El Paso Airport Passenger Boarding Bridge and Check Baggage Inspection System Maintenance**





“People are our Foundation” is not just a Core Value, it’s a practice we promote daily to our teams. We have successful O&M programs because we invest in the right individuals to manage the operation. Our Site Manager Ignacio Ortiz, is the primary point of contact and will attend meetings, planning sessions, and will also be in regular contact with all direct and indirect customers including The City, TSA, CBP, ICE, Police, Airport, and other entities.

Ignacio has a clear and detailed delegation of responsibility that includes a defined set of key performance metrics (which includes customer satisfaction). This role coordinates shift activities, provides oversight, organizes team meetings, ensures maintenance continuity, mentoring and career development. Additionally, he has immediate access to all of the company’s proven and extensive resources within our airport operational network in order to ensure exceptionally high service levels. Ignacio is equipped with the resources, clear guidelines, policies, and procedures to run the operation with a significant degree of autonomy so that local decisions are both thoughtful and efficient. Our goal is to hire and retain highly competent employees, who are empowered through personal and technical training, management tools, as well as local and corporate support to get the job done.

Daifuku also believes that investment in our people only stands to benefit our mutual success. As your service provider for the past 5 years, we have invested in key individuals, and many from ELP have grown with us. Our Regional Manager, John Hoghland, maintains the responsibility for contract performance, program oversight, service levels and will schedule regular visits to meet with The City and Daifuku operations personnel. Regional and Corporate Management receive monthly statements from Ignacio for review and advise and direct on any corrective actions needed to ensure the delivery of high-quality services. Once again, when developing a strong and trusted business relationship, it is essential that program leadership, system knowledge and regular and open communication is provided.

We have been successful because we understand the purpose that these principles achieve in delivering a robust and competent maintenance program, value, and lowest cost of ownership. In preference to only hire contract-specific team leaders who share the same high service values as our corporate culture and policy, the Site Manager and Supervisors are immediately available (cell, radio, email) to deal with any customer service matters. Should this not meet the needs of the requestor, it can be escalated to Mr. Houghland who has corporate responsibility for activities for the operation.

The following pages are representative of the local ELP leadership team currently on site we are immensely proud of the job they do every day. In addition to providing background on our Site Manager, Ignacio Ortiz, we also want to highlight Oscar Apodaca who, along with all our team members, are instrumental in contributing to the service excellence and many successes achieved in ELP day in and day out.



## QUALIFICATIONS OF DAIFUKU'S SITE MANAGER IN ELP



**IGNACIO ORTIZ – SITE MANAGER:** Since joining Daifuku as the Site Manager in 2020, Ignacio's presence during his time as the O&M Site Manager has been nothing short of exemplary. By leveraging his supervisory experience and material handling expertise, Ignacio's tenure is marked by decisive leadership along with unparalleled customer service, demonstrated during maintaining uninterrupted operations. In his role, Ignacio continues to provide strong leadership and inspiration to his team, proving to be a trusted partner to all stakeholders within the ELP airport community.

Prior to joining Daifuku, Ignacio was the warehouse Manager at DHL Global Handling, where he oversaw a team of approximately 37 employees. During his time at DHL, Ignacio was able to implement multiple measures that increased productivity, revenue, and operational efficiencies, culminating in his site to be named the #1 site in the South Border Region several years in a row.

As the Terminal Distribution Manager at Western Refining, he was able to impact revenue positively by implementing operational improvements and efficiencies there as well. He developed and generated policies that brought the companies' inspection compliance within a near perfect score from 26 infractions to 2.

Utilizing his past experiences, and as the Site Manager in ELP, Ignacio has developed strong leadership and decision-making skills that are evident in the way he manages his team. His dedication to "doing things right" is inspiration to his team and exemplifies his ability to drive excellence from his team. Ignacio is fully authorized to act on behalf of Daifuku to carry out all provisions of our contract with the City of El Paso.

Under Ignacio's guidance, as part of Daifuku's Global Innovation competition, the ELP team designed, created, and implemented new tools to better support our technicians in various facets of their operation (as highlighted in the Small Group Activities portion of this proposal).

We are grateful to have Ignacio as part of the Daifuku team and trust The City and all stakeholders at the ELP airport, feel the same as well.



## IGNACIO ORTIZ-SITE MANAGER

### -- Summary--

Ambitious and dedicated Operations & Maintenance Manager with strong leadership skills. 15+ years of employee oversight with an emphasis in technical management, financial reporting, team administration safety, training, and lean maintenance principles. Provide technicians with guidance and support to ensure a safe and efficient work environment.

### RELATED EXPERIENCE

#### SITE MANAGER • DAIFUKU SERVICES ELP • EL PASO, TX

2020-PRESENT

- Responsible for all business decisions on site, including budgeting, financial reporting, accounts payable, accounts receivable, general ledger, capital expenditures, payroll, and other financial activities necessary to maintain financial overview of the location.
- Oversee all employee activities to include scheduling, training, safety meetings, employee reviews, etc.
- Monitor the Company's Quality program in the station and ensure conformity and implementation of standards.
- Motivate employees to take ownership of Operations & Maintenance program to deliver operational excellence
- Ensure compliance with applicable OSHA, TSA, State, Local, and Company safety laws, regulations, policies, and procedures on site and at any remote job site. Coordination of safety matters with Company Safety Officer.
- Enable work continuity with seamless shift transitions through clear and effective communication of work status to include in-progress operations, as well as completed tasks.
- Develop positive relationships with maintenance technicians and airline management personnel through demonstrated technical proficiency and professionalism.
- Responsible for adherence to Company training programs.

#### WAREHOUSE MANAGER • DHL GLOBAL FORWARDING • EL PASO, TX

2018-2019

- Oversaw the day-to-day operation for all warehouse activities while increasing efficiency on movements per m/h from 20 - 35
- Responsible for the effective performance of 35 warehouse associates and 2 Supervisors
- Increased capacity in bonded warehouse by 40% in rearranging levels of racks and reorganizing aisles.
- Identified and saved \$42K per month of operational costs by adding two shrink-wrap machines, which allowed us to optimize our manpower and have better control of our consumables.
- Effectively complied with Customs, TSA, IATA, NAFTA, CTPAT, ISO regulations throughout ELP station.
- Responsible for constant improvement and optimization of El Paso Warehouse station #1 in South Border Region for Kaizen submittals and completions with 56 for 2018 and 110 for 2019.
- Successfully coordinated with Air, Ocean, Domestic and South Bound departments for the elaboration of the Cross Dock schedule.
- Responsible for performance, safety and security of building and equipment
- Effective management of monthly, quarterly, and yearly P&L

#### TERMINAL DISTRIBUTION MANAGER • WESTERN REFINING • EL PASO, TX

2016-2018

- Planned, coordinated, and supervised operations while maximizing profitability Was able to increase monthly revenue by 20%, by effectively utilizing PeopleNet tool and adding an additional route to all drivers.
- Ensured on-time deliveries to customers, resulting in 0 run outs for 2017 & 2018. Dispatching a fleet of 25 drivers, power and train equipment. DOT 2541667, MC888756
- Prepared quarterly and yearly forecast/budget for cost and operational analysis. Effectively reduced the operational costs of the GL line by implementing a PM program with local vendor and eliminating repair costs vs preventive costs, realizing a reduction of 70% in costs.
- Worked with purchasing for the best option on purchasing equipment and products. Increased local vendor portfolio and eliminating S&H costs allowing us to identify savings of 20k annually.
- Ensured all operating equipment meets and/or exceeds compliance for governing agencies decreasing the number of findings in official inspections by DOT from 26 to 2.

### EDUCATION

**Business Administration** - University of Phoenix - Present





**OSCAR APODACA – LEAD TECHNICIAN:** Oscar joined the Daifuku team in 2018 as a Senior Technician and will move into the role as a Lead Senior Technician. In this role, Oscar will continue to conduct maintenance activities but will also take on an expanded leadership role in support of Ignacio Ortiz. As an experienced technician and with the addition of PBB as part of the scope of work, Oscar will provide his knowledge and expertise in guiding and mentoring the team on all maintenance activities.

Oscar began his technical career by participating in the IBEW Electrical Apprentice Program where he received his Electrician Certification License. Over many years as a Journeyman electrician, Oscar's duties included maintenance and repair and installation of electrical systems, power distribution systems, and associated equipment.

As a Senior Technician with Daifuku in ELP, Oscar has performed both electrical and mechanical work on the BHS, conducted PLC programming, as well as trained and mentored junior technicians on how to perform tasks on the BHS.

Oscar is very well respected by his peers and will provide an additional layer of support and leadership to the team.



## OSCAR APODACA-LEAD SENIOR TECHNICIAN

### -- Summary--

Ambitious and dedicated maintenance Journeyman Electrician with extensive knowledge the ELP BHS operations and maintenance facility. Highly proficient in operating, maintaining, and troubleshooting the systems and associated equipment. Over 30 years of licensed electrical experience

### RELATED EXPERIENCE

#### SENIOR TECHNICIAN • DAIFUKU SERVICES AMERICA ELP • EL PASO, TX

2018-PRESENT

- Maintain and troubleshoot all conveyor systems, both electrical and mechanical
- Provide troubleshooting in PLC programs (ladder logic, components, and communication modules.)
- Provided positive working relationships across all levels in the organization
- Conducted regular inspections and preventive maintenance to ensure optimal system performance
- Trained and mentored junior technicians in the operation and maintenance of baggage handling systems
- Ensured compliance with all ELS safety programs, policies, and procedures

#### JOURNEYMAN ELECTRICIAN • JAG ELECTRIC • EL PASO, TX

2018-2018

- Completed tasks related to the repair, maintenance, and installation of electrical systems. Installed, maintained, and troubleshooted power distribution systems, branch circuits, lighting systems, transformers, and various wiring methods and materials.
- Set up wires, install new fixtures, and troubleshoot systems until the correct solution is implemented
- Read electrical blueprints and schematics
- Performed diagnostic tests to assess the nature of specific electrical problems
- Use a variety of tools and techniques to solve the electrical problems of our clients
- Follow all state and local regulations for electrical work as defined by the National Electrical Code
- Ensured compliance with all safety programs, policies, and procedures.

#### JOURNEYMAN ELECTRICIAN • INTERNATIONAL ELECTRIC • EL PASO, TX

2015-2018

- Completed tasks related to the repair, maintenance, and installation of electrical systems. Installed, maintained, and troubleshooted power distribution systems, branch circuits, lighting systems, transformers, and various wiring methods and materials.
- Set up wires, install new fixtures, and troubleshoot systems until the correct solution is implemented
- Read electrical blueprints and schematics
- Performed diagnostic tests to assess the nature of specific electrical problems
- Use a variety of tools and techniques to solve the electrical problems of our clients
- Follow all state and local regulations for electrical work as defined by the National Electrical Code
- Ensured compliance with all safety programs, policies, and procedures.

#### JOURNEYMAN ELECTRICIAN • MOUNTAIN ELECTRIC • EL PASO, TX

2000-2015

- Completed tasks related to the repair, maintenance, and installation of electrical systems. Installed, maintained, and troubleshooted power distribution systems, branch circuits, lighting systems, transformers, and various wiring methods and materials.
- Set up wires, install new fixtures, and troubleshoot systems until the correct solution is implemented
- Read electrical blueprints and schematics
- Performed diagnostic tests to assess the nature of specific electrical problems
- Use a variety of tools and techniques to solve the electrical problems of our clients
- Follow all state and local regulations for electrical work as defined by the National Electrical Code
- Ensured compliance with all safety programs, policies, and procedures.

### CERTIFICATIONS

- IBEW Electrical Apprentice Program - Electrician Certification License - 1990-1995



## DRESS CODE AND UNIFORM

Every person associated with the Daifuku is expected to maintain a standard of good taste, good judgment, and moderation always. Additionally, employees are expected to dress appropriately to convey a professional image to the Company's customers and the public. Hairstyles, clothing, and jewelry should all conform to standards of professionalism, cleanliness, and safety. The important point of the dress code is that each of us needs to always maintain a professional appearance during the business workday. If in doubt, it is best to err on the side of formal instead of casual.

Each employee is required to wear the Daifuku uniform provided by management, to include safety vest, safety toe leather work boots and bump cap or hard hat in applicable areas. Laundry service may be available at some sites. Uniforms are to be always worn during a shift; visible jewelry is to be removed. Uniform consists of the following: - Uniform pants and uniform shirts - Daifuku baseball cap with bump cap insert - Daifuku jacket - Daifuku Safety Vest

## STANDARDS OF CONDUCT

Daifuku observes certain specific rules of conduct and violations of these rules may lead to disciplinary action up to and including termination. Certain situations may arise in the operation of the company that require application of immediate disciplinary action, including immediate termination. The following list are examples of some, but not necessarily all, types of intolerable misconduct:

- ☑ Excessive absentee and/or tardiness
- ☑ Absence without notification or acceptable excuse
- ☑ Not calling in absent before normal start time or not showing up for work
- ☑ Unauthorized absence from the workstation during the workday
- ☑ Soliciting, collecting funds, or selling merchandise or services on company premises without authorization
- ☑ Use of personal cell phones during working hours and in work areas (i.e. control room) -
- ☑ Disregard or violations of safety rules/regulations.
- ☑ Failure to report a work- related injury
- ☑ Performing work of a personal nature during working hours without permission
- ☑ Any act of insubordination or other disrespectful conduct
- ☑ Any act of dishonesty; lying - Engaging in or provoking disruptive behavior. Includes fighting, intimidating, threatening, coercing behavior, or physically attacking a person.
- ☑ Damaging Company property or the property of another. Includes negligence or misuse
- ☑ of Company property (e.g. equipment, paychecks, etc.)
- ☑ Removal or theft of company property
- ☑ Possession, use, sale or offering of alcohol or unlawful drugs on Company premises or
- ☑ while operating Company vehicles
- ☑ Possessing, taking, selling or being under the influence of alcohol or illegal drugs while on company property
- ☑ Possession of weapons of any kind, fireworks, or explosives on Company property
- ☑ Refusal or failure to work scheduled overtime
- ☑ falsifying Company documents, forms, reports, or records, including timecards
- ☑ Allowing someone else use to clock in/out for another employee's time in/out - Failure to report overpayment of wages, benefits.



## AT-WILL EMPLOYMENT STATUS

Daifuku personnel are employed on an at-will basis. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the Company. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period or to make an agreement for employment on other than at-will terms without express written authority of the manager of the Human Resources Department.

Daifuku has designed a system that allows an employee to accumulate “points” before any disciplinary action will be taken against them. Employees should monitor their point status and be aware of developing attendance problems. Please note that any attendance discipline prior to this policy will not be expunged from your record. Employees begin with 9 points and a set number of points will be deducted for each attendance occurrence.

## EMPLOYEE BENEFITS

Because the quality of service we offer depends on our employee’s wellbeing, we have designed a benefits package to help ensure financial security while retaining the Company’s competitive position. We offer an excellent package of basic benefits for our staff and their eligible dependents.

All Regular Full Time Employees and Part time employees are eligible for Daifuku benefits on day 1 of employment. All field-based hourly employees scheduled to work on a holiday will receive their base hourly rate for the hours they work on established holidays, plus holiday pay at their base hourly rate. The employees in these positions, who are not working, will not receive pay for the holiday since it does not interfere with their scheduled workweek. Employee must work on the holiday to receive holiday pay. A holiday worked is a holiday paid. For Prevailing wage employees, paid holidays will be determined by the local prevailing wage determination.

- ☑ 11 Paid Holidays
- ☑ Up to 3 weeks’ vacation
- ☑ Company paid uniforms and laundry service
- ☑ Choice of 3 medical plans, dental, vision and prescription drug coverage. FSA and HSA programs.
- ☑ AD&D, Short & Long- Term Disability Insurance Domestic Partner Benefits
- ☑ FSA/DCA
- ☑ 401K Retirement Plan w/ employee match
- ☑ Education & Tuition Reimbursement
- ☑ Sick Leave
- ☑ Maternity & Paternity Leave

## DRUG FREE WORKPLACE

Daifuku intends to provide a safe and strictly drug-free work environment. Employment with Daifuku may involve working on or near moving conveyors, sorters, and other powerful machinery. Employees may also involve working with sensitive confidential information. It is therefore very important that all employees be completely sober, alert, and always exercise the highest degree of caution.



Daifuku maintains the following policy for all existing and future employees. Initial and continued employment is contingent upon compliance with this policy. "Illegal drug" is defined to include any drug which is illegal as a matter of federal, state, or local law, including marijuana. Accordingly, a drug which is permitted by state law but illegal under federal law is prohibited by Company policy.

The Company explicitly prohibits:

- ☑ The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
- ☑ Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- ☑ Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- ☑ The presence of any detectable number of prohibited substances in the employee's system while at work, while on the premises of the Company or its customers, or while on Company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

The Company will conduct drug and/or alcohol testing under any of the following circumstances:

- ☑ **PRE-EMPLOYMENT:** All new hires (post offer, pre-employment) will submit to a drug and/or alcohol test. Also, if an employee leaves employment with the Company and returns after 6 months, the employee will need to submit to a drug and/or alcohol test.
- ☑ **RANDOM TESTING:** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Company.
- ☑ **FOR CAUSE TESTING:** The Company may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- ☑ **POST-ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use/ influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.



## **Exhibit “E” - Training Plan**



## **TRAINING:**

*The key element in any successful transition and ongoing operation is a comprehensive training program. The mission of Daifuku's Training Program is to prepare technicians, supervisors, and managers for roles supporting specialized airport equipment by providing courses that aid in both their technical and professional development. Our Program is designed to support the five key Daifuku performance objectives: Safety, Customer Satisfaction, Employee Satisfaction, Quality, and Financial.*

Currently, Daifuku has over 900 online courses covering these topics with additional content being developed and added every quarter. These courses are designed for employees to extend their specialized knowledge to meet the requirements for their position and to provide additional opportunities for employees to expand their skill set for future career progression and assignments.

New employee training is further enhanced by strong mentoring during their first three months of employment. During this time, they are gradually exposed to the technical maintenance aspect of the equipment they will be servicing, which will provide them with the basis necessary to reach the standard required to meet certification for the job requirements in both skill and knowledge. To do this, we put new hires through a 120-hour, hands-on training encompassing equipment and shop procedures as they continue to expand their maintenance skills on the job. The goal of the training is to provide employees with the resources to understand the system data and physical condition of the equipment and to identify opportunities for fine-tuning that ensure the system runs at peak performance or better.

For efficient course scheduling, and assignment tracking and reporting, Daifuku established an industry-leading on-line Learning Management System (LMS) called Daifuku University. The training programs are organized by disciplines within the company and employees receive training assignments that are specific to the systems at their site. Additionally, they are offered the opportunity to sign up for electives to broaden their range of skills.

The delivery methods for courses available in Daifuku University consist of Computer-Based Training (CBT), Instructor Led Training (ILT), On-the-Job Training (OJT), on-line seminars and webinars and local external training. The CBT offerings, both commercially sourced and developed internally by Daifuku, are assigned in scheduled intervals by our Training Manager, who monitors the completion of courses, and reports to the leadership team to ensure compliance.

The Daifuku ILT courses are developed internally to meet the specific needs of our customers and staff. These courses provide insight on both technical and professional disciplines, covering topics such as, but limited to:

**SICK LASERS,  
SLOPE PALLET DEVICES  
HIGH SPEED DIVERTERS  
FIRE/SECURITY DOORS  
ESSENTIAL ELECTRICAL DIAGNOSTICS**

**HANDS-ON HYDRAULICS  
45-DEGREE MERGE CONVEYOR  
POWER TURNS  
AUTOMATIC TAG READERS  
HAZARDOUS WASTE PROTOCOLS**



Our electrical diagnostic course is 32 hours long and includes schematic reading, circuit components, meter reading, circuit building & diagnostic exercises. SICK training is provided directly from SICK corporation training and covers cleaning of the lenses, proper angles for SICK arrays, and preventive maintenance.

To develop our training, Daifuku subject matter experts painstakingly disassemble equipment and create detailed instructional documents. The resulting training material is then incorporated into both CBT and ILT formats as required for the subject. Training of Daifuku employees is a vital function that is a high priority. Site management personnel have clear, definitive expectations for ensuring their personnel are well trained, current in their training, and engaged. One of the Key Performance Metrics for our site management teams is achieving and exceeding the minimum training requirements.

**CAREER ADVANCEMENT:** The following snapshot provides a glimpse into some of the 74 online training courses Daifuku provides our technicians who are looking to advance their knowledge of complex electro-mechanical equipment in preparation for a Sr. Technician role.

Course Name	Lesson Names
<b>Reading Schematics and Symbols</b>	Hydraulic and Pneumatic Symbols, Hydraulic and Pneumatic Diagrams
<b>Industrial Safety and Health</b>	Protecting Your Health
<b>Troubleshooting Skills</b>	Introduction to Troubleshooting, Working with Other People, Troubleshooting Techniques, Using Schematics and Diagrams, Solving Mechanical Problems, Solving Mechanical Problems, Solving Electrical Problems, Breakdown Maintenance, Planned Maintenance
<b>Basic Electricity and Electronics</b>	Current Electricity, Magnetism, Current - Resistance and Potential Difference, Electrical Components, Conductors, DC Circuits, AC Circuits
<b>Batteries and DC Circuits</b>	Battery Characteristics, Kinds of Batteries, Maintaining Lead-Acid Batteries, Charging Lead-Acid Batteries
<b>Transformers and AC Circuits</b>	Principles of Alternating Current, Mathematics in AC Circuits
<b>Electrical Measuring Instruments</b>	Resistance Measurement, Multimeters
<b>Electrical Safety and Protection</b>	Grounding - Ground Faults and Short Circuits, Fuses and Circuit Breakers, Motor Protection
<b>DC Equipment and Controls</b>	DC Power in Industry, DC Electromagnets, DC Motors, DC Armatures, DC Relays, DC Controllers, DC Power Supplies, Silicon Controlled Rectifiers
<b>Single-Phase Motors</b>	Intro. to Single-Phase Motors, Motor Installation, Motor Maintenance
<b>Three-Phase Systems</b>	Principles of Three-Phase Motors, Multispeed Motors, Motor Starters
<b>AC Control Equipment</b>	Motor Starters, Switches and Controls, Limit Switches, Special Control Switches, Timers and Counters, Control Relays
<b>Electrical Troubleshooting</b>	Electrical Schematics, Control Circuits, Control Devices, Special Controls, DC Motors, AC Motors
<b>Lubricants and Lubrication</b>	Automatic Lubrication Methods, Lubricant Management
<b>Bearings</b>	Plain Journal Bearings II, Antifriction Bearings II, Specialized Bearings
<b>Basic Hydraulics</b>	Reservoirs and Accumulators, Hydraulic Pumps, Piping - Tubing and Fittings, Directional Control Valves, Pressure-Control Valves, Hydraulic Motors
<b>Hydraulic Troubleshooting</b>	Hydraulic Systems, Hydraulic Schematic Diagrams, Installing Hydraulic Components, Selecting Hydraulic Fluids, Planning System Maintenance
<b>Mechanical and Fluid Drive Systems</b>	Electric Brakes and Clutches, Adjustable Speed Drives



**TRAINING OF AIRLINE PERSONNEL ON “BAG HYGIENE”** - One of the most common causes of baggage jams and bag tags not being read by automated tag readers is poor “bag hygiene”. Bag hygiene includes items such as having handles stowed, loose straps secured, bags inducted wheels up, small, and irregularly shaped/special items in tubs, proper placement of tags / bar codes, good quality tags, etc., and is critical for the proper operation of an automated sort and screening baggage handling system.

Using the principals of Continuous Improvement, Daifuku has seized this opportunity for BHS performance improvement, and has developed a three-pronged approach to addressing baggage hygiene; an illustrated “Baggage Sort and Screening System 101” training syllabus, a professionally produced Baggage Hygiene Training Video, and hands-on BHS orientation tours provided to carrier personnel. We have found the most effective method is a joint effort on the part of the Airport, Airlines, and Daifuku. The joint effort includes incorporation of baggage hygiene training into the initial and recurrent security badging processes.

In this approach, we offer the baggage hygiene training video as part of the badging process for those employees whose job responsibilities include the induction of bags. Much like someone who has escort or ramp driving privileges and have an “E” or “D” letter or symbol on their badge, personnel who have successfully completed baggage hygiene training have a “B” on their badge and their badge is enabled for BHS system operation.

As a follow-on to the video training, Daifuku also offers airline personnel a hands-on training class conducted by Daifuku supervisors. This is followed by a tour of the system where they are shown the direct effect of good versus bad bag hygiene in the baggage handling system. This program has been so successful that it has been adopted by several airports in which we operate, and one major airline has adapted our “Baggage Sort and Screening System 101” for training their agents system-wide!

In cooperation with The City, Daifuku will continue to conduct this baggage hygiene training for the relevant personnel of resident airlines. This established program reduces the bag hygiene issues and increases the operational excellence of the system.



**Exhibit “F” FAA Clauses**



#### **A4.1.1 Certification of Compliance with FAA Buy American Preference – Construction Projects**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
  - b) To faithfully comply with providing U.S. domestic products.
  - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
  - d) Certify that all construction materials used in the project are manufactured in the U.S.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.



- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

#### **Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.



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

6/17/2024

Date

Daifuku Services America Corporation

Company Name

  
Signature

Senior Vice President

Title



#### **A4.1.2 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects**

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

- ☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
  - b) To faithfully comply with providing U.S. domestic product.
  - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.



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

#### **Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.



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

6/17/2024

Date

Daifuku Services America Corporation

Company Name

  
Signature

Senior Vice President

Title



## **A5 CIVIL RIGHTS - GENERAL**

### **GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **A5.1.1 Specific Clause that is used for General Contract Agreements**

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

#### **A5.1.2 Specific Clause that is used for Lease Agreements or Transfer Agreements**

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.



## **A6 CIVIL RIGHTS – TITLE VI ASSURANCE**

### **A6.1.1 Title VI Solicitation Notice**

#### **Title VI Solicitation Notice:**

The **City of El Paso**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

### **A6.2 MANDATORY CONTRACT CLAUSES**

#### **A6.2.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);



- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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);
- 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, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

#### **A6.2.2 Nondiscrimination Requirements/Title VI Clauses for Compliance**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as



it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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



## **A7 CLEAN AIR AND WATER POLLUTION CONTROL**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.



## **A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **1. Overtime Requirements.**

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, 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 clause, in the sum of \$29 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 clause.

### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner 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 clause.

### **4. Subcontractors.**

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



## **A9 COPELAND “ANTI-KICKBACK” ACT**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.



## A10 DAVIS-BACON REQUIREMENTS

### 1. Minimum Wages.

(i) 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 the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent 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)(iv) 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 (1)(ii) 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 easily be seen by the workers.

(ii)(A) 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:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) 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.



(C) 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.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, 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.

(iii) 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.

(iv) 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.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from 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 Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, 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.

(i) 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 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 that 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 costs 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.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. 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 at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor 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 Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, 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 sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) 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:

- (1) 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;
- (2) That each laborer and 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 Regulations, 29 CFR Part 3;
- (3) 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.



(C) 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)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, 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 Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, 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.

(i) Apprentices. 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.

(ii) Trainees. 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 that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that 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.

(iii) 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.

#### 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.

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses 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 paragraph 1 through 10 of this section 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.

9. Disputes Concerning Labor Standards.

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.

(i) 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).

(ii) 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).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.



## **A11 DEBARMENT AND SUSPENSION**

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

### **A11.1.1 Lower Tier Contract Certification**

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.



## **A12 DISADVANTAGED BUSINESS ENTERPRISE**

### **A12.1.1 Solicitation Language (Solicitations that include a Contract Goal)**

Bid Information Submitted as a matter of responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.



**Bid Information submitted as a matter of responsibility:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**A12.1.2 Solicitation Language (Race/Gender Neutral Means)**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of El Paso to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**A12.1.3 Prime Contracts (Contracts Covered by a DBE Program)**

**Contract Assurance (49 CFR § 26.13; mandatory text provided) –**

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.

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**Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from City of El Paso. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number of days, not to exceed 30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City El Paso. This clause applies to both DBE and non-DBE subcontractors.

**Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –**

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of The City of El Paso. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent City of El Paso. Unless City of El Paso consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if [Name of Recipient] agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [Name of Recipient] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [Name of Recipient] may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.



## **A13 DISTRACTED DRIVING**

### **TEXTING WHEN DRIVING**

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

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.



#### **A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].







## **A15 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in



accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **A15.1.1 EEO Specification**

<b>STANDARD</b>	<b>FEDERAL</b>	<b>EQUAL</b>	<b>EMPLOYMENT</b>	<b>OPPORTUNITY</b>
<b>CONSTRUCTION CONTRACT SPECIFICATIONS</b>				

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.



3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.



- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training



by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).



10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).



## **A16 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [Contractor | Consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.



## **A17 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **CERTIFICATION REGARDING LOBBYING**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification 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 that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



## **A18 PROHIBITION OF SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.



## **A19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



## **A20 PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.



## **A21 RIGHT TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.



## **A22 SEISMIC SAFETY**

### **A22.1.1 Professional Service Agreements for Design**

#### **SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

### **A22.1.2 Construction Contracts**

#### **SEISMIC SAFETY**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.



## A23 TAX DELINQUENCY AND FELONY CONVICTIONS

### CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### Certifications

- 1) The applicant represents that it is ( ☐ ) is not ( ☒ ) a corporation that has 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.
- 2) The applicant represents that it is ( ☐ ) is not ( ☒ ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is 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.



## **A24 TERMINATION OF CONTRACT**

### **A24.1.1 Termination for Convenience**

#### **TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

#### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.



Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **A24.1.2 Termination for Default**

##### **TERMINATION FOR CAUSE (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

##### **TERMINATION FOR CAUSE (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner,



acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

#### **TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;



3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **A25 TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or



3) who incorporates in the public works project any product of a foreign country on such USTR list. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.



## **A26 VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



## **A27 DOMESTIC PREFERENCES FOR PROCUREMENTS**

### **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided 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) in compliance with 2 CFR § 200.322.



## **Exhibit “G”**



## EXHIBIT G: SECURITY AND SAFETY REQUIREMENTS

### **SECURITY NOTES**

1. All work areas shall be locked and secured at the end of each workday.
2. Contractor access points and times to airport property shall be limited to those designated by airport operations.
3. Access to telephone rooms and security areas is strictly controlled by airport operations. Access to these areas shall require coordination with airport operations.
4. Contractor procedures for operating vehicles at the El Paso International Airport (ELP) are as follows:
  - a. The procedures apply to all personnel who operate vehicles at ELP. The procedures must be reviewed and understood prior to beginning vehicle operations. Violations of these procedures will be subject to loss of identification badge and fines covered by the City of El Paso Municipal Code Title 14.
  - b. Vehicles operating within security fencing are limited to those displaying company logos affixed on both sides of the vehicle and must be on official company business.
  - c. All vehicle operations within the security fences at ELP shall be accomplished by persons who have passed the ELP ramp drivers test and have an “R” attached to their ELP identification badge. Training for the driving test is each individual’s responsibility. Airport operations will provide the Contractor study manual. The material will be in English; translation to Spanish shall be the Contractor’s responsibility.
  - d. All vehicle escort/delivery operations within the security fences at ELP shall be supervised by persons who have passed the ELP ramp drivers test and have an “R” attached to their ELP identification badge. Additionally, an individual granted escort authorization in the SIDA and Sterile areas must have an “E” designation on their airport identification badge.
  - e. Supervisors are responsible to ensure all construction vehicle operations on airport property are conducted in accordance with the El Paso International Airport operating instructions, ground vehicle operations rules and regulations.
  - f. No vehicle may be operated on the aircraft movement area without prior arrangements with airport operations.
5. Contractor identification badge requirements at ELP are as follows:
  - a. Contractors shall complete and submit a security badge agreement/contract with airport operations for approval.
  - b. Contractors shall designate an individual as an Authorized Signatory. The Authorized Signatory is responsible for signing for badges for the contractor. The Authorized Signatory must meet the following requirements before airport identification badges are issued to the Contractor.
    - i. All persons designated as an Authorized Signatory must submit documentation that establishes their identity and employment eligibility and undergo a Security Threat Assessment (STA) prior to performing Authorized Signatory responsibilities.



- ii. The designated Authorized Signatory must attend one Authorized Signatory training session. Subsequently, the Authorized Signatory must attend the Authorized Signatory training on a yearly basis. Schedule of sessions provided by the Airport Badging Office.
- iii. Additional requirements for the Authorized Signatory if the construction project is located in the Security Identification Display Area(s) (SIDA) or Sterile area of the airport:
  - a. All persons will attend security training. Airport Operations shall provide the training and it will last not more than two hours.
  - b. All persons seeking unescorted access to the Airport's SIDA and/or Sterile area will submit their fingerprints to the Airport Badging Office for criminal history check prior to authorizing approval for airport badges.

Once the Authorized Signatory has completed the above-mentioned requirements, the badging application process can begin for the Contractor.

- c. Airport Badging Application and Renewal Fees listed below are applicable to all persons seeking an airport identification badge:

**Badging Fees Effective September 1, 2015**

ITEM	FEE
<u>SIDA / Sterile Badge Initial Application Fee</u> (Includes fingerprinting)	\$110.00 <b>(nonrefundable)</b>
SIDA / Sterile Badge Renewal Fee (Airport Badge expires annually)	\$70.00 <b>(nonrefundable)</b>
AOA or Parking Badge Initial Application Fee	\$45.00 <b>(nonrefundable)</b>
AOA or Parking Badge Renewal Fee (Airport Badge expires annually)	\$35.00 <b>(nonrefundable)</b>
Lost/Stolen/Not Returned Badge Fee	\$110.00
Key Replacement Fee	\$100.00

- d. All identification badges issued to the Contractor, the Contractor's employees and subcontractor's badges shall be returned to airport operations at the conclusion of the scope of work. All workers must be badged and a \$110.00 charge per badge will be deposited



prior to acquiring a badge. This deposit will be returned and the final pay application paid when all badges have been returned to the Airport.

- e. All persons seeking an airport identification badge will attend security training. Airport operations shall provide the training.
  - f. All persons seeking an airport identification badge will submit documentation that establishes their identity and employment eligibility and undergo a Security Threat Assessment (STA) prior to receiving an airport identification badge. An airport identification badge will not be issued to the individual until approved by the Transportation Security Administration (TSA).
  - g. All persons seeking unescorted access to the airports security identification display areas (SIDA) will submit their fingerprints to the airport badging office for criminal history check prior to receiving an airport identification badge.
  - h. All persons who will be working on the regular basis in the sterile area of the airport will submit their fingerprints to the airport badging office for a criminal history records check (CHRC) prior to receiving access to the sterile area.
  - i. All work tools and building supplies to be used in the sterile area shall be brought into the sterile area under the assigned escort of airport operations.
  - j. All persons working in the sterile area during flight operations will present themselves to screening after an escort assigned by airport operations has secured their work tools and building supplies in the sterile area.
  - k. The Contractor, supervisors and individuals issued an airport identification badge will ensure that all persons working in secure areas of the airport will display the proper identification badge for that area or are under the escort of a proper airport issued identification badge holder.
  - l. It is the Contractor's responsibility to ensure that all deliveries made to airport property are done within the airport security regulations and that individuals with an airport issued identification badge, which grants access to that area, will escort all delivery vehicles and personnel.
  - m. The Contractor, as well as individual identification badge holders will follow all security regulations and enforce all security rules and regulation. The Contractor and individual identification badge holders will be subject to fines between \$2,000 and \$10,000 and penalties as called for in the El Paso Municipal Code, Title 14. The Contractor and individual identification badge holders will be responsible to reimburse the airport for all fines or penalties imposed by the federal Government for security breaches caused by the Contractor, supervisors, and subcontractors.
  - n. Failure to follow or enforce security rules and regulations can lead to work being stopped and the work site being closed until security violations have been corrected. The costs and expenses for closing the work site during a security violation shall be the responsibility of the Contractor.
6. ELP Construction Security Procedures Tool Management Plan
- a. The "Tool Management Plan" is for all construction projects that take place in the public areas of terminal concourses (sterile area) to include "back of house" areas such as offices and concessions within the Security Identification Display Area/Air Operations Area (SIDA/AOA). Mobilization of the "Tool Management Plan" must proceed all phases



of construction and will be enforced for the duration of the project. The following procedures will be implemented.

- i. Work hours shall be determined by stake holders, airport development, airport operations and the contractors.
- ii. The General Contractors' (GC) Safety/Security Officer is responsible for the implementation and maintenance of the Tool Management Plan.
- iii. The plan will be reviewed with all construction workers prior to each shift.
- iv. The GC Safety/Security Officer is responsible for the tool box inventory that must be maintained by each sub-contractor. Each Sub-contractor must designate a tool box monitor.
- v. Consult the "Prohibited Items" list at [www.TSA.gov](http://www.TSA.gov).
- vi. The GC Safety/Security Officer will prepare the tool box inventory form, which must be completed by each sub-contractor and kept in the tool box at all times.
- vii. Each sub-contractor tool box monitor must also inventory all hand tools brought to the job site by individual workers prior to each shift. This refers to tools carried in the individual's tool belt or tool bag. The inventory of these tools must be kept in the sub-contractor's tool box.
- viii. Each subcontractor will store its inventoried tools in the locked box kept in the secure areas on the ramp, or concourse.
- ix. Unlocked tool boxes **must** be monitored at all times by the sub-contractor's tool box monitor.
- x. All hand tools will be checked out on the tool inventory list to an individual worker by the sub-contractor's tool box monitor.
- xi. Each worker is personally responsible for the hand tools he/she checks out.
- xii. Consumables (e.g. razor blades) are included in the tool box inventory, and may be removed from the inventory and disposed of only by the GC Safety/Security Officer.
- xiii. The individual who checked-out a tool must return it to the sub-contractor's tool box monitor. The tool will be checked-in by the tool box monitor.
- xiv. Tools must be kept within five feet of the worker responsible at all times. Unattended tools will be confiscated and returned to the GC Safety/Security Officer.
- xv. It will be the responsibility of the sub-contractor tool box monitor to reconcile the tool inventory at the conclusion of each shift. The GC Safety/Security Officer **must** verify the accuracy of the inventory at the end of each shift prior to workers leaving the job site.
- xvi. The sub-contractor's tool box monitor will submit the daily tool box inventory to the GC Safety/Security Officer who will be responsible for maintaining the permanent document files.
- xvii. The GC Safety/Security Officer will submit a summary of the hand tool inventory weekly to the ELP Airport Project Manager.
- xviii. If the GC Safety/Security Officer determines tools are missing at the end of the shift or during a shift, the appropriate authorities will be notified immediately: ELP Airport Operations @ 915-212-0333.



- xix. **ZERO TOLERANCE** is being observed for any employee who leaves a tool unattended. The offending employee will be escorted from the work site by the GC Safety/Security Officer and will be removed permanently from the project.
  - xx. ELP Airport and/or the Transportation Security Administration (TSA) representatives may randomly monitor the overall construction area at any time and check the tool box inventories.
  - xxi. Work zones that will be established for longer than 24 hours will be separated from the public by barriers or a demising wall.
  - xxii. Existing concourse trash receptacles will not be allowed in the designated construction area. Construction trash receptacles will be provided in the work zone for the disposal of all construction trash. Receptacles must be removed from the work zone at the end of each shift.
  - xxiii. The GC Safety/Security Officer **must** conduct a security sweep of the construction area at the end of each shift. ELP Airport representatives may participate in the security sweep at their discretion. It is the responsibility of the GC Safety/Security Officer and Night Superintendent to validate if the security sweep is successful.
  - xxiv. Primary access for all employees, tools, equipment, and materials to the construction area will be from the AOA via a manned AOA gate. Employees will be restricted from accessing an employee portal inside the terminals. Employees may access a TSA screening checkpoint however, **NO tools on the TSA prohibited items list are allowed.** All Vehicles and persons entering the AOA thru the designated construction security gate are subject to search.
  - xxv. Employees are restricted to the work area designated by the CG/Safety Officer. The CG/Safety Officer or designee will monitor the work zone to ensure employees do not use public restrooms, concessions, or any other facilities in the concourse. Employees who violate these provisions are subject to removal from the project.
- NO EXCEPTIONS.**
- b. The following procedures will be used in the non-public area of the terminal construction areas.
- i. Tools used over the long term may be staged within the construction area in locked boxes. One lock box will be permitted per trade, to reduce the number of trucks entering the AOA on a daily basis.
  - ii. Employees are allowed to wear their personal tool belts and hand carry tools into the construction on a daily basis.
  - iii. One truck per day will be allowed to deliver tools to the construction area. Vehicles must be permitted by ELP Airport to enter the AOA.
  - iv. The GC's Safety/Security Coordinator will monitor the construction area on a daily basis.

## 7. DEFINITIONS:

- a. ***Security Identification Display Area (SIDA).*** The area of airport property outside of the terminal building and within the security fence where entry to the area is controlled by access card and/or guard posts. Additionally, all cargo facilities, descriptively known as Cargo 2, Cargo 3, and Cargo 4. An airport identification badge configured to the SIDA must be displayed by unescorted individuals in the area at all times.



- b. ***Secured Area.*** All areas of airport property within the security fence and outside of the SIDA. An airport identification badge configured to the area must be in possession of all unescorted individuals in the secured area.
- c. ***Sterile Area.*** Those portions of the airport terminal beyond the Transportation Security Administration screening inspection points. All contractors, supervisors and subcontractors must be processed through the screening inspection process or under the assigned escort of airport operations when entering the sterile areas of the airport.
- d. ***Escort.*** An individual granted unescorted access to secure areas of the airport may escort non-badged individuals into secure areas for official business purposes. Escort is a common-sense process; the person/persons being escorted must have official business in the area and be strictly controlled by the badge individual. An individual granted escort authorization in the SIDA and Sterile areas must have an “E” designation on their airport identification badge.

## **SAFETY REQUIREMENTS**

- A. Contractor shall comply with all OSHA standards and regulations.
- B. Contractor shall provide personnel with, and ensure their use of, the safety devices/apparel described below, as required at the Airport:
  - 1. Approved back support and protective devices
  - 2. Eye protection in compliance with ANSI Z87.1. -1968
  - 3. Hearing protection
  - 4. Safety shoes
  - 5. Other safety devices/apparel as conditions warrant
- C. The City reserves the right, at its discretion, to inspect all areas for safety violations, direct Contractor to make immediate improvement of necessary conditions and/or procedures, and/or stop the work if other hazards are identified.
- D. In the event the City should elect to stop work due to any safety hazard after Contractor has been notified and provided ample time to correct, Contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage. Contractor shall pay all additional expenses.
- E. Aisles, passageways, alleyways, entrances, exits and rights-of-way to fire protection equipment must be kept unobstructed at all times. All areas of the Systems, including under the conveyor sections and surrounding areas, shall be cleaned of debris by Contractor at least once on the a.m. shift and once on the p.m. shift for a minimum of two (2) times per day.
- F. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Contract. Contractor shall take all necessary precautions for safety of, and shall provide



reasonable protection to prevent damage, injury or loss to, persons, properties, equipment and vehicles.

- G. Damage caused by Contractor to any City-owned property shall be repaired and have any needed replacements made to the satisfaction of the City at the expense of Contractor. The City, at its sole direction, may elect to repair or replace the damaged property, and deduct such costs from monies due Contractor.



# 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	Gary Zarycki
Business Name	Daifuku Services America Corporation
Agenda Item Type	N/A
Relevant Department	N/A



**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: Gary Zarycki Digitally signed by Gary Zarycki  
Date: 2024.06.18 13:32:07 -05'00' Date: 6/18/24





Legislation Text

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File #: 25-214, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 5**

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

**AGENDA LANGUAGE:**

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

Discussion and action on a Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the CITY OF EL PASO and DEKKER, LLC, a Texas Limited Liability Company, for a project known as "Architect and Engineering Services for the El Paso Police Department Pebble Hills Regional Command Center", for an amount not to exceed \$531,092.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$631,092.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. This project was approved as part of the 2019 Public Safety Bond.



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

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

**SUBGOAL:** 2.3: Increase Public Safety Operational Efficiency

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Gvette Hernandez

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



## RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and DEKKER, LLC, a Texas Limited Liability Company, for a project known as “**Architect and Engineering Services for the El Paso Police Department Pebble Hills Regional Command Center**”, for an amount not to exceed **\$531,092.00**; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$631,092.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2025.


### CITY OF EL PASO:

\_\_\_\_\_  
Renard U. Johnson  
Mayor

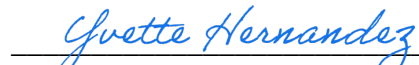
### ATTEST:

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

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:

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





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

### EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2024-0688R  
A&E SERVICES FOR THE EL PASO POLICE DEPARTMENT PEBBLE HILLS REGIONAL COMMAND CENTER

CONSULTANT	ASA	CDA	COUNTRYMAN	DEKKER	EXIGO	INSITU	MIJARES MORA	MNK	WDA
Rater 1	84	77	88	88	84	87	87	87	80
Rater 2	70	50	85	85	81	75	86	85	58
Rater 3	86	68	83	85	84	84	77	80	71
Total Rater Scores	240	195	256	258	249	246	250	252	209
References	9.9	7.4	7.7	9.7	3.3	7.9	6.2	3.3	3.3
Overall Score:	249.9	202.4	263.7	267.7	252.3	253.9	256.2	255.3	212.3

Rankings	Consultant
1	DEKKER
2	COUNTRYMAN
3	MIJARES MORA

Rankings	Consultant
4	MNK
5	INSITU
6	EXIGO

Rankings	Consultant
7	ASA
8	WDA
9	CDA



THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and DEKKER, LLC., a Texas Limited Liability Company, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for the project known as “Architect and Engineering Services for the El Paso Police Department Pebble Hills Regional Command Center”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

**WHEREAS**, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

**NOW, THEREFORE**, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.  
ATTACHMENTS**

**1.1** The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

**2.2** The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.



**2.3** The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

**2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

**2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

### **ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET**

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **\$531,092.00** for all basic services and reimbursables performed pursuant to this Agreement.

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

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

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

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



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

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

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

**3.4 PROJECT CONSTRUCTION BUDGET AND TIME.** The Consultant acknowledges that the total project budget for the Project allocates is \$6,179,516.45, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant’s final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**3.5 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

#### **ARTICLE IV. PERIOD OF SERVICE AND TERMINATION**

**4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the



requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.

**4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

**4.3 TERMINATION.** This Agreement may be terminated as provided herein.

**4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

**4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.



**4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE.** The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

**4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

## **ARTICLE V. INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

**5.1.1 WORKERS’ COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
  - \$1,000,000.00 Per Occurrence
  - \$1,000,000.00 Products/Completed Operations
  - \$1,000,000.00 Personal and Advertising Injury



- b) **AUTOMOBILE LIABILITY**  
**Combined Single Limit**  
\$1,000,000.00 per accident

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

**5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

**5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

**5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.**

To the extent allowed by state law, the Owner will be responsible for its own actions.



## **ARTICLE VI. FEDERAL AND STATE PROVISIONS**

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS.** Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project shall apply.

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall



cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

**7.3 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

**7.4 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.



Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

## **7.6 CONTRACTING INFORMATION**

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

**7.7 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**7.8 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**7.9 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.10 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

**7.11 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

**7.12 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:



To the Owner:                      The City of El Paso  
   Attn: City Manager  
   P. O. Box 1890  
   El Paso, Texas 79950-1890

With a Copy to:                      The City of El Paso  
   Attn: City Engineer  
   P. O. Box 1890  
   El Paso, Texas 79950-1890

To the Consultant:                      DEKKER, LLC  
   Kurtis Morton  
   108 S Stanton Street  
   El Paso, Texas 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**7.13 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

**7.14 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

**7.15 TEXAS GOVERNMENT CODE.** In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

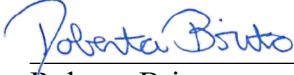


**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

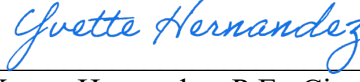
**CITY OF EL PASO:**

\_\_\_\_\_  
Dionne Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

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

**ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by **Dionne Mack**, as **City Manager** of the **City of El Paso, Texas**.

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_


*(Signatures begin on following page)*



By: Kurtis Morton  
Name: Kurtis Morton  
Title: Principal Architect

THE STATE OF Texas §  
§  
COUNTY OF El Paso §

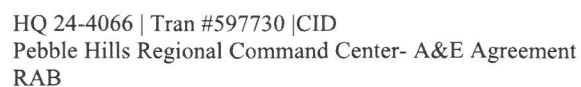
Consultant.



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**Notary Public, State of Texas**

10/30/27





**ATTACHMENT “A”  
SCOPE OF SERVICES**



## ATTACHMENT “A” SCOPE OF SERVICES

The project involves tenant improvements to the El Paso Police Department's Pebble Hills Regional Command Center, located at 10780 Pebble Hills Blvd. The necessary improvements to the existing 27,791-square-foot building are outlined in the 2019 Facility Assessment, which will be provided by the City after submissions have been reviewed. In addition to the items identified in the 2019 Facility Assessment, the project may also include, but is not limited to, the following services:

- **Architectural and Code Compliance Assessment:** Evaluate architectural elements and the building's compliance with the International Building Code (IBC) and the Texas Administrative Code (TAC)
- **ADA Compliance Assessment and Redesign:** Assess and redesign elements for ADA compliance, including but not limited to door width and clearance, sink and countertop heights, knee clearance, and covering exposed lavatory and sink pipes.
- **Force Protection System Design:** Assess and design the force protection system, including a secondary exit for secured parking, bulletproof glazing and doors for the front entrance lobby.
- **MEP Systems and Assessment and Design:** Assess and design the existing mechanical, electrical, and plumbing (MEP) systems, ensuring emergency backup for lighting and electrical outlets, replacing non-functional emergency exit signs, damaged lighting fixtures, HVAC systems, ductwork, fire lines, water heater redundancy, plumbing fixtures as necessary, and any other concerns identified. Any components identified for replacement must be compatible with existing systems.
- **Fire Systems Assessment and Design:** Evaluate and design updates to fire systems to meet current codes and industry standards, including fire alarms, sprinkler systems, fire extinguishers, and emergency exits. Identify deficiencies and non-compliance issues.
- **Building Structure Assessment and Design:** Address exterior and interior structural concerns, including but not limited to leaks, damaged ceiling tiles, p-lam on counters and cabinets, damaged paint, missing wall bases and moldings, non-functional exhaust systems, unnecessary windows, and the condition of windows, doors, and damaged FRP Wainscot.
- **Exterior Concerns Assessment:** Assess and design solutions for exterior concerns, including creating a new accessible route from Pebble Hills Boulevard, repairing or replacing damaged or missing sidewalks, ADA ramps, and pavement striping.
- **Coordination with City of El Paso Information Services and Communication Department:** Coordinate with the City of El Paso Information Services and Communication Department and its consultants to incorporate their identified scope of work into the project, ensuring compliance with current standards.



## **1.0 SERVICES REQUIRED (as appropriate):**

### **1.1 Facility Inspection**

The Consultant shall coordinate with the City's Capital Improvement Department (CID) to inspect the facility to verify the scope of work elements and assess the need for additional improvements beyond those identified in the 2019 Facility Assessment and by staff. Following the inspection, the Consultant shall produce a report detailing findings, recommendations for additional work, and prioritization. The Consultant shall also specify which findings are related to maintenance repairs.

#### **Surveys**

The designer shall provide all necessary topographic and horizontal surveys for a complete design.

### **1.2 Design**

The Designer shall conduct design analysis for the project to ensure public safety. All design analyses must comply with applicable City, County, State, and Federal laws and regulations.

The design must meet all City requirements for the project and shall be executed in phases as outlined in Section 6.0 Project Schedule below.

The Consultant is responsible for delivering a turnkey design product. The Consultant shall identify and ensure that all designers involved are licensed in the State of Texas, as required by law. In addition to complying with local building codes, the Consultant shall adhere to all other applicable codes and standards.

The Consultant shall present the design to the City of El Paso Design Review Committee and comply with all requirements set by the Committee.

Sole sourcing is not permitted. The Consultant shall prepare both design and performance specifications.

### **1.3 Cost Estimating and Budget Verification**

The Consultant shall develop budgets and monitor budget performance, recommend measures to mitigate cost-over-runs, and enforce compliance of project budget.

### **1.4 ADA Compliance and Requirements**

The designer shall include and comply with the American with Disabilities Act (ADA), Texas Accessibility Standards (TAS), and Texas Department of Licensing and Regulation requirements.

The Consultant shall employ the services of a Registered Accessibility Specialist (RAS) to review the design documents and perform inspection of construction. The Consultant shall comply with RAS design comments.



## **1.5 Technical Specifications**

The designer shall prepare and provide technical specifications. The specifications shall be based on accepted national specifications. *No sole sourcing shall be allowed.* All specifications must include the type of materials listed in the construction drawings, placement method, and quality control and quality assurance testing. All specifications must comply with established specification standards and formats. The Consultant shall provide design and performance specifications and an opinion of probable cost (OPC) at each design submittal.

## **1.6 Sub-consultant and Service Provider Coordination**

The Consultant shall be responsible for coordinating with all sub-consultants, service providers, and contractors. The Consultant shall oversee all services provided by these parties to ensure that they meet the project requirements, timelines, and quality standards. The Consultant is also expected to facilitate clear and consistent communication among all involved parties and to promptly address any issues or discrepancies that may arise during the course of the project.

## **1.7 Utility Services and Utility Easements**

Based on the design, the designer shall coordinate with all utilities during the preliminary design phase and throughout the entire design process. The designer shall submit all applications to the utilities on behalf of the City of El Paso. However, the City shall pay all utility service fees. The designer will not pull the installation of the service. The installation of the service shall be coordinated by the contractor. Construction documents shall clearly show all utility company contacts, and the type of service requested. All utility service requests shall be submitted by the designer by or before the construction documents are submitted for bid advertisement. All documents and coordination efforts by the designer shall be completed by or before the due date of the final design phase

## **1.8 Utility Coordination**

The Consultant shall be responsible for coordinating design efforts with all affected utility companies and record all utility coordination through a utility coordination log. The purpose is to minimize utility relocation without compromising design standards. The Consultant shall be responsible for obtaining all available horizontal and vertical information on utility lines, valves, covers, manholes, etc., from the different utility companies and applicable City Departments during the preliminary design plan submittal. The Consultant shall meet with all affected utility companies to discuss the proposed design. Based on these coordination meetings and correspondence that is sent between both the Consultant and utility companies, the need and extent of relocation shall be determined. If a dispute arises, the Consultant shall immediately set up a meeting between the CID Project Manager and the utility company to resolve the dispute. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility



company contacts. All documents and coordination efforts by the designer shall be completed by or before the due date of the final design phase. The Consultant shall submit all utility clearance letters from each utility company by or before the project is advertised for bid.

### **1.9 Private Property**

If the Consultant believes construction shall extend inside private property, the Consultant must obtain approval from the City to enter the property.

### **1.10 Traffic and Pedestrian Control Plan**

If a Traffic and Pedestrian Control Plan is required for this project, the Consultant shall include under general notes that the Contractor shall submit a traffic control plan to the Streets and Maintenance Department for approval at least two (2) weeks prior to commencing construction.

### **1.11 Construction Schedule**

The Consultant shall meet with the CID Project Manager to determine the construction schedule. The schedule shall consider the lead delivery time of equipment, the relocation by user departments of occupied spaces, etc. The meeting shall be held after pre-final plans are submitted but before the final design Notice to Proceed is issued. The information will allow the Consultant to prepare a current market cost estimate at the final design phase submittal.

### **1.12 Bidding**

The Consultant shall submit the following in electronic format for bidding:

- Full and complete sealed set of drawings,
- Full and complete sealed set of technical specs,
- Detailed scope of work,
- Detailed unit price bid proposal form; and
- Detailed real-world value cost estimate.

During the bidding process, the designer shall assist the Owner with but not limited to, the following items: respond to all questions from prospective bidders, attend a pre-bid conference, and, if required, prepare addendums. The bids shall be advertised as a lump sum price contract and the selection of the contractor shall be a competitive seal bid



### **1.13 Construction Administration**

During the construction phase, the designer shall assist the Owner, with but not limited to, the following items:

- Responding to all questions from the contractor or requests for information (RFIs).
- Providing advice and recommendation to the Owner.
- Provide contract drawing modifications for permit revisions (as required).
- Reviewing contractor technical submittals and shop drawings in a timely matter.
- Attend weekly construction meetings (as required).
- Review change order requests by the Contractor, provide a separate independent analysis and provide recommendations to the Owner.
- Prepare independent cost estimates on all change orders created by design oversights.
- Attend substantial completion inspection and provide punch list to Owner.
- Produce and provide an electronic copy (PDF and CAD) of “as-built” record drawings.

## **2.0 PRODUCTS REQUIRED:**

### **2.1 Drawings and Specifications**

Consultant shall provide a design schedule from the building assessment phase to the final design phase to include all milestones as specified in Section 6.0 – Design Schedule and forecasted payment drawdowns. For each submittal, the designer shall provide a detailed Design Monitoring Report at the due date of every stage indicating the highlights of the a) design tasks, b) budget, c) project schedule, d) quality assurance and control on design, e) submission of invoices, f) overall progress, and h) cost, presenting red lines at each stage, how new changes were implemented, and how overall quality was controlled. This report will also include a compliance letter summarizing key points of the overall progress and demonstrating full compliance with all owner design requirements.

#### **A. Assessment:**

During the building assessment phase, the Consultant, in collaboration with any subconsultants, shall conduct all necessary assessments for the project. During the building assessment phase, the Consultant shall have thirty-five (35) consecutive calendar days to electronically submit a report of all findings with a cost estimate prepared by an independent cost estimator to the City for review and comment. The cost estimate shall include a breakdown of the items identified. The Consultant shall provide recommendations if the cost estimate exceeds construction budget. The Consultant shall submit one digital copy, cost estimate, and scope of work document to the City for review and comment in accordance with the schedule in Section 6.0 of this document. Within fifteen (15) calendar days of submitting the assessment report, the Consultant shall schedule a meeting with the City to finalize the scope of work.



As part of the review by City Staff, the assessment report and other necessary submittals shall be submitted for review to any pertinent commissioning agency, the City of El Paso Design Review Committee, stakeholder meetings, and others as needed. The Consultant shall be responsible for providing all copies necessary for the review process.

**B. 30% Preliminary Design:**

The Consultant shall submit the following preliminary design submittal:

- Coversheet and Index of drawings (90% complete)
- Architectural Plan and Details (50% complete)
- Demolition Plan (90% complete)
- General Notes (50% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)
- Structural Plan (75% complete)
- Mechanical and Plumbing Plan (50% complete)
- Electrical Plan (50% complete)
- Grading Plan (50%)
- Outline of technical specification (90%)
- Utility coordination letters/proof of communication
- Construction notes
- Third-party cost estimate

Upon the completion of the preliminary design phase, the Consultant shall submit two (2) copies of the preliminary sign documents for review and comments. The Consultant must also provide electronic copies of the submittal in the format requested by the Owner, which may include, but is not limited to, PDF, CAD or GIS shape files. If the Owner considers the submittals not as compliant with the above required completion percentages, the Consultant must resubmit as per the requirements mentioned above. No adjustments to the schedule contained in Section 6.0 will be made in the event the Consultant fails to meet the above-mentioned completion requirements.

The City of El Paso Project Manager and the Consultant of record (DOR) shall attend the City Design Review (CDR) meeting to present and answer any comments and or issues by the review board in order for CID to give direction to the Project Manager and Consultant to proceed to the next phase of the project.



### **C. 60% Pre-Final Design:**

The Consultant shall submit the following pre-final design phase submittal:

- Coversheet and Index of drawings (100% complete)
- Architectural Plan and Details (75% complete)
- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Structural Plan (75% complete)
- Mechanical and Plumbing Plan (75% complete)
- Electrical Plan (75% complete)
- Outline of Technical Specification (100% complete)
- Technical Specifications (75% complete)
- Third-party cost estimate
- Quantity Summary Sheet (95%)
- Utility Clearance Letter/Certificates
- Contract Time Determination

Upon completion of the pre-final phase, the Consultant shall submit two (2) copies of the pre-final design documents for review and comments. The Consultant shall also provide electronic copies of the submittal in the format requested by the Owner, which may include, but is not limited to, PDF, CAD, or GIS shapefiles. If the Owner considers submittal as not compliant with the above required completion percentages, the consultant must resubmit as per the above-mentioned requirements. No adjustments to the design schedule will be made in the event the consultant fails to meet the above-mentioned completion requirements.

The City of El Paso Project Manager and the consultant of record (DOR) shall attend the City Design Review (CDR) meeting to present and answer any comments and or Issues by the review board in order for CID to give direction to the project manager and consultant to proceed to the next phase of the project.



#### **D. 90% Final Design:**

The Consultant shall comply with the 100 percent (100%) design schematic provided by the Capital Improvement Department, deliver the design fully complete as shown below, and provide a Design Monitoring Report upon submission.

The Consultant shall submit the following final design phase submittal:

- Coversheet (100% complete)
- Architectural Plan and Details (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Structural Plan (100% complete)
- Mechanical and Plumbing Plan (100% complete)
- Electrical Plan (100% complete)
- Outline of Technical Specification (100% complete)
- Technical Specifications (100% complete)
- Quantity Summary Sheet (100%)
- Final Contract Time Determination
- Final Utility Clearance Letter/Certifications
- Final Third-party cost estimate

Upon the completion of the final design phase, the consultant shall submit two (2) copies of the final design documents for review and comments. The consultant must also provide electronic copies of the submittal in the format requested by the Owner, which may include, but is not limited to, PDF, CAD, or GIS shape files. If the Owner considers the submittal as not compliant with the above required completion percentages, the consultant must resubmit as per the above-mentioned requirements. No adjustments to the schedule contained in Section 6.0 will be made in the event the consultant fails to meet the above-mentioned completion requirements.

The City of El Paso Project Manager and the consultant of record (DOR) might attend the City Design Review (CDR) meeting to present and answer any questions or comments by the review board in order for CID to give direction to the project manager and consultant to proceed to bidding.



**E. 100% Permit Review:**

The Consultant is responsible for submitting all required documentation to the City of El Paso Planning and Inspection Department through the “City of El Paso, Texas Online Permitting/Licensing Citizen Portal” for permit review prior to bid. Any required modifications are to be considered a part of the Final Design Phase.

**F. Cost Estimates:**

The designer shall develop and submit the construction cost estimates per each design phase, 30%, 60%, and 90% for review and approval. The construction cost estimate is expected to be within ten percent (10%) of the bid for the base bid item expected from the lowest responsible bidder. The designer’s final estimate shall consider all labor costs based on the City of El Paso’s current prevailing wage rates as adopted by the City Council.

**G. Bidding and Construction:**

For bidding purposes, the consultant shall submit a PDF and CAD files of the sealed construction drawings, sealed technical specifications, scope of work, unit price bid proposal form, and detailed real-world value cost estimate.

During the bidding process, the Consultant shall assist the Owner in responding to all inquiries from prospective bidders, attending a pre-bid conference, and prepare any addendums required.

Before the bid opening, the Consultant shall provide PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, written bid clarifications, and final third-party estimate.

After the bid opening and before the preconstruction meeting, the Consultant shall provide PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

During the construction phase, the consultant shall produce and provide 24”x36” electronic format “as-built” drawings. The Consultant shall assist the owner on a time and material basis which includes attending pre-construction meetings, responding to requests for information (RFIs), providing advice and recommendations to the owner, reviewing contractor technical submittals, and providing written observation reports (as needed), advising the owner on the validity of requested change orders, preparing independent cost estimates on requested change orders resulting from design oversights, participating in punch list inspections and providing a punch list to the owner, and participating in a final inspection.



## **2.2 Design Analysis**

Design analysis shall include all engineering calculations for review by the Owner, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

## **2.3 Reproduction**

The designer shall be responsible for printing for the different phases and for code review requirements.

## **2.4 Quality Assurance**

### **A. Design Standards Compliance:**

- Ensure all designs adhere to relevant building codes, regulations, and industry standards.
- Conduct regular audits to verify compliance with design standards and requirements.

### **B. Document Control:**

- Implement robust document control procedures to manage project documentation effectively.
- Maintain version control, document revisions, and ensure proper documentation of design changes and approvals.

## **3.0 GENERAL REQUIREMENTS AND CRITERIA**

3.1 Design must meet all applicable City Codes and Ordinances.

3.2 Design must comply with Engineering and Construction Management Guidelines.

3.3 Design must comply with all local, state, and federal laws and regulations, including, but not limited to, the American with Disabilities Act.

3.4 The designer shall submit all redlines to the Owner when plan submittals are due.

## **4.0 OTHER CONSIDERATIONS**

4.1 Work shall be coordinated with the City of El Paso Capital Improvement Department, Police Department, and all affected stakeholders.

4.2 Design shall follow the City of El Paso Information and Communication Department requirements for computer and telephone systems, if applicable.

4.3 At each design phase the Consultant shall be responsible for the review of all drawings, specifications, and other submitted by the sub-consultants and shall prepare a review comment form prior to submittal of documents.



## **5.0 REQUEST FOR PROPOSAL BREAKDOWN**

All services described under Design and Bidding will be considered Basic Services. The Consultant shall submit a detailed cost proposal based on the contract, and after agreed negotiations, a purchase order will be opened. If necessary, the Owner will request all services under Construction in writing (DO NOT SUBMIT A COST PROPOSAL AT THIS STAGE OF THE PROCESS).

## **6.0 PROJECT SCHEDULE**

The Consultant shall submit a detailed preliminary schedule based on the project scope, including review time by the Owner. The schedule shall include preliminary design, prefinal design, final design, public involvement, and owner's review time as follows:

- Building Assessment Phase: 35 calendar days
- 30% Preliminary Design Phase: 60 calendar days
- 60% Pre-Final Design Phase: 75 calendar days
- 90% Final Design Phase: 75 calendar days
- 100% Bid Phase (Signed and Sealed): 14 calendar days

## **7.0 ERRORS AND OMISSIONS**

The City expects the selected firm to have an adequate Quality Assurance/Quality Control Program to minimize the potential for errors and omissions. Recently, the City has observed inconsistencies between plans and specifications, including but not limited to conflicts between civil and landscape plans, inadequate review by the prime of the adequacy of the work of any subcontractors, discrepancies between the measurement and payment specifications, and bid forms, and failure of the firms to verify utility locations in the field. At its sole cost, the firm shall revise the work as necessary to correct errors and omissions appearing therein when required by the City (Owner). If errors or omissions are identified during construction, the firm, at its sole expense, shall modify, as necessary, plans and specifications to remedy the errors/omissions at no cost to the City.



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



November 1, 2024

Elsa Rodriguez  
Business Contracts Manager  
City of El Paso – Capital Improvement Department  
City 2 – 218 N. Campbell, 2<sup>nd</sup> Floor  
El Paso, TX 79901

**Re: Solicitation #2024-0688R Architect and Engineering Services  
for the El Paso Police Department Pebble Hills Regional Command Center**

Dear Ms. Rodriguez:

Thank you for the opportunity to submit this fee proposal to provide architectural and engineering services for the El Paso Police Department Pebble Hills Regional Command Center project. The following is a description of our understanding of the requirements for the design of this new facility based on RFQ #2024-0688R (*Exhibit A*) and our facility walk through with the City and Dekker's consultants on Oct 28, 2024.

**PROJECT UNDERSTANDING AND SCOPE OF WORK:**

Dekker understands the project involves tenant improvements to the El Paso Police Department's Pebble Hills Regional Command Center, located at 10780 Pebble Hills Blvd. We have received from the City a previous facility assessment and project scope matrix (*Exhibit B*) outlining the prioritization of elements to be addressed. To meet the available project budget for construction, Dekker anticipates the need to create multiple alternates in the bid documents and we will prioritize these per design discussions with the City and the *Exhibit B* scope matrix. We further understand that the Police Department will vacate the facility for the duration of construction. The existing facility is a 27,791 square-foot building and requires design for renovations as described below for the entire facility:

- **Architectural and Code Compliance Assessment:** Evaluate architectural elements and the building's compliance with the International Building Code (IBC) and the Texas Administrative Code (TAC)
- **ADA Compliance Assessment and Redesign:** Assess and redesign elements for ADA compliance, including but not limited to door width and clearance, sink and countertop heights, knee clearance, and covering exposed lavatory and sink pipes.
- **Force Protection System Design:** Assess and design the force protection system, including a secondary exit for secured parking, bulletproof glazing and doors for the front entrance lobby.
- **MEP Systems and Assessment and Design:** Assess and design the existing mechanical, electrical, and plumbing (MEP) systems, ensuring emergency backup for lighting and electrical outlets, replacing non-functional emergency exit signs, damaged lighting fixtures, HVAC systems, ductwork, fire lines, water heater redundancy, plumbing fixtures as necessary, and any other concerns identified. Any components identified for replacement must be compatible with existing systems.
- **Fire Systems Assessment and Design:** Evaluate and design updates to fire systems to meet current codes and industry standards, including fire alarms, sprinkler systems, fire extinguishers, and emergency exits. Identify deficiencies and non-compliance issues.
- **Building Structure Assessment and Design:** Address exterior and interior structural concerns, including but not limited to leaks, damaged ceiling tiles, p-lam on counters and cabinets, damaged paint, missing wall bases and moldings, non-functional exhaust systems, unnecessary windows, and the condition of windows, doors, and damaged FRP Wainscot.
- **Exterior Concerns Assessment:** Assess and design solutions for exterior concerns, including creating a new accessible route from Pebble Hills Boulevard, repairing or replacing damaged or missing sidewalks, ADA ramps, and pavement striping.
- **Coordination with City of El Paso Information Services and Communication Department:** Coordinate with the City of El Paso Information Services and Communication Department and its consultants to incorporate their identified scope of work into the project, ensuring compliance with current standards.

**SCOPE OF SERVICES:**

Dekker will provide as Basic Services and Supplemental Services, planning and design services as required under Section II of *Exhibit A* – RFQ Solicitation #2024-0688R inclusive of all consultants listed under Section III to complete design for the renovations of the Pebble Hills Regional Command Center. These services will include Programming (Pre-Design), Schematic Design (SD), Design Development (DD), Construction Documents (CD), Bidding & Negotiation/Permitting (BN), and Contract Administration (CA).



We will submit stamped Construction Documents for permitting to the City's One-Stop Shop and respond to all comments required to secure a building permit for the project.

During construction phase we will provide all required services outlined under Section II, Paragraph 1.16 of *Exhibit A* – RFQ Solicitation #2024-0688R.

## CONSULTANTS

The following consultants are included in this proposal:

1. Public Safety Consulting Architects: SCHRADER GROUP
2. Interior Design: Dekker
3. Structural Engineering: Dekker
4. Civil Engineering: Quantum Engineering Consulting, Inc.
5. Communications (IT / AV / Security and Surveillance): DBR Engineering Consultants, Inc.
6. MEP Engineering: DBR Engineering Consultants, Inc.
7. Cost Estimating: CRM Cost Consulting, Inc.
8. Registered Accessibility Specialist: RASADAZZLE, LLC
9. Site Survey: Precision Land Surveyors

## COMPENSATION

Our compensation is based on our understanding of the scope of work outlined above and on the available construction budget of **\$6,179,516**.

	Lump Sum
Basic Design Services – Pre-Design thru CD Phases (Fixed Fee)*	\$ 361,495
Basic Services – Time and Materials BN through CA (T&M)*	\$ 124,305
Supplemental Design Services – Pre-Design thru CD Phases (Fixed Fee)**	\$ 26,481
Supplemental Services – Time and Materials BN through CA (T&M)**	\$ 6,936
Supplemental Engineering Services – Site Survey***	\$ 6,875
<b>Subtotal</b>	<b>\$ 526,092</b>
Reimbursable Expenses****	\$ 5,000 Not-to-Exceed
<b>Grand Total</b>	<b>\$ 531,092</b>

\*Basic Services include: architecture, interior design, structural, mechanical, electrical, plumbing and civil engineering

\*\*Supplemental Design Services include telecommunications design, Registered Accessibility Specialist, and cost estimating.

\*\*\*Supplemental Engineering Services include Site Survey at north parking lot area and accessible parking at south side of building. See *Exhibit C* for extents of proposed survey area.

\*\*\*\*Reimbursable expenses are additional to the fee quoted above and will be billed at cost (no mark-up).

Reimbursable expenses include:

- Travel, lodging, and associated meal expenses for specialty design consultants
- Document printing for client reviews and presentations and shipping costs

## BREAKDOWN OF FEE PER PHASE

	Phase Fee
Phase 1: Building Assessment Phase -	\$ 42,823
Site Survey	\$ 6,875
Phase 2: 30%Preliminary Design Phase -	\$ 85,533
Phase 3: 60% Pre-Final Design Phase -	\$ 114,965
Phase 4: 90% Final Design Phase -	\$ 118,645
Phase 5: 100% Bid Phase -	\$ 26,010
Phase 6: Bidding, Permitting (T&M) -	\$ 13,630
Phase 7: Contract Administration (T&M) -	\$ 104,393
Phase 8: Closeout (T&M) -	\$ 13,218
<b>Total: 100% -</b>	<b>\$ 526,092</b>



## OVERALL PROJECT SCHEDULE

Based on the schedule provided in *Exhibit A – RFQ Solicitation #2024-0688R*, we anticipate a design schedule as follows:

Notice-to-Proceed.....	TBD
<b>Building Assessment Phase.....</b>	<b>(35 calendar days)</b>
City Review.....	(14 calendar days)
<b>30% Preliminary Design Phase.....</b>	<b>(60 calendar days)</b>
City Review.....	(14 calendar days)
<b>60% Pre-Final Design Phase.....</b>	<b>(75 calendar days)</b>
City Review.....	(14 calendar days)
<b>90% Final Design Phase.....</b>	<b>(75 calendar days)</b>
City Review.....	(14 calendar days)
<b>100% Bid Phase.....</b>	<b>(14 calendar days)</b>
City Review.....	(14 calendar days)
Bidding and Negotiation.....	(To Be Determined)

## ASSUMPTIONS

- All asbestos abatement and removal of asbestos containing materials (ACM) will be completed by the City outside of this contract
- 3<sup>rd</sup> Party Building Systems Commissioning to be contracted directly by the City of El Paso. Dekker can assist in procuring these services, if needed.
- The City does not intend to pursue any sustainable program certifications for the project such as LEED, Green Globes, or others.
- Cost estimates will be provided at the conclusion of each design phase.
- Time & Materials (T&M) amounts based on assumptions of 8 weeks for Bidding Phase, 70 weeks for Contract Administration Phase, and 4 weeks for Closeout Phase. If phase durations extend beyond the allotted periods, additional fee for time may be required.

## EXCLUSIONS

- Environmental assessments and documentation for requirements of removal of hazardous materials prior to new renovation and construction activities.
- Fixture, Furniture, and Equipment specification – existing furniture is to be reused
- Resident Project Representative (RPR) services
- Traffic Impact Analysis and traffic engineering services
- Traffic signal design
- Re-zoning of property
- Off-site utility design
- Off-site drainage studies
- Environmental reports
- Permitting fees
- Commissioning of Building Systems
- Site and building wayfinding signage beyond code required signage
- Development of exhibits required for certification under any certification programs

We will invoice monthly based on our percentage of completion. Payments are due and payable thirty (30) days from the date of the invoice. All amounts unpaid one month after the invoice date shall accrue interest at a rate of 1.50% per month, but not to exceed the applicable maximum lawful interest rate in the jurisdiction in which the project is located.

We thank you for this opportunity to serve the City of El Paso on this exciting and important project. Please let us know if the terms of this proposal are acceptable. Should you have any questions or additional requests, please do not hesitate to contact me on my cell at 915.613.0650.

Sincerely,  
DEKKER, LLC



Kurt Morton, AIA  
Principal

Attachments: Exhibit A, Exhibit B, Exhibit C



## Pebble Hills Regional Command

### Project Scope of Work

	Priority Status	Time of identification	Type of work	Score Priority	Type of Concern	Total
<b>Interior</b>						
Replace stained, damaged, and missing ceiling tiles		5	2	4		11
Replace VCT		5	2	4		11
Replace mosaic tile		5	2	4		11
Replace all carpet with tile		5	2	4		11
Replace damaged tiles		5	2	4		11
New interior paint		5	2	4		11
Paint hollow metal doors		5	2	4		11
Patch and repair damaged walls throughout the building		1	2	4		7
Replace/Repair damaged doors		1	2	4		7
Repair/replace damaged floor		1	2	4		7
Replace/repair millwork throughout		1	2	4		7
Provide a separate space for narcotics		1	7	0		8
Replace/repair non-fuctional water fountains		1	2	2		5
Remove sink in process room		1	1	0		2
<b>Exterior</b>						
Install bike racks to comply with code minimums		5	10	0		15
Replace damaged rockwall		1	5	4		10
Install an opening button for the gate		1	7	6		14
Eliminate exterior door in mezzanine		1	8	6		15
Roof replacement/repairs to obtain minimum 20-year warranty		1	5	4		10
Assess and redesign parking lot lights		1	7	6		14
<b>Code required improvements</b>						
Rework/widen doors to comply with ADA requirements		5	10	2		17
Add lavatory pipe covers		5	10	2		17
Replace kitchen sink cabinets to comply with ADA requirements		5	10	2		17
Rework countertops to comply with ADA height requirements		5	10	2		17
Flip door swings that do not comply with emergency egress		5	10	2		17
New accessible route form Pebble Hills Blvd		5	10	2		17
ADA compliant sinks to be added		1	10	2		13
<b>Force protection</b>						
Bullet proof glazing and doors at main lobby entry		5	9	6		20
Add additional card readers as needed		1	9	6		16
Additional exit for secure parking		1	9	6		16
<b>Mechanical</b>						
Add chiller redundancy		5	7	4		16
Add boiler redundancy		5	7	4		16
Improve zoning by dividing terminal units into several thermal zones		5	7	2		14
HVAC system repairs/replacement		1	7	4		12
General Mechanic Code Required Upgrades		1	7	4		12
Existing ducting system repairs/replacement		1	5	4		10



lower the temperature in the electrical room to meet the requirements.	1	7	6	14
<b>Electrical</b>				
Place all lighting on emergency generator	5	7	8	20
Replace fluorescent bulbs with LED bulbs	5	2	5	12
Upgrade analog fire alarm system to an addressable system	5	4	7	16
Install additional outlets to avoid multiple power strips	5	7	7	19
Remove unnecessary sensors and replace with standard light switches	5	2	7	14
Address rooftop receptacles that are not within 25 feet of rooftop equipment	5	4	8	17
Address lights missing emergency inverter	5	4	8	17
Address clearance for existing panels to meet code	5	4	7	16
Install blank covers for space j-boxes	5	4	1	10
Address exterior lights to comply with the dark sky ordinance	5	4	6	15
Install cameras as required	5	4	6	15
Replace/repair damaged lights	5	7	4	16
Remove unactive junction boxes and repaint area	5	4	4	13
<b>Plumbing</b>				
Provide fire line with current code approved reduced pressure backflow preventer detector assembly	5	7	4	16
Replace damaged plumbing fixtures	1	7	4	12
Plumbing fixtures (Code Compliant Plumbing fixtures to be provided)	1	7	4	12
plumbing repairs/replacement (currently experiencing issues in women's and men's showers)	1	7	4	12
<b>Fire</b>				
Enclose Fire Raiser	1	10	4	15
Replace missing/damaged emergency exit signs	1	10	4	15
<b>Other</b>				
				0
				0
				0
				0
<b>IT</b>				
Provide TV connections in conference room	1	4	1	6
IT upgrades throughout	1	4	1	6
Add card readers as required	1	4	3	14



Time of identification	Type of work	Priority	Type of concern
Identified by consultant in 2019. All scope of work was approved per 2019 Safety Bond.	5 Code compliance	10 Critical	3 Security
Identified by CID or user department in 2023.	1 Force protection	9 High	2 Building integrity
	Life safety	8 Neutral	1 Working conditions/Quality of life
	Systems needed for operation	7 Low	0 Other
	Building structure	5	
	IT	4	
	Maintenance items	2	
	Other	1	

Priority Status Matrix	
Critical	17+
High	13 - 16
Medium	7 - 12
Low	0 - 6



Basic Services

							Phase Totals Basic Services + Supplemental Design Services + Surveying Services	
		Dekker	SchraderGroup	Quantum	DBR	CRM Cost Consulting	RASADAZZLE	Phase Totals
Building Assessment Phase	5 Weeks	\$29,200	\$4,000	\$1,920	\$1,700			\$36,820
30% Preliminary Design Phase	9 Weeks	\$57,650	\$4,000	\$5,100	\$13,390			\$80,140
60% Pre-Final Design Phase	11 Weeks	\$72,415	\$4,000	\$8,780	\$23,075			\$108,270
90% Final Design Phase	11 Weeks	\$75,255	\$4,000	\$4,355	\$28,080			\$111,690
Final Design (100% CD)	2 Weeks	\$15,090	\$0	\$1,745	\$7,740			\$24,575
Bidding & Permitting	8 Weeks	\$8,400	\$0	\$1,865	\$2,830			\$13,095
Construction Administration	70 Weeks	\$75,115	\$0	\$4,510	\$18,730			\$98,355
Closeout	4 Weeks	\$9,320	\$0	\$1,210	\$2,325			\$12,855
Consultant Totals		\$342,445	\$16,000	\$29,485	\$97,870			\$485,800

Supplemental Design Services

		Dekker	SchraderGroup	Quantum	DBR	CRM Cost Consulting	RASADAZZLE	Phase Totals
Programming - Pre-Design	5 Weeks	\$0			\$1,753		\$4,250	\$6,003
Schematic Design (30% Design)	9 Weeks	\$0			\$2,993	\$2,400		\$5,393
Design Development (60% Design)	11 Weeks	\$0			\$3,495	\$3,200		\$6,695
Final Design (90% CD)	11 Weeks	\$0			\$3,505	\$2,400	\$1,050	\$6,955
Final Design (100% CD)	2 Weeks	\$0			\$1,435			\$1,435
Bidding & Permitting	8 Weeks	\$0			\$535			\$535
Construction Administration	70 Weeks	\$0			\$3,538		\$2,500	\$6,038
Closeout	4 Weeks	\$0			\$363			\$363
Consultant Totals		\$0		\$0	\$17,617	\$8,000	\$7,800	\$33,417

Surveying Services

		Dekker	SchraderGroup	Quantum (PLS Survey)	DBR	CRM Cost Consulting	RASADAZZLE	Phase Totals
Programming - Pre-Design	5 Weeks	\$0		\$6,875				\$6,875
Schematic Design (30% Design)	9 Weeks	\$0						\$0
Design Development (60% Design)	11 Weeks	\$0						\$0
Final Design (90% CD)	11 Weeks	\$0						\$0
Final Design (100% CD)	2 Weeks	\$0						\$0
Bidding & Permitting	8 Weeks	\$0						\$0
Construction Administration	70 Weeks	\$0						\$0
Closeout	4 Weeks	\$0						\$0
Consultant Totals		\$0		\$6,875				\$6,875

Basic + Supplemental Design + Surveying Services	\$342,445	\$16,000	\$36,360	\$115,487	\$8,000	\$7,800	\$526,092
Reimbursable Expenses		\$5,000					\$5,000
Consultant Totals + Expenses	\$342,445	\$21,000	\$36,360	\$115,487	\$8,000	\$7,800	\$531,092



DEKKER LLC	Team Role	Assigned	Billing Rate	Total Hours	
Structural Team	Basic Services				
	Principal-In-Charge	Kurt Morton	\$190	90	\$17,100
	Project Manager	Franco Reyes	\$175	304	\$53,200
	Project Design Assist	Paola Muniz-Garcia	\$155	298	\$46,190
	Intern Architect I	Marcus Valdez	\$75	756	\$56,700
	Code Specialist	Brad Jackson	\$125	68	\$8,500
	Construction Administrator	Tony Beltran	\$130	16	\$2,080
				0	\$183,770
				0	\$258,335
	Interior Principal	Megan Holubiak	\$190	53	\$10,070
	Interior Design	Becca Dominguez	\$100	256	\$25,600
				0	\$35,670
				0	\$39,670
	Structural Engineer	Brain Barnes	\$190	56	\$10,640
	Structural Eng. Production	Cristopher Montalvo	\$155	126	\$19,530
					\$30,170
					\$44,440
		Basic Services Total			\$342,445







**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “**ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO POLICE DEPARTMENT PEBBLE HILLS REGIONAL COMMAND CENTER**” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

**REPORT/CONCEPT PHASE**

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
  - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probing’s, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in



connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

#### **PHASE I - PRELIMINARY DESIGN PHASE**

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense topographic surveys as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with



any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

#### **PHASE II - PRE-FINAL DESIGN PHASE**

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "**Drawings,**" to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "**Specifications.**" These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.



3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

### **PHASE III - FINAL DESIGN PHASE**

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.



3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment “D”, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment “D”, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

### **BIDDING PHASE**

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
5. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.



## **CONSTRUCTION PHASE**

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Intentionally Deleted.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.  
Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.
5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.**
6. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms



and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "**punch list**" shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.



14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
15. Intentionally Deleted.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Intentionally Deleted.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner. Architect shall be entitled to payment for Additional Services for requested changes, unless changes are due to design errors.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Intentionally Deleted.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.



## **ADDITIONAL SERVICES OF THE CONSULTANT**

### **GENERAL**

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probing's, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

### **RESIDENT PROJECT SERVICES**

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in



the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.



## **ATTACHMENT "D"**

### **PAYMENT SCHEDULE**

For the project known as "**ARCHITECT AND ENGINEERING SERVICES FOR THE EL PASO POLICE DEPARTMENT PEBBLE HILLS REGIONAL COMMAND CENTER**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$531,092.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

### **PAYMENT SCHEDULE**

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

#### **Payment to Consultant**

The compensation for each task described in attachment "B". Payment shall be made as a lump sum after completion of each task. The owner shall make payments upon presentation of the Consultant's Detailed invoice and accompanying summary and progress report and the Owner's written approval.

<b>Phase 1: Building Assessment Phase - \$</b>	<b>\$42,823.00</b>
<b>Site Survey</b>	<b>\$ 6,875.00</b>
<b>Phase 2: 30% Preliminary Design Phase -</b>	<b>\$ 85,533.00</b>
<b>Phase 3: 60% Pre-Final Design Phase -</b>	<b>\$ 114,965.00</b>
<b>Phase 4: 90% Final Design Phase -</b>	<b>\$ 118,645.00</b>
<b>Phase 5: 100% Bid Phase -</b>	<b>\$ 26,010.00</b>
<b>Phase 6: Bidding, Permitting (T&amp;M) -</b>	<b>\$ 13,630.00</b>
<b>Phase 7: Contract Administration (T&amp;M) -</b>	<b>\$ 104,393.00</b>
<b>Phase 8: Closeout (T&amp;M) -</b>	<b>\$ 13,218.00</b>
<b>Reimbursables (Not to Exceed)</b>	<b>\$5,000.00</b>
<b>Total:</b>	<b>\$531,092.00</b>

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

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



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

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

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

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> of any given year, to coincide with the Owner's fiscal year.

**Communications Costs:** Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

## **DELIVERABLE SCHEDULE**

### **CONCEPT PHASE**

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **35 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE I—PRELIMINARY DESIGN PHASE**

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.



## **PHASE II—PRE-FINAL DESIGN PHASE**

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **75 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

## **PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **75 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

## **PHASE IV—BIDDING PHASE**

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **14 consecutive calendar days**.

## **PHASE V - CONSTRUCTION PHASE**

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.



**ATTACHMENT “E”  
INSURANCE CERTIFICATE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Liability Insurers, Inc. Higginbotham Insurance Agency, Inc. 6101 Moon Street NE Ste 1000 Albuquerque NM 87111	<b>CONTACT</b> NAME: Eloise Hughes PHONE (A/C, No, Ext): 505-822-8114 E-MAIL: ehughes@higginbotham.net ADDRESS: 505-822-0341
<b>INSURED</b> Dekker LLC 108 S. Stanton St First Floor El Paso TX 79901	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Continental Casualty Company INSURER B: Travelers Casualty And Surety Company Of America INSURER C: INSURER D: INSURER E: INSURER F:
License#: 2081754 DEKLLTD-01	NAIC # 20443 31194

**COVERAGES**

CERTIFICATE NUMBER: 1790213276

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	7012574490	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY	Y	Y	7012517254	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE			7012574781	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	6080092607	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		Y	106644542	1/1/2024	1/1/2025	Each Claim Aggregate \$ 3,000,000 4,000,000

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

RE: Solicitation #2024-0688R A&E Services - EPPD Pebble Hills Regional Command Center. Certificate holder is additional insured with respect to General and Auto Liability as required by written contract. Waiver of subrogation applies to all policies listed as required by written contract. Umbrella Liability is follow form for all policies listed except Professional Liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of El Paso  
Capital Improvement Department  
218 N Campbell, 2nd Floor  
El Paso TX 79901

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

AUTHORIZED REPRESENTATIVE

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# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

## Introduction:

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

## Definitions:

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

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

## Contributor / Donor Information:

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

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

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

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



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

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

OR

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

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

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

Signature: Kristi Mott Date: \_\_\_\_\_





Legislation Text

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File #: 25-245, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

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

**AGENDA LANGUAGE:**

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

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

**Award Summary:**

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0081 Defibrillator Equipment and Maintenance to Zoll Medical Corporation, the sole source provider for the X-Series cardiac monitor defibrillators and services, for a term of three (3) years for an estimated amount of \$1,815,220.65. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow standardization of cardiac monitor defibrillators, accessories and maintenance to new and existing equipment currently owned by the City.

**Contract Variance:**

The difference based in comparison to the previous contract's annual amount is as follows: An increase of \$235,020.83 for the annual amount, which represents a 63.51% increase due to the addition of 9 new cardiac monitor defibrillators units as well as an additional 34 pieces of existing equipment to be placed under warranty.

Department: Fire

Award to: Zoll Medical Corporation

City & State: Chelmsford, MA

Item(s): All

Initial Term: 3 Years

Option Term: NA

Total Contract Time: 3 Years

Annual Estimated Award: \$605,073.55

Initial Term Estimated Award: \$1,815,220.65

Option Term Estimated Award: NA

Total Estimated Award: \$1,815,220.65

Account(s): 322-1000-22090-531120-P2217

Funding Source(s): General Fund



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

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Zoll Medical Corporation under the exemption listed above.

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



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



**DEPARTMENT:** Fire  
Purchasing & Strategic Sourcing  
**AGENDA DATE:** February 25, 2025  
**PUBLIC HEARING DATE:** Not Applicable  
**CONTACT PERSON NAME:** Jonathan P. Killings, Fire Chief  
Claudia A. Garcia, Director of  
Purchasing & Strategic Sourcing  
**PHONE NUMBER:** (915) 212-5665  
**PHONE NUMBER:** (915) 212-0043  
**DISTRICT(S) AFFECTED:** All  
**STRATEGIC GOAL:** No. 2: Set the Standard for a Safe and Secure City  
**SUBGOAL:** 2.1 Maintain standing as one of the nation's top safest cities

**SUBJECT:**

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2025-0081 Defibrillator Equipment and Maintenance to Zoll Medical Corporation, the sole source provider for the X-Series cardiac monitor defibrillators and services, for a term of three (3) years for an estimated amount of \$1,815,220.65. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow standardization of cardiac monitor defibrillators, accessories and maintenance to new and existing equipment currently owned by the City.

**BACKGROUND / DISCUSSION:**

The El Paso Fire Department is requiring the purchase of additional cardiac monitor defibrillators with warranty and service plan as well as the compatible accessories. This will allow the Fire Department to assist citizens experiencing cardiac medical emergencies.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**SELECTION SUMMARY:**

Zoll Medical Corporation is the sole source provider of the X-Series cardiac monitor defibrillators and services.

**CONTRACT VARIANCE:**

The difference based in comparison to the previous contract's annual amount is as follows: An increase of \$235,020.83 for the annual amount, which represents a 63.51% increase due to the addition of 9 new cardiac monitor defibrillators units as well as an additional 54 pieces of existing equipment to be placed under warranty.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

Not Applicable

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$1,815,220.65

Funding Source: General

Account: 322-1000-22090-531120-P2217

2025-0081 Defibrillator Equipment and Maintenance

Revised 11/20/2024-V4 – Previous Versions Obsolete



**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**


Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
NA	NA

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

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Jonathan P. Killings, Fire Chief

  
\_\_\_\_\_  
Claudia A. Garcia, Director of Purchasing & Strategic Sourcing



Project Form  
Non-Competitive

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

Please place the following item on the Regular Agenda for the City Council Meeting of February 25, 2025

Strategic Goal 2 - Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection: 2.3 Increase public safety operational efficiency

**Award Summary:**

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2025-0081 Defibrillator Equipment and Maintenance to Zoll Medical Corporation, the sole source provider for the X-Series cardiac monitor defibrillators and services, for a term of three (3) years for an estimated amount of \$1,815,220.65. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow standardization of cardiac monitor defibrillators, accessories and maintenance to new and existing equipment currently owned by the City.

**Contract Variance:**

The difference based in comparison to the previous contract's annual amount is as follows: An increase of \$235,020.83 for the annual amount, which represents a 63.51% increase due to the addition of 9 new cardiac monitor defibrillators units as well as an additional 54 pieces of existing equipment to be placed under warranty.

Department:	Fire
Award to:	Zoll Medical Corporation
City & State:	Chelmsford, MA
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$605,073.55
Initial Term Estimated Award:	\$1,815,220.65
Option Term Estimated Award:	NA
Total Estimated Award:	\$1,815,220.65
Account(s):	322-1000-22090-531120-P2217
Funding Source(s):	General Fund
District(s):	All

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

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Zoll Medical Corporation under the exemption listed above.

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





## PURCHASING & STRATEGIC SOURCING DEPARTMENT

### SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared \_\_\_\_\_ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Kurt Sandstrom. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: ZOLL Medical Corporation
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):  
ZOLL X Series Defibrillator
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature \_\_\_\_\_

\*Please see Massachusetts Notary

~~SUBSCRIBED AND SWORN~~ to before me on this \_\_\_\_\_ day of \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Kurt Sandstrom  
personally appeared before me, the undersigned notary public, and proved to me his/her identity through satisfactory evidence, which were personally know to be the person whose name is signed on the preceding or attached document in my presence on this 27 day of June 2024

~~NOTARY PUBLIC~~

~~PRINTED NAME~~

~~MY COMMISSION EXPIRES~~



CAITLIN K. BAILLARGEON, Notary Public  
My Commission Expires October 18, 2030

COMPANY NAME: ZOLL Medical Corporation

ADDRESS, CITY, STATE & ZIP CODE 269 Mill Road, Chelmsford, MA 01824

PHONE: (800) 348-9011

FAX NUMBER: 978-421-0025

CONTACT NAME AND TITLE: Lavern Smith

WEB ADDRESS: www.zoll.com

EMAIL: LSmith@zoll.com

FEDERAL TAX ID NUMBER: 04-2711626

TEXAS SALES TAX NUMBER: 10427116263





269 Mill Road  
Chelmsford, Massachusetts 01824-4105  
978-421-9655 (main)  
978-421-0025 (fax)  
www.zoll.com

September 23, 2024

Paula Salas  
Purchasing Agent  
City of El Paso  
300 North Campbell  
El Paso, TX 79901

Dear Paula:

We appreciate your selection of ZOLL® products. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® and X Series Advanced Defibrillators for the EMS Market. ZOLL® or Lavern Smith, Senior Territory Manager, will not sell an X Series® and X Series Advanced Defibrillator to the City of El Paso, through any vendor or dealer and no vendor or dealer is authorized to provide warranty or service.

Should you have any questions or require additional information please contact me at [contracts@zoll.com](mailto:contracts@zoll.com).

Sincerely,

A handwritten signature in black ink that reads "Jaewoo Lee". The signature is written in a cursive, flowing style.

Jaewoo Lee  
Contracts Specialist



**Purchase Agreement**  
**[Defibrillator Capital Equipment and Accessories]**  
**Agreement No. LOC02244283**

This Purchase Agreement ("Agreement") is made between ZOLL Medical Corporation, a Massachusetts corporation ("ZOLL"), and the City of El Paso, on its own behalf and on behalf of its affiliates (collectively, "Customer") as defined below. ZOLL and Customer agree to the following terms and conditions with respect to the purchase of ZOLL products ("Products") set forth in this Agreement. This Agreement will be effective \_\_\_\_\_, 20\_\_\_\_ ("Effective Date").

For the purposes of this Agreement "Affiliate" means all entities that are listed as an affiliate in Exhibit A attached hereto, subject to additions and deletions as set forth herein. Customer may add entities as Affiliates after the effective date of this Agreement upon providing ZOLL with written notice of addition and written Agreement to the terms and conditions set forth in this Agreement. Affiliate(s) are responsible for notifying ZOLL Customer Service directly of the Agreement number above, in order to ensure they receive the Agreement pricing.

- 1) **Agreement Pricing:** In consideration for the Volume Commitment described in Section 2 of this Agreement and the Co-Marketing Commitment described in Section 3 of this Agreement, ZOLL shall offer the Product pricing set forth in Exhibit B.
- 2) **Committed Volume Discount:** Each year during the Term, the Customer shall purchase at least one hundred percent (100%) of its [defibrillator] capital equipment] exclusively from ZOLL and one hundred percent (100%) of its [accessories and supplies] for such equipment exclusively from ZOLL (collectively, the "Volume Commitment"). Customer shall provide ZOLL with interim reports at the end of each calendar quarter and a final report at the end of each calendar year setting forth the total amount of defibrillator equipment, accessories and supplies purchased by Customer from ZOLL or any other source in the prior quarter or year, as applicable. ZOLL may elect to terminate this Agreement if the Customer fails to submit any required interim or annual reports. If the Customer's final year-end report reveals that Customer did not meet its Volume Commitment for such year, Customer shall have thirty (30) days after receipt of written notice from ZOLL to cure its default through purchase of [defibrillator equipment, accessories and supplies] from ZOLL. If after such thirty (30) day period the Customer still has not met its Volume Commitment, then this Agreement shall automatically terminate. Upon termination of this Agreement, the Customer's pricing shall revert to the applicable pricing under the Underlying Agreement.
- 3) **Co-Marketing Discount:** In consideration for the discount pricing set forth in Exhibit B, the Customer agrees to provide the following value-added marketing services on behalf of ZOLL Medical. Customers shall use good faith efforts to provide ZOLL with the following services from time to time:
  - a) Use of Customer as a reference site to other ZOLL customers or potential customers.
  - b) The Agreement to work with ZOLL Medical on the evaluation of product and proposed product features by serving as a Customer Acceptance Trial Site.
- 4) **Agreement Pricing:** Product pricing offered under the terms of this agreement is set forth under Exhibit B Agreement Pricing.

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**Purchase Agreement**  
**[Defibrillator Capital Equipment and Accessories]**  
**Agreement No. LOC02244283**

- a) The original pricing set forth in this agreement will be subject to annual increases in ZOLL's sole discretion and could be based upon supply chain changes, economic conditions, epidemics/pandemics and/or natural disasters. These annual price increase will not exceed the greater of (a) 4%, or (b) the sum of the annual average of the previous 12 months Producer Price Index (PPI) (change in final demand less foods, energy and trade, unadjusted) published by the United States Department of Labor, Bureau of Labor Statistics plus 1.5 %. ZOLL will provide sixty (60) days' notice of any price increases.
  - b) ZOLL may, in its sole discretion, at any time or from time to time with thirty (30) days' prior written notification to Customer, add Products or remove Products from Schedule B. Schedule B shall be deemed amended as of the date of the notice.
  - c) The Price Schedule reflects certain discounts from ZOLL's standard list pricing in consideration for (i) the commitments made by Customer described in Section 3 of this Agreement ("Commitments"), and (ii) the co-marketing efforts to be undertaken by Customer as described in Section 4 ("Co-Marketing"). The Prices on the Price Schedule are contingent upon Customer fulfilling the Commitments and Co-Marketing.
- 5) **Terms of Payment:** Payment is due within thirty (30) days of the date on invoice. Any amounts payable hereunder which remain unpaid after the due date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.
  - 6) **Term of Agreement:** This Agreement shall expire three (3) years from the Effective Date.
  - 7) **Termination:** Either party may terminate this Agreement by delivering not less than sixty (60) days' prior written notice to the non-terminating party.
  - 8) **Confidentiality:** The parties shall hold in strictest confidence the terms of this Agreement and any information and material which is related to either Customer or ZOLL's business or is designated by either Customer or ZOLL as proprietary and confidential. It is understood that this confidentiality clause does not include information which: (i) is now or hereafter in the public domain through no fault of the party being provided the confidential information; (ii) prior to disclosure hereunder, is property within the rightful possession of the party being provided the confidential information; (iii) subsequent to disclosure hereunder, is lawfully received from a third party with no restriction on further disclosure; or (iv) is obligated to be produced under order of a court of competent jurisdiction, unless made the subject of a confidentiality agreement or protective order in connection with such proceeding. Customer and ZOLL hereby covenant that each shall not disclose such information to any third party without prior written authorization of the other.
  - 9) **Delivery and Risk of Loss:** Unless otherwise stated, all deliveries shall be **F.O.B.** shipping point, freight prepay & add. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

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**Purchase Agreement**  
**[Defibrillator Capital Equipment and Accessories]**  
**Agreement No. LOC02244283**

- 10) **Controlling Terms:** This Agreement sets forth the terms for ZOLL to sell to Customer the products contained herein. All sales made under this Agreement are expressly limited to the terms of this Agreement, including, but not limited to any conflicting written or oral representations made by either party. Any such representation shall be wholly inapplicable to any sale made pursuant to this Agreement and shall not be binding in any way on either party, unless mutually agreed and signed by the parties as an amendment to this Agreement.
- 11) **Credit Approval:** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL. ZOLL may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL.
- 12) **Taxes & Fees:** The pricing contained herein does not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay, in addition to the price, the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL with a tax exemption certificate acceptable to the taxing authorities.
- 13) **Warranty:** ZOLL warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period of five (5) year's for R Series and Hospital Transport X Series equipment & one (1) year for out- of-hospital X Series equipment. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the Equipment found by ZOLL to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply. ZOLL shall not be responsible for any Equipment defect, failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL, (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL, or (iii) any misuse or abuse of the Equipment, (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL, or (v) installation or wiring of the Equipment other than in accordance with ZOLL's instructions. Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 14) **Firmware Software License:** All firmware software ("Software") installed in the Equipment is licensed to Customer pursuant to a non-exclusive limited license on the terms hereinafter set forth. Customer may

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**Purchase Agreement**  
**[Defibrillator Capital Equipment and Accessories]**  
**Agreement No. LOC02244283**

not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. All rights in the Software remain the product of ZOLL, and Customer shall have no right or interest therein except as expressly provided herein. Customer's right to use the Software may be terminated by ZOLL in the event of any failure to comply with terms of this Agreement. Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. ZOLL warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 13. Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in this section, ZOLL MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Software.

- 15) **Delays in Delivery:** ZOLL shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of ZOLL including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL. In addition, ZOLL shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL may allocate available Equipment among its Customers on any reasonable and equitable basis. Delivery dates quoted under this agreement are approximate only and ZOLL shall not be liable for or shall the Agreement be breached by, any delivery by ZOLL within a reasonable time after such dates.
- 16) **Limitations Of Liability:** IN NO EVENT SHALL ZOLL BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF AGREEMENT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL OR OTHERWISE.
- 17) **Patent Indemnity:** ZOLL shall, at its own expense, defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL, provided that: (i) such alleged infringement consists only in the use of such Equipment or Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL immediate notice in writing of any such suit and permits ZOLL, through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL all requested information, assistance and authority at ZOLL's expense, to enable ZOLL to defend such suit. In the case of a final award of damages for infringement in any such suit, ZOLL will pay such award, but it shall not be responsible for any settlement made without its written

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**Purchase Agreement**  
**[Defibrillator Capital Equipment and Accessories]**  
**Agreement No. LOC02244283**

consent. This section states ZOLL's total responsibility and liability, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL be liable for any indirect, special, or consequential damages resulting from any such infringement.

- 18) **Claims for Shortage:** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within the ten (10) day period, the shipment shall be conclusively deemed to have been complete.
- 19) **Returns and Cancellation:** The Customer shall obtain authorization from ZOLL prior to returning any of the Equipment. Once the Customer receives authorization from ZOLL to return a product for credit; the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. Any change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.
- 20) **Applicable Law:** This Agreement shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.
- 21) **Compliance with Laws:** ZOLL represents that all goods and services delivered pursuant to the Agreement will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder and will obtain any permits required for such installation and use.
- 22) **Non-Waiver of Default:** In the event of any default by the Customer, ZOLL may decline to make further shipments without in any way effecting its right under such order. If, despite any default by Customer, ZOLL elects to continue to make shipments, its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL.
- 23) **Assignment:** This Agreement may not be assigned by either party without the prior written consent of the other party, and any assignment without such consent shall be null and void.
- 24) **Title:** Title to right of possession of the products sold hereunder shall remain with ZOLL until ZOLL delivers the Products to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL the right, without liability, to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

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**Purchase Agreement**  
**[Defibrillator Capital Equipment and Accessories]**  
**Agreement No. LOC02244283**

25) **Equal Employment Opportunity/Affirmative Action and Notice of Labor Rights:**

Seller shall, to the extent they apply, abide by (1) the requirements of 41 CFR §§ 60-1.4(a), 60-300.S(a) and 60-741.S(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability; (2) 29 CFR Part 471, Appendix A to Subpart A, and (3) E-Verify.

- 26) **General:** This constitutes the entire agreement between Customer and ZOLL with respect to the purchase and sale of the Products described herein, and only representations or statements contained herein shall be binding upon **ZOLL** as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon **ZOLL** unless made in writing and signed by a duly authorized representative of ZOLL. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Customer for the Products set forth in this Agreement.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Purchasing Agreement as of the date appearing below their respective signatures.

**ZOLL MEDICAL CORPORATION**


**City of El Paso**

Signed by:  
 By:   
38CC0FA442B3492...  
 Name: Kurt Sandstrom  
 Title: VP/General Manager EMS  
 Date: Jan 28, 2025

By: \_\_\_\_\_  
 Name: Claudia A. Garcia  
 Title: Director  
 Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

  
 Carlos L. Armendariz  
 Assistant City Attorney

\_\_\_\_\_  
 Claudia A. Garcia,  
 Director Purchasing & Strategic Sourcing

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**Purchase Agreement**  
**[Defibrillator Capital Equipment and Accessories]**  
**Agreement No. LOC02244283**

Please sign and return via e-mail, or mail to Contracts Department

E-MAIL: [Contracts@zoll.com](mailto:Contracts@zoll.com)

MAIL: ZOLL Medical Corporation

Worldwide Headquarters

Attn.: Contracts Department

269 Mill Road

Chelmsford, MA 01824-4105

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**Purchase Agreement**  
**[Defibrillator Capital Equipment and Accessories]**  
**Agreement No. LOC02244283**

**EXHIBIT A**

*List of Affiliates/Members*

<i>Name</i>	<i>Address</i>	<i>Customer Number</i>
Dominion Ambulance	155 N San Marcial St, El Paso, TX 79905	148141
Elite Medical Transport	1000 Texas Ave, El Paso, TX 79901	118721
Emergent Air	7201 Boeing Dr, El Paso, TX 79925	290948
Life Ambulance	5720 Trowbridge Dr Suite B, El Paso, Texas 79925	316275

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# Purchase Agreement

## [Defibrillator Capital Equipment and Accessories]

### Agreement No. LOC02244283

#### EXHIBIT B

Agreement Pricing

ITEM	ITEM SHORT DESCRIPTION	UOM	Proposed Price
20100000101011010	AED PLUS, PS SERIES, W/PA CVR. LCD, NO VOICE RCDG, 60HZ, DMST	EA	1,986.28
20100000102011010	AED PLUS, PS SERIES, W/AED CVR, LCD, NO VOICE RCDG, ENGLISH	EA	1,986.28
20100010102011320	ZOLLAED PLUS, PS SERIES, LCD, NO VOICE RCDG, W/BATTERIES, FED GOVT VALUE PKG	EA	2,149.48
20600000101011010	AED PLUS, PS SERIES W/BASIC CVR, LCD, NO VOICE RCDG, ENG	EA	1,986.28
20600001101011010	AED PLUS, PS SERIES W/BASIC CVR. LCD, VOICE RCDG, ENGLISH	EA	2,057.68
20700000101011010	AED PLUS, PS SERIES W/BASIC CVR, LCD, NO VOICE RCDG, ENG	EA	1,986.28
20700001101011010	AED PLUS, PS SERIES W/BASIC CVR. LCD, VOICE RCDG, ENG	EA	2,057.68
21400710702011010	AED PLUS, PS SERIES, FULLY AUTOMATIC, W/AED CVR, LCD, NO VOICE RCDG, 60HZ ENG	EA	1,986.28
22300700701011010	AED PLUS, PS SERIES, FULLY AUTOMATIC, W/PS CVR. LCD, NO VOICE RCDG, DMST	EA	1,986.28
22300700702011010	AED PLUS, PS SERIES, FULLY AUTOMATIC, W/PA CVR, LCD NO VOICE RCDG, DMST	EA	1,986.28
90110200499991010	AED PRO, SEMI AUTO W/MNL OVERRIDE, NO BATTERY, NO ELECTRODES	EA	J,695.12
90110200499991300	AED PRO, SEMI AUTOW/MNL OVERRIDE, NO VOICE, AW	EA	4,030.36
90110400499991010	AED PRO, SEMI AUTOMATIC ONLY, NO BATTERY, NO ELECTRODES	EA	J,695.12
90110600499991010	AED PRO, MANUAL ONLY, NO VOICE, LCD ENGLISH	EA	J,695.12
93010340499991010	AED PRO, SEMI-AUTO/MANUAL. (1 CPR-IPADI, CARRY CASE	EA	J,766.52
8502-001103-01	BLS, ZOLLAED 3, ENGLISH, AHA	EA	J,474.72
8508-001103-01	BLS, ZOLLAED3, ENGLISH, AHA	EA	J,474.72
8509-001103-01	BLS, W/O CARRY CASE, ZOLLAED J., ENGLISH, AHA	EA	J,474.72
8531-001101-01	SEMI-AUTOMATIC, ZOLLAED 3, AED ONLY, ENGLISH, AHA	EA	2,952.72
8562-001106-01	BLS, AVIATION, ZOLLAED 3, ENGLISH, AHA	EA	3,550.32
8700c000902-01	AUTOPULSE STARTER KIT - MILITARY	EA	16,867.25
8700c001003-01	EMS NXT STARTER KIT. ENGLISH	EA	22,043.80
8700*001070-01	AUTOPULSENXT PLATFORM, ENGLISH	EA	16,421.70
8700c07*.0c01	AUTOPULSE, PLATFORM, RESUSCITATION SYSTEM, EMS, ENGLISH	EA	14,250.00
12-0823-000	RESQPUMP ACD-CPD DEVICE	EA	1,336.41
12-0825-000	RESQCPR SYSTEM	EA	1,610.76
601-2120011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/INTERP, ECG, NIBP, SPO2, CPR EXPANSIO	EA	29,515.98
601-2120111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, NIBP, CP	EA	32,992.44
601-2120112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, NIBP, CP	EA	32,992.44
601-2120211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, TEMP, NI	EA	33,952.62
601-2120212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, TEMP, NI	EA	32,952.62
601-2121011-01	X SERIES MONITOR/DEFIBRILLATOR, 12 LD W/INTERP, ECG, NIBP, SPO2, CPR EXPANSIO	EA	34,474.44
601-2121101-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, (	EA	34,438.56
601-2121102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, (	EA	34,438.56
601-2121111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, t	EA	37,808.16
601-2121211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, (	EA	38,766.78
601-2121212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, (	EA	38,766.78
601-2130011-01	X SERIES, MONITOR/DEFIBRILLATOR. 12 LO W/INTERP, ECG, NIBP, SPO2, SPCO CPR EXP	EA	32,240.52
601-2130111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, BVM, N	EA	35,638.98
601-2130112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEAD W/INTERP, SPO2, SPCO, BVM, N	EA	35,638.98
601-2130211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, BVM, TI	EA	36,597.60
601-2130212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEAD W/INTERP, SPO2, SPCO, BVM, TI	EA	36,597.60
601-2131011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LD W/INTERP, ECG, NIBP, SPO2, SPCO CPR EXP	EA	37,200.54

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# Purchase Agreement

## [Defibrillator Capital Equipment and Accessories]

### Agreement No. LOC02244283

601-2131111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, SPO2, SPCO, ETCO2	EA	40,453.14
601-2131112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, SPO2, SPCO, ETCO2	EA	40,453.14
601-2220010-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LO WI INTERP, ECG, PACING, NIBP, SPO2, DMST	EA	31,059.60
601-2220011-01	X SERIES, MONITOR/DEFIBRILLATOR 12 LO WI INTERP, ECG, PACING, NIBP, SPO2, CPR EX	EA	32,047.08
601-2220111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, PACE, SPO2 BVM, NI	EA	35,451.00
601-2220112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, PACE, SPO2 BVM, NI	EA	35,451.00
601-2220211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, PACE, SPO2 BVM, TE	EA	36,410.40
601-2220212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, PACE, SPO2 BVM, TE	EA	36,410.40
601-2220411-01	X SERIES, MONITOR/DEFIBRILLATOR 12 LO WI INTERP, ECG, PACING, NIBP, SPO2, TEMP C	EA	33,035.34
601-2220511-01	X SERIES, MONITOR/DEFIBRILLATOR 12 LO WI INTERP, ECG, PACING, NIBP, SPO2, IBP/TE	EA	35,765.34
601-2221010-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LO WI INTERP, ECG, PACING, NIBP, SPO2, ETCO2,	EA	36,018.06
601-2221011-01	X SERIES, MONITOR/DEFIBRILLATOR 12 LO WI INTERP, ECG, PACING, NIBP, SPO2, CPR EX	EA	37,007.10
601-2221101-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, PACE, SPO2 ETCO2,	EA	36,896.34
601-2221102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEAD WINTERP, PACE, SPO2 ETCO2,	EA	36,896.34
601-2221111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, PACE, ETCO2, NIBP,	EA	40,265.16
601-2221112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEAD WINTERP, PACE, SPO2 ETCO2,	EA	40,265.16
601-2221211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, PACE, ETCO2, NIBP,	EA	41,223.78
601-2221212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEAD WINTERP, PACE, SPO2 ETCO2,	EA	41,223.78
601-2221411-01	X SERIES, ALS, 12 LO, PACE, SPO2, ETCO2, TEMP, NIBP, CPR EXTENDED, DMST	EA	37,993.80
601-2221511-01	X SERIES MONITOR/DEFIBRILLATOR W/PACING, 12 LEAD WINTERP, SPO2, NIBP, IBP/TEMP	EA	40,724.58
601-2230011-01	X SERIES, MONITOR/DEFIBRILLATOR 12 LO WI INTERP, ECG, PACING, NIBP, SPO2, SPCO, I	EA	34,772.40
601-2230111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEAD WINTERP, PACE, SPO2 SPCO,	EA	38,096.76
601-2230112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, PACE, SPO2 SPCO,	EA	38,096.76
601-2230411-01	X SERIES, MONITOR/DEFIBRILLATOR 12 LEAD WINTERP, ECG, PACING, NIBP, SPO2, SPCO,	EA	35,760.66
601-2230511-01	X SERIES, MONITOR/DEFIBRILLATOR 12 LEAD WINTERP, ECG, PACING, NIBP, SPO2, SPCO,	EA	38,489.88
601-2231001-01	X SERIES, MONITOR/DEFIBRILLATOR 12 LO WI INTERP, ECG, PACING, NO NIBP, SPO2, SPC	EA	36,261.42
601-2231011-01	X SERIES, MONITOR/DEFIBRILLATOR, 12 LO WI INTERP, ECG, PACING, NIBP, SPO2, SPCO, I	EA	39,731.64
601-2231101-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEAD WINTERP, PACE, SPO2 SPCO,	EA	39,542.88
601-2231102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, PACE, SPO2 SPCO,	EA	39,542.88
601-2231111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEAD WINTERP, PACE, ETCO2, NIBP,	EA	42,910.14
601-2231112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, PACE, SPO2 SPCO,	EA	42,910.14
601-2231211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEAD WINTERP, PACE, ETCO2, NIBP,	EA	43,869.54
601-2231212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, PACE, SPO2 SPCO,	EA	43,869.54
601-2231411-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD WINTERP, PACING NIBP, SPO2, SPCO, TEMP	EA	40,719.90
601-2231511-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD WINTERP, PACING NIBP, SPO2, SPCO, IBP/T	EA	43,449.12
601-2240010-01	X SERIES, MONITOR/DEFIBRILLATOR 12 LO WI INTERP, ECG, PACING, NIBP, SPO2, SPCO,	EA	36,122.58
601-2240011-01	X SERIES, MONITOR/DEFIBRILLATOR 12 LO WI INTERP, ECG, PACING, NIBP, SPO2, SPCO,	EA	37,110.84
601-2240511-01	X SERIES, MONITOR/DEFIBRILLATOR. 12 LO WI INTERP, ECG, PACING, NIBP, SPO2, SPCO,	EA	40,829.10
601-2241010-01	X SERIES, MONITOR/DEFIBRILLATOR 12 LO WI INTERP, ECG, PACING, NIBP, SPO2, SPCO,	EA	41,082.60
601-2241011-01	X SERIES, MONITOR/DEFIBRILLATOR 12 LO WI INTERP, ECG, PACING, NIBP, SPO2, SPCO,	EA	42,069.30
601-2241111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, PACE, ETCO2, NIBP,	EA	45,181.50
601-2241112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEAD WINTERP, PACE, SPO2 SPCO,	EA	45,181.50
601-2241211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD WINTERP, PACE, ETCO2, NIBP,	EA	46,140.12
601-2241212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEAD WINTERP, PACE, SPO2 SPCO,	EA	46,140.12
601-2241411-01	X SERIES, ALS, 12 LO, PACE, SPO2, SPCO, SPMET. ETCO2, TEMP, NIBP, CPR EXTENDED, DI	EA	43,057.56
601-2241511-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD WINTERP, PACING NIBP, SPO2, SPCO, SPMF	EA	45,787.56

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**[Defibrillator Capital Equipment and Accessories]**  
**Agreement No. LOC02244283**

601-2261111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEAD W/INTERP, PACE, SPO2 SPCO,	EA	47,720.40
601-2261112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2 SPCO,	EA	47,720.40
601-2261511-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEADIW INTERP, PACING NIBP, SPO2, SPHB SPOC	EA	48,402.90
601-2271011-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEADIW INTERP PACING NIBP SPO2 SPHB SPOC	EA	47,023.86
601-2271111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12-LEAD W NTERP, PACE SPO2, SPCO,	EA	49,990.20
601-2271112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12-LEAD W NTERP, PACE SPO2, SPCO,	EA	49,990.20
601-2271211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEAD W/INTERP, PACE, ETCO2, NIBP,	EA	50,948.82
601-2271511-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEADIW INTERP, PACING NIBP, SPO2, SPHB SPOC	EA	50,742.12
601-2421211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEADIW INTERP, PACE, AUDIO, SPO2,	EA	42,954.60
601-2431111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, AUDIO, SPO2,	EA	44,640.96
601-2431112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12-LEAD W NTERP, PACE, AUDIO, SPO2,	EA	44,640.96
601-2431211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, AUDIO, SPO2,	EA	45,599.58
601-2431212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR. 12 LEAD W/INTERP, PACE, SPO2 SPCO,	EA	45,599.58
8900-000861-01	PEDI-PADZ II TRAINING ELECTRODES (6/CASE)	EA	116.07
8900-0803*01	TRAINING CPR-□ REPLACEMENT GEL 5/CASE	EA	53.29
8900*0807-01	CPR-□ ACCESSORY KIT, SINGLE	EA	18.98
8900c0808c01	CPR-D ACCESSORY KIT (PIN 8900-0807-01), 50/CASE	CS	744.60
8900-0809*01	CPR-□ DEMO REPLACEMENT PADZ	EA	64.24
8900-0400	CPR STAT-PADZ ELECTRODE #/N 8900-04021, 8/CASE	CS	546.77
8900*0801-01	STAT-PADZ II ELECTRODE, SINGLE	EA	53.29
8900c0802c01	STAT-PADZ II ELECTRODE (PIN 8900-0801-011, 12/CASE	CS	443.11
8900-0805-01	STAT-PADZ II TRAINING ELECTRODES	EA	110.96
8900-000268	AED 3 UNI-PADZ DEFIB TEST CABLE KIT	EA	76.65
8900*0402	CPR STAT-PADZ ELECTRODE, SINGLE	EA	82.49
8900*0800-01	CPR-D-PADZ ONE PIECE ELECTRODE PAD WITH REAL CPR HELP	EA	162.79
8900-0810*01	PEDI-PADZ II ELECTRODES- ONE PAIR	EA	109.50
8900-5007	CPR-D DEMO ELECTRODES W/CABLE	EA	1H.15
8700*0706*01	LIFEBAND 3 PACK	PKG	486.40
8300*000201-30	MICROSTREAM ADVANCE ADULT ORAL-NASAL CO2 FILTER LINE WITH O2 TUBING, SHORT	EA	290.54
12-0242-000	RESQPOD IT □ 10	EA	137.64
12-0242-030	RESQPOD IT □ 10, MIL-SKU	EA	13764
12-0586-000	SUCTION CUP FOR ACD* CPR DEVICE	EA	51.15
12-082.2-000	RESQPOD IT □ 16, US	EA	13764
12-2394-000	RESQPAD	EA	36.27
8000-000130	RD SET ADULT CSI.3, SoO2 ADHESIVE SENSORS, 3 Ft. 20/BOX fREF 44751	BOX	302.2.2
8000*000131	RD SET PEDIATRIC CSI.3, SD02 ADHESIVE SENSORS, 3 Ft. 20/BOX (REF 44761	BOX	348.94
8000*000132	RD SET INFANT CS 3, SoO2 ADHESIVE SENSORS, 3 Ft. 20/BOX (REF 4477)	BOX	413.91
8000-000133	RD SET NEONATAL CSI.3, SD02 ADHESIVE SENSORS, 3 Ft. 20/BOX (REF 4478)	BOX	4H.91
8000-000134	RD SET NEONATAUPRETERM CSI.3, SoO2 ADHESIVE SENSORS, 3 Ft. 20/BOX (REF: 4479)	BOX	461.36
8000*0324	LNCS NEOPT-3 NEONATAL SP02 ADHESIVE SENSOR rBOX OF 20\, fREF 9355-0324, 2321\	EA	461.36
8000*0642	NEONATAL DISPOSABLE CUFFS SIZE 3 16.0-11.0 CM\ (20 PER BOX\	EA	93.44
8000c0643	NEONATAL DISPOSABLE CUFFS SIZE 4 r1.0-13.0 CM\ (20 PER BOX\	EA	186.88
8000-0644	NEONATAL DISPOSABLE CUFFS SIZE 5 18.0 -15.0 CM\ f20 PER BOX\, fREF 9355-0644, 2126	EA	101a.66
8300c0797c01	KIT, NEONATAL CUFF KIT. ONE OF EACH SIZE #1-5, SINGLE TUBE W/MALE LUER CONNECT(	EA	25.55
89Q0c0Q0219-01	ONESTEP PEDIATRIC CPR ELECTRODE, SINGLE	EA	86.14

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8900-000220-01	ONESTEP PEDIATRIC CPR ELECTRODE (PIN 8900-000219-01), 8/CASE	EA	634.37
8900-0004	4 ECG RECTANGULAR ELECTRODES, 10 SHELF CARTONS/ CASE (480)	EA	94.17
8900-0005	5 ECG RECTANGULAR ELECTRODES, 10 SHELF CARTONS/ CASE (500)	EA	97.82
8900-0006	6 ECG RECTANGULAR ELECTRODES, 10 SHELF CARTONS/ CASE (600)	EA	117.53
8900-0180	TRAINING ONESTEP ELECTRODE W/CABLE	EA	136.51
8900-0185	TRAINING ONESTEP REPLACEMENT ELECTRODE (8 PER CASE)	CS	97.09
8900-0190	TRAINING CPR STAT-PADZ ELECTRODE W/CABLE	EA	87.60
8900-0195	TRAINING CPR STAT-PADZ REPLACEMENT PADS	CS	78.11
8900-0240-01	TRAINING ONESTEP CPR AA ELECTRODE W/CABLE	EA	136.51
8900-0245-01	TRAINING ONESTEP AA REPLACEMENT ELECTRODES, 8/CASE	CS	97.09
8900-0700	30 ECG RECTANGULAR ELECTRODES, 20 POUCHES/ CASE (600)	CS	112.42
8900-0701	30 ECG 1.5" ROUND ELECTRODES, 20 POUCHES/ CASE (600)	CS	112.42
8900-0703	30 ECG 2" ROUND ELECTRODES, 20 POUCHES/ CASE (600)	CS	112.42
8900-0704	30 ECG 1.5" ROUND RADIOTRANSLUCENT ELECTRODES, 10 POUCHES/ CASE (300)	CS	56.94
8900-0706	30 ECG SQUARE ELECTRODES, 20 POUCHES/ CASE (600)	CS	112.42
8900-0709	4 PEDIATRIC ECG 1.5" ROUND ELECTRODES, 10 SHELF CARTONS/ CASE (480)	CS	107.31
8900-1003-01	3 PEDIATRIC ECG 1.5" ROUND ELECTRODES, 10 SHELF CARTONS/ CASE (300)	EA	63.51
8900-2061	PEDI-PADZ MULTI-FUNCTION ELECTRODE, SINGLE	EA	54.02
8900-2065	PEDI-PADZ MULTI-FUNCTION ELECTRODE (PIN 8900-2061), 6/CASE	CS	221.92
8900-2302-01	PRO-PADZ BIPHASIC ELECTRODE, SINGLE	EA	47.45
8900-2303-01	PRO-PADZ BIPHASIC ELECTRODE (8900-2302-01), 12/CASE	CS	393.47
8900-3000-01	PEDI-PADZ SOLID GEL ELECTRODE (8900-3001-01), 6/CASE	CS	221.92
8900-3001-01	PEDI-PADZ SOLID GEL ELECTRODE, SINGLE	EA	54.02
8900-4003	STAT-PADZ ELECTRODE (8900-4004), 12/CASE	CS	446.03
8900-4004	STAT-PADZ ELECTRODE, SINGLE	EA	51.83
8000-0320	LNCS DISPOSABLE ADULT SP02 SENSORS (20 PER BOX), (REF 9355-0320, 1859)	EA	302.22
8000-0321	LNCS DISPOSABLE PEDIATRIC SP02 SENSORS (20 PER BOX), (REF 9355-0321, 1860)	EA	148.94
8000-0322	LNCS INF-3, INFANT SP02 ADHESIVE SENSOR (BOX OF 20), (REF 9355-0322, 2119)	EA	413.91
001739-U	PAPER, CHART 40MM, WHITE, BOX-3RL	EA	18.98
8000-000101	RD SET E1 ADULT SP02 EAR SENSOR, 3FT /REF 4015	EA	396.39
8000-000103	RD SET PEDI ADV PARAMETERS SPHB, SPHB, SPMET, SPOC (REF 4027)	EA	1,019.08
8000-000104	RD SET ADULT ADV PARAMETERS SPHB, SPMET, SPOC, PVI (REF 4026)	EA	1,019.08
8000-000106	RD RAINBOW NEONATE Si SoCO ADHESIVE SENSOR, 10/BOX (REF 4037)	BOX	646.78
8000-000200	CUFF, BLOOD PRESSURE, SIZE-01 NEONATE SOFT DISPOSABLE, 1 TUBE, FEMALE SNAPO	EA	81.76
8000-000201	CUFF BLOOD PRESSURE, SIZE-02 NEONATE SOFT DISPOSABLE, 1 TUBE, FEMALE SNAPO	EA	86.87
8000-000202	CUFF BLOOD PRESSURE, SIZE-03 NEONATE SOFT DISPOSABLE, 1 TUBE, FEMALE SNAPO	EA	91.25
8000-000203	CUFF BLOOD PRESSURE, SIZE-04 NEONATE SOFT DISPOSABLE, 1 TUBE, FEMALE SNAPO	EA	95.63
8000-000204	CUFF BLOOD PRESSURE, SIZE-05 NEONATE SOFT DISPOSABLE, 1 TUBE, FEMALE SNAPO	EA	100.01
8000-000456	MASIMO SINGLE PATIENT EAR SENSOR, LNCS E1, BOX OF 10, (REF 9355-000456, 2918)	EA	396.39
8000-000816	RD RAINBOW SET-2 INFANT ADHESIVE SENSOR, 10/BOX (REF 4028)	BOX	1,019.08
8000-000817	RD RAINBOW SET-2 ADULT/NEONATE ADHESIVE SENSOR, 10/BOX (REF 4029)	BOX	1,019.08
8000-000818	RD RAINBOW ADULT Bi SoCO ADHESIVE SENSOR, 10/BOX (REF 4034)	BOX	646.78
8000-000819	RD RAINBOW PEDIATRIC Si SoCO ADHESIVE SENSOR, 10/BOX (REF 4035)	BOX	739.49
8000-000875-01	PAPER, THERMAL, 80MM ROLL, TSI, BPA-FREE (BOX OF 6)	BOX	23.36
8000-000876	RD RAINBOW INFANT Si SoCO ADHESIVE SENSOR, 10/BOX (REF 4036)	BOX	739.49

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# Purchase Agreement

## [Defibrillator Capital Equipment and Accessories]

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8000-000876-01	PAPER, THERMAL, 80MM ROLL, TSI. W/GRID, BPA-FREE (BOX OF 6)	BOX	23.36
8000-0640	NEONATAL DISPOSABLE CUFFS SIZE 1 [3.0-6.0 CM] [20 PER BOX], [REF 9355-0640, 2121]	EA	83.95
8000-0641	NEONATAL DISPOSABLE CUFFS SIZE 2 [4.0-8.0 CM] [20 PER BOX], [REF 9355-0641, 2122]	EA	89.79
8000-0674	REUSABLE TEMPERATURE SENSOR ADAPTER CABLE, [REF: 9355-0674, 861517RJ]	EA	60.59
8300-000200	MICROSTREAM ADVANCE ADULT ORAL-NASAL CO2 FILTER LINE WITH O2 TUBING, SHORT	EA	446.76
8300-000202	MICROSTREAM ADVANCE PEDIATRIC ORAL-NASAL CO2 FILTER LINE, SHORT TERM USE B	EA	302.22
8300-000203	MICROSTREAM ADVANCE PEDIATRIC ORAL-NASAL CO2 FILTER LINE WITH O2 TUBING, SHC	EA	499.32
8300-000204	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, EXTENDED DU	EA	682.55
8300-000205-30	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, HIGH HUMIDIT	EA	378.14
8300-000206	MICROSTREAM ADVANCE NEONATAL-INFANT INTUBATED CO2 FILTER LINE, EXTENDED DL	EA	565.02
8300-000207	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, HIGH HUMIDIT	EA	865.05
8300-000208	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, SHORT TERM I	EA	349.67
8300-000209-30	MICROSTREAM ADVANCE ADULT-PEDIATRIC INTUBATED CO2 FILTER LINE, SHORT TERM I	EA	229.22
8300-000210	MICROSTREAM ADVANCE ADULT ORAL-NASAL CO2 FILTER LINE WITH O2 CONNECTOR. S	EA	270.83
SOFT-07-2MO	INFANT CUFF, 9-13CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	162.79
SOFT-08-2MO	SMALL CHILD CUFF, 12-16CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	162.79
SOFT-09-1MO	CHILD CUFF, 15-21CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	154.76
SOFT-09-2MO	CHILD CUFF, 15-21CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	162.79
SOFT-10-1MO	SMALL ADULT CUFF, 20-26CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	173.01
SOFT-10-2MO	SMALL ADULT CUFF, 20-26CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	181.77
SOFT-11-2MO	ADULT CUFF, 25-34CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	181.77
SOFT-11L-2MQ	ADULT LONG CUFF, 25-34CM, DOUBLE TUBE W/TWIST LOCK CONNECTOR (20/CS)	CS	210.24
SOFT-12-1MO	LARGE ADULT CUFF, 32-43CM, SINGLE TUBE W/TWIST-LOCKCONNECTOR (20/CS)	CS	173.01
SOFT-12-2MO	LARGE ADULT CUFF, 32-43CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	181.77
SOFT-12L-2MQ	LARGE ADULT LONG, 32-43CM, DOUBLE TUBE W/TWIST LOCK CONNECTOR (20/CS)	CS	210.24
SOFT-13-1MO	THIGH CUFF, 40-55CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	228.49
SOFT-13-2MO	THIGH CUFF, 40-55CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR (20/CS)	CS	246.74
8000-001128	FLOWTUBE, ACCUVENT. BOX OF 10	EA	581.81
8000-0375-01	KIT SOFTCASE, AED PLUS TRANER2	EA	76.65
8000-0802-01	REPLACEMENT SOFTCASE	EA	97.82
8000-0807-01	TYPE 123 LITHIUM BATTERIES	PKG	70.81
8000-0819-01	SIMULATOR / TESTER	EA	214.62
8000-0822	TRANER US AC ADAPTER	EA	49.64
8008-000052-01	TRAINER2, AED PLUS, AHA ENGLISH FULLY AUTOMATIC	EA	340.91
8008-0006-01	AED PLUS, TRAVEL TRANER, [REF 9355-0015-01]	EA	358.43
8008-0050-01	AED PLUS TRAINER2 UNIT	EA	340.91
9650-0300-01	OPERATOR'S GUIDE	EA	21.17
9650-0301-01	MANUAL, ADMINISTRATORS, ZOLLAED PLUS, WITH CPR. ENGLISH	EA	21.17
9650-0851-01	VIDEO, FIRST RESPONDERS AED PLUS	EA	24.82
9658-0413-01	DVD, SETUP AND PRACTICE VIDEOS, AED PLUS	EA	9.49
8000-0815	USB/IRDA ADAPTER, [REF 9355-0807, ACT-IR2000-UL, ACT-IR2002UU]	EA	97.82
8000-0816	RS-232 IRDAADAPTER, [REF 9355-0808, ACT-IR220L+]	EA	97.82
8900-0804-01	TRAINING CPR-□PADZ ELECTRODE, WITH 1 PAIR REP. GEL	CS	81.03
8000-0810-01	AED PRO SOFT CARRY CASE	EA	97.82
8000-0829-01	AED PRO SIMULATOR	EA	310.25

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8000c0832*01	AED PRO MOLDED VINYL CARRY CASE WITH SPARE BATTERY COMPARTMENT	EA	154.76
8000-0838	AED PRO ECG CABLE AAMI	EA	148.92
8000*0843*01	CD-ROM, ZOLL ADMINISTRATION SOFTWARE (P&S), AED PRO	EA	26.28
8000*0860-01	AED PRO NON-RECHARGEABLE LITHIUM BATTERY PACK	EA	148.92
8000*0860-30	KIT, BATTERY PACK, DISPOSABLE, LITHIUM, CLASS 9, AED PRO (AW)	EA	18761
8000-0875-32	AED PRO HARD CASE WITH FOAM CUT-OUTS (PELICAN)	EA	219.75
9650c0309*01	AED PRO SERVICE MANUAL	EA	51.83
9650*0350-01	AED PRO REPLACEMENT OPERATOR GUIDE	EA	26.28
8019c0535-01	SUREPOWER RECHARGEABLE LITHIUM ION BATTERY PACK	EA	705.91
8000-000696	ZOLLAED 3 BATTERY PACK	EA	142.35
8000-000925	ZOLLAED SIMULATOR	EA	364.27
8000*001250	ZOLLAED 3 CARRY CASE	EA	107.31
8000-001251	POUCH, BATTERY, ZOLLAED 3	EA	18.98
8000-001252	SHOULDER STRAP, CARRY CASE, ZOLL AED 3	EA	13.87
8000-001253	SMALL RIGID PLASTIC CARRY CASE, ZOLLAED 3	EA	250.39
8000*001254	LARGE RIGID PLASTIC CARRY CASE, ZOLLAED 3	EA	364.27
8000-001255	BRACKET, WALL MOUNT, ZOLL AED 3	EA	48.91
8000-002008	ZOLL AED 3 TRAINING POWER ADAPTER, NORTH AMERICA	EA	235.06
8000-0804-01	KIT, CABLE ADAPTER, UNIVERSAL ZOLLAED PLUS	EA	9782
8700*000764-01	AUTOPULSE TRAINING SYSTEM-LI-ION	EA	9,584.55
8700-000850-40	AUTOPULSE QUICK CASE, BLUE	EA	643.15
8700-001012-01	AUTOPULSE NXT LI-ION BATTERY	EA	1,422.15
8700-001017-01	AUTOPULSE NXT SHOULDER RESTRAINT	EA	82.65
8700*001018-01	AUTOPULSE NXT QUICK CASE	EA	749.55
8700-001022-01	AUTOPULSE NXT HYGIENE BARRIER (3 PACK)	EA	33.25
8700-001071-01	AUTOPULSE NXT CHARGER, NORTH AMERICA	EA	3,214.80
8700-001090-01	AUTOPULSE NXT BAND (3 PACK)	PKG	36765
8700*001091-01	AUTOPULSE NXT BAND (6 PACK)	PKG	711.55
8700-0704*01	BATTERY CHARGER POWER CORD	EA	12.35
8700-0707*01	LIFEBAND TRAINER	EA	422.75
8700*0708*01	AUTOPULSE GRIP STRIPS	PKG	18.05
8700*0709*01	AUTOPULSE SHOULDER RESTRAINT	EA	74.10
8700-0710*01	AUTOPULSE HEAD IMMOBILIZER (5 PER PACKAGE)	PKG	73.15
8700-0711H1	AUTOPULSE BACKBOARD CABLE TIES	PKG	91.20
8700*0712-01	AUTOPULSE SOFT STRETCHER	EA	167.20
8700*0717-01	AUTOPULSE HYGIENE BARRIER- ONE EACH.	EA	16.15
8700-0718*01	AUTOPULSE MANIKIN	EA	241.30
8700*0752*01	AUTOPULSE LI-ION BATTERY	EA	1,070.65
8700*0753-01	AUTOPULSE MULTI-CHEMISTRY BATTERY CHARGER	EA	2,974.45
9658-0716*01	AUTOPULSE IN-SERVICE TRAINING VIDEO (DVD)	EA	25.65
12-0869-000	RESOCPR DEMO KIT	EA	75.33
12-0935-000	RESOCPR CARRYING CASE	EA	75.33
12-2116-000	MANIKIT	EA	199.02
12-2507-000	RESOCPR TRAINING KIT	EA	865.83
8000-0100	POWER CORD HOSPITAL NORTH AMERICA	EA	59.13

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## [Defibrillator Capital Equipment and Accessories]

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8000c0298	LNCS REUSABLE SP02 PATIENT CABLE (4 FT), (REF 9355-0298, 20171	EA	210.24
8000-000105	RO SET OBI ADULT SOFT SENSOR, 3 FT (REF 4052)	EA	312.44
8000-001814	RO SET OCI ADULT SPO2 SENSOR, 3 FT	EA	275.21
8000*001815	RO SET OCI-P, PEDIATRIC/SLENDER DIGIT REUSABLE SPO2 SENSOR, 3 FT	EA	326.31
8000*0053	DEFIBRILLATOR GEL-12 TUBES	CS	7373
8009*0020	CPR-0 PADZ CONNECTOR FOR R SERIES ONESTEP CABLE	EA	359.89
8009-0751*01	SIMULATOR, SEETHRU CPR	EA	456.98
8050*0030*01	SUREPOWER CHARGING STATION	EA	2,219.20
8050c0032*01	SUREPOWER CHARGER BATTERY WELL SPACER	EA	21.17
8200-000100-01	SINGLE BAY CHARGER DOMESTIC	EA	922.72
8300-000006	DC AUXILIARY POWER SUPPLY, PROPAOJX	EA	1,476.06
8300*0250-01	CHARGER ADAPTER SUREPOWER II BATTERY	EA	289.08
8300-0500-01	4 BAY SUREPOWER CHARGER W/4 CHARGER ADAPTERS	EA	2,520.69
8000-0294	LNCS ADULT REUSABLE SP02 SENSOR (REF:9355-0294, 1863)	EA	275.21
8000-000151	RO RAINBOW SET M020-04, EMS, PATIENT CABLE, 4 Ft (REF 47921	EA	228.49
8000*000205	HOSE, BLOOD PRESSURE CUFF, INFANT NED, 8 FT, WITH ISO CONNECTOR	EA	113.88
8000-000313	TEMPERATURE PROBE, ESOPHAGEAURECTAL, REUSABLE, ADULT	EA	116.80
8000-000314	TEMPERATURE PROBE, ESOPHAGEAURECTAL, REUSABLE, PEDIATRIC	EA	6716
8000-000393-01	X SERIES CARRY CASE, PREMIUM	EA	646.78
8000*000404-01	CARRY CASE REAR BAG, X SERIES	EA	25.55
8000-000405-01	CARRY CASE SHOULDER STRAP, X SERIES	EA	12.41
8000-000493	ANTENNA ULTRA-WIOEBANO.4G/3G/2G	EA	47.45
8000-000860	LNCS-11RAINBOW DCI 8; SoHJ, SC-400, ADULT SENSOR, 3 FT, 1/BOX (REF 40591	BOX	1,668.78
8000*000861	LNCS-11RAINBOW DCIP BI, SPHB, SC-400, PEDIATRIC SENSOR, 3 FT, 1/BOX (REF: 40621	BOX	1,668.78
8000-000862	LNCS-11RAINBOW DCI 8; SPCOAOLT SENSOR, 3 FT, 1/BOX (REF 40671	BOX	824.17
8000-000863	LNCS-11RAINBOW DCIP 8; SPCO PEDIATRIC SENSOR, 3 FT, 1/BOX [REF: 40681	BOX	824.17
8000-000874	ETHERNET ADAPTER, PROPAO MD	EA	928.56
80QQc000903-01	AUX PWR. BREAKOUT CABLE, X SERIES	EA	109.50
8000-001392	RAINBOW RC-4 4FT REUSABLE EMS PATIENT CABLE (REF 4481)	EA	228.49
8000-001465	RAINBOW DCI SC-200, PEDIATRIC REUSABLE FINGER SENSOR, 3FT, SoHb, SoO2, SoMet	EA	832.93
8000*001701	RD RAINBOW SET MD20-05, PATIENT CABLE, 5 FT	EA	228.49
8000*001702	RD RAINBOW SET MD20-12, PATIENT CABLE, 12 FT	EA	275.21
8000-002005-01	CABLE SLEEVE PROPAO IX SERIES, ZOLL BLUE	EA	4599
8000-0246-30	8 FT PULSE OX PATIENT CABLE	EA	244.55
8000*0304	POWER CORD, 120/60HZ W/FERRITE, DMST	EA	34.31
8000*0308-30	CABLE MFG, MILITARY	EA	128.48
8000-0330	RED LNC-4, 4FT REUSABLE PATIENT GABLE, (REF 9355-0330, 2055)	EA	275.21
8000-0331	RED LNC-10, 10FT REUSABLE PATIENT CABLE, (REF 9355-0331, 2056)	EA	321.20
8000*0332	RED DCI-DC3, 3FT ADULT REUSABLE PATIENT CABLE/SENSOR, (REF 9355-0332, 20531	EA	321.20
8000*0333	RED DCIP-DC3, 3FT PEDIATRIC REUSABLE PATIENT CABLE/SENSOR, (REF 9355-00033.J.,	EA	367.92
8000-0335	RED DCIP-DC12, 12FT PEDIATRIC REUSABLE PATIENT CABLE/SENSOR, (REF 9355-0335, 2	EA	600.06
8000-0343	RAINBOW DCI-DCB, BFT ADULT REUSABLE PATIENT CABLE/SENSOR, (REF 9355-0343, 240	EA	832.93
8000*0345	RAINBOW DCIP-DC8, 8FT PEDIATRIC REUSABLE PATIENT CABLE/SENSOR, (REF 9355-034	EA	924.91
8000*0346	RAINBOW DCIP-DC12, 12FT PEDIATRIC REUSABLE PATIENT CABLE/SENSOR, (REF 9355-0	EA	1,111.06
8000-0370	CPR CONNECTOR	EA	259.15

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8000-0377	RED DBI-dc8, 8' REUSABLE DIRECT CONNECT SENSOR MASIMO RANBOW SET, [REF 935	EA	859.94
8000-0580-01	BATTERY, LITHIUM ION, SUREPOWER II	EA	730.73
8000-0580-30	BATTERY, LITHIUM ION, SUREPOWER II AIR WORTHY	EA	73073
8000-0895	CUFF KIT PROPAQ MO	EA	142.35
8012-0206	12-LEAD ECG SIMULATOR	EA	1,040.25
8300-0002-01	DUAL LUMEN NIBP TUBING ASSEMBLY, PROPAQ MD	EA	113.88
8300-0002-02	DUAL LUMEN NIBPTUBING ASSEMBLY, 5 FT, X SERIES	EA	113.88
8300-000676	CABLE ASSY, ONE STEP, X SERIES	EA	415.37
8300-000831-40	CABLE ASSY, MFC-CPRD, X SERIES	EA	378.14
8300-0783	CABLE, MFC, PROPAQ300	EA	292.00
8300-0787-01	IBP CABLE, RIGHT ANGLE, EDWARDS, PROPAQ MD	EA	184.69
8300-0788-01	IBP CABLE, RIGHT ANGLE, ABBOTT, PROPAQ MD	EA	142.35
8300-0800-01	CABLE, 3 LEAD ECG, MMI, PROPAQ MD	EA	118.26
8300-0800-12	CABLE, 3 LEAD ECG, IEC, PROPAQ MD	EA	118.26
8300-0801-01	CABLE, 5 LEAD ECG, MMI, PROPAQ MD	EA	166.44
8300-0801-12	CABLE, 5 LEAD ECG, IEC, PROPAQ MD	EA	166.44
8300-0802-01	CABLE, 12 LEAD ECG, MMI, PROPAQ MD	EA	308.79
8300-0802-12	CABLE, 12 LEAD ECG, IEC, PROPAQ MD	EA	308.79
8300-0803-01	CABLE, LIMB LEAD ECG, AAMI, PROPAQ MD	EA	142.35
8300-0803-12	CABLE, LIMB LEAD ECG, IEC, PROPAQ MD	EA	157.68
8300-0804-01	CABLE, V LEAD ECG, MMI, PROPAQ MD	EA	166.44
8300-0804-12	CABLE, V LEAD ECG, IEC, PROPAQ MD	EA	166.44
8707-000500 -01	CABLE, USB EXTENSION, X SERIES	EA	35.77
8707-000502-01	CARRY CASE, PRINTER CHUTE W/SINGLE ZIPPERS, X SERIES	EA	483.99
8707-000503-01	CLEAR PLASTIC DISPLAY PROTECTOR, X SERIES	EA	35.77
9650-001355-01	OPERATOR'S GUIDE, X SERIES	EA	24.82
9650-001356-01	SERVICE MANUAL, X SERIES	EA	24.82
9652-000391-01	QUICK REFERENCE GUIDE, X SERIES	EA	24.82
9658-001355-01	CD, PRODUCT DOCUMENTATION, X SERIES	EA	24.82
REUSE-07-1MQ	INFANAT CUFF, 9c13CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-07-2MQ	INFANT CUFF, 9-13CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-08-1MQ	SMALL CHILD CUFF, 12-16CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-08-2MQ	SMALL CHILD CUFF, 12-16CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-09-1MQ	CHILD CUFF, 15-21CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-09-2MQ	CHILD CUFF, 15- 21CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-10-1MQ	SMALL ADULT CUFF, 20-26CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-10-2MQ	SMALL ADULT CUFF, 20-26CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-11-1HP	ADULT CUFF, 25-34CM, SINGLE TUBE W/BAYONET CONNECTOR	EA	48.18
REUSE-11-2MQ	ADULT CUFF, 25-34CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-11L-2MQ	ADULT LONG CUFF, 25-34CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-12-2MQ	LARGE ADULT CUFF, 32-43CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-12L-2MQ	LARGE ADULT LONG CUFF, 32-43CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
REUSE-13-1MQ	THIGH CUFF, 40-55CM, SINGLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.91
REUSE-13-2MQ	THIGH CUFF, 40-55CM, DOUBLE TUBE W/TWIST-LOCK CONNECTOR	EA	48.18
8000-000993	CABLE ASSY, FLOW SENSOR CONNECTOR, ACCUVENT	EA	294.19

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8651-001201-01	ASPIRATOR M330,US AIR FORCE	EA	8,452.80
8660-001400-01	VENTILATOR, COMMERCIAL, ZVENT, BASIC	EA	10,866.80
8660-001401-01	VENTILATOR, COMMERCIAL, ZVENT	EA	15,215.20
8660-001402-01	VENTILATOR, COMMERCIAL, ZVENT, MRI CONDITIONAL	EA	15,824.20
8660-001403-01	VENTILATOR, COMMERCIAL, SW. HOSPITAL CONFIG	EA	15,194.20
410-0004-00	JAR, DISPOSABLE W/LID, 1200cc, CASE OF 4/8	EA	254.15
410-0004-12	JAR, DISPOSABLE W/LID, 1200cc, CASE of 12	EA	65.45
313-7028	BITRAC ED MASK WITH STANDARD HEADGEAR, ADULT SMALL, CASE/10	BOX	254.77
313-7029	BITRAC ED MASK WITH STANDARD HEADGEAR, ADULT MEDIUM, CASE/10	BOX	254.77
313-7030	BITRAC ED MASK WITH STANDARD HEADGEAR, ADULT LARGE, CASE/10	BOX	254.77
313-7031	BITRAC ED MASK WITH STANDARD HEADGEAR, ADULT EXTRA LARGE, CASE/10	BOX	254.77
46 0024-00	FILTER, BACTERIALNIRAL rBM	EA	462.40
46 002 00	FILTER, HME BACTERIALNIRAL	EA	384.20
820-0063-00	HME- HEAT MOISTURE EXCHANGER	EA	451.35
820-0106-00	CIRCUIT, VENT. SINGLE LIMB, WYE, ADULT/PEDI	EA	16.94
820-0106-15	CIRCUIT, VENT. SINGLE LIMB, WYE ADULT/PEDI (CASE OF 15)	EA	230.23
820*0107-00	CIRCUIT, VENT. SINGLE LIMB, WYE INFANT	EA	18.48
820-0107-20	CIRCUIT, VENT. SINGLE LIMB, WYE INFANT (CASE OF 20)	EA	347.27
820-0130-10	CIRCUIT, MRI, VENT. SINGLE LIMB, ADULT/PEDI (CASE OF 10)	EA	330.40
820*0131-10	CIRCUIT, MRI, VENT, SINGLE LIMB, INFANT fCASE OF 10I	EA	382.40
820*0132-00	TEST LUNG PLASTIC/SILICONE, 600 ML, R20, G20	EA	199.80
82 0002-00	ASSEMBLY, OXYGEN HOSE, 6' LONG	EA	46.75
8731-000001	KIT, CAP, RC-14-12 PE-LD25 RED017, CLASS A CLEANLINESS, D-POLY, 10 PCS	EA	935
402-0017-00	CASE, PADDED, ASPIRATOR, W/O ACCESSORIES POUCH, MODEL 326	EA	145.35
8000-001268	HARD CASE, M330 MULTIFUNCTION ASPIRATOR	EA	323.85
024-0012-00	POWER SUPPLY, 100-240 VAC, 100W, 24V, 4.2A IEC 320 & DTTL PLUGS	EA	140.25
703-0003-00	ASSEMBLY,KIT,BRACKET,MOUNTING,WALL,VEHICLE	EA	76.50
703-0731-17	ASSEMBLY,VENT CARRIER	EA	4134.35
70H731-27	Assv. Vent Carrier. Eagle II	EA	4134.35
704-0004-00	ASSEMBLY, 3-LITER RESERVOIR KIT	EA	113.90
704-0750-08	ASSEMBLY, BRACKET, POLE MOUNTING, UNIVERSAL	EA	149.60
704-0750-09	ASSEMBLY, BRACKET, RAIL MOUNTING	EA	68.85
704-0EMV-06	ASSEMBLY, CABLE, DC, EXTERNAL POWER, 12V	EA	51.85
708*0042-00	POWER CORD, 6', 18AWG 3 SPT-2, NEMA15P, IEC60320-C5 (CHECK MFR)	EA	11.90
710*0731-01	ASSEMBLY, POWER SUPPLY/LINE CORD	EA	153.00
800-0903-01	MODEL, SMEED BRACKET	EA	5,788.50
800-0904-01	MODEL, CCLAW	EA	374.00
8000-001002-01	SOFT CASE, BLACK, VENTILATOR AND ACCESSORIES	EA	131.75
8000-001468-03	BACKPACK, G3OUICKLOOKTACTICAL, VENTILATOR	EA	232.90
816-0731-00	ASSEMBLY, STAND, 731 SERIES, WITH LOCKING WHEELS	EA	1,260.55
816*0731-01	ASSEMBLY, STAND, 731 SERIES WITH LOCKING WHEELS, MRI	EA	1,260.55

*The rest of this page was left blank intentionally.*

THIS DOCUMENT MAY NOT BE REPRODUCED OR DISTRIBUTED IN ANY FORM, WITHOUT THE EXPRESS PERMISSION OF ZOLL



## Certificate Of Completion

Envelope Id: 39C057D5-DA61-4C62-965A-1F07DAE9D7ED

Status: Completed

Subject: Complete with Docusign: El Paso FD, City of, TX\_Purchase Agreement\_1-21-2025.pdf

Source Envelope:

Document Pages: 17

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Jaewoo Lee

AutoNav: Enabled

jaewoo.lee@zoll.com

Envelopeld Stamping: Enabled

IP Address: 67.218.11.44

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original

Holder: Jaewoo Lee

Location: DocuSign

1/28/2025 8:27:22 AM

jaewoo.lee@zoll.com

## Signer Events

Kurt Sandstrom

ksandstrom@zoll.com

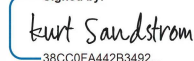
VP/General Manager EMS

ZOLL Medical

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:

  
38CC0FA442B3492...

Signature Adoption: Pre-selected Style

Using IP Address: 67.218.11.44

## Timestamp

Sent: 1/28/2025 8:31:23 AM

Viewed: 1/28/2025 8:32:05 AM

Signed: 1/28/2025 8:32:27 AM

## Electronic Record and Signature Disclosure:

Accepted: 1/28/2025 8:32:05 AM

ID: 2cf38d73-1e25-4a55-912e-4eee64939553

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/28/2025 8:31:23 AM
Certified Delivered	Security Checked	1/28/2025 8:32:05 AM
Signing Complete	Security Checked	1/28/2025 8:32:27 AM
Completed	Security Checked	1/28/2025 8:32:27 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Zoll Medical (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Zoll Medical:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [jpage@zoll.com](mailto:jpage@zoll.com)

### **To advise Zoll Medical of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [jpage@zoll.com](mailto:jpage@zoll.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Zoll Medical**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [jpage@zoll.com](mailto:jpage@zoll.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Zoll Medical**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [jpage@zoll.com](mailto:jpage@zoll.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Zoll Medical as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Zoll Medical during the course of your relationship with Zoll Medical.



**EXPERTCARE EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT****El Paso Fire Department (Customer # 6698)****ZOLL Medical Corporation**269 Mill Road  
Chelmsford, MA 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0022 Fax**Attn: Bryan Silva** (915) 212-5125 / silvabc@elpasotexas.gov**Bill To: El Paso Fire Department**  
416 North Stanton Street  
#200  
El Paso, TX 79901**Ship To: El Paso Fire Department**  
8600 Montana Avenue  
El Paso, TX 79925**From:** Jennifer McCormick  
Service Contracts Representative  
(978) 805-6472 / jmcormick3@zoll.com**QUOTATION: 00037769**  
Quote Date: February 10, 2025  
Quote Pricing: Valid for 60 Days**PM Contact: Bryan Silva** - (915) 212-5125 silvabc@elpasotexas.gov**X Series**

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89033-WF	<b>Professional Defibrillators/Monitors - Worry-Free Service Plan - 3 Years On-Site</b> X Series - Worry-Free Service Plan - 3 Years On-Site. Includes: Annual preventive maintenance, Repairs: OEM parts and labor per ZOLL Limited Product Warranty, SurePower Battery replacement upon failure, and accidental damage (See comments) coverage. Shipping and use of a Service Loaner during repairs upon request, and no charge shipping. Extended warranty is a continuation of the One Year Product Limited Warranty.  Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.  Serial Number(s): AR18G033295, AR18G033296 AR18G033301, AR18G033303, AR18G033304 AR18G033306, AR18G033307, AR18G033308 AR18G033309, AR18G033312, AR18G033313 AR18G033315, AR18G033317, AR18G033318 AR18G033319, AR18G033320, AR18G033321 AR18G033323, AR18G033325, AR18G033327 AR18G033329, AR18G033330, AR18G033371 AR18G033373, AR18G033374, AR18G033377 AR18G033378, AR18G033379, AR18G033381 AR18G033384, AR18G033387, AR18G033388 AR20F049067	03/01/2025 to 02/29/2028	33	\$6,510.00	\$5,533.50	\$182,605.50
8889-89900-WFP	<b>Worry-Free Pro-Rated Service Plan - X Series, R Series, Propaq</b> Worry-Free Pro-Rated Service Plan - X Series, R Series, Propaq. Shipping and use of a Service Loaner during repairs upon request, and no charge shipping. Extended warranty is a continuation of the ZOLL Limited Product Warranty.  Serial Number(s): AR19F041312, AR19G042182 AR19H042440  Quantity is determined by taking the number of X Series (3) and multiplying that by the number of months needed (6), which equals 18.	09/01/2025 to 02/28/2026	18	\$180.00	\$180.00	\$3,240.00





## EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

El Paso Fire Department (Customer # 6698)

Quote No: 00037769 Continued

## ZOLL Medical Corporation

269 Mill Road  
Chelmsford, MA 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0022 Fax

### X Series

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89022-WF	<b>Professional Defibrillators/Monitors - Worry-Free Service Plan - 2 Years On-Site</b> X Series - Worry-Free Service Plan - 2 Years On-Site. Includes: Annual preventive maintenance, Repairs: OEM parts and labor per ZOLL Limited Product Warranty, SurePower Battery replacement upon failure, and accidental damage (See comments) coverage. Shipping and use of a Service Loaner during repairs upon request, and no charge shipping. Extended warranty is a continuation of the One Year, Post Sale Product Limited Warranty.  Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.  Serial Number(s): AR19F041312, AR19G042182 AR19H042440	03/01/2026 to 02/29/2028	3	\$4,430.00	\$3,765.50	\$11,296.50
8889-89900-WFP	<b>Worry-Free Pro-Rated Service Plan - X Series, R Series, Propaq</b> Worry-Free Pro-Rated Service Plan - X Series, R Series, Propaq. Shipping and use of a Service Loaner during repairs upon request, and no charge shipping. Extended warranty is a continuation of the ZOLL Limited Product Warranty.  Serial Number(s): AR20E047676, AR20E047678  Quantity is determined by taking the number of X Series (2) and multiplying that by the number of months needed (9), which equals 18.	06/01/2026 to 02/28/2027	18	\$180.00	\$153.00	\$2,754.00
8889-89900-WFP	<b>Worry-Free Pro-Rated Service Plan - X Series, R Series, Propaq</b> Worry-Free Pro-Rated Service Plan - X Series, R Series, Propaq. Shipping and use of a Service Loaner during repairs upon request, and no charge shipping. Extended warranty is a continuation of the ZOLL Limited Product Warranty.  Serial Number(s): AR20L053214, AR20L053224 AR20L053234, AR20L053257, AR20L053260 AR20L053261  Quantity is determined by taking the number of X Series (6) and multiplying that by the number of months needed (2), which equals 12.	01/01/2027 to 02/28/2027	12	\$180.00	\$153.00	\$1,836.00
8889-89011-WF	<b>Professional Defibrillators/Monitors - Worry-Free Service Plan - 1 Year On-Site</b> X Series - Worry-Free Service Plan - 1 Year On-Site. Includes: Annual preventive maintenance, Repairs: OEM parts and labor per ZOLL Limited Product Warranty, SurePower Battery replacement upon failure, and accidental damage (See comments) coverage. Shipping and use of a Service Loaner during repairs upon request, and no charge shipping. Extended warranty is a continuation of the One Year Product Limited Warranty.  Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.  Serial Number(s): AR20E047676, AR20E047678 AR20L053214, AR20L053224, AR20L053234 AR20L053257, AR20L053260, AR20L053261	03/01/2027 to 02/29/2028	8	\$2,355.00	\$2,001.75	\$16,014.00





## EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

El Paso Fire Department (Customer # 6698)

Quote No: 00037769 Continued

## ZOLL Medical Corporation

269 Mill Road  
Chelmsford, MA 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0022 Fax

### X Series

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89900-WFP	<b>Worry-Free Pro-Rated Service Plan - X Series, R Series, Propaq</b> Worry-Free Pro-Rated Service Plan - X Series, R Series, Propaq. Shipping and use of a Service Loaner during repairs upon request, and no charge shipping. Extended warranty is a continuation of the ZOLL Limited Product Warranty.  Serial Number(s): AR21G060642  Quantity is determined by taking the number of X Series (1) and multiplying that by the number of months needed (6), which equals 6.	09/01/2027 to 02/29/2028	6	\$180.00	\$180.00	\$1,080.00

**TOTAL: \$218,826.00**

### COMMENTS:

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30 after ZOLL Medical Corporation invoice date.
3. If PM's are purchased or applicable: PM work will be scheduled 60-90 days after the agreement is signed.
4. 15% Multi-Unit Discount only applies when the Total Contract Value is invoiced in full and paid in Net 30 Days.

**TERMS & CONDITIONS:** The terms and conditions of this contract are set forth in the [ExpertCare Service Plan Terms & Conditions](https://www.zoll.com/en/About/Corporate-Governance-and-Responsibilities/orderterms) which can be found at <https://www.zoll.com/en/About/Corporate-Governance-and-Responsibilities/orderterms>. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

### El Paso Fire Department

Authorized Signature:

Print Name Claudia A. Garcia

Title: Director of Purchasing & Strategic Sourcing

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



# 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 Kurt Sandstrom

Business Name Zoll Medical Corporation

Agenda Item Type 2025-0081

Relevant Department Fire Department



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



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

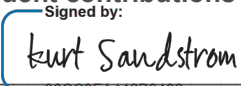
OR



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

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

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

Signed by:  
  
38CC0FA442B3492...

VP/General Manager EMS

Date: 11/12/2024

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





Legislation Text

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**File #: 25-153, Version: 1**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

Discussion and action on a Resolution authorizing the City Manager to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), for a project known as "Architectural and Engineering Services for the Modesto Gomez Central Flat Fields Project" for an amount not to exceed \$890,015.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$990,015.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:** No. 4: Enhance El Paso's Quality of Life through Recreational, Cultural & Educational Environments

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Gvette Hernandez  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)





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

## EVALUATION COMMITTEE SCORESHEET SUMMARY

**SOLICITATION #2024-0687R**  
**AE SERVICES FOR THE MODESTO GOMEZ CENTRAL FLAT FIELDS PROJECT**

CONSULTANT	CEI	COUNTRYMAN	MNK
Rater 1	49.5	89.5	20
Rater 2	42	82	38
Rater 3	78	77	74
<b>Total Rater Scores</b>	<b>169.5</b>	<b>248.5</b>	<b>132</b>
References	6.6	7.67	3.3
<b>Overall Score:</b>	<b>176.1</b>	<b>256.17</b>	<b>135.3</b>

Rankings	Consultant
1	COUNTRYMAN
2	CEI
3	MNK



## RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), for a project known as “Architectural and Engineering Services for the Modesto Gomez Central Flat Fields Project” for an amount not to exceed **\$890,015.00**; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$990,015.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

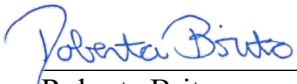
### CITY OF EL PASO:

\_\_\_\_\_  
Renard U. Johnson, Mayor

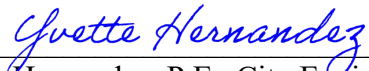
### ATTEST:

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

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:

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



THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Countryman & Co. PLLC, a Texas Limited Liability Company (LLC), hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for the project known as “Architectural and Engineering Services for the Modesto Gomez Central Flat Fields Project”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

**WHEREAS**, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

**NOW, THEREFORE**, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.  
ATTACHMENTS**

**1.1** The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

**2.2** The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.



**2.3** The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

**2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

**2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

### **ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET**

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **\$890,015.00** for all basic services and reimbursables performed pursuant to this Agreement.

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

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

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

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



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

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

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

**3.4 PROJECT CONSTRUCTION BUDGET AND TIME.** The Consultant acknowledges that the total project budget for the Project allocates is \$5,800,000.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant’s final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**3.5 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

#### **ARTICLE IV. PERIOD OF SERVICE AND TERMINATION**

**4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the



requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.

**4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

**4.3 TERMINATION.** This Agreement may be terminated as provided herein.

**4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

**4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE.** The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees



that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

**4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

## **ARTICLE V. INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

**5.1.1 WORKERS’ COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**  
\$1,000,000.00 Per Occurrence  
\$1,000,000.00 Products/Completed Operations  
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY**  
**Combined Single Limit**  
\$1,000,000.00 per accident



**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

**5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

**5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

**5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.**

To the extent allowed by state law, the Owner will be responsible for its own actions.

## **ARTICLE VI. FEDERAL AND STATE PROVISIONS**

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS.** Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal,



state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, shall apply.

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations



**7.3 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

**7.4 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.



The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

#### **7.6 CONTRACTING INFORMATION**

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

**7.7 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**7.8 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**7.9 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.10 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

**7.11 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

**7.12 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso
	Attn: City Manager
	P. O. Box 1890
	El Paso, Texas 79950-1890



With a Copy to:                   The City of El Paso  
Attn: City Engineer  
P. O. Box 1890  
El Paso, Texas 79950-1890

To the Consultant:               Countryman & Co PLLC  
Jennifer Countryman  
108 S. Stanton. 3<sup>rd</sup> Floor  
El Paso, Texas, 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**7.13 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

**7.14 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

**7.15 TEXAS GOVERNMENT CODE.** In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

**(SIGNATURES BEGIN ON THE FOLLOWING PAGES)**




**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

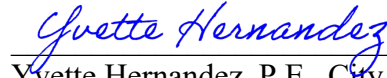
**CITY OF EL PASO:**

\_\_\_\_\_  
Dionne L. Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

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

**ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by **Dionne L. Mack**, as **City Manager** of the **City of El Paso, Texas**.

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

*(Signatures begin on the following page)*



CONSULTANT:

By: [Signature]  
 Name: Jennifer Countryman  
 Title: Architect / Owner

## ACKNOWLEDGEMENT

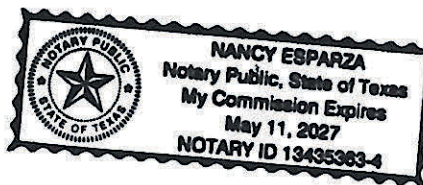
THE STATE OF TX §  
 COUNTY OF EL PASO §

This instrument was acknowledged before me on this 16<sup>th</sup> day of January, 2025,  
 by Jennifer Countryman, Architect / Owner, on behalf of Consultant.

[Signature: Nancy Esparza]  
 Notary Public, State of Texas

My commission expires:

5/11/27





**ATTACHMENT “A”  
SCOPE OF SERVICES**



## **ATTACHMENT “A” SCOPE OF SERVICES**

The architectural and engineering service contract will be utilized for the commission of all customary architectural and engineering services specified for the Modesto Gomez Flat Fields Project. These services will include Schematic Design, Design Development, and Construction Documents phases, as well as any necessary supplementary services. The scope of services and deliverables may include, but are not limited to:

- Improvements to existing facilities, including other amenity improvements (e.g., parking areas, restroom/concession facilities, roadway, etc.)
- Multi-use Artificial Turf fields (e.g., combination football and soccer fields)
- Capital Project Design Development
  - A. 10% Design – Schematic Plans, design matrix
  - B. 30% Design – Plans and preliminary engineer’s estimate
  - C. 60% Design – Plans, specifications, and preliminary engineer’s estimate
  - D. 90% Design – Plans, specifications, and engineer’s estimate
  - E. Final design package – Plans, specifications, and engineer’s estimate
- Coordination with potential synthetic turf vendors/contractors to determine optimal construction methods and timing
- Land Entitlements (e.g. any title works necessary)
- Obtain all necessary permits including City site development permits and TCEQ water quality and municipal solid waste permits.
- Coordination and Oversight of Sub-consultants, Service Providers, and Contractors
- Utility Coordination
- Programming and Space Planning
- Design Analysis and Briefs/Basis of Design reports
- Design/Construction Delivery Strategy Development
- Charrettes, Public Presentations, Graphic Design, Mapping and Information Graphics
- Virtual/On-line Project Team Meetings and Community Engagement
- Architectural Modeling and Rendering
- Building/Facility Conditions Assessments
- Feasibility Assessments
- Tactical Urbanism Design
- Cost Estimating and Budget Verification
- Code Analysis
- Sustainability Consulting
- Bid Support Services
- Construction Administration
- Accessibility Design
- As-Builts, BIM models, and digital project records
- Other architectural functions, assignments, and analyses as requested
- Monthly status reports on project. Reports shall include project progression, completion, and percentages and invoices billed and paid.



## Performance of Scope

The objective for all services is to deliver an exceptional design for the construction of Modesto Gomez Flat Fields in El Paso. The consultant's tasks for this project shall include:

- **Assembling, coordinating, and overseeing** a project team of subject matter experts, including those with specific expertise in decommissioned landfill re-development, outdoor recreational & sports field design, and environmental engineering.
- **Overseeing field investigations** relevant to the project, with special emphasis on the geotechnical investigation to assess landfill stability as well as environmental assessments to ensure safety and compliance, land surveys, and any necessary archaeological/historic resource evaluations.
- **Producing construction and/or permit drawings and specifications** tailored for building on a decommissioned landfill, ensuring that all documents are coordinated, complete, within budget, and constructible, with special consideration for the unique challenges of the site.
- **Developing schedules** for the project phases and monitoring schedule performance, including recommending mitigation measures for any delays that may arise due to the complexities of building on a landfill.
- **Developing and managing the project budget**, continuously monitoring budget performance, and recommending strategies to mitigate cost overruns while enforcing compliance with the project budget.
- **Collaborating closely with the Capital Improvement Department** and other relevant City departments to proactively identify and address project requirements, constraints, and risks, ensuring successful and timely project completion within budget.
- **Proactively recommending cost-effective and innovative approaches** to resolve issues, particularly those arising from the challenges of constructing on a landfill, and optimizing the project's outcomes within the established constraints.
- **Implementing creative design and project delivery strategies** to maximize the functionality and aesthetic integration of the sports fields within the surrounding communities and neighborhoods, ensuring that the development enhances connectivity and complements the local environment.
- **Employing current and appropriate technologies**, including BIM, presentation software, and virtual meeting platforms, to produce exceptional work. The sub consultants are also expected to adhere to these standards.
- **Ensuring that the project aligns with the relevant department's mission**, complies with best practices, and contributes positively to the built environment, with a focus on quality of design, connectivity, and accessibility, especially considering the landfill's unique characteristics.
- **Identifying opportunities during project development** that align with the City's strategic goals, ensuring that the sports fields contribute to broader community and environmental objectives.
- **Performing feasibility studies, structural analysis, and design analysis** as required, with particular emphasis on the structural and environmental challenges associated with constructing on a landfill. These studies shall include research, database creation, and the production of reports, investigations, drawings, sketches, and cost estimates, as well as descriptions of alternatives, estimates, conclusions, and recommendations.
- **Preparing and refining scopes, plans, specifications, and cost estimates** specifically for the design of the artificial turf and associated infrastructure, ensuring that all elements are suitable for the unique landfill site.



- **Providing constructability reviews** to ensure the project can be bid on and operated effectively, with a focus on resolving any inconsistencies or ambiguities in the plans and specifications, particularly those related to the landfill's unique conditions. The firm shall also provide prompt responses to Requests for Information (RFIs).
- **Reviewing shop drawings, materials, fixtures, and equipment submittals**, making recommendations for approval or disapproval, ensuring all components are suitable for use in the specialized landfill environment.
- **Participating in regular meetings** and conferences, both live and virtual, that are pertinent to the project. This includes preparing for and attending periodic meetings requested by the City to discuss questions and issues related to the work being performed by the firm.



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



City of El Paso Capital Improvement Department  
Alan Muñoz, Engineer Associate  
218 N. Campbell St. | Second Floor | El Paso, Texas 79901  
munozad@elpasotexas.gov | 915.979.7189

January 15, 2025

Architectural and Engineering Services for the  
**Modesto Gomez Central Flat Fields Project**  
4600 Edna | El Paso, Texas 79905

Dear Mr. Muñoz -

Thank you for the opportunity to submit this fee proposal. We understand your architectural and engineering needs at this time are for the analysis of a landfill and the design of a park atop it, a project located at Modesto Gomez Park, 4600 Edna, El Paso, Texas 79905, with an area of approximately 27.2 Acres.

**Work Plan | Schedule**

Based on our conversation on November 7, 2024, we respectfully propose to deliver the project as per the following phases, i.e., Work Plan | Schedule. Community Meetings are presumed to be attended by Architect, Landscape Architect, and by TetraTech. Renderings, three, are included. Assistance with TCEQ Solid Waste Permits, by TetraTech, and assistance with TCEQ Non Solid Waste Permits (SWPP), by SLI.

**Phase 1 . PROJECT CHARACTERISTICS INVESTIGATION & REGULATORY REQUIREMENTS . 6 Mos | 1 Community Meetings**

- . Survey. Existing Conditions
- . Re-Platting | Re-Zoning
- . Geotechnical Investigation & Geophysical Analysis by Geotech
- . Establish Method to Bring Park into TCEQ Compliance
- . Determine What Can Remain
- . 10% Design – Schematic Plans, design matrix
- . Analyze Budget | Develop Phasing Strategy
- . 30% Design – Plans, Prelim. Engineer's **Estimate 1**
- . **Initial Community Engagement Meeting**

**Phase 2 . DESIGN . 6 Mos | 2 Community Meetings**

- . 60% Design – Plans, Specs, Prelim. Engineer's **Estimate 2**
- . 90% Design – Plans, Specs, Prelim. Engineer's **Estimate 3**
- . Final Design Package – Plans, Specs, **Estimate 4**
- . Submit for Permitting, TDLR Review and Bidding

**Phase 3 . BIDDING SUPPORT . 6 Mos**

**Phase 4 . CONSTRUCTION ADMINISTRATION . 6 Mos from Contractor's NTP**

- . Survey . Liner Subgrade
- . Survey . Top of Protective Layer of Lining | Grading
- . Survey . Final Surface
- . RFIs, ASIs, and Submittals
- . Attendance at Weekly Consultant Meetings by Architect | Consultants as Deemed Necessary by the Architect
- . Weekly Field Observation Reports by Architect | Bi-Monthly from Consultants
- . Change Order and Pay Application Reviews
- . Punchlist and Backcheck
- . As-Builts
- . *Fee includes 4 trips from TetraTech. 10 Day notice required.*

**Park Design Requirements | Scope of Work**

We further understand the following to be your specific goals for the design of the park itself:

**Architectural | Park Design**

- . Existing Restroom Building. Demolished.
- . New Restroom Building.  
May be prefabricated, and elevated, to avoid settling problems, and isolate plumbing from settling.
- . Family Restroom. Not required.
- . Water Fountains. To be provided at building.



- . Pet Water Fountains. Excluded.
- . Concession Stand. None.
- . Vending Machines. None.
- . Fields. 2 New artificial turf fields.
- . Each to be combination American Football and Soccer.
- . New Field Bleachers.
- . New Field Fencing. To enclose each field.
- . Existing Baseball Fields. City wants asphalt to remain.
- . Unsure if they can remain. Possibly add bleachers.
- . Places of Respite. Add park benches and pre-fab shade structures.
- . New to Remain: 4 Benches, 4 Trash Cans, Bike Rack.
- . Walking Path. New sections to remain.
- . Expand to add connectivity.
- . Playground. None. Demolish. Do not replace.

#### Civil – Local

- . Roadway Improvements. None. Edna recently re-done.
- . Parking Lot. Re-done. Accessibility issues.
- . May be expanded.
- . Asphalt in Front of Baseball Fields. Recently patched. To remain.

#### Sports Field Designer

- . Will include stormwater design under field, which local civil shall design connection and system to.
- . Field elevations shall be provided by local civil.

#### Landscape.

- . Trees around path a priority.

#### Irrigation.

- . New Fields (2). Will be irrigated.
- . Remainder of Park. Will be irrigated.
- . Site has reclaimed water irrigation system.

#### Mechanical-Plumbing

- . New Building. Protections against settlement and movement.
- . No existing domestic water or sewer.
- . Sewer Connection. Line broken 40' outside building.
- . Nearest connection 1,000 ft. away at Francis and Edna.

#### Electrical | Lighting.

- . Existing Baseball Fields. Currently being lit by Musco.
- . City to provide plans. To be completed in March.
- . New Fields (2). Will be lit.
- . Path Lighting. Solar bollards.
- . Parking Lot Lighting. Possibly re-used.

**Compensation** Countryman & Co. carefully calculated our fees for this project based effort, hourly rates, and consultant proposals. We respectfully request compensation as broken down below:

	<b>Phase 1</b> Investigation   30% Design 6 Mos Duration	<b>Phase 2</b> Design 6 Mos Duration	<b>Phase 3 &amp; 4</b> Bidding & CA 6 Mos Duration
1. <b>Countryman &amp; Co.</b> . Architecture   PM	\$ 70,701.50	\$ 70,701.50	\$ 36,000.00
2. <b>TetraTech</b> . Environmental & Civil	\$ 244,248.00	\$ 82,540.00	\$ 40,684.00
3. <b>SLI</b> . Local Civil Engineering	\$ 18,432.00	\$ 43,008.00	\$ 12,660.00
4. <b>SLI</b> . Surveying	\$ 26,960.00 – Survey 1	\$ 0.00	\$ 44,280.00 – 2,3,4
5. <b>SLI</b> . Re-Platting	\$ 10,600.00	\$ 0.00	\$ 0.00
6. <b>SLI</b> . Re-Zoning	\$ 2,960.00	\$ 0.00	\$ 0.00
7. <b>The Dry Land</b> . Landscape	\$ 19,200.00	\$ 57,600.00	\$ 7,500.00
8. <b>Hellas</b> . Artificial Turf Fields	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
9. <b>Harder Structural</b> . Structural	\$ 800.00	\$ 3,500.00	\$ 1,800.00
10. <b>Alpha Engineering</b> . Electrical	\$ 12,000.00	\$ 20,000.00	\$ 8,000.00
11. <b>Fluid Systems</b> . Mech-Plumbing	\$ 1,805.00	\$ 1,965.00	\$ 910.00
12. <b>Cumming Group</b> . Estimating	\$ 6,750.00 – Estimate 1	\$ 23,200.00 – 2,3,4	\$ 0.00
13. <b>Fokus</b> . Accessibility	\$ 0.00	\$ 3,210.00	\$ 0.00
<b>Fee by Phase</b>	<b>\$ 420,456.50</b>	<b>\$ 311,724.50</b>	<b>\$ 157,834.00</b>
<b>Total Proposed Lump Sum Fee</b>	<b>\$ 890,015.00</b> (Less than 15.5% of a \$5.8 Million Construction)		

*All services provided are as per the Consultant Fee Proposals attached to this fee proposal, and their inclusions and exclusions.*



**Additional Services** All professional services included in this fee proposal are provided as per the terms and conditions of the consultant proposals, provided as an attachment to this document. This fee proposal excludes services not specifically referenced in the proposal, and extension of service delivery times, beyond durations quantified in the proposal. Services specifically excluded that would incur Additional Services would include re-designing, i.e., making dramatic changes, after acceptance of design at an approved milestone, whether by the City CID, End-User Dept, Historic Landmark Commission, or other entity or person. A PR agency, as per our discussion, has been excluded from the consultant team. That said, there are Additional Services and fees that were discussed during our November 7, 2024 meeting with the City of El Paso, that are anticipated and required for the execution of this project. Below is a list of those anticipated services and expenses, and they were agreed to be covered:

- Title Work | Land Entitlements *by City of El Paso (Our Civil Engineer has obtained these from the City before.)*
- Geotechnical Investigation & Geophysical Analysis by Geotech *by City of El Paso | Not Included*
- *If an Underground Storm Water System is needed to be designed by SLI, add \$11,160.00.*
- *If a Traffic Impact Analysis is needed by SLI, add \$29,260.00.*
- Fees incurred by the Authorities Having Jurisdiction *by City of El Paso | Not Included*
- Community Meetings and Presentations *As Listed in the Work Plan | Schedule*

#### **Information Needed From Owner**

1. Musco Lighting Drawings, if project is still moving forward.

**Reimbursable Expenses** Reimbursable expenses such as hard copies and fees incurred by the Authorities Having Jurisdiction are billed to the client at cost, plus 10%. All submittals are anticipated to be electronic.

We hope that you find this fee proposal acceptable. If so, if you could please let us know by signing below and emailing back. If you'd like to continue visiting about the proposal, or have questions, just give us a call. We look forward to working with you.

Kind regards,



Jennifer Countryman, Architect



## HOURLY BREAKDOWN

## Client

## City of El Paso Capital Improvement Department

Alan Munoz, Engineering Associate  
218 N. Campbell | Second Floor | El Paso, Texas 79901  
915.979.7189 | munozad@elpasotexas.gov

## Project Name

## Modesto Gomez Park

Phase 1 - 30% Design															
	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	TOTAL		
Importing   Drafting As-Builts In REVIT	Principal Architect	\$262.00	0	\$0.00	PM   Production Lead	\$144.00	24	\$3,456.00	Production Technician II	\$116.00	24	\$2,784.00			
Setting up Cartoon Set	Principal Architect	\$262.00	0	\$0.00	PM   Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	2	\$232.00			
Demolition Drawings	Principal Architect	\$262.00	4	\$1,048.00	PM   Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	12	\$1,392.00			
Production	Principal Architect	\$262.00	8	\$2,096.00	PM   Production Lead	\$144.00	42	\$6,048.00	Production Technician II	\$116.00	118.5302	\$13,749.50			
Coordination   Collaborative work wuth Consultants	Principal Architect	\$262.00	8	\$2,096.00	PM   Production Lead	\$144.00	10	\$1,440.00	Production Technician II	\$116.00	12	\$1,392.00			
Identification of Conditions and Detail Development	Principal Architect	\$262.00	8	\$2,096.00	PM   Production Lead	\$144.00	42	\$6,048.00	Production Technician II	\$116.00	40	\$4,640.00			
Specifications	Principal Architect	\$262.00	0	\$0.00	PM   Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00			
Incorporation of Consultant Work	Principal Architect	\$262.00	4	\$1,048.00	PM   Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	8	\$928.00			
Consultant   Coordination Meetings	Principal Architect	\$262.00	6	\$1,572.00	PM   Production Lead	\$144.00	6	\$864.00	Production Technician II	\$116.00	6	\$696.00			
Redlines   Pick-Up   Coordination   Quality Assurance	Principal Architect	\$262.00	12	\$3,144.00	PM   Production Lead	\$144.00	24	\$3,456.00	Production Technician II	\$116.00		\$0.00			
Client Meetings	Principal Architect	\$262.00	13	\$3,406.00	PM   Production Lead	\$144.00	12	\$1,728.00	Production Technician II	\$116.00	0	\$0.00			
Project Administration	Principal Architect	\$262.00	5	\$1,310.00	PM   Production Lead	\$144.00	4	\$576.00	Production Technician II	\$116.00	0	\$0.00			
Sub-Total				\$17,816.00	Sub-Total				\$27,072.00	Sub-Total				\$25,813.50	\$70,701.50
Phase 2 - 30 to 100% Design															
	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	TOTAL		
Production	Principal Architect	\$262.00	8	\$2,096.00	PM   Production Lead	\$144.00	42	\$6,048.00	Production Technician II	\$116.00	120	\$13,920.00			
Coordination   Collaborative work with Consultants	Principal Architect	\$262.00	8	\$2,096.00	PM   Production Lead	\$144.00	10	\$1,440.00	Production Technician II	\$116.00	12	\$1,392.00			
Identification of Unique Conditions and Detail Development	Principal Architect	\$262.00	8	\$2,096.00	PM   Production Lead	\$144.00	42	\$6,048.00	Production Technician II	\$116.00	40	\$4,640.00			
Specifications	Principal Architect	\$262.00	24	\$6,288.00	PM   Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00			
Incorporation of Consultant Work	Principal Architect	\$262.00	4	\$1,048.00	PM   Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	8	\$928.00			
Consultant   Coordination Meetings	Principal Architect	\$262.00	6	\$1,572.00	PM   Production Lead	\$144.00	6	\$864.00	Production Technician II	\$116.00	6	\$696.00			
Redlines   Pick-Up   Coordination   Quality Assurance	Principal Architect	\$262.00	24	\$6,288.00	PM   Production Lead	\$144.00	40.6632	\$5,855.50	Production Technician II	\$116.00		\$0.00			
Client Meetings	Principal Architect	\$262.00	10	\$2,620.00	PM   Production Lead	\$144.00	12	\$1,728.00	Production Technician II	\$116.00	0	\$0.00			
Project Administration	Principal Architect	\$262.00	5	\$1,310.00	PM   Production Lead	\$144.00	4	\$576.00	Production Technician II	\$116.00	0	\$0.00			
Sub-Total				\$25,414.00	Sub-Total				\$23,711.50	Sub-Total				\$21,576.00	\$70,701.50
Bidding and Construction Administration															
	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	Professional	Hourly Rate	No. of Hrs.	Cost	TOTAL		
Pre-Solicitation Meeting and Walk-Through	Principal Architect	\$262.00	2	\$524.00	PM   Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00			
Answering Bid Questions	Principal Architect	\$262.00	2	\$524.00	PM   Production Lead	\$144.00	1	\$144.00	Production Technician II	\$116.00	0	\$0.00			
Publishing Addendums	Principal Architect	\$262.00	2	\$524.00	PM   Production Lead	\$144.00	4	\$576.00	Production Technician II	\$116.00	0	\$0.00			
Misc. Procurement Assistance	Principal Architect	\$262.00	2	\$524.00	PM   Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00			
Weekly Meetings - 24 (6 Mos)	Principal Architect	\$262.00	36	\$9,432.00	PM   Production Lead	\$144.00	24	\$3,456.00	Production Technician II	\$116.00	0	\$0.00			
Field Observation Reports - 24 (6 Mos)	Principal Architect	\$262.00	6	\$1,572.00	PM   Production Lead	\$144.00	24	\$3,456.00	Production Technician II	\$116.00	0	\$0.00			
Submittal Reviews	Principal Architect	\$262.00	4	\$1,048.00	PM   Production Lead	\$144.00	16	\$2,304.00	Production Technician II	\$116.00	0	\$0.00			
RFIs	Principal Architect	\$262.00	8	\$2,096.00	PM   Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	0	\$0.00			
ASIs	Principal Architect	\$262.00	8	\$2,096.00	PM   Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	0	\$0.00			
PR and CO Reviews	Principal Architect	\$262.00	3	\$786.00	PM   Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00			
Puchlist and Back-Check	Principal Architect	\$262.00	3	\$786.00	PM   Production Lead	\$144.00	8	\$1,152.00	Production Technician II	\$116.00	0	\$0.00			
As-Builts	Principal Architect	\$262.00	2	\$524.00	PM   Production Lead	\$144.00	4	\$576.00	Production Technician II	\$116.00	0	\$0.00			
CDR Presentations (3 Max.)	Principal Architect	\$262.00	3	\$786.00	PM   Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00			
Pay Application and Close Out Documentation Reviews	Principal Architect	\$262.00	3.0916	\$810.00	PM   Production Lead	\$144.00	0	\$0.00	Production Technician II	\$116.00	0	\$0.00			
Sub-Total				\$22,032.00	Sub-Total				\$13,968.00	Sub-Total				\$0.00	\$36,000.00
													TOTAL	\$177,403.00	



30% Design			
Description	Hours	Hourly Rate	Total
Template Development	1	\$170.00	\$170
Project Kick off	2	\$200.00	\$400
Sitework	19	\$170.00	\$3,230
Electrical	4	\$200.00	\$800
Compile estimate and get client ready	2	\$170.00	\$340
QA / QC	4	\$250.00	\$1,010
Review estimate with team	2	\$200.00	\$400
Update estimate based on feedback received	2	\$200.00	\$400
<b>Total</b>			<b>\$6,750</b>

60% Design			
Description	Hours	Hourly Rate	Total
Template Development		\$170.00	\$0
Project Kick off	2	\$200.00	\$400
Sitework	24	\$170.00	\$4,080
Electrical	6	\$200.00	\$1,200
Compile estimate and get client ready	2	\$170.00	\$340
QA / QC	3	\$250.00	\$780
Review estimate with team	2	\$200.00	\$400
Update estimate based on feedback received	2	\$200.00	\$400
			<b>817</b>
<b>Total</b>			<b>\$7,600</b>



90% Design			
Description	Hours	Hourly Rate	Total
Template Development		\$170.00	\$0
Project Kick off	2	\$200.00	\$400
Sitework	28	\$170.00	\$4,760
Electrical	8	\$200.00	\$1,600
Compile estimate and get client ready	2	\$170.00	\$340
QA / QC	3	\$250.00	\$700
Review estimate with team	2	\$200.00	\$400
Update estimate based on feedback received	2	\$200.00	\$400
<b>Total</b>			<b>\$8,600</b>

Final Design			
Description	Hours	Hourly Rate	Total
Template Development		\$170.00	\$0
Project Kick off	2	\$200.00	\$400
Sitework	22	\$170.00	\$3,740
Electrical	6	\$200.00	\$1,200
Compile estimate and get client ready	2	\$170.00	\$340
QA / QC	2.08	\$250.00	\$520
Review estimate with team	2	\$200.00	\$400
Update estimate based on feedback received	2	\$200.00	\$400
			<b>818</b>
<b>Total</b>			<b>\$7,000</b>



## El Paso Modesto Gomez Park Scope of Work

- Investigation/30% Design
  - Review Existing Data
  - Site Reconnaissance
  - Conceptual Locations of Park Elements
  - Initial Meeting/Discussions with TCEQ (Pre-App Meeting)
  - Scoping of Geophysical/Geotechnical Field Investigation
  - Geophysical/Geotechnical Field Data Processing/Evaluation
  - Waste Footprint/Depth Delineation
  - Conceptual Cover (Grading and Cover Section)
  - Conceptual Methane Mitigation
- Permitting
  - Status of Existing Landfill
  - Application for Disturbance of Final Cover/Development of Closed Landfill
  - Conceptual Design Approval
  - Meeting with TCEQ
- Design
  - Settlement Estimation
  - Methane Monitoring
  - Grading Design
  - Drainage Design
  - Incorporation of Park Elements
- Construction Documents
  - Plans
  - Specifications and Bid Schedule
- CA/CM
  - Engineering Support During Construction
  - Construction Certification
  - Record Drawings
- Coordination/PM
  - On-site Meetings/Site Visits
  - Virtual Meetings
  - Project Management

### Assumptions/Exclusions:

- All investigatory field and laboratory work other than general site reconnaissance will be performed by others with direction by Tetra Tech.
- An initial site reconnaissance visit is budgeted under Task 1, to be attended by Garth Bowers, traveling from Tucson, Arizona and will occur over two days, including travel time.



- Four additional site visits and in-person meetings in El Paso are assumed for budgetary purposes under Task 6, to be attended by Garth Bowers, traveling from Tucson, Arizona and will occur over two days, including travel time, for each visit. Attendance by additional or other Tetra Tech personnel may increase budgeted costs.
- Two meetings with TCEQ will be held in either El Paso or Austin and will be attended by Garth Bowers and Jim Norstrom and will occur over two days, including travel time, for each meeting.
- Twelve virtual meetings are assumed for budgetary purposes, to be attended by Garth Bowers, Jim Norstrom, and one Tetra Tech staff individual and are anticipated to average 1 hour per meeting.
- Site survey (including survey of boring locations and geophysical cross-sections), property replatting, and development of legal descriptions of property containing identified waste disposal footprint will be developed by others.
- Tetra Tech will be provided an existing conditions survey in AutoCAD Civil3D .dwg format, with the coordinate system, datum, projection, and control monument locations identified. If the coordinate system is not based on Texas State Plane coordinates and a recognized geodetic datum (North American Vertical Datum of 1988 or National Geodetic Vertical Datum of 1929), the project surveyor will provide reference information to allow the site coordinates to be registered to off-site sources of geographic information.
- Groundwater investigations, if warranted, will be scoped after the completion of the initial meetings/discussions with TCEQ and installation of soil borings.
- The initial investigation/30% design will identify limits of waste constraining site development on portions of the site while other portions of the site will be outside the limits of waste. Structures, facilities requiring irrigation, non-flexible pavement, and other features sensitive to settlement (differential and total) will be located on portions of the site outside the limits of waste.
- TCEQ approval of the closure design will be based on incorporation of the control and monitoring features developed at the conceptual design level. No additional development of design drawings will be required to be submitted by Tetra Tech for TCEQ review and approval at the final design level.
- No settlement mitigation design will be required for structures or other park features since features sensitive to settlement are assumed to be located on portions of the site not containing waste materials.
- Tetra Tech will provide one round of review and comment on the park design (including grading/drainage design and implementation of the conceptual cover system developed to the final design level) by others. This may include development by Tetra Tech of typical waste containment feature details, but will not require separate construction drawing sheets to be issued by Tetra Tech.
- Tetra Tech will provide one round of review and comment on the specifications and bid schedule developed by others regarding recommended requirements to implement the approved concept closure design and address waste containment concerns.
- Tetra Tech will not be required to develop engineer's opinions of probable construction costs.
- Tetra Tech will not be required to develop a project Construction Quality Assurance (CQA) Manual nor review a CQA Manual prepared by others.



- Tetra Tech's involvement during construction will be limited to engineering support (review of RFIs and change requests relating to waste containment features) provided remotely. For budgetary purposes, Tetra Tech assumes that this will include an average of 1 hour per week of Project Manager time with additional support from project engineers and designers.
- Tetra Tech will provide one round of review and comment on a Construction Certification Report and set of Record Drawings prepared by others.
- TCEQ may require modifications to existing installed facilities if they occur within the identified waste footprint, but these are not included in the proposed budget.
- No numerical modeling of the proposed cover as an Evapotranspiration Cover will be required by TCEQ.
- No active or passive landfill gas collection and control system (GCCS) or continuous monitoring facilities will be required for extraction of landfill gas from the existing landfill area. Landfill gas monitoring required for the project will be limited to passive subsurface monitoring probes located between the identified limits of waste and sensitive structures/areas.
- Work will be performed on a time-and-materials basis on Tetra Tech's standard Schedule of Charges for 2025 (see attached). A new rate schedule will be submitted for approval for work to be performed in subsequent years.
- Costs will be managed at the main task level.
- Upon the completion of Task 1, costs for subsequent tasks will be re-evaluated based on the information developed under Task 1 and TCEQ requirements for development on the site.
- The estimated cost and proposed scope of work are based on information available to Tetra Tech at this time. Services and materials requested or required during the course of work due to unforeseen or changed conditions, which are not part of this proposed scope of services, are not included in this estimate.





**Countryman & Company**  
**City of El Paso, Modesto Gomez Flat Fields**  
**FEE ESTIMATE**

LABOR CATEGORY		TOTAL LABOR HOURS	TOTAL LABOR COST	OTHER DIRECT COSTS TOTAL	TOTAL FEE
Units/Rate					
<b>TASK 01 INVESTIGATION/30 % DESIGN</b>					
01.1	Review Existing Data	203	\$40,521	\$2,026	\$42,547
01.2	Site Reconnaissance	30	\$6,658	\$883	\$7,541
01.3	Conceptual Locations of Park Elements	46	\$8,262	\$413	\$8,675
01.4	Pre-App Meeting with TCEQ	62	\$12,478	\$1,774	\$14,252
01.5	Scoping Geophysical/Geotechnical Field Investigation	22	\$5,072	\$254	\$5,326
01.6	Geophysical/Geotechnical Field Data Processing/Evaluation	84	\$19,264	\$963	\$20,227
01.7	Waste Footprint Delineation	107	\$18,065	\$903	\$18,968
01.8	Conceptual Cover	70	\$11,290	\$565	\$11,855
01.9	Conceptual Methane Mitigation	128	\$22,900	\$1,145	\$24,045
Task 01 Total		752	\$144,510	\$8,926	\$153,436
<b>TASK 02 PERMITTING</b>					
02.1	Status of Existing Landfill	49	\$8,797	\$440	\$9,237
02.2	Application for Disturbance of Final Cover/Development of Closed Landfill	109	\$19,925	\$996	\$20,921
02.3	Conceptual Design Approval	136	\$22,526	\$1,126	\$23,652
02.4	Meeting with TCEQ	62	\$13,306	\$1,815	\$15,121
Task 02 Total		356	\$64,554	\$4,377	\$68,931
<b>TASK 03 DESIGN</b>					
03.1	Settlement Estimation	60	\$12,416	\$621	\$13,037
03.2	Methane Monitoring	76	\$13,302	\$665	\$13,967
03.3	Grading Design	36	\$9,068	\$453	\$9,521
03.4	Drainage Design	36	\$9,068	\$453	\$9,521
03.5	Incorporation of Park Elements	14	\$3,690	\$185	\$3,875
Task 03 Total		222	\$47,544	\$2,377	\$49,921
<b>TASK 04 CONSTRUCTION DOCUMENTS</b>					
04.1	Plans	53	\$8,293	\$415	\$8,708
04.2	Specifications and Bid Schedule	28	\$4,768	\$238	\$5,006
Task 04 Total		81	\$13,061	\$653	\$13,714
<b>TASK 05 CA/CM</b>					
05.1	Engineering Support During Construction	84	\$15,394	\$770	\$16,164
05.2	Construction Certification	47	\$7,731	\$387	\$8,118
05.3	Record Drawings	15	\$2,673	\$134	\$2,807
Task 05 Total		146	\$25,798	\$1,291	\$27,089
<b>TASK 06 COORDINATION/PM</b>					
06.1	On-site Meetings/Site Visits	76	\$18,132	\$3,107	\$21,239
06.2	Virtual Meetings	42	\$7,626	\$381	\$8,007
06.3	Project Management	154	\$23,938	\$1,197	\$25,135
Task 06 Total		272	\$49,696	\$4,685	\$54,381
Total Hours		1,829			
Total Fee			\$345,163	\$22,309	\$367,472



**SCHEDULE OF CHARGES**

<b>PERSONNEL</b>	<b>RATE</b>	<b>PERSONNEL</b>	<b>RATE</b>
Administrative Assistant	\$102	Staff Env. Specialist/Scientist I	\$115
Project Clerk	\$91	Staff Env. Specialist/Scientist II	\$127
Project Data Analyst	\$84	Project Env. Specialist/Scientist I	\$139
Office Services Clerk	\$102	Project Env. Specialist/Scientist II	\$159
Project Coordinator	\$153	Project Env. Specialist/Scientist III	\$174
Senior Project Coordinator	\$175	Senior Env. Specialist/Scientist I	\$184
CAD Tech I	\$95	Senior Env. Specialist/Scientist II	\$193
CAD Tech II	\$111	Senior Env. Specialist/Scientist III	\$205
CAD Tech III	\$131	Field Data Collector	\$70
CAD Tech IV	\$151	Staff Planner/Permitter I	\$77
Designer I	\$169	Staff Planner/Permitter II	\$95
Designer II	\$184	Staff Planner/Permitter III	\$102
Designer III	\$203	Project Planner/Permitter I	\$119
Designer IV	\$221	Project Planner/Permitter II	\$131
Staff Engineer I	\$128	Project Planner/Permitter III	\$144
Staff Engineer II	\$139	Project Planner/Permitter IV	\$154
Staff Engineer III	\$151	Senior Planner/Permitter I	\$166
Project Engineer I	\$161	Senior Planner/Permitter II	\$181
Project Engineer II	\$173	Senior Planner/Permitter III	\$193
Project Engineer III	\$184	Senior Planner/Permitter IV	\$213
Senior Engineer I	\$194	Senior Planner/Permitter V	\$232
Senior Engineer II	\$205	Principal Planner/Permitter	\$294
Senior Engineer III	\$217	Architect I	\$139
Supervising Engineer I	\$228	Architect II	\$166
Supervising Engineer II	\$238	Architect III	\$194
Supervising Engineer III	\$250	Architect IV	\$222
Division Engineer I	\$271	Staff Geologist I	\$130
Division Engineer II	\$283	Staff Geologist II	\$140
Principal Engineer	\$309	Staff Geologist III	\$150
Principal	\$332	Project Geologist I	\$160
Senior Principal	\$349	Project Geologist II	\$174
Project Manager	\$182	Project Geologist III	\$184
Project Manager I	\$193	Senior Geologist I	\$194
Project Manager II	\$221	Senior Geologist II	\$205
Project Manager III	\$233	Senior Geologist III	\$217
Project Manager IV	\$244	Supervising Geologist I	\$228
Project Manager V	\$256	Supervising Geologist II	\$238
Senior Project Manager	\$266	Supervising Geologist III	\$250
Program Director	\$316	Principal Geotechnical Eng/Geologist	\$269
Project Advisor*	\$275-\$375	Principal Geotechnical Eng	\$298
Construction Supervisor I	\$184	Soils/Asphalt/Field Technician	\$122
Construction Supervisor II	\$194	Soils/Asphalt/Field Technician - Prevailing Wage	\$149
Construction Supervisor III	\$205	Technician	\$62
Construction Manager I	\$217	Technician I	\$93
Construction Manager II	\$233	Technician II	\$109
Senior Construction Manager	\$271	Senior Technician I	\$121
Principal Construction Manager	\$298	Senior Technician II	\$144
Chief of Survey Parties	\$203	Senior Technician III	\$157
1-Man Survey Party with GPS	\$245	Chief Technician	\$177
2-Man Survey Party	\$363	Senior Operator	\$179

Rates are Effective January 1, 2025 - December 31, 2025. Court Appearance (Expert Witness, Deposition) and Overtime Premium is 150% of Personnel Hourly Rate. \*Rate for Project Advisor to be based on specialized staff required.

**IN-HOUSE EXPENSES**

3% of Total Personnel Fees	
Personal Vehicle	\$0.65/mile
Company Vehicle	\$0.75/mile

**OTHER EXPENSES**

Company and Survey Vehicles	\$17/hour
Other Out-of-Pocket Expenses/Supplies/Travel	Cost + 15%
Consultants/Outside/Construction Services	Cost + 15%
Per Diem for Living Expenses	Federal +15%
Equipment Usage	See Attached Schedule

Outside services performed by others and direct expenses incurred on the Client's behalf are charged an administrative fee of fifteen (15%) to cover the cost to provide for administration, sub-consultant contract coordination and insurance. Fee to be added to the direct cost of all consultants, vendors, materials, equipment suppliers, other direct costs, and any other outside services.



**EQUIPMENT RENTAL RATES**

Rates are Effective January 1, 2025 - December 31, 2025

TYPE OF EQUIPMENT	DAY	WEEK	MONTH
4 Gas Range Meter CH <sub>4</sub> , H <sub>2</sub> S, CO, O <sub>2</sub> (Sentinel 44)	\$75	\$225	\$575
Alpha - I Personal Sampling Pump	\$75	\$200	\$500
Disposable Bailer	\$20/each	n/a	n/a
CO <sub>2</sub> Calorimetric Analysis Tubes	\$40	\$125	\$250
Downhole Camera	\$75/hr	n/a	n/a
Dupont Dosimeter Mark-3 (Personal Sample Pump)	\$50	\$150	\$300
Flow Calibrator (Gilian)	\$50	\$150	\$300
Gas Extraction Monitor (GEM 500 / 2000 / 2000 Plus)	\$145	\$445	\$1,330
Lung Sampler (Nutech 218)	\$100	\$300	\$800
Mini-Ram Data Logger	\$40	\$125	\$250
Mini-Ram Dust Meter	\$50	\$150	\$300
Organic Vapor Analyzer (OVA128)	\$125	\$400	\$1,000
Photo Ionization Detector (OVM580B)	\$125	\$400	\$1,000
Sample Train (Gas Extraction Pump)	\$50	\$150	\$300
Soil Auger/Sampler	\$30	\$90	\$180
Sounder (Liquid Level Indicator)	\$40	\$125	\$250
Horiba Meter	\$50	\$200	\$400
MiniRae 2000	\$75	\$200	\$500
GT Surveyor	\$75	\$200	\$500
GPS Enabled SEM Leak Detection Equipment	\$250	\$800	\$2,400
GPS Survey Equipment Services	n/a	\$200	n/a
Groundwater Sampling Equipment	\$30/hour	n/a	n/a
Company Vehicle	\$130	\$550	\$1,750
Field Sampling Supplies:	100/day	n/a	n/a
LEVEL C (Per Person)	\$150	n/a	n/a
Respirator with Cartridge (full or half faced), Tyvek Coveralls, Outer Gloves, Glove Liners, Neoprene Boots			
Sand Cone or Nuclear Density Gauge	\$14/hour	n/a	n/a
Hand auger and soil sampling equipment	\$70	n/a	n/a
BAT Permeameter	\$250	n/a	n/a
Double Ring Infiltrometer	\$250	n/a	n/a
Inclinometer data collection system	\$400	n/a	n/a
Infiltration test flowmeter	\$130 per day-test		
Floor level manometer	\$80	n/a	n/a
Moisture vapor emission test kit (material only)	\$40/kit	n/a	n/a
Field inspection kit (camera, recorder, GPS)	\$35	n/a	n/a



SLJ ENGINEERING, INC.		FEE PROPOSAL		City: El Paso	State: Texas
Description		Project: Modesto Gomez Flat Flit			
Topographic and Improvement Survey - Existing Conditions Survey		Completion in Weeks			
A. DIRECT SALARY COSTS					
SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS
Management and coordination, Data Research	Project Manager	6.00	\$ 166.00	\$ 996.00	
	Project Surveyor	8.00	\$ 190.00	\$ 1,520.00	
No. of Dwgs. ( )				\$ -	\$ 2,516.00
Establish Horizontal and Vertical Control in the field.	RPLS	8.00	\$ 190.00	\$ 1,520.00	
	3 Men Crew	24.00	\$ 155.00	\$ 3,720.00	
	Master Technician	12.00	\$ 106.00	\$ 1,272.00	
	Auto-Cadd Technician	12.00	\$ 90.00	\$ 1,080.00	
No. of Dwgs. ( )				\$ -	\$ 7,592.00
Prepare a topographic and improvement survey to include all items shown on the proposal.	RPLS	8.00	\$ 190.00	\$ 1,520.00	
	2Men Crew	60.00	\$ 135.00	\$ 8,100.00	
	Master Technician	24.00	\$ 106.00	\$ 2,544.00	
	Auto-Cadd Technician	52.09	\$ 90.00	\$ 4,688.00	
No. of Dwgs. ( )				\$ -	\$ 16,852.00
TOTAL DRAWINGS		Total Man-Hours	214.09	TOTAL SALARIES A \$ 26,960.00	
Remarks					
C. OTHER DIRECT COSTS (Attach estimate as necessary)					
1				AMOUNTS \$	
1				\$ -	
				\$ -	
		TOTAL OTHER DIRECT COSTS C \$ -			
D. OVERHEAD POOLS					
TITLES		RATES %	BASES \$	ITEMS	
1	Salary Burden	0.00%	\$ 26,960.00		\$ -
2	Overhead Multiplier	0.00%	\$ 26,960.00		\$ -
ARCHITECT-ENGINEER FIRM NAME AND ADDRESS					
SLJ Engineering, Inc.					
6600 Westwind, Drive, El Paso, TX 79912					
		E	TOTAL COST TO ENGINEER		\$ 26,960.00
		F	PROFIT 0.00 % OF E		\$ -
		G	TOTAL COST		\$ 26,960.00
TOTAL FEE		\$ 26,960.00			
PREPARED BY		DATE	APPROVED BY (Signature and Title) Date		
Georges Halloul, PE / Fernando Estrada Ph.D.		1/9/2025			



SLI ENGINEERING, INC.		City: El Paso		State: Texas	
FEE PROPOSAL		Project: Modesto Gomez Flat Flit			
Description		Completion in Weeks			
Topographic and Improvement Survey - Liner Subgrade Survey					
A. DIRECT SALARY COSTS					
SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS
Management and coordination, Data Research	Project Manager	2.00	\$ 166.00	\$ 332.00	
	Project Surveyor	3.00	\$ 190.00	\$ 570.00	
Establish Horizontal and Vertical Control in the field.	RPLS	4.00	\$ 190.00	\$ 760.00	\$ 902.00
	3 Men Crew	12.00	\$ 155.00	\$ 1,860.00	
	Master Technician	8.00	\$ 106.00	\$ 848.00	
	Auto-Cadd Technician	12.00	\$ 90.00	\$ 1,080.00	
Prepare a topographic and improvement survey to include all items shown on the proposal.	RPLS	2.00	\$ 190.00	\$ 380.00	\$ 4,548.00
	2Men Crew	36.00	\$ 135.00	\$ 4,860.00	
	Master Technician	10.00	\$ 106.00	\$ 1,060.00	
	Auto-Cadd Technician	21.22	\$ 90.00	\$ 1,910.00	\$ 8,210.00
TOTAL DRAWINGS		Total Man-Hours	110.22	TOTAL SALARIES A	\$ 13,660.00
C. OTHER DIRECT COSTS (Attach estimate as necessary)					
				AMOUNTS \$	
				\$ -	
				\$ -	
				TOTAL OTHER DIRECT COSTS C	\$ -
D. OVERHEAD POOLS					
TITLES		RATES %	BASES \$	ITEMS	
1 Salary Burden		0.00%	\$ 13,660.00		\$ -
2 Overhead Multiplier		0.00%	\$ 13,660.00		\$ -
ARCHITECT-ENGINEER FIRM NAME AND ADDRESS					
SLI Engineering, Inc.					
6600 Westwind, Drive, El Paso, TX 79912					
		E	TOTAL COST TO ENGINEER		\$ 13,660.00
		F	PROFIT	0.00	\$ -
		G	TOTAL COST		\$ 13,660.00
TOTAL FEE					\$ 13,660.00
PREPARED BY		DATE	1/9/2025	APPROVED BY (Signature and Title)	Date
Georges Halloul, PE / Fernando Estrada Ph.D.					



SLI ENGINEERING, INC.		FEE PROPOSAL		City: El Paso	State: Texas	PAGE:	
Description		Topographic and Improvement Survey - Protected Liner Survey		Project: Modesto Gomez Flat Flit			
				Completion in Weeks			
A. DIRECT SALARY COSTS							
SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS		
Management and coordination, Data Research	Project Manager	2.00	\$ 166.00	\$ 332.00			
	Project Surveyor	3.00	\$ 190.00	\$ 570.00			
Establish Horizontal and Vertical Control in the field.	RPLS	4.00	\$ 190.00	\$ 760.00			
	3 Men Crew	12.00	\$ 155.00	\$ 1,860.00			
	Master Technician	8.00	\$ 106.00	\$ 848.00			
	Auto-Cadd Technician	12.00	\$ 90.00	\$ 1,080.00			
Prepare a topographic and improvement survey to include all items shown on the proposal.	RPLS	2.00	\$ 190.00	\$ 380.00			
	2Men Crew	36.00	\$ 135.00	\$ 4,860.00			
	Master Technician	10.00	\$ 106.00	\$ 1,060.00			
	Auto-Cadd Technician	21.22	\$ 90.00	\$ 1,910.00			
TOTAL DRAWINGS		Total Man-Hours	110.22	TOTAL SALARIES A		\$ 13,660.00	
C. OTHER DIRECT COSTS (Attach estimate as necessary)							
				AMOUNTS \$			
				\$ -			
				\$ -			
				TOTAL OTHER DIRECT COSTS C			
				\$		\$ -	
D. OVERHEAD POOLS							
TITLES	RATES %	BASES \$	ITEMS				
1 Salary Burden	0.00%	\$ 13,660.00					
2 Overhead Multiplier	0.00%	\$ 13,660.00					
		TOTAL COST TO ENGINEER		\$		\$ 13,660.00	
		PROFIT		\$		\$ -	
		TOTAL COST		\$		\$ 13,660.00	
TOTAL FEE				\$		\$ 13,660.00	
PREPARED BY							
Georges Halloul, PE / Fernando Estrada Ph.D.		DATE		1/9/2025		APPROVED BY (Signature and Title)	
GENERAL SERVICES ADMINISTRATION						Date	







SLI ENGINEERING, INC.		FEE PROPOSAL		City: El Paso	State: Texas
Description: Subdivision Process		Project: Modesto Gomez Flat Fliet			
Completion in Weeks					
<b>A. DIRECT SALARY COSTS</b>					
SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS
Preliminary Plat	Engineer (Registered)	4.00	\$ 266.00	\$ 1,064.00	
	Project Manager	8.00	\$ 166.00	\$ 1,328.00	
	Engineer Assistant	6.00	\$ 167.00	\$ 1,002.00	
	Auto-Cadd Technician	17.53	\$ 166.00	\$ 2,910.00	
No. of Drawgs: (				\$ -	\$ 6,304.00
Final Plat	Engineer (Registered)	4.00	\$ 266.00	\$ 1,064.00	
	Project Manager	4.00	\$ 166.00	\$ 664.00	
	Engineer Assistant	8.00	\$ 96.00	\$ 768.00	
	Auto-Cadd Technician	20.00	\$ 90.00	\$ 1,800.00	
No. of Drawgs: (				\$ -	\$ 4,296.00
Change of Zoning	Engineer (Registered)	3.00	\$ 266.00	\$ 798.00	
	Project Engineer	6.00	\$ 170.00	\$ 1,020.00	
	Engineer Assistant	8.00	\$ 96.00	\$ 768.00	
	Auto-Cadd Technician	4.16	\$ 90.00	\$ 374.00	
No. of Drawgs: (				\$ -	\$ 2,960.00
TOTAL DRAWINGS		Total Man-Hours	92.69	TOTAL SALARIES A	\$ 13,560.00
Remarks					
<b>C. OTHER DIRECT COSTS (Attach estimate as necessary)</b>					
				AMOUNTS \$	
				\$ -	
				\$ -	
TOTAL OTHER DIRECT COSTS C \$ -					
<b>D. OVERHEAD POOLS</b>					
TITLES		RATES %	BASES \$	ITEMS	
1 Salary Burden		0.00%	\$ 13,560.00		\$ -
2 Overhead Multiplier		0.00%	\$ 13,560.00		\$ -
ARCHITECT-ENGINEER FIRM NAME AND ADDRESS					
SLI Engineering, Inc.					
6600 Westwind, Drive, El Paso, TX 79912					
TOTAL FEE		TOTAL COST TO ENGINEER		\$ 13,560.00	
		F PROFIT		\$ -	
		G TOTAL COST		\$ 13,560.00	
PREPARED BY		APPROVED BY (Signature and Title)		Date	
Georges Halloul, PE / Fernando Estrada Ph.D.				1/9/2025	
GENERAL SERVICES ADMINISTRATION					

ADAPTED FROM GSA FORM 2630 (2-71)



SLI ENGINEERING, INC.		FEE PROPOSAL		City: El Paso	State: Texas
Description		Traffic Impact Analysis (If Required)		Project: Modesto Gomez Flat Fliet	
				Completion in Weeks	
<b>A. DIRECT SALARY COSTS</b>					
SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS
Traffic Counts	Engineer (Registered)	1.00	\$ 266.00	\$ 266.00	
	Project Manager	1.00	\$ 166.00	\$ 166.00	
	Planner 1	24.00	\$ 91.00	\$ 2,184.00	
	Other (Administrative)	100.00	\$ 89.00	\$ 8,900.00	
No. of Days: ( )				\$ -	\$ 11,516.00
Traffic Analysis	Engineer (Registered)	22.00	\$ 266.00	\$ 5,852.00	
	Project Manager	6.00	\$ 166.00	\$ 996.00	
	Engineer Assistant	32.00	\$ 96.00	\$ 3,072.00	
	Auto-Cadd Technician	12.00	\$ 90.00	\$ 1,080.00	
No. of Days: ( )				\$ -	\$ 11,000.00
Traffic Impact Analysis Report	Engineer (Registered)	16.00	\$ 266.00	\$ 4,256.00	
	Project Engineer	6.00	\$ 170.00	\$ 1,020.00	
	Engineer Assistant	8.00	\$ 96.00	\$ 768.00	
	Clerical	12.96	\$ 54.00	\$ 700.00	
No. of Days: ( )					\$ 6,744.00
TOTAL DRAWINGS		Total Man-Hours	240.96	TOTAL SALARIES A	\$ 29,260.00
Remarks					
<b>C. OTHER DIRECT COSTS (Attach estimate as necessary)</b>					
1				AMOUNTS \$	
1				\$ -	
TOTAL OTHER DIRECT COSTS C					
<b>D. OVERHEAD POOLS</b>					
TITLES	RATES %	BASES \$	ITEMS		
1 Salary Burden	0.00%	\$ 29,260.00		\$ -	
2 Overhead Multiplier	0.00%	\$ 29,260.00		\$ -	
ARCHITECT-ENGINEER FIRM NAME AND ADDRESS					
SLI Engineering, Inc.					
6600 Westwind, Drive, El Paso, TX 79912					
E	PROFIT	0.00	% OF E	\$ 29,260.00	
F				\$ -	
G				\$ 29,260.00	
TOTAL COST				\$ 29,260.00	
<b>TOTAL FEE</b>				\$ 29,260.00	
PREPARED BY		DATE		APPROVED BY (Signature and Title)	
Georges Halloul, PE / Fernando Estrada Ph.D		1/9/2025		Date	
GENERAL SERVICES ADMINISTRATION					

ADAPTED FROM GSA FORM 2630 (2-71)



SLI ENGINEERING, INC.		FEE PROPOSAL		City: El Paso	State: Texas
Description		Civil Construction Documents 1 of 2		Project: Modesto Gomez Flat Fliet	
				Completion in Weeks	
<b>A. DIRECT SALARY COSTS</b>					
SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS
Grading Design, Drainage Design, Details, Sections and Coordination between Engineers, Architects, and City of El Paso	Engineer (Registered)	24.00	\$ 266.00	\$ 6,384.00	
	Project Manager	96.00	\$ 166.00	\$ 15,936.00	
	Engineer Assistant	120.00	\$ 96.00	\$ 11,520.00	
	Auto-Cadd Technician	182.44	\$ 90.00	\$ 16,420.00	
No. of Dwg. ( )				\$ -	\$ 50,260.00
Underground Storm Water System - Plan and Profile - Standard Details	Project Engineer	10.00	\$ 170.00	\$ 1,700.00	
	Project Manager	16.00	\$ 166.00	\$ 2,656.00	
	Engineer Assistant	22.00	\$ 96.00	\$ 2,112.00	
	Auto-Cadd Technician	52.13	\$ 90.00	\$ 4,692.00	
No. of Dwg. ( )				\$ -	\$ 11,160.00
Ponding Design, Sections and Details	Project Manager	6.00	\$ 166.00	\$ 996.00	
	Project Engineer	4.00	\$ 170.00	\$ 680.00	
	Engineer Assistant	10.00	\$ 96.00	\$ 960.00	
	Auto-Cadd Technician	38.04	\$ 90.00	\$ 3,424.00	
No. of Dwg. ( )					\$ 6,060.00
TOTAL DRAWINGS		Total Man-Hours	580.62	TOTAL SALARIES A \$ 67,480.00	
<b>C. OTHER DIRECT COSTS (Attach estimate as necessary)</b>					
				AMOUNTS \$	
				\$ -	
				\$ -	
<b>D. OVERHEAD POOLS</b>					
TITLES		RATES %	BASES \$	ITEMS	
1 Salary Burden		0.00%	\$ 67,480.00		\$ -
2 Overhead Multiplier		0.00%	\$ 67,480.00		\$ -
ARCHITECT-ENGINEER FIRM NAME AND ADDRESS					
SLI Engineering, Inc.					
6600 Westwind, Drive, El Paso, TX 79912					
		E	PROFIT	0.00	% OF E
		F			\$ 67,480.00
		G			\$ -
		TOTAL COST		\$ 67,480.00	
<b>TOTAL FEE</b>				<b>\$ 67,480.00</b>	
PREPARED BY		DATE	APPROVED BY (Signature and Title)		Date
Georges Halloul, PE / Fernando Estrada Ph.D.		1/9/2025			
GENERAL SERVICES ADMINISTRATION					

ADAPTED FROM GSA FORM 2430 (2-71)







SLI ENGINEERING, INC.		FEE PROPOSAL		City: El Paso	State: Texas
Description		Project: Modesto Gomez Flat Fleet			
Civil Construction Observation		Completion in Weeks			
<b>A. DIRECT SALARY COSTS</b>					
SPECIALTIES	JOB TITLES	MAN-HOURS	RATES \$	AMOUNTS \$	TOTALS
Visit the site and attend construction meetings	Engineer (Registered)	8.00	\$ 266.00	\$ 2,128.00	
	Project Manager	12.00	\$ 166.00	\$ 1,992.00	
Assist the Architect to review submittals related to Civil.	Project Engineer	6.00	\$ 170.00	\$ 1,020.00	\$ 4,120.00
	Project Manager	6.00	\$ 166.00	\$ 996.00	
	Engineer Assistant	8.00	\$ 96.00	\$ 768.00	
				\$ -	\$ -
Prepare Site Visit Reports	Project Manager	8.00	\$ 166.00	\$ 1,328.00	\$ 2,784.00
	Project Engineer	14.00	\$ 170.00	\$ 2,380.00	
	Engineer Assistant	21.33	\$ 96.00	\$ 2,048.00	
				\$ -	\$ 5,756.00
TOTAL DRAWINGS		Total Man-Hours	83.33	TOTAL SALARIES A	\$ 12,660.00
Remarks					
<b>C. OTHER DIRECT COSTS (Attach estimate as necessary)</b>					
1				AMOUNTS \$	
1				\$ -	
TOTAL OTHER DIRECT COSTS C					
<b>D. OVERHEAD POOLS</b>					
TITLES	RATES %	BASES \$	ITEMS		
1 Salary Burden	0.00%	\$ 12,660.00		\$ -	
2 Overhead Multiplier	0.00%	\$ 12,660.00		\$ -	
ARCHITECT/ENGINEER FIRM NAME AND ADDRESS					
SLI Engineering, Inc.					
6600 Westwind, Drive, El Paso, TX 79912					
E	TOTAL COST TO ENGINEER			\$ 12,660.00	
F	PROFIT	0.00	% OF E	\$ -	
G	TOTAL COST			\$ 12,660.00	
<b>TOTAL FEE</b>					\$ 12,660.00
PREPARED BY				DATE	
Georges Haloul, PE / Fernando Estrada Ph.D.				1/9/2025	
GENERAL SERVICES ADMINISTRATION				APPROVED BY (Signature and Title)	Date

ADAPTED FROM GSA FORM 2430 (2-71)



# FEE PROPOSAL FOR LANDSCAPE ARCHITECTURE FOR MODESTO GOMEZ FLAT FIELDS

THE DRY LAND | Landscape Architecture  
110 Montecillo, Suite 1C  
El Paso, Texas 79912

11 | 11 | 24

Jennifer Countryman  
Countryman & Co.  
108 S. Stanton  
El Paso, Texas 79901

Dear Ms. Countryman:

## 1.0 SCOPE OF WORK

The proposed scope of work is the landscape design for Modesto Gomez Flat Fields, located at 4600 Edna Ave, in El Paso. Proposed landscape improvements will be designed to satisfy the City of El Paso's Landscape Ordinance. Design work includes, and is limited to, the following:

- Assistance with site planning (drafting not included)
- Selection and planning of site amenities
- Planting design
- Turf and rock design
- Irrigation design
- Renderings, 3 views
- Community engagement meeting, 1 for 30% design, 2 more for 100% design

## 2.0 STAGES OF WORK

The stages of work include the following:

- 30% and 100% landscape plans
- Specifications for proposed landscape improvements
- Bidding Assistance and Construction Administration for up to six months of construction time, to include site visits, submittal and RFI responses



### 3.0 FEE

The fee is \$84,300, broken down as follows:

Phase	Role	Hours	Hourly Rate	Fee
30% Plans	Principal / Landscape Architect	20	\$ 150	\$ 3,000
	Project Manager	60	\$ 90	\$ 5,400
	Landscape Designer / CAD Drafter	180	\$ 60	\$ 10,800
30% Plans Fee				\$ 19,200
100% Plans	Principal / Landscape Architect	60	\$ 150	\$ 9,000
	Project Manager	180	\$ 90	\$ 16,200
	Landscape Designer / CAD Drafter	540	\$ 60	\$ 32,400
100% Plans Fee				\$ 57,600
Bidding + CA	Principal / Landscape Architect	8	\$ 150	\$ 1,200
	Project Manager	30	\$ 90	\$ 2,700
	Landscape Designer / CAD Drafter	60	\$ 60	\$ 3,600
B + CA Fee				\$ 7,500
TOTAL FEE				\$ 84,300

Invoices are rendered at the completion of each stage and are due within 45 days.

### 4.0 ADDITIONAL SERVICES

Please note that the fee includes three submissions maximum. Additional redesign based on additional revised site plans, revisions to the design requested after approval to proceed has been given and design of future phases within the same parcel will be viewed as an additional service.

Assuming you find this proposal satisfactory, please sign below where indicated and return.

Regards,

Jonathan Matthews | RLA, LI, SITES AP, LEED Green Associate  
THE DRY LAND  
915 887 7893  
jonathan@thedryland.com

.....  
Approved by Jennifer Countryman on behalf of Countryman & Co.

X \_\_\_\_\_ Date \_\_\_\_\_  
ISSUING THE DRY LAND DIGITAL FILES OF THE SITE PLAN SO THAT THE DRY LAND CAN BEGIN DESIGN WILL CONSTITUTE ACCEPTANCE OF THIS PROPOSAL, EVEN IF THE PROPOSAL IS NOT SIGNED.





January 14, 2025

Jennifer Countryman  
Team Lead | Architect  
108 S. Stanton  
El Paso, TX 79901  
[jennifer@countrymanandcoarchitecture.com](mailto:jennifer@countrymanandcoarchitecture.com)

RE: Modesto Gomez Flat Fields Project – Proposal for Design Services  
4600 Edna Ave, El Paso, TX 79905

**Hellas** is pleased to provide you with this proposal for design services for the City of El Paso – Modesto Gomez Park project.

The proposed project, titled **Modesto Gomez Flat Fields**, located at **4600 Edna Ave, El Paso, TX 79905**, involves the design and construction of two new artificial turf fields for American football and soccer, including all necessary elements such as curbs, base preparation, turf installation, and drainage systems. Our design team will also coordinate closely with the other trades to ensure a comprehensive, well-integrated field setup.

**Hellas** design services will include:

1. **Construction Documents**
  - a. Prepare grading and drainage plans.
  - b. Prepare details for all proposed work for the turf fields.
  - c. Attend design coordination meetings as required.
  - d. Prepare project specifications.
  - e. Prepare development site plan based on dimensioned site plan provided by the Engineer or Architect.
2. **Provide construction phase services for duration of the project, including:**
  - a. Review submittals and comment as required.
  - b. Review and respond to RFI and CPR issues.
  - c. Perform site visits during construction and a punch list walkthrough and final walkthrough at project completion.
  - d. Topographic survey.

**Proposal Price**

**\$18,000.00**





### **Proposal Price Breakout:**

Phases	Discipline	Scope of Design	Approx. Hours Spent	Rate/Hr.	Totals
0%-30%	Designer / Engineer	Drop-In Soccer Fields	40	\$ 150.00	\$ 6,000.00
30%-100%	Designer / Engineer	Drop-In Soccer Fields	40	\$ 150.00	\$ 6,000.00
Construction	Designer / Engineer	Drop-In Soccer Fields	40	\$ 150.00	\$ 6,000.00

### **Exclusions:**

Any fees, including any utility impact fees generated by construction improvements.  
Any permits, including city permits.  
Any stormwater drainage reports or calculations.

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Please get in touch with our office should you have any questions regarding this quotation.  
**Hellas** looks forward to the award of this project and is eager to work with you.



**David Anaya**

Estimator

(720) 520-1054

[danaya@hellasconstruction.com](mailto:danaya@hellasconstruction.com)

**Hellas**



HARDER STRUCTURAL - STRUCTURAL ENGINEERING

HOURLY BREAKDOWN

Client	City of El Paso   Capital Improvement Department			
	218 N. Campbell   Second Floor   El Paso, Texas 79901			
Project Name	Modesto Gomez Park			
Phase 1 30% Design				
	Professional	Hourly Rate	No. of Hours.	Cost
	Principal Engineer	\$225.00	2	\$450.00
	Project Manager	\$75.00	2	\$150.00
	Production Technician II	\$50.00	4	\$200.00
Phase 1 Sub-Total				\$800.00
Phase 2 100% Design				
	Professional	Hourly Rate	No. of Hours.	Cost
	Principal Engineer	\$225.00	6	\$1,350.00
	Project Manager	\$75.00	16	\$1,200.00
	Production Technician II	\$50.00	19	\$950.00
Phase 2 Sub-Total				\$3,500.00
Phase 3 Bidding Support				
	Professional	Hourly Rate	No. of Hours.	Cost
	Principal Engineer	\$225.00	1	\$225.00
	Project Manager	\$75.00	1	\$75.00
	Production Technician II	\$50.00	0	\$0.00
Phase 3 Bidding Support Sub-Total				\$300.00
Phase 4 Construction Admin				
	Professional	Hourly Rate	No. of Hours.	Cost
	Principal Engineer	\$225.00	4	\$900.00
	Project Manager	\$75.00	4	\$300.00
	Production Technician II	\$50.00	6	\$300.00
Phase 4 Const. Admin Sub-Total				\$1,500.00
TOTAL FEE				\$6,100.00

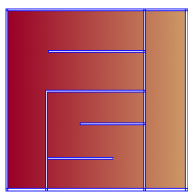


# ALPHA ENG.

Proposal Date: 1/9/2025  
Prepared for: CountryMan & Co.

SCOPE OF SERVICES		COSTS										TOTAL			
	Calculated Rate	2 10	30% Days	6 30	100%CD Days	12 60	CA Days					20 100	Weeks Days		
Personnel Classification	Billable Rate	Report (Program)		Preliminary Design (Concept + SDs)		Pre-Final Design (DDs)						Costs			
		Hours	Cost	Hours	Cost	Hours	Cost								
Principal Engineer	\$200.00	10	\$2,000	20	\$4,000	11	\$2,200					\$8,200			
Project Engineer	\$150.00	28	\$4,200	36	\$5,400	22	\$3,300					\$12,900			
Revit Technician	\$90.00	60	\$5,400	108	\$9,720	0	\$0					\$15,120			
Clerical	\$50.00	8	\$400	18	\$900	46	\$2,300					\$3,600			
				0		0									
Total Fees and Hours by Phase		106	\$12,000	182	\$20,020	79	\$7,800					\$39,820			
												Total Fee (Rounded to nearest 000)		*	\$40,000





# FLUID SYSTEMS, INC.

CONSULTING MECHANICAL ENGINEERS  
12244 Rathmore Drive • EL PASO, TEXAS 79928 • (915) 856-9420  
REGISTRATION NUMBER: F-1161

November 11, 2024

Jennifer Countryman RA, AIA, NCARB, LEED AP, MA Sociology, PMI PMP Certified

Countryman & Co.

Architecture

108 S. Stanton, El Paso, Texas 79901, 915.929.1827  
[www.countrymanandcoarchitecture.com](http://www.countrymanandcoarchitecture.com)

RE: City of El Paso Modesto Gomez Park Improvements

Dear Mrs. Countryman:

This is our proposal for providing professional mechanical and plumbing engineering services on the above-mentioned project. We understand that the project would consist of work as described in email sent on November 5<sup>th</sup>, 2024 and subsequent meetings held concerning park improvements. It is our understanding a new bathroom building is to be provided and addressing utilities within the park associated with this new building. Extension of utilities beyond the property lines if required will be performed by others.

Our services would include schematic design phase, complete mechanical contract documents, including specifications typed to your format, probable cost estimates, bidding phase consulting, review of shop drawings, equipment submittals, and construction observation at the appropriate intervals.

Our fee for these services would be as follows:

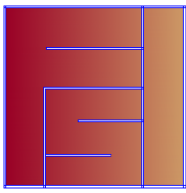
Design to 30%:	\$ 1,805.00
Design to 100%:	\$ 1,965.00
CA to 6 months:	\$ 910.00

If you have any questions, please call us at any time.

Yours truly,

Jose A. Bernal P.E.





# FLUID SYSTEMS, INC.

CONSULTING MECHANICAL ENGINEERS  
 12244 Rathmore Drive • EL PASO, TEXAS 79928 • (915) 856-9420  
 REGISTRATION NUMBER: F-1161

PERSONNEL CLASIFICATION	HOURLY RATE	PHASES					
		Preliminary Design(30%)		FINAL DESIGN		CONSTRUCTION ADMIN.	
		HOURS	COST	HOURS	COST	HOURS	COST
ENGINEER	\$180.00	2	\$360.00	2	\$360.00	2	\$360.00
ASSISTANT ENGINEER	\$155.00	4	\$620.00	4	\$620.00	2	\$310.00
SPECIFICATION WRITER	\$85.00	1	\$95.00	3	\$255.00	0	\$0.00
ESTIMATOR	\$75.00	0	\$0.00	0	\$0.00	0	\$0.00
CAD OPERATOR	\$75.00	8	\$600.00	8	\$600.00	2	\$110.00
SECRETARIAL	\$65.00	2	\$130.00	2	\$130.00	2	\$130.00
		HOURS:	COST:	HOURS:	COST:	HOURS:	COST:
TOTALS		17	\$1,805.00	19	\$1,965.00	8	\$910.00
Total:							\$4,680.00



November 11<sup>th</sup>, 2024

Opp #: 24-21617

Jennifer Countryman RA, AIA, NCARB, LEED AP, MA Sociology, PMI PMP Certified  
Countryman & Co. Architecture  
108 S. Stanton . El Paso . Texas 79901

Re: City of El Paso Modesto Gomez Flat Fields  
Cost Management Services

Dear Jennifer,

Please find detailed below our proposal including our understanding of the project along with an overview of our proposed approach and service deliverables. Should you have any questions or queries whilst reading the below, then please do not hesitate to contact me.

## PROJECT UNDERSTANDING

We understand the project consists of developing 27.17 acres of the Modesto Gomez Flat Fields with a total budget of \$5.8M.

## COST MANAGEMENT APPROACH / DELIVERABLES

It is intended that the design information will be presented at each milestone listed below and will require the estimation of all project / construction costs, which will include GC general conditions, bonds, insurances, fee's design / construction contingencies and escalation. All soft / project costs are excluded. The estimate will be prepared in a format to suit and, where applicable, will measure and quantify scope to provide detailed cost information. Where areas, details, systems, and the like cannot be identified, we shall provide details based upon historic and parametric data from our benchmarks of similar projects and developments. Our deliverables for each stage are as follows:

### 30% Design

- Review design documents provided by design team
- Develop detailed cost estimate based on information provided
  - o Cost per SF will be provided where applicable
- Single (1) estimate review with Ownership / Design Team
- Single (1) estimate update based on feedback received



**60% Design**

- Review design documents provided by design team
- Develop detailed cost estimate based on information provided
- Single (1) estimate review with Ownership / Design Team
- Single (1) estimate update based on feedback received

**90% Design**

- Review design documents provided by design team
- Develop detailed cost estimate based on information provided
- Single (1) estimate review with Ownership / Design Team
- Single (1) estimate update based on feedback received

**Final Design**

- Review design documents provided by design team
- Develop detailed cost estimate based on information provided
- Single (1) estimate review with Ownership / Design Team
- Single (1) estimate update based on feedback received

**FEE PROPOSAL**

We propose a **lumpsum fee of \$29,500**. See breakdown below.

Milestones	Meetings	Estimate	Reconciliation	Total
30% Design	Included	\$6,750	Excluded	\$6,750
60% Design	Included	\$7,600	Excluded	\$7,600
90% Design	Included	\$8,600	Excluded	\$8,600
Final Design	Included	\$7,000	Excluded	\$7,000
<b>Total</b>	<b>Included</b>	<b>\$29,950</b>	<b>Excluded</b>	<b>\$29,950</b>

**EXCLUSIONS**

The following services are not included in the rates above but can be provided at an additional fee if required:

- Estimate deliverables in addition to those listed above and / or estimating later milestones
- GC reconciliation and continuous cost management
- Estimating FF&E / equipment costs / operations and maintenance costs / life cycle costing
- Construction administration / post contract cost management / scheduling
- Risk management / risk register / procurement
- Value engineering
- General contractor / construction manager contract negotiation
- Sub-contractor bid leveling
- In person meeting attendance



**CONTRACT TERMS**

Our fees assume any required design information (including drawings, specifications, and reports) required for the performance of our work will be provided in hard copy or electronic at no cost to Cumming. PDF is the preferred electronic format. Reimbursable expenses (travel, etc.) have been excluded and if incurred will be invoiced at actual cost with no mark-up.


Fees are valid for 90 days from the date of this proposal. Should any of the above be deleted from our scope of services, we reserve the right to adjust the remaining fees to reflect possible resultant changes to the scope of the remaining service. Please note we will require written authorization to proceed, along with acceptance of the proposed contract attached to this letter.

Invoices will be issued at the end of each calendar month and shall be based upon the agreed hourly billing rates, or in the case of an agreed lump sum, a percentage in proportion to the services performed. Each invoice will require payment within a period of 30 days from the date of the invoice.

Cumming will require at least 15 working days from receipt of all applicable documents to delivery of final estimates / updates. If this proposal meets with your approval, please return a signed acceptance, indicating the amount of approval, which will serve as the agreement between parties and our authorization to perform the services included herein. Corporate policy does not allow us to work until we have received your written authorization.

Thank you again for the opportunity to be part of your team and we certainly look forward to working with you on this exciting project. I trust the above will be to your satisfaction, but should you have any queries or questions relating to the above then please feel free to contact me anytime.

Sincerely,

	
Lucas Stover, Director of Cost Management	Sign in acceptance by:



**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “Architectural and Engineering Services for the Modesto Gomez Central Flat Fields Project” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

**REPORT/CONCEPT PHASE**

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
  - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in



connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

**d.** Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

## PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not



limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

#### **PHASE II - PRE-FINAL DESIGN PHASE**

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall



include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.



### **PHASE III - FINAL DESIGN PHASE**

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

### **BIDDING PHASE**

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.



5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

### **CONSTRUCTION PHASE**

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.



Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the



construction contractor, a final inspection of the Project and prepare and publish a “punch list” of minor deficiencies to be corrected prior to final payment to the construction contractor. The “**punch list**” shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) “record” drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.



21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

### **ADDITIONAL SERVICES OF THE CONSULTANT**

#### **GENERAL**

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.



4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

#### **RESIDENT PROJECT SERVICES**

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.



## ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “**ARCHITECTUAL AND ENGINEERING SERVICES FOR THE MODESTO GOMEZ CENTRAL FLAT FIELDS PROJECT**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$899,000.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

### PAYMENT SCHEDULE

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

#### Payment to Consultant

<b>Phase 1- 30% Design</b>	<b>\$ 420,456.50</b>
<b>Phase 2 - Design</b>	<b>\$ 311,724.50</b>
<b>Phase 3 - Bidding &amp; CA</b>	<b>\$ 157,834.00</b>
<b>Total:</b>	<b>\$ 890,015.00</b>

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

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

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

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

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

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year.



The Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> of any given year, to coincide with the Owner's fiscal year.

**Communications Costs:** Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

## **DELIVERABLE SCHEDULE**

### **CONCEPT PHASE**

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE I—PRELIMINARY DESIGN PHASE**

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

### **PHASE II—PRE-FINAL DESIGN PHASE**

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10)**



**copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### **PHASE IV—BIDDING PHASE**

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months**.

#### **PHASE V - CONSTRUCTION PHASE**

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.



**ATTACHMENT “E”  
INSURANCE CERTIFICATE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> WestStar Insurance P.O. Box 99105  El Paso TX 79999-9105	<b>CONTACT</b> NAME: Eric M Swanson PHONE (A/C, No, Ext): (915) 747-4114 E-MAIL: Eric.Swanson@WestStar-Insurance.com FAX (A/C, No): (915) 206-6552														
<b>INSURED</b> Countryman & Co  108 S. Stanton St, Floor 3  El Paso TX 79901 (915) 929-1827	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Ohio Casualty Ins Co. (The)</td><td>24074</td></tr><tr><td>INSURER B: General Ins. Co of America</td><td>24732</td></tr><tr><td>INSURER C: Travelers Casualty &amp; Surety Co</td><td>19038</td></tr><tr><td>INSURER D: Texas Mutual Insurance Co</td><td>22945</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Casualty Ins Co. (The)	24074	INSURER B: General Ins. Co of America	24732	INSURER C: Travelers Casualty & Surety Co	19038	INSURER D: Texas Mutual Insurance Co	22945	INSURER E:		INSURER F:	
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INSURER D: Texas Mutual Insurance Co	22945														
INSURER E:															
INSURER F:															

**COVERAGES** MA **CERTIFICATE NUMBER:** Cert ID 9907 (7) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BWG62552244	01/13/2024	01/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/Non Owned \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BWG62552244	01/13/2024	01/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ESO62552244	01/13/2024	01/13/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	0002084101	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors and Omissions		107972573	01/13/2024	01/13/2025	Each Occurrence \$ 1,000,000
C	Errors and Omissions		107972573	01/13/2024	01/13/2025	Aggregate \$ 2,000,000

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

Project No. 2024-0687R  
Project Name . AE Services for the Modesto Gomez Central Flat Fields Project  
City of El Paso C/O Capital Improvement are listed as additional insured as required by written contract in respects to the general liability.

## CERTIFICATE HOLDER

## CANCELLATION

City of El Paso C/O Capital Improvement  
Department  
218 N. Campbell St.

El Paso TX 79901

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

AUTHORIZED REPRESENTATIVE

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# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

## Introduction:

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

## Definitions:

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

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

## Contributor / Donor Information:

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

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

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

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



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

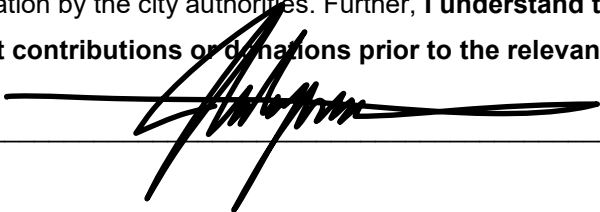
I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

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

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

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





Legislation Text

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File #: 25-188, Version: 2

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

Streets and Maintenance, Randy Garcia, (915) 212-7000

**AGENDA LANGUAGE:**

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

*Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just make sure all posting language is populated between "TITLE" and "END".*

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 2024-0474 Automotive Fuel- Unleaded to the following suppliers: 1) Rio Valley Biofuels LLC, 2) Mansfield Oil Company, 3) Tartan Oil for a total estimated amount of \$9,600,000.00. This contract will provide unleaded automotive fuel to ensure the continual supply to city-owned vehicles that require fuel for daily operations.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$1,200,000.00 for the initial term, which represents a 14.29% increase due to fuel prices increases.

Department: Streets and Maintenance

Award to Primary Vendor: Rio Valley Bio Fuels LLC

City & State: El Paso, TX

Item(s): All

Initial Term: 3 Years

Option Terms: 2 Years

Total Contract Time: 5 Years

Award to Secondary Vendor: Mansfield Oil Company

City & State: Gainesville, GA

Item(s): All

Initial Term: 3 Years



Option Terms: NA  
Total Contract Time: 3 Years

Award to Tertiary Vendor: Tartan Oil LLC  
City & State: Knoxville, TN  
Item(s): All  
Initial Term: 3 Years  
Option Terms: NA  
Total Contract Time: 3 Years

Total Annual Estimated Award: \$3,200,000.00  
Total Initial Term Estimated Award: \$9,600,000.00  
Total Option Term Estimated Award: \$6,400,000.00  
Total Estimated Award: \$16,000,000.00

Account(s) 532-3600-531240-37020-P3701  
Funding Source(s): Internal Service Fund  
District(s): All

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

The Purchasing & Strategic Sourcing Department and Streets and Maintenance Department recommend award as indicated to primary vendor: Rio Valley Biofuels, LLC, secondary vendor: Mansfield Oil Company and tertiary vendor: Tartan Oil, LLC the highest ranked bidders based on the evaluation factors established in the evaluation criteria for this procurement.

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

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



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



**DEPARTMENT:** Streets and Maintenance  
Purchasing & Strategic Sourcing

**AGENDA DATE:** February 25, 2025

**PUBLIC HEARING DATE:** NA

**CONTACT PERSON NAME:** Randy Garcia, Interim Streets and Maintenance Director **PHONE NUMBER:** (915)212-7000

Claudia A. Garcia, Director of Purchasing & Strategic Sourcing **PHONE NUMBER** (915)212-0043

**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 2024-0474 Automotive Fuel- Unleaded to primary vendor: Rio Valley Biofuels LLC, secondary vendor: Mansfield Oil Company and tertiary vendor: Tartan Oil dba Saratoga Rack Marketing, LLC for an initial term of three (3) years for an estimated amount of \$9,600,000.00. The award also includes a two (2) year option for an estimated amount of \$6,400,000.00. The total contract time is for five (5) years for a total estimated amount of \$16,000,000.00.

**BACKGROUND / DISCUSSION:**

This contract will provide unleaded automotive fuel to ensure the continual supply to city-owned vehicles that require fuel for daily operations. The City currently owns over 1,900 light-duty vehicles and over 300 Police vehicles. Fuel is to be delivered at five separate City fuel dispensing stations which are located at Raynor (PD), Northwest (Atlantic), MSC (Lafayette), Northeast (Hondo Pass), Eastside (ERCC), and other locations as needed.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

A pre-bid meeting was held on May 15, 2024. One (1) supplier was in attendance.

**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 seventeen (17) viewers online; five (5) bids were received; one (1) from a local supplier.

**CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: An increase of \$1,200,000.00 for the initial term, which represents a 14.29% increase due to fuel prices increases.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

NA

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$9,600,000.00

Funding Source: Internal Service Fund

Account: 532-3600-531240-37020-P3701

2024-0474 Automotive Fuel- Unleaded



**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

---

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

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Randy Garcia, Streets and Maintenance Interim Director

  
\_\_\_\_\_  
Claudia A. Garcia, Director of Purchasing & Strategic Sourcing



Project Form  
Best Value Bid

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

Please place the following item on the Regular Agenda for the City Council of February 25, 2025

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 2024-0474 Automotive Fuel- Unleaded to the following suppliers: 1) Rio Valley Biofuels LLC, 2) Mansfield Oil Company, 3) Tartan Oil for a total estimated amount of \$9,600,000.00. This contract will provide unleaded automotive fuel to ensure the continual supply to city-owned vehicles that require fuel for daily operations.

**Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$1,200,000.00 for the initial term, which represents a 14.29% increase due to fuel prices increases.

Department:	Streets and Maintenance
Award to Primary Vendor:	Rio Valley Bio Fuels LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Terms:	2 Years
Total Contract Time:	5 Years

Award to Secondary Vendor:	Mansfield Oil Company
City & State:	Gainesville, GA
Item(s):	All
Initial Term:	3 Years
Option Terms:	NA
Total Contract Time:	3 Years

Award to Tertiary Vendor:	Tartan Oil LLC
City & State:	Knoxville, TN
Item(s):	All
Initial Term:	3 Years
Option Terms:	NA
Total Contract Time:	3 Years

Total Annual Estimated Award:	\$3,200,000.00
Total Initial Term Estimated Award:	\$9,600,000.00
Total Option Term Estimated Award:	\$6,400,000.00
Total Estimated Award:	\$16,000,000.00

Account(s)	532-3600-531240-37020-P3701
Funding Source(s):	Internal Service Fund



District(s):

All

This was a Best Value Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing Department and Streets and Maintenance recommend award as indicated to primary vendor: Rio Valley Biofuels, LLC, secondary vendor: Mansfield Oil Company and tertiary vendor: Tartan Oil, LLC the highest ranked bidders based on the evaluation factors established in the evaluation criteria for this procurement

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

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



**CITY OF EL PASO BEST VALUE SCORESHEET**

**PROJECT:** 2024-0474 Automotive Fuel Unleaded

*Evaluation of Submittal*

	MAX POINTS	Mansfield Oil Company	Rio Valley Biofuels LLC	Tartan Oil LLC	Senergy Petroleum	Gladieux Trading & Marketing
Factor A - Price	35	34.95	34.89	35.00	34.66	34.21
Factor B - Experience- Comparable Contracts	15	11.00	13.67	9.67	8.67	10.67
Factor C - References	15	8.40	10.00	14.00	7.50	10.00
Factor D – Employee Medical Benefits and Incentives	10	8.00	2.00	2.00	8.00	2.00
Factor E - Bidders Operational Plan	25	13.00	20.33	12.67	12.67	12.00
<b>TOTAL SCORE</b>	<b>100</b>	<b>75.35</b>	<b>80.89</b>	<b>73.34</b>	<b>71.50</b>	<b>68.88</b>
<b>Rank</b>		<b>2</b>	<b>1</b>	<b>3</b>	<b>4</b>	<b>5</b>





CITY OF EL PASO

PRICE TABULATION



BID TITLE: AUTOMOTIVE FUEL - UNLEADED

Bid No: 2024-0474

BID DATE: JUNE 26, 2024

DEPARTMENT: STREETS & MAINTENANCE

					Mansfield Oil Company of Gainesville, Inc. Gainsville, GA Bidder 1 of 5				Rio Valley Biofuels, LLC El Paso, TX Bidder 2 of 5				Tartan Oil LLC Knoxville, TN Bidder 3 of 5			
The Cost Scoring of this contract will be determined based on weighted average.					Item	Percentage (A)	Markup/ Discount (B)	Percentage x Markup/Discount - Total (C )	Item	Percentage (A)	Markup/ Discount (B)	Percentage x Markup/Discount - Total (C )	Item	Percentage (A)	Markup/ Discount (B)	Percentage x Markup/Discount - Total (C )
					1	80%	-0.0354	-0.0283	1	80%	-0.0139	-0.0111	1	80%	-0.0373	-0.0298
					2	15%	0.0355	0.0053	2	15%	0.0367	0.0055	2	15%	-0.0225	-0.0034
					3	5%	0.3235	0.0162	3	5%	0.1501	0.0075	3	5%	0.3649	0.0182
					Weighted Average: (1C + 2C + 3C) / 3				-0.0023		Weighted Average: (1C + 2C + 3C) / 3				0.0006	
Item 1: Unleaded Fuel - Delivery Quantities					Item 1: Full transport load comprises approximately 80% of total deliveries											
ITEM DESCRIPTION					SUPPLIER'S FEE				SUPPLIER'S FEE				SUPPLIER'S FEE			
ITEM	Item 1: From 5,000 to 9,000 gallons (Full Transport Load)				OR	Markup (+) \$ + per gallon			OR	Markup (+) \$ + per gallon			OR	Markup (+) \$ + per gallon		
Discount (-) \$ + 0.0354 per gallon						Discount (-) \$ + -0.0139 per gallon				Discount (-) \$ + -0.0373 per gallon						
LIST ALL STATE AND FEDERAL MANDATED FEES:					FED Superfund: \$0.004048 Per Gallon FED Oil Spill: \$0.002143 Per Gallon FED LUST Fee: \$0.001 Per Gallon TX Motor Fuel: \$0.20 Per Gallon TX Product Delivery Fee - Please see attached *Taxes are subject to change				TEXAS EXCISE TAX .20 PER GALLON TEXAS PPDF 6.95 PER LOAD				Fees per gallon, except Load Fee which is flat rate. Federal Excise: \$.1830 Exempt with form. TX State Excise \$.20 TX Load Fee \$6.95 (7000-10000 gallons) Fed LUST. \$.0010 Fed OST \$.0019 Superfund \$.003645			
Item 2: Unleaded Fuel - Delivery Quantities					Item 2: Half transport load comprises approximately 15% of total deliveries											
ITEM DESCRIPTION					SUPPLIER'S FEE				SUPPLIER'S FEE				SUPPLIER'S FEE			
ITEM	Item 2: From 2,500 to 4,999 gallons (Half Transport Load)				OR	Markup (+) \$ + 0.0355 per gallon			OR	Markup (+) \$ + 0.0367 per gallon			OR	Markup (+) \$ + per gallon		
Discount (-) \$ + per gallon						Discount (-) \$ + per gallon				Discount (-) \$ + -0.0225 per gallon						
LIST ALL STATE AND FEDERAL MANDATED FEES:					FED Superfund: \$0.004048 Per Gallon FED Oil Spill: \$0.002143 Per Gallon FED LUST Fee: \$0.001 Per Gallon TX Motor Fuel: \$0.20 Per Gallon TX Product Delivery Fee - Please see attached *Taxes are subject to change				TEXAS EXCISE TAX .20 PER GALLON TEXAS PPDF 3.45 PER LOAD				Fees per gallon, except Load Fee which is flat rate. Federal Excise: \$.1830 Exempt with form. TX State Excise \$.20 TX Load Fee \$3.45 (2500-5000 gallons) Fed LUST. \$.0010 Fed OST \$.0019 Superfund \$.003645			





CITY OF EL PASO  
PRICE TABULATION



BID TITLE: AUTOMOTIVE FUEL - UNLEADED Bid No: 2024-0474  
BID DATE: JUNE 26, 2024 DEPARTMENT: STREETS & MAINTENANCE

		Mansfield Oil Company of Gainesville, Inc. Gainesville, GA Bidder 1 of 5	Rio Valley Biofuels, LLC El Paso, TX Bidder 2 of 5	Tartan Oil LLC Knoxville, TN Bidder 3 of 5
Item 3: Unleaded Fuel - Delivery Quantities		Item 3: Small transport load comprises approximately 5% of total deliveries		
ITEM DESCRIPTION		SUPPLIER'S FEE		SUPPLIER'S FEE
ITEM 3:	Item 3: Up to 2,499 gallons (Small Transport Load)	Markup (+) \$ + 0.3235 per gallon	Markup (+) \$ + 0.1501 per gallon	Markup (+) \$ + 0.3649 per gallon
		OR	OR	OR
		Discount (-) \$ + per gallon	Discount (-) \$ + per gallon	Discount (-) \$ + per gallon
LIST ALL STATE AND FEDERAL MANDATED FEES:		FED Superfund: \$0.004048 Per Gallon FED Oil Spill: \$0.002143 Per Gallon FED Lust Fee: \$0.001 Per Gallon TX Motor Fuel: \$0.20 Per Gallon TX Product Delivery Fee - Please see attached *Taxes are subject to change	TEXAS EXCISE TAX .20 PER GALLON TEXAS PPDF 1.70 PER LOAD	Fees per gallon, except Load Fee which is flat rate Federal Excise: \$1830 Exempt with form. TX State Excise \$.20 TX Load Fee \$1.70 (up to 1000 gallons) Fed Lust. \$.0010 Fed OST \$.0019 Superfund \$.003645
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u>  THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.  BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:				
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)			X	
NO OPTION OFFERED		X		X
AMENDMENTS ACKNOWLEDGED:		YES	YES	YES
BIDS SOLICITED: 440 LOCAL BIDS SOLICITED: 179 BIDS RECEIVED: 5 LOCAL BIDS RECEIVED: 1 NO BID: 8				
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: AUTOMOTIVE FUEL - UNLEADED

Bid No: 2024-0474

BID DATE: JUNE 26, 2024

DEPARTMENT: STREETS & MAINTENANCE

		Senergy Petroleum, LLC Phoenix, AZ Bidder 4 of 5				Sunoco LP dba Sunoco, LLC Dallas, TX Bidder 5 of 5				
The Cost Scoring of this contract will be determined based on weighted average.		Item	Percentage (A)	Markup/Discount (B)	Percentage x Markup/Discount - Total (C )	Item	Percentage (A)	Markup/Discount (B)	Percentage x Markup/Discount - Total (C )	
		1	80%	0.01	0.01	1	80%	0.075	0.06	
		2	15%	0.135	0.02	2	15%	0.175	0.03	
		3	5%	0.21	0.01	3	5%	0.5	0.03	
		Weighted Average: (1C + 2C + 3C) / 30.01				Weighted Average: (1C + 2C + 3C) / 30.04				
Item 1: Unleaded Fuel - Delivery Quantities		Item 1: Full transport load comprises approximately 80% of total deliveries								
ITEM DESCRIPTION		SUPPLIER'S FEE				SUPPLIER'S FEE				
ITEM	1:	Item 1: From 5,000 to 9,000 gallons (Full Transport Load)	Markup (+) \$ + 0.01 per gallon		Markup (+) \$ + 0.075 per gallon					
			OR		OR					
			Discount (-) \$ + per gallon		Discount (-) \$ + per gallon					
LIST ALL STATE AND FEDERAL MANDATED FEES:		Per gallon: FEDERAL \$0.183, STATE \$0.20, LUST \$0.001, FED SUPERFUND FEE \$0.00364, FED ENV FEE \$0.001929 SUBJECT TO CHANGE BASED ON EXCISE CERTS, NOT ALL FEES/TAXES APPLICABLE AND ARE SUBJECT TO CHANGE WHERE MANDATED				Superfund -.003645; LUST -.001; Federal Oil Spill -.001929; TX Gas Tax -.2000; Petroleum Product Delivery Fee 5,000 - 7,999 gallons - \$5.45 and greater than 8,000 gallons - \$6.95				
Item 2: Unleaded Fuel - Delivery Quantities		Item 2: Half transport load comprises approximately 15% of total deliveries								
ITEM DESCRIPTION		SUPPLIER'S FEE				SUPPLIER'S FEE				
ITEM	2:	Item 2: From 2,500 to 4,999 gallons (Half Transport Load)	Markup (+) \$ + 0.135 per gallon		Markup (+) \$ + 0.175 per gallon					
			OR		OR					
			Discount (-) \$ + per gallon		Discount (-) \$ + per gallon					
LIST ALL STATE AND FEDERAL MANDATED FEES:		Per gallon: FEDERAL \$0.183, STATE \$0.20, LUST \$0.001, FED SUPERFUND FEE \$0.00364, FED ENV FEE \$0.001929 SUBJECT TO CHANGE BASED ON EXCISE CERTS, NOT ALL FEES/TAXES APPLICABLE AND ARE SUBJECT TO CHANGE WHERE MANDATED				Superfund -.003645; LUST -.001; Federal Oil Spill -.001929; TX Gas Tax -.2000; Petroleum Product Delivery Fee 2,500 - 4,999 gallons - \$3.45				





CITY OF EL PASO



PRICE TABULATION

BID TITLE: AUTOMOTIVE FUEL - UNLEADED

Bid No: 2024-0474

BID DATE: JUNE 26, 2024

DEPARTMENT: STREETS & MAINTENANCE

		Senergy Petroleum, LLC Phoenix, AZ Bidder 4 of 5		Sunoco LP dba Sunoco, LLC Dallas, TX Bidder 5 of 5		
Item 3: Unleaded Fuel - Delivery Quantities		Item 3: Small transport load comprises approximately 5% of total deliveries				
ITEM DESCRIPTION		<u>SUPPLIER'S FEE</u>		<u>SUPPLIER'S FEE</u>		
ITEM  3:	Item 3: Up to 2,499 gallons (Small Transport Load)	Markup (+) \$ + 0.21 per gallon	Markup (+) \$ + 0.5 per gallon			
		OR	OR			
		Discount (-) \$ + per gallon	Discount (-) \$ + per gallon			
LIST ALL STATE AND FEDERAL MANDATED FEES:		Per gallon: FEDERAL \$0.183, STATE \$0.20, LUST \$0.001, FED SUPERFUND FEE \$0.00364, FED ENV FEE \$0.001929 SUBJECT TO CHANGE BASED ON EXCISE CERTS, NOT ALL FEES/TAXES APPLICABLE AND ARE SUBJECT TO CHANGE WHERE MANDATED		Superfund - .003645; LUST - .001; Federal Oil Spill - .001929; TX Gas Tax - .2000; Petroleum Product Delivery Fee less than 2,500 gallons - \$1.70		
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u>  THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.  BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:						
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)		<input type="text"/>		<input checked="" type="checkbox"/>		
NO OPTION OFFERED		<input checked="" type="checkbox"/>		<input type="text"/>		
AMENDMENTS ACKNOWLEDGED:		YES		YES		

BIDS SOLICITED: 440 LOCAL BIDS SOLICITED: 179 BIDS RECEIVED: 5 LOCAL BIDS RECEIVED: 1 NO BID: 8

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.



2024-0474 Automotive Fuel – Unleaded View List		
	Participant Name	Email
1.	Rio Valley Biofuels LLC	luz.ortega@rvbtransport.com
2.	Saratoga Rack Marketing LLC	gov.biz@saratogarack.com
3.	Senergy Petroleum LLC	carlos.zubiate@gosenergy.com
4.	Gladieux Trading & Marketing Company, LP	bidresearch@sunoco.com
5.	Mansfield Oil Company of Gainesville	mocbids@mansfieldoil.com
6.	Garcia Holdings	garciagirls1201@yahoo.com
7.	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	ruben.pinon@woffordtruckparts.com
8.	Sundt Construction, Inc.	jvriccillo@sundt.com
9.	DYER CYCLE	dyercycleco@sbcglobal.net
10.	Alkane Midstream	ar@alkane.co
11.	INTEGRATED MECHANICS, LLC	INTEGRATEDMECHANICS@YAHOO.COM
12.	Zeraus Iluminacion	jarquinalex374@gmail.com
13.	Paso-Tex Industries LLC	kshankles@paso-tex.net
14.	Delegard Tool of Texas	sreyna@delegardtool.com
15.	Electrical Power Products, Inc.	jengland@ep2.com
16.	C&R Distributing	kkirkpatrick@crdist.com
17.	Indigo Energy Corporation	ljones@indigoenergy.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	James Schirmer
Business Name	Rio Valley Biofuels LLC
Agenda Item Type	2024-0474 (Automotive Fuel - Unleaded)
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: \_\_\_\_\_

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

5/10/2024





# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

**Introduction:**

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- “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.
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**Contributor / Donor Information:**

Full Name

Business Name

Agenda Item Type

Relevant Department



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



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Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

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

Date: 1/29/2025





DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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- “Contributor” A person making a contribution, including the contributor's spouse.
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- “Benefiting” Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

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Contributor / Donor Information:

Full Name	Jesus Guerra, Senior Vice President
Business Name	Tartan Oil LLC
Agenda Item Type	2024-0474 Automotive Fuel- Unleaded
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.



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

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

Signature: Jesus Guerra Date: June 11, 2024





Legislation Text

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**File #:** 25-215, **Version:** 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**District 7**

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

**AGENDA LANGUAGE:**

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

Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and GRV Integrated Engineering Solutions LLC., a Texas Limited Liability Company (LLC), for a project known as "Civil Engineering Professional Services for the Rojas Drive Resurfacing / Reconstruction Project" for an amount not to exceed \$445,900.14; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$545,900.14; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. This project was approved as part of the 2022 Community Progress Bond.



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

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

**SUBGOAL:** N/A

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** Gvette Hernandez  
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



## RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and GRV Integrated Engineering Solutions LLC., a Texas Limited Liability Company (LLC), for a project known as “Civil Engineering Professional Services for the Rojas Drive Resurfacing/Reconstruction Project” for an amount not to exceed \$445,900.14; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$545,900.14; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

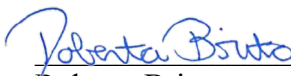
### CITY OF EL PASO:

\_\_\_\_\_  
Renard U. Johnson  
Mayor


### ATTEST:

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

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:

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



EVALUATION COMMITTEE SCORESHEET SUMMARY						
SOLICITATION #2024-0078R CE PROFESSIONAL SERVICES FOR THE ROJAS DRIVE RESURFACING / RECONSTRUCTION PROJECT						
CONSULTANT	CEA	CSA	FXSA	GRV	HUITT ZOLLARS	MORENO CARDENAS
Rater 1	87	55	90	90	88	83
Rater 2	85	78	82	85	84	83
Rater 3	90	87	87	89	90	88
<b>Total Rater Scores</b>	<b>262</b>	<b>220</b>	<b>259</b>	<b>264</b>	<b>262</b>	<b>254</b>
References	8.03	7.16	6.43	7.79	7.22	7.68
<b>Overall Score:</b>	<b>270.03</b>	<b>227.16</b>	<b>265.43</b>	<b>271.79</b>	<b>269.22</b>	<b>261.68</b>

2

6

4

1

3

5

Rankings	Consultant
1	GRV
2	CEA
3	HUITT ZOLLARS

Rankings	Consultant
4	FXSA
5	MORENO CARDENAS
6	CSA



THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO   )

**AN AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and GRV Integrated Engineering Solutions LLC., a Texas Limited Liability Company (LLC), hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for the project known as “Civil Engineering Professional Services for the Rojas Drive Resurfacing/Reconstruction Project”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

**WHEREAS**, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

**NOW, THEREFORE**, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.  
ATTACHMENTS**

**1.1** The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

**2.2** The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.



**2.3** The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

**2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

**2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

### **ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET**

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed \$445,900.14 for all basic services and reimbursables performed pursuant to this Agreement.

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

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

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

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



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

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

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

**3.4 PROJECT CONSTRUCTION BUDGET AND TIME.** The Consultant acknowledges that the total project budget for the Project allocates is \$4,795,000.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment “A”**. The Consultant does hereby agree to design the Project such that the Consultant’s final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant’s cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project’s size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant’s final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**3.5 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

#### **ARTICLE IV. PERIOD OF SERVICE AND TERMINATION**

**4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the



requested services in accordance with the timelines and schedules outlined in **Attachments “C” and “D”**.

**4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant’s services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

**4.3 TERMINATION.** This Agreement may be terminated as provided herein.

**4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days’** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner’s notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

**4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE.** The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees



that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

**4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

## **ARTICLE V. INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

**5.1.1 WORKERS’ COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a)     **Commercial General Liability**  
          \$1,000,000.00 Per Occurrence  
          \$1,000,000.00 Products/Completed Operations  
          \$1,000,000.00 Personal and Advertising Injury
  
- b)     **AUTOMOBILE LIABILITY**  
          **Combined Single Limit**  
          \$1,000,000.00 per accident



**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.

**5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

**5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

**5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.**

To the extent allowed by state law, the Owner will be responsible for its own actions.

## **ARTICLE VI. FEDERAL AND STATE PROVISIONS**

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS.** Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including,



but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that, to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project shall apply.

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations



**7.3 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

**7.4 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees,



pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

#### **7.6 CONTRACTING INFORMATION**

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

**7.7 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**7.8 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**7.9 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.10 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

**7.11 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

**7.12 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant: GRV INTEGRATED ENGINEERING  
SOLUTIONS LLC  
Marvin Gomez  
11385 James Watt Drive, Suite B-13  
El Paso, Texas, 79936

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**7.13 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

**7.14 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

**7.15 TEXAS GOVERNMENT CODE.** In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

*(Signatures begin on the following pages)*




**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

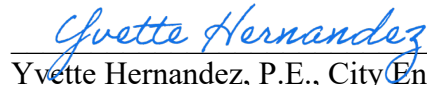
**CITY OF EL PASO:**

\_\_\_\_\_  
Dionne L. Mack  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

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

**ACKNOWLEDGMENT**

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by **Dionne L. Mack**, as **City Manager** of the **City of El Paso, Texas**.

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

*(Signatures continue on following page)*



**CONSULTANT:**

By: Maria G. Robles  
Name: Maria G. Robles  
Title: President

**ACKNOWLEDGEMENT**

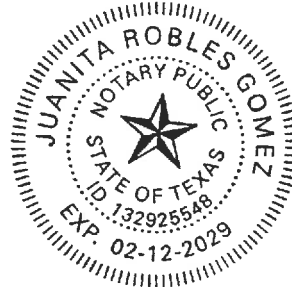
THE STATE OF TX §  
§  
COUNTY OF ELP §

This instrument was acknowledged before me on this 7<sup>th</sup> day of February, 2025,  
by Maria G. Robles, President, on behalf of Consultant.

Juanita Robles Gomez  
Notary Public, State of Texas

My commission expires:

2/12/2029





**ATTACHMENT “A”  
SCOPE OF SERVICES**



## ATTACHMENT A SCOPE OF SERVICES

The Scope of services will provide street improvements as per the following matrix and within the following project limits:

<b>Rojas Drive</b>	<b>Resurface</b>	<b>Reconstruction</b>
Lomaland Dr. to Lee Trevino	X	N/A
Goodyear Dr. to Pendale Rd.	X	N/A
Lee Trevino to Goodyear Dr	N/A	X

### **Reconstruction will be completed as follows:**

A boundary survey of right-of-way shall be performed to determine available right-of-way and identify potential encroachments. Demolition will consist of removing existing non-ADA compliance sidewalk, ramps, curb and gutter, existing drainage structures and existing pavement structures as necessary.

Improvements shall consist of ADA compliant sidewalk and driveways, curb and gutter, ADA ramps, code and dark sky compliant street lighting, crosswalks. Roadway improvements shall consist of new roadway pavement structure that shall consist of Hot Mix Asphaltic Concrete (HMAC), with base course and compacted or stabilized subgrade if necessary. Traffic improvements shall consist of new street signage and striping.

Appropriate traffic calming is to be included in the reconstruction of the roadway and determined through a combination of evaluation of existing conditions, proposed design, and public consideration. The project shall also be consistent with the approved City of El Paso Bike Plan.

### **Resurfacing will be completed as follows:**

Demolition will consist of removing existing non-ADA compliance sidewalk, ramps, curb and gutter, existing drainage structures and milling of existing pavement structures as necessary.

Improvements shall consist of ADA compliant sidewalk and driveways, curb and gutter, ADA ramps, crosswalks. Roadway improvements shall consist of milling and resurfacing of existing Hot Mix Asphaltic Concrete (HMAC), Traffic improvements shall consist of new street signage and striping. The project shall also be consistent with the approved City of El Paso Bike Plan.

### **Investigation:**

The firm is responsible to meet all necessary design standards and specifications such as the City of El Paso Design Standards, Federal, State standards, all applicable local codes and requirements and as appropriate, and the City of El Paso Street Design Manual (2021). The project shall be consistent with great street principles and with the goals and policies in Plan El Paso and corridor and master planning documents, if available, Plan El Paso & Major Thoroughfare Plan (2013, 2019), and CNU/ITE Designing Walkable Urban Thoroughfares (2017). The design shall be consistent with the National Association of City Transportation Officials (NACTO) guidelines found in the Urban Street and Bicycle Design Guides

### **Design:**



Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling.

#### **Errors and Omissions on Design:**

The City expects the firm to have an adequate Quality Assurance/Quality Control Program to minimize the potential for errors and omissions. *Recently, the City has observed inconsistencies between plans and specifications including but not limited to conflicts between civil and landscape plans, inadequate review by the prime of the adequacy of the work of any and all subcontractors, discrepancies between the measurement and payment specifications and bid forms, and failure of the firms to verify utility locations in the field.* The firm shall revise the work as necessary to correct errors and omissions appearing therein, when required to do so by the City (Owner). *If errors or omissions are identified during the construction phase, the firm at its sole expense, shall modify, as necessary, plans and specifications to remedy the errors/omissions at no cost to the City. Note, the firm may also be held financially liable for costs of any for rework of work that has already been completed beyond the cost of the provision of the original/revised requirement. Finally, in the event that the construction contractor requires additional time to complete the project beyond the approved scheduled date of substantial completion due to an error or omission, the firm may also be financially liable for the cost of any Extended General Conditions deemed by the City to be appropriate.*

#### **Studies and Reports:**

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

#### **Planning:**



The firm shall assist the City in providing and coordinating schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification.

#### **Soils Investigation:**

The firm shall provide a soil investigation and soils forensic engineering (geotechnical survey), and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

#### **Cost Estimates:**

The firm shall develop and submit the construction cost estimates. The cost opinion of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within ten percent (10%) of the bid for the base bid item expected from the selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than ten percent (10%), the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations.. Opinion of construction cost shall be submitted at each phase of design, 30%, 60% and 90%.

#### **Design Analysis:**

The firm shall perform design analysis for t h e project to ensure public safety. Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

#### **Technical Specifications:**

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

#### **ADA Compliance and Requirements:**

The firm shall include and comply with Americans With Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

#### **Surveys:**



The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed (NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

### **Geometric Improvements:**

The firm shall provide a detailed schematic and preferred geometric alignment, including typical section(s) that should be defined enough to determine basic requirements such as drainage structures, ROW, business or home relocations, and utility conflicts that must comply and meet with all applicable City, County, State, and Federal laws and regulations.

The firm shall be responsible for the preparation of traffic data and provide existing ROW limits and location of utilities. The firm shall also generate preliminary cross sections to aid in determining ROW needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. The plans and specifications must identify how constraints will be handled, consider utility conflict, and identify potential conflicts. The firm shall prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or replace with better functional and operational design. The firm will establish sizes of drainage structures add location and size to schematic.

When work is railroad ROW, the firm shall coordinate with the railroad as appropriate to locate all potential and existing railroad crossings, determine existing crossing conditions, and traffic control requirements, and identify the need and recommendations for interconnection, closing or consolidating grade crossings.

### **Building Permits, Special Permits, and Other Land Use Permits:**

The firm shall be responsible to comply with all local, state, and federal codes. The firm shall be responsible to submit required sets to City of El Paso Planning and Inspections Department (BP&I) for review and approval during final design phase period. The firm shall be responsible to obtain approval from BP&I before the construction documents are submitted for bid advertisement. It shall be the responsibility of the firm to follow up review and approval process with the BP&I. After approval, the firm will pick up approved plans and store them in a safe place. The firm shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. BP&I shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements.

The firm shall be responsible for the preparation all documents that include but are not limited to: metes and bounds descriptions, site plans, elevations, and applications for permits, special permits, zoning changes, and land use permits. The provider shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

### **Storm Water Pollution Prevention and Erosion Control Plan:**

The firm shall prepare and provide storm water pollution prevention plan. The firm shall be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to BP&I for review and approval.



### **Utility Services and Utility Easements:**

Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall clearly show all utility company contacts and type of service requested. Before the construction documents are submitted for bid advertisement, the firm shall submit all utility service requests. The firm shall prepare all metes and bounds descriptions for utility easements and/or vacations. The firm shall coordinate easements and/or vacations with City staff and respective utility companies and all interested parties. All documents and coordination efforts by the firm shall be complete by or before the 90% design phase due date. A checklist of all coordinated services, easements shall be submitted monthly.

### **Utility Coordination:**

The firm shall be responsible to verify utility locations in the field and coordinate design efforts with all affected utility companies and interested parties. The purpose is to minimize utility relocation without compromising design standards. The firm shall verify utility lines, valves, covers, manholes, etc. from the different utility companies and interested parties during the preliminary design phase, subsurface utilities shall be included as part of the firm's responsibilities to include records research and field verifications. All existing utility structures shall be shown on the preliminary design plan submittal. The firm shall meet with all affected utility companies and interested parties to discuss proposed design. Based on these coordination meetings and correspondence that is sent between the firm and utility companies and interested parties the need and extent of relocation shall be determined. If a dispute arises, the firm shall immediately setup a meeting between the City's Project Manager and the utility company or interested parties to resolve the dispute. The firm, on behalf of the City, shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, El Paso Water Utilities (EPWU) can request that the City include as part of the street improvement bid package the relocation of their utility lines provided that the utility company or interested parties signs an agreement with the City and funding is provided. The firm shall coordinate this effort with the utility companies and interested parties and advise them of the City policy to minimize pavement cuts on new roadways. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company or interested party contacts. All documents and coordination efforts by the firm shall be complete by or before the final design phase due date. The firm shall submit all utility clearance letters from each utility company or interested parties by or before the 90% design phase. If relocations cannot occur before construction consultant must incorporate into construction phasing and coordinate relocation date.

### **Public Involvement:**

The firm if requested by the City shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements. At minimum two (2) community meetings; one at design phase and one at construction phase.

### **Street Car Track Access:**



If required, the firm shall be responsible to follow the Track Access Program Policy on the El Paso Streetcar (EPSC) Operational Right-of-Way (ROW) and under any streetcar infrastructure within 10 feet and 25 feet of the track centerline to include trenching and/excavations. <http://www.sunmetro.net/streetcar/track-access>.

#### **Traffic and Pedestrian Control Plan and Analysis:**

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.

#### **Construction Sequencing Plan:**

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all work tasks required of all base bids,

#### **Construction Schedule:**

The firm shall meet with City's Project and Construction Managers to review contractor's construction schedule.. The firm shall also evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

#### **Contract Time Determination:**

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

#### **PRODUCTS REQUIRED:**

##### **Pre-Design Report (If applicable)**

The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment



- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

### **30% Design:**

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)
- Quantity Summary Sheet (100% complete)
- Electrical Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report
- Signage and striping Details (30% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

### **60% Design:**

The firm shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)



- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Grading Plan (95% complete)
- Outline of Specs (100% complete)
- Landscape plan (90% complete)
- Typical Landscape details (90%)
- General Notes
- Engineer's Estimate
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report
- Signage and striping Details (60% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.



## **95% Design:**

The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical plan and details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical landscape details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report
- Signage and striping Details (100% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.



## **100% Design:**

The firm shall re-submit the 95% documentation with City comments addressed.

### **Bidding and Construction:**

The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

Engineer's Cost Estimate line item review

Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Provide architectural supplemental information (ASIs)
- Attend to construction project's meetings
- Provide final report of RAS Inspection
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested



**Construction Observation:**

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street improvements, , and other project estimates as requested when the contractor submits a change order.
- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

**Reproduction:**

The firm shall be responsible for printing for the different project phases and code review requirements.



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



## **EXHIBIT A - SCOPE OF WORK**

The City of El Paso requested Statements of Qualification, pursuant to the Professional Services Procurement Act, 23 CFR, Part 172, and Subchapter A, Chapter 2254, of the Texas Local Government Code, from interested and qualified firms to provide professional engineering, design, construction administration and surveying services for the reconstruction and resurfacing of Rojas Drive. GRV was selected to provide civil engineering services for this Project.

### SCOPE OF SERVICES

The Scope of services will provide street improvements as per the following matrix and within the following project limits:

<b>Rojas Drive</b>	<b>Resurface</b>	<b>Reconstruction</b>
Lomaland Dr. to Lee Trevino	X	N/A
Goodyear Dr. to Pendale Rd.	X	N/A
Lee Trevino to Goodyear Dr	N/A	X

A boundary survey of right-of-way shall be performed to determine available right-of-way and identify potential encroachments. Demolition will consist of removing existing non-ADA compliance sidewalk, ramps, curb and gutter, existing drainage structures and existing pavement structures as necessary.

Improvements shall consist of ADA compliant sidewalk and driveways, curb and gutter, ADA ramps, code and dark sky compliant street lighting, crosswalks. Roadway improvements shall consist of new roadway pavement structure that shall consist of Hot Mix Asphaltic Concrete (HMAC), with base course and compacted or stabilized subgrade if necessary. Traffic improvements shall consist of new street signage and striping.

Appropriate traffic calming is to be included in the reconstruction of the roadway and determined through a combination of evaluation of existing conditions, proposed design, and public consideration. The project shall also be consistent with the approved City of El Paso Bike Plan.

Demolition will consist of removing existing non-ADA compliance sidewalk, ramps, curb and gutter, existing drainage structures and milling of existing pavement structures as necessary.

Improvements shall consist of ADA compliant sidewalk and driveways, curb and gutter, ADA ramps, crosswalks. Roadway improvements shall consist of milling and resurfacing of existing Hot Mix Asphaltic Concrete (HMAC), Traffic improvements shall consist of new street signage and striping. The project shall also be consistent with the approved City of El Paso Bike Plan.

### Investigation:

The firm is responsible to meet all necessary design standards and specifications such as the City of El Paso Design Standards, Federal, State standards, all applicable local codes and requirements and as appropriate,



and the City of El Paso Street Design Manual (2021). The project shall be consistent with great street principles and with the goals and policies in Plan El Paso and corridor and master planning documents, if available, Plan El Paso & Major Thoroughfare Plan (2013, 2019), and CNU/ITE Designing Walkable Urban Thoroughfares (2017). The design shall be consistent with the National Association of City Transportation Officials (NACTO) guidelines found in the Urban Street and Bicycle Design Guides

#### Design:

Design shall meet all City, State, and Federal requirements for the project and shall be performed in phases as presented in the project schedule specified for each project.

The firm is responsible to submit a turnkey design product. The firm shall be responsible for providing State of Texas licensed Engineers, and Land Surveyors required to provide design services. The firm shall follow City of El Paso design specifications and procedures for the development of the specified project and comply with all laws, regulations and policies set by the City of El Paso and the State. Irrigation design shall be designed by a licensed irrigator registered in the State of Texas and shall comply with City of El Paso Design and Construction Standards. In addition, the firm shall be responsible for necessary Texas Department of Licensing and Regulation (TDLR) fees, registration, and for inspection.

Aside from complying with local building codes, the firm shall comply with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of City Transportation Officials (NACTO) Urban Bikeway Design and Urban Street Design Guide, and the Dark Sky Ordinance as applicable. The firm is responsible with ensuring the project design is compliant with all federal, state, and local regulations and ordinances.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of necessary testing and sampling.

#### Studies and Reports:

The firm shall perform research and database creation to conduct studies and produce reports to include investigations, drawings and sketches and, cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes the preparation of feasibility studies, structural analysis, design analysis, traffic impact analysis, and other studies as required.

#### Planning:

The firm shall assist the City in providing and coordinating schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the City's Capital Improvement and Planning and Inspections Departments. Preparation of plans, specifications and cost estimates for design of buildings, structures and similar construction, design of street and drainage improvements, other site improvements, civil, structural, soils forensic engineering, and subsurface utility engineering to include records research and field verification.



#### Soils Investigation:

The firm shall provide a soil investigation and soils forensic engineering (geotechnical survey), and pavement design report for specified projects. Pavement design report shall include a life expectancy analysis.

#### Cost Estimates:

The firm shall develop and submit the construction cost estimates. The cost opinion of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within ten percent (10%) of the bid for the base bid item expected from the selected contractor. As noted herein, if the all responsible bids exceed the final cost opinion by more than ten percent (10%), the firm agrees, at the direction of the City, to redesign the project without additional charge to the City to bring the project within the budgetary limitations.. Opinion of construction cost shall be submitted at each phase of design, 30%, 60% and 90%.

#### Design Analysis:

The firm shall perform design analysis for t h e project to ensure public safety. Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities. All design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

#### Technical Specifications:

The firm shall prepare and provide technical specifications. The specifications shall be based on the most current version of CSI Master Format. No sole sourcing shall be allowed. All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The firm shall provide both design and performance specifications.

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#### ADA Compliance and Requirements:

The firm shall include and comply with Americans with Disabilities Act (ADA), the 2022 Texas Accessibility Standards (T.A.S), and Texas Department of Licensing and Regulation requirements.

Under this contract, the firm will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The firm shall comply with RAS design comments.

#### Surveys:

The firm shall provide all topographic, horizontal surveys necessary to provide a complete design. Survey shall include project boundaries, improvement surveys and identify all utilities. Immediately after Notice to Proceed (NTP) the firm shall verify all right-of-way (ROW) boundaries and identify any conflicts with the project.

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Based on the design, the firm shall coordinate with all utilities and interested parties that will be affected by the proposed project improvements. The firm shall submit all applications to the utilities and interested parties on behalf of the City. However, the City shall pay all utility service fees. The firm will not pull the installation of service. The building contractor shall coordinate the installation of the service. Construction documents shall clearly show all utility company contacts and type of service requested. Before the



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The firm if requested by the City shall assist the City throughout public outreach activities required by the City by providing plans/exhibits showing the proposed improvements and how those improvements will affect adjacent property owners and in identification of stakeholders. Community meetings will be held for the design phase, and the firm shall be responsible to attending the meetings, prepare presentations and required exhibits for the proposed improvements. At minimum two (2) community meetings; one at design phase and one at construction phase.

#### Traffic and Pedestrian Control Plan and Analysis:

The firm shall provide a traffic and pedestrian control plan based on traffic analysis. Traffic analysis may also include miscellaneous assignments related to planning, geometric design and traffic operations of roads, streets and highways and their networks, terminals, abutting lands and relationships with other modes of transportation for the achievement of safe, efficient and convenient movement of people and goods.



#### Construction Sequencing Plan:

The firm shall provide a construction-sequencing plan. The firm shall take into consideration all work tasks required of all base bids,

#### Construction Schedule:

The firm shall meet with City's Project and Construction Managers to review contractor's construction schedule. The firm shall also evaluate proposed changes to the contract and actively manage impacts to the project. The meeting shall be held after pre-final plans are submitted, but before Final Design Notice to proceed is issued. The information will allow the firm to prepare a current market cost estimate at the final design phase submittal.

#### Contract Time Determination:

The firm shall prepare a contract time determination to identify clearly and accurately the critical path as the longest continuous path. Provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block necessary for the activities and estimated expected duration of the activity or milestone indicating the progress of the project.

Using calendars incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, drainage, utilities, etc.) that may be influenced by temperature or precipitation. Also, include non-work periods such as holidays, weekends, or other non-work days as identified in the contract.

#### PRODUCTS REQUIRED:

##### **30% Design:**

The firm shall submit the following preliminary design submittal, as applicable.

- Coversheet (90% complete)
- Quantity Summary Sheet (100% complete)
- Electrical Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- General Notes



- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report
- Signage and striping Details (30% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

### **60% Design:**

The firm shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Grading Plan (95% complete)
- Outline of Specs (100% complete)
- Landscape plan (90% complete)
- Typical Landscape details (90%)
- General Notes
- Engineer's Estimate
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report
- Signage and striping Details (60% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.



**90% Design:**

The firm shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Grading Plan (95% complete)
- Outline of Specs (100% complete)
- Landscape plan (90% complete)
- Typical Landscape details (90%)
- General Notes
- Engineer's Estimate
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report
- Signage and striping Details (60% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

**95% Design:**

The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical plan and details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)



- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical landscape details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report
- Signage and striping Details (100% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City

#### **100% Design:**

The firm shall re-submit the 95% documentation with City comments addressed.

#### **Bidding and Construction:**

The firm shall provide constructability review, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule



During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.

After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

Engineer's Cost Estimate line item review  
Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Provide architectural supplemental information (ASIs)
- Attend to construction project's meetings
- Provide final report of RAS Inspection
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

### **Construction Observation:**

The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street improvements, , and other project estimates as requested when the contractor submits a change order.
- Provide as-built drawings of new construction.



- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.



## **EXHIBIT B - PROJECT SCHEDULE**

The project schedule includes preliminary design, pre-final design, final design, public involvement and owner's review time as follows:

- 1. NOTICE TO PROCEED: January 27, 2024**
- 2. Preliminary Design Phase: 90 consecutive calendar days**
- 3. Preliminary Design Submittal – April 27, 2025**
- 4. CID Review (2-weeks)**
- 5. Review Meeting #1 - May 13, 2025**
- 6. Pre-Final Design Phase: 60 consecutive calendar days**
- 7. Pre-Final Design Submittal – July 15, 2025**
- 8. Public Meeting – July 23, 2024**
- 9. CID Review (2-weeks)**
- 10. Review Meeting #2 – July 24, 2025**
- 11. Utility Coordination Meeting - TBD**
- 12. Final Design Phase: 30 consecutive calendar days**
- 13. Final Design Submittal - August 26, 2025**
- 14. CID Review (2-weeks) - September 16, 2025**
- 15. Submit Bid Documents (2-weeks) - September 30, 2025**
- 16. Bid Phase (Signed and Sealed) 30 consecutive calendar days - October 30, 2025**



<b>PROJECT COSTS</b>	<b>UNIT</b>	<b>BILLING RATE</b>	<b>QTY</b>	<b>TOTAL</b>
Mileage	mile	\$0.67	400	\$268.00
Copying (Letter Size)	page	\$0.10	300	\$30.00
11x17 Copies	sheet	\$0.30	600	\$180.00
Prepare Boards for Public Meeting	each	\$150.00	6	\$900.00
Mylars (11x17)	sheet	\$6.00	0	\$0.00
Photos	each	\$1.00	0	\$0.00
Advertise in Newspaper	each	\$1,500.00	0	\$0.00
TAS Project Registration & Review	LS	\$1,100.00	1	\$1,100.00
		<b>TOTAL DIRECT COSTS</b>		<b>\$2,478.00</b>





4606 Titanic Avenue  
El Paso, Texas 79904  
Ph. (915) 771-7766  
Fx. (915) 771-7786

Construction Materials Testing  
Geotechnical Engineering  
Environmental Site Assessments  
Forensic Analysis /Testing  
[www.cqcengqat.com](http://www.cqcengqat.com)

December 5, 2024 (Revised January 9, 2025)



**GRV Integrated Engineering Solutions, LLC.**

11385 James Watt Drive, Suite B-13  
El Paso, Texas 79936

Attn.: Mr. Marvin Gomez, P.E., PMP, CFM, LSIT, PTOE, CNU-a  
Vice President / Senior Project Manager

Re: Proposal for General Geotechnical Subsurface Soils Evaluation  
**City of El Paso – Rojas Drive Resurfacing / Reconstruction Project**  
El Paso, El Paso County, Texas  
CQC Proposal No. PGCQC24-084

Dear Mr. Gomez:

In response to your request, CQC Testing and Engineering, L.L.C. (CQC) is pleased to provide **GRV Integrated Engineering Solutions, LLC. (Client)** with this revised proposal to conduct a general geotechnical subsurface soils evaluation for the above-referenced project. We thank you for providing our firm an opportunity to provide professional geotechnical consulting services on this City of El Paso, (CoEP, Owner) roadway infrastructure improvements project. This proposal presents our understanding of the project, our revised proposed scope of services, our revised estimated lump sum fee, and our standard terms and conditions associated with our services on this project. As requested by our client, this revised proposal reflects a reduction in our original recommended geotechnical pavement evaluation and associated estimated fee for our services.

**I. General Project Description and Evaluation Considerations**

Based on the City of El Paso Capital Improvement Department Solicitation #2025-0078R provided by our Client, we understand that the proposed project shall consist of street improvements along Rojas Drive located in east El Paso, El Paso County, Texas. The project design scope of work includes work to be performed along the existing Rojas Drive from Lomaland Drive to Lee Trevino Drive, from Lee Trevino Drive to Goodyear Drive, and from Goodyear Drive to Pendale Road. The total combined street project length is approximately 6,550 linear feet. We understand that the project shall include the milling and resurfacing along of Rojas Drive from Lomaland Drive to Lee Trevino Drive and from Goodyear Drive to Pendale Road and the reconstruction of the street from Lee Trevino Drive to Goodyear Drive. It is our understanding that the street exhibits distress in the form of cracks, signs of wear due to the age of pavement and the heavy traffic use, poor drainage in some areas and patches along the roadway section as part of utility work and/or pavement repairs. Sitework shall include improvements of ADA compliant sidewalk and driveways, curb & gutter, and ADA ramps. We understand that lighting shall be designed under other contract and consultant.

**A. Traffic Information**

Based on our general review of the TXDOT TPP website the following annual average daily traffic (AADT) traffic level were reported;

- Lomaland Drive to Lee Trevino - from 2017 to 2022 indicated 9,407 to 6,460 AADT
- Goodyear Drive to Pendale Road – from 2017 to 2022 indicated 12,990 to 9,436 AADT





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- Lee Trevino to Goodyear Drive - from 2019 to 2022 indicated 21,888 to 17,118 AADT

We anticipate that actual traffic count data shall be collected from Lee Trevino to Goodyear Drive, in order to establish the percentage of heavy commercial semi-truck traffic. Especially since there is heavy commercial traffic from Home Depot and other warehouse facilities in the area. Traffic data information shall be considered to estimate 18-kip ESAL values for use in pavement section analysis and design.

#### B. Roadway General Noted Conditions and Initial Comments

In general roadway surface water drainage appears to be in a fairly to good condition, however, areas within the SOQ defined resurfacing limits from Lomaland to Lee Trevino that shall require pavement surface regrading to allow proper drainage flow. The pavement within some areas of these limits also exhibit sever distress and shall require full depth repair. See attached photos for areas.

At the intersection of Rojas and Lee Trevino sever pavement rutting is occurring on the west bound approach lanes to the intersection. It may be necessary to specify a concrete approach pavement section in this area to reduce the stresses on the supporting subbase soils. Sever pavement cracking is also present on the east bound approach lanes on the west side of the intersection. The concrete pavement at the intersection also exhibits cracking and shall require sealing of distressed panel sections and in some areas removal and recasting of the concrete pavement.

At the intersection of Rojas and Pendale after significant rainstorms debris, rocks and sediment is always collected at the intersection. It appears that the majority of the material comes from the adjacent city park. The intersection contains drainage inlets and grates, however, it appears that surface water flows are not completely draining to the structures and pavement surface regrading shall be required. The pavement is also highly distressed as a result reconstruction of the intersection may be required.

#### C. Proposed Scope of Work Objective

The specific objective of our scope of services shall be to generally evaluate the subsurface soil conditions within the general new and existing roadway areas, collect subsurface soils information, conduct Standard Penetration Tests (SPT) and provide geotechnical recommendations to guide the design of pavement structures and limited civil sitework structures. Scope of work also includes conducting a general pavement condition and distress survey review to assign a relative importance index to assist the owner and design team, if budgetary constraints are experienced and there is a need to review and prioritize improvement areas. Especially within proposed resurface limits where full depth reconstruction should be considered.

## **II. General Approach and Subsurface Exploration Evaluation**

#### A. General Approach

In order to evaluate the existing pavements within the defined project limits, the following general approach is proposed.

- Borings and pavement cores shall be staggered and/or adequately spaced (estimated 500 to 800 feet interval spacing) to reduce evaluation costs





- As requested six (6) soil borings shall be completed with depths ranging from 5 to 10 feet below the pavement surface to profile existing soils.
- As requested Up to two (2) additional core areas shall be selected within distressed areas to better define the existing pavement section materials and thicknesses. In conjunction with cores, Dynamic Cone Penetrometer (DCP) tests shall also be performed to evaluate the bearing resistance of the subsurface soils.
- The existing soils engineering classification, moisture content, particle size and plasticity limits shall be evaluated to develop potential treatment specifications for subsurface subgrade soils, if required.

#### B. Proposed Geotechnical Subsurface Evaluation

As requested, our general subsurface evaluation shall consist of completing six (6) vertical exploration borings within the roadway improvement limits. The general preliminary boring locations are indicated on the attached General Geotechnical Subsurface Exploration Boring & Core Location Aerial Plans, Sheet 1 through 3.

Two (2) cores (i.e., C-1 and C-2) shall be performed with selected pavement areas that exhibit distress to better define the existing pavement structure. Two (2) DCP tests shall also be performed at the core locations to evaluate the relative bearing resistance of the subsurface soils. DCP tests shall extend to a maximum depth of 5 feet, each below the existing pavement surface elevation. Prior to performing our borings, the existing pavement shall be cored to access the subsurface soils. Due to the relatively high traffic volume along this street, we anticipate that some of the borings and cores may need to be performed during non-typical working hours, such as Wednesday or Sunday evening. We anticipate that the submittal of a traffic control plan and street cut permit application to the City of El Paso shall be required to perform these borings and cores. The final field work period shall be coordinated with our client.

The following table lists the boring locations, number of borings and approximate exploration depths.

Boring Location	Number of Borings/ Approx. Depth (ft.)	Number of Cores
Lomaland Dr. to Lee Trevino Dr.	1 / 5'	-
Lee Trevino Dr. to Goodyear Dr.	4 / 10'	2
Goodyear Dr. to Pendale Rd.	1 / 5'	-

The borings shall be completed to the above-mentioned depths or auger refusal, whichever is shallower. The borings shall be logged in the field by our geotechnical engineering technical staff. If groundwater or water seepage is immediately encountered during our field activities, the depth shall be recorded. Soil samples shall be collected during our subsurface soil exploration based on the encountered soil conditions. All collected soil samples from the borings shall be properly identified with date, sample location, sample depth and penetration measurements. Representative portions of all obtained samples shall be sealed to prevent moisture loss and transported to our laboratory for further observation and engineering soil classification testing on selected soil samples.





At the completion of our field operations, each boring shall be backfilled with auger cuttings and firmly compacted at the ground surface elevation and shall be patched with rapid set high strength concrete material to at least a depth of 8 inches below the existing asphalt surface elevation, where applicable. Cores shall also be patched with rapid set cementitious materials.

We respectfully request that our Client's land surveyor include our exploration boring and core locations within their scheduled survey points, so that we may report ground elevations and coordinates for each evaluation location, if required.

We also respectfully request that the Client provide CQC with existing utility as-built drawings and/or information for the subject project site to reduce the potential of penetrating through underground utilities during our drilling and field activities.

CQC shall assist in locating the borings in the field and call Texas811 to request utility locates. As a result, subsurface exploration borings shall not be performed in areas where utility lines are not appropriately marked or identified in the field to avoid a potential unsafe working conditions for our employees. If this condition occurs, CQC shall meet with our Client to review the field conditions and relocate the soil borings or eliminate borings, if necessary.

In order to further mitigate the potential of penetrating underground utilities at boring locations, limited Ground Penetrating Radar (GPR) scanning shall also be performed at the soil boring locations to aid in locating and identifying any existing underground utilities or any other underground features prior to our subsurface exploration described above. Our GSSI SIR 4000 control unit along with a 2.6 GHz antenna capable of evaluating subsurface anomalies to a depth of up to 5 feet depending on noise disturbance shall be utilized.

Our laboratory engineering soil classification tests shall be limited to soil moisture contents, plasticity index tests, sieve analysis tests, up to four (4) soil moisture-density relationship tests, up to four (4) soil California Bearing Ratio (CBR) tests, and up to three (3) soil sulfate and chloride tests performed in general accordance with applicable ASTM or industry standard analytical test procedures. Our engineering soil classification laboratory tests do not include chemical analysis of collected soil samples for environmental hazardous material assessment purposes.

### **III. Soils Evaluation Report and Schedule**

At the completion of our soil exploration drilling activities, soil evaluation and engineering soil classification testing, a formal written letter geotechnical report shall be prepared and provided to our Client. Our soils evaluation letter report shall provide a boring location plan, subsurface exploration boring logs, laboratory engineering soil classification test results, and geotechnical considerations to supplement the design of sitework and pavement sections by our Client.

We anticipate that we may commence our drilling activities within ten (10) working days from our Client's written notice to proceed and once all utility lines are cleared at boring and core locations and city permits have been approved. We estimate that our field work may be completed within a period of 5 days and lab work testing with a period of 15 days. An electronic pre-final review and comment report shall be provided within four (4) weeks after the completion of our field evaluation activities. An electronic PDF copy of the final report shall be provided once comments are received from our pre-final report submittal.





#### **IV. Estimated Lump Sum Fee and Scope of Work Terms**

We propose to provide the scope of work defined in this proposal for the revised estimated lump sum fee of **\$32,630.50**. A breakdown of our revised estimated fee is presented as Exhibit A within this proposal.

Our scope of work under this proposal does not include the following; repair and/or replacement of penetrated or damaged unmarked utility lines, topographic surveying services, delineation of buried materials and/or structures, a groundwater or water seepage study, sink hole study, landslide study, global slope stability of the site, replacement of concrete walkways or landscaping areas, preparation of engineering plans, bid specifications, engineering cost estimates, an environmental assessment of the project sites air, soil, water, site fault delineation and evaluation, delineation of subsurface flowing water either on or adjacent to the project site limits, the development of a dewatering plan, development of a trench safety plan, construction materials testing services during construction, an assessment of the potential impacts or distress to existing structures on or adjacent to the project site resulting from construction activities, and directing or controlling the means and methods utilized by contractors during the construction of the project. CQC and our Client shall have no liability for claims resulting from the contractor's selected means and methods of construction.

Our services shall be performed in accordance with the scope of services described in this proposal. By approving this proposal, our Client agrees to retain our services for the above estimated fee. We understand that our services shall be performed in accordance with the Standard Terms and Conditions of our Clients prime agreement.

Our invoices are due and payable at 4606 Titanic Avenue, El Paso, Texas 79904. All parties hereby agree that this agreement upon acceptance will be performable in El Paso County, Texas. This document and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal. This proposal is valid for a period of up to 60 days. CQC reserves the right to reevaluate our proposal beyond the referenced period. Again, we appreciate the opportunity to submit this proposal. Should you have any questions or comments regarding this proposal, please feel free to contact us.

**Respectfully Submitted,**  
**CQC Testing and Engineering, L.L.C.**  
**TBPE Firm Registration No. F-10632**

Carlos Saucedo, P.E.  
Operations Manager / Project Engineer  
[csaucedo@cqcengqat.com](mailto:csaucedo@cqcengqat.com)

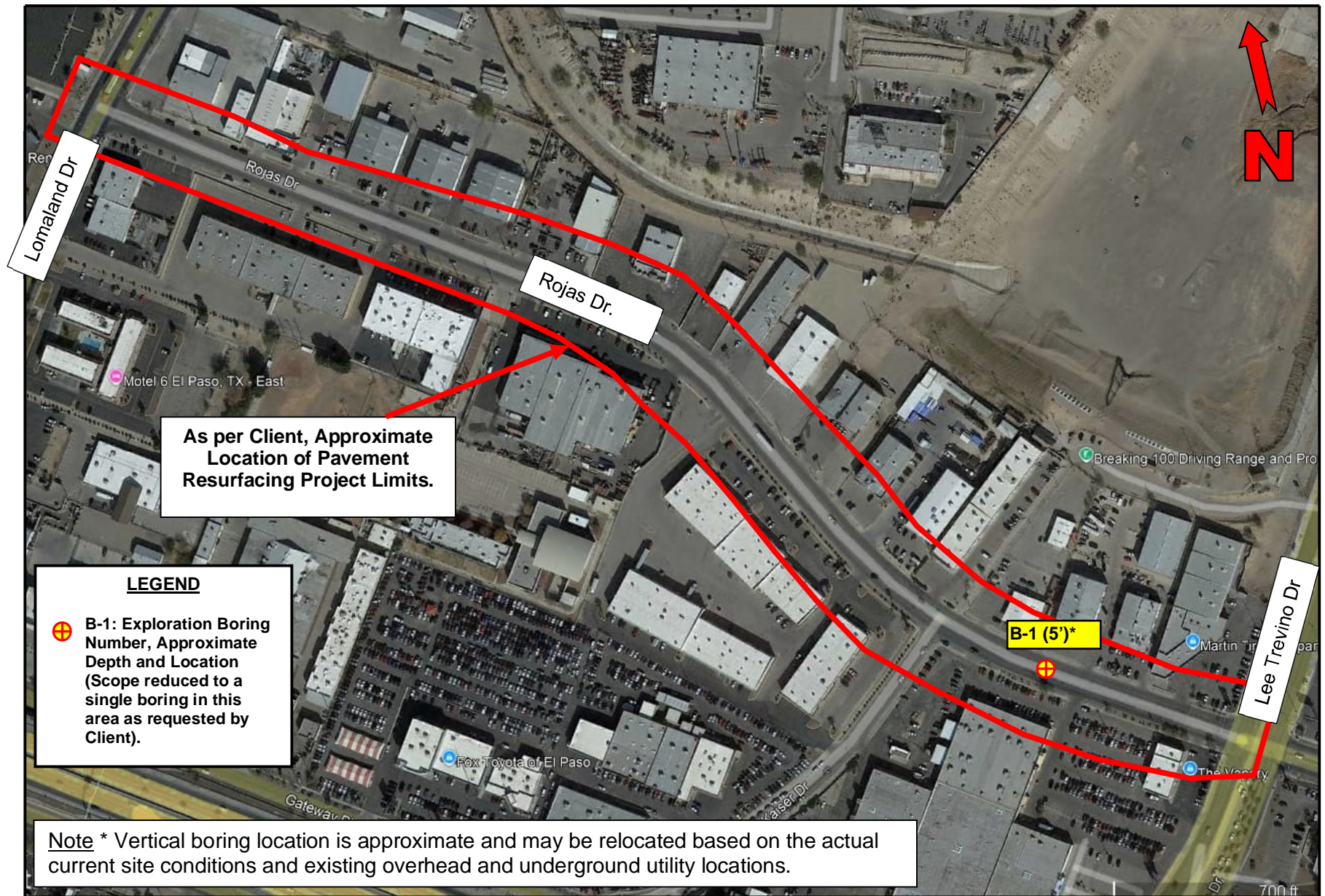
Jaime Rojas, P.E.  
President / Principal Engineer  
[jrojas@cqcengqat.com](mailto:jrojas@cqcengqat.com)

Attachments: 1.) General Geotechnical Subsurface Exploration Boring Location Aerial Plans, Sheet 1 through 3  
2.) Selected Project Area Photographs, 7 Pages  
3.) Exhibit A – Geotech Services Fee Estimate, 1 Page

Copies: 1.) Above Addressee – 1 copy by e-mail ([mgomez@grvies.com](mailto:mgomez@grvies.com)) / ([grvies@gmail.com](mailto:grvies@gmail.com))

L:\2 Geotech Proposals\2024\MAIN GEOTECH Proposals\24-084 - CoEP Rojas Drive Resurfacing-Reconstruction (GRVIES)\3-Proposal and Cost Estimate\Revised Proposal Docs\24-084 proposal-revised\_1-9-25.docx





**General Geotechnical Subsurface Exploration  
Boring Location Aerial Plan**

Rojas Drive Resurfacing/Reconstruction Project  
Rojas Dr. from Lomaland Dr. to Pendale Dr.  
El Paso, El Paso County, Texas

Client: GRV Integrated Engineering Solutions, LLC.

CQC Proposal No. PGCQC24-084

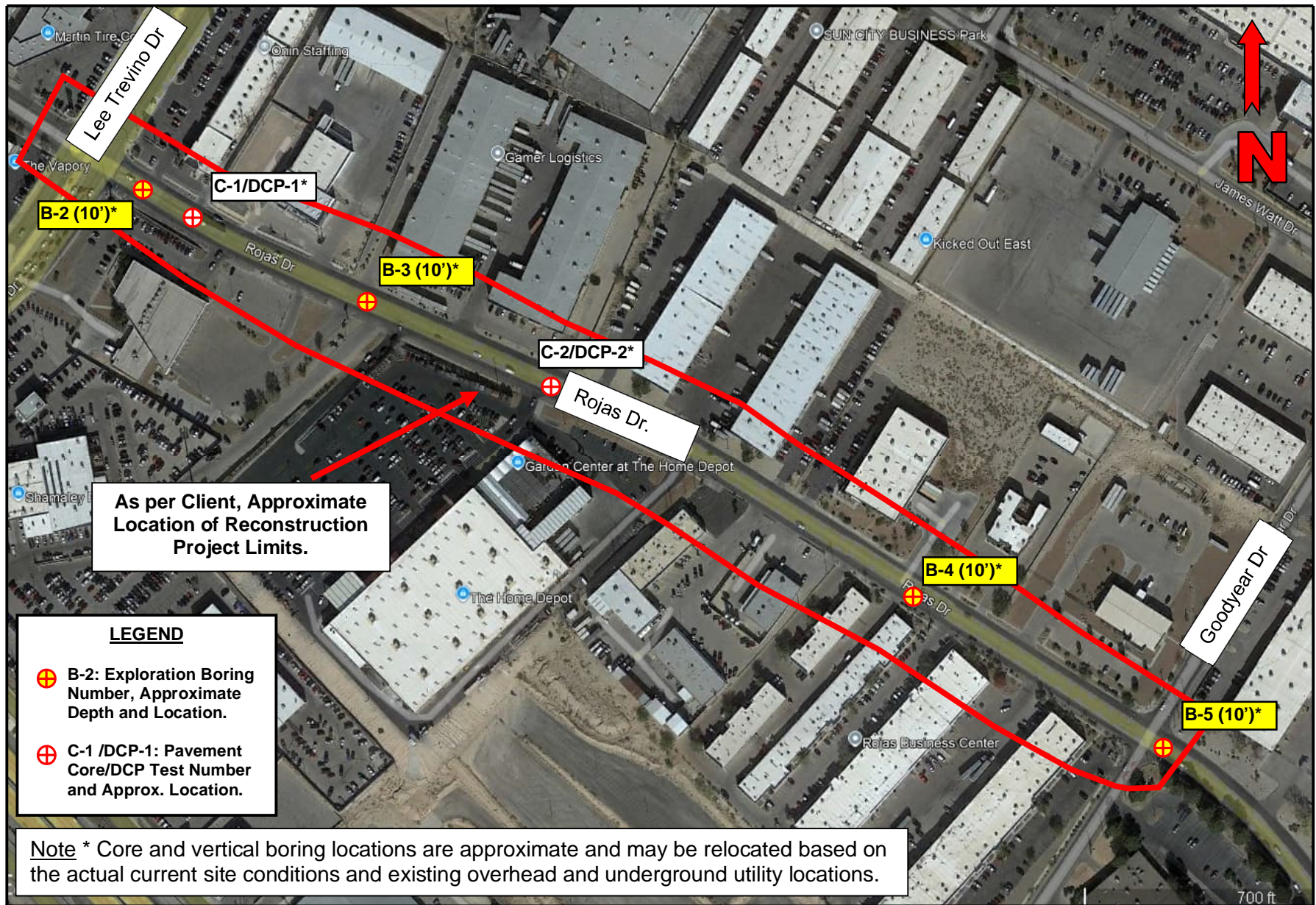
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Check by: JR

Date: RVS- 1/9/25

Sheet 1





### General Geotechnical Subsurface Exploration Boring and Core Location Aerial Plan

Rojas Drive Resurfacing/Reconstruction Project  
Rojas Dr. from Lomaland Dr. to Pendale Dr.  
El Paso, El Paso County, Texas

Client: GRV Integrated Engineering Solutions, LLC.

CQC Proposal No. PGCQC24-084

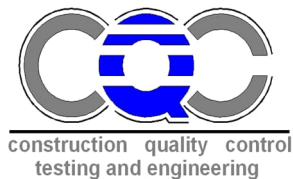
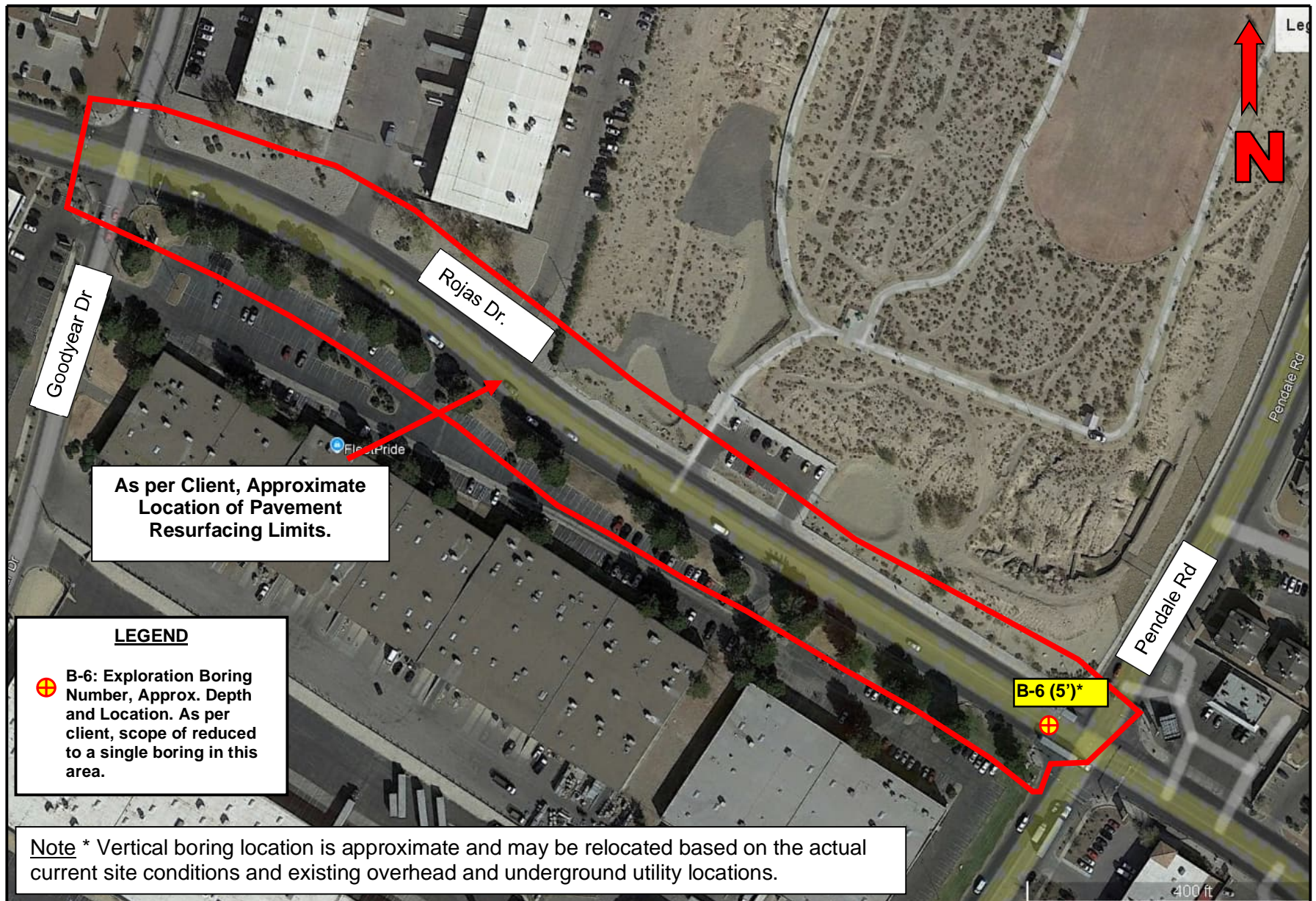
Scale: NTS

Check by: JR

Date: RVS-1/9/25

Sheet 2





**General Geotechnical Subsurface Exploration  
Boring Location Aerial Plan**

Rojas Drive Resurfacing/Reconstruction Project  
Rojas Dr. from Lomaland Dr. to Pendale Dr.  
El Paso, El Paso County, Texas

Client: GRV Integrated Engineering Solutions, LLC.

CQC Proposal No. PGCQC24-084

Scale: NTS

Check by: JR

Date: RVS-1/8/25

Sheet 3



# Rojas Drive Resurfacing / Reconstruction Project Area East of Lomaland Intersection





# Rojas Drive Resurfacing / Reconstruction Project Area East of Lomaland Intersection – Full Depth Repair





# Rojas Drive Resurfacing / Reconstruction Project

## Area of Poor Drainage – East of Lomaland





# Rojas Drive Resurfacing / Reconstruction Project

## Area of Poor Drainage West Lee Trevino Intersection – Full Depth Repair





# Rojas Drive Resurfacing / Reconstruction Project

## Area of Poor Drainage West Lee Trevino Intersection – Full Depth Repair





# Rojas Drive Resurfacing / Reconstruction Project Area East of Rojas and Lee Trevino where severe pavement rutting is occurring – Propose concrete pavement approach





# Rojas Drive Resurfacing / Reconstruction Project

## View of Intersection at Pendale and Rojas







**FEE SCHEDULE**

**PROJECT NAME: ROJAS DRIVE RECONSTRUCTION**

**PRIME PROVIDER NAME: GRV INTEGRATED**

**SUB CONSULTANT PROVIDER NAME: CONSOR ENGINEERS**

FLASHER SIGNAL FEES	
CONSOR PROJECT MANAGEMENT & ADMINISTRATION FEES FEES	\$4,354.02
CONSOR ENGINEERING DESIGN FEES	\$25,512.28
CONSOR CONSTRUCTION PHASE SERVICES FEES	\$3,702.34
DIRECT EXPENSES	\$76.50
GRAND TOTAL	\$33,645.14



## FEE SCHEDULE (Consor Engineers)

PROJECT NAME: ROJAS DRIVE RECONSTRUCTION

METHOD OF PAY: LUMP SUM

PRIME PROVIDER NAME: GRV INTEGRATED

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER (Design)	EIT II	CADD OPERATOR	CLERICAL	TOTAL LABOR HRS.  & COSTS
<b>PROJECT MANAGEMENT AND ADMINISTRATION FEES</b>						
Project Status/Coordination (GRV)	4	0	0	0	0	4
Project Status/Coordination (COEP)	2	0	0	0	0	2
Project Status/Coordination (Internal Team)	8	0	0	0	0	8
Invoicing and Status Reports	4	0	0	0	0	4
HOURS SUB-TOTALS	18	0	0	0	0	18
LABOR RATE PER HOUR	\$85.00	\$55.00	\$42.00	\$38.00	\$30.00	
DIRECT LABOR COSTS	\$1,530.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,530.00
MULTIPLIER	2.85	2.85	2.85	2.85	2.85	
TOTAL LABOR COSTS	\$4,354.02	\$0.00	\$0.00	\$0.00	\$0.00	\$4,354.02
<b>SUBTOTAL - ENGINEERING DESIGN FEES</b>						<b>\$4,354.02</b>
<b>ENGINEERING DESIGN FEES</b>						
Convert Plans to GRV Format	0	0	0	0	0	0
Typical Sections	0	0	1	2	0	3
Demolition Layouts (Coordination to include on GRV-11 Sheets, 50 Scale)	1	1	20	4	0	26
Illumination Layouts (22 Sheets, 50 Scale)	4	6	30	80	0	120
Circuit Diagrams & Electrical Service Data Sheet	0	0	1	2	0	3
Illumination Standards	0	0	1	8	0	9
General Notes/Plan Notes	0	1	1	1	0	3
Quantities & Estimate	0	1	4	0	0	5
Specifications	1	2	4	0	0	7
QA/QC	8	16				24
HOURS SUB-TOTALS	14	27	62	97	0	200
LABOR RATE PER HOUR	\$85.00	\$55.00	\$42.00	\$38.00	\$30.00	
DIRECT LABOR COSTS	\$1,190.00	\$1,485.00	\$2,604.00	\$3,686.00	\$0.00	\$8,965.00
MULTIPLIER	2.85	2.85	2.85	2.85	2.85	
TOTAL LABOR COSTS	\$3,386.46	\$4,225.96	\$7,410.37	\$10,489.49	\$0.00	\$25,512.28
<b>SUBTOTAL - ENGINEERING DESIGN FEES</b>						<b>\$25,512.28</b>



## FEE SCHEDULE (Consor Engineers)

PROJECT NAME: ROJAS DRIVE RECONSTRUCTION

METHOD OF PAY: LUMP SUM

PRIME PROVIDER NAME: GRV INTEGRATED

CONSTRUCTION PHASE SERVICES: Time and Materials Charged						
Answering RFI's						0
Punch list walk through						0
Creating As-built Drawings	1	4	2	24		31
HOURS SUB-TOTALS	1	4	2	24	0	31
LABOR RATE PER HOUR	\$85.00	\$55.00	\$42.00	\$38.00	\$30.00	
DIRECT LABOR COSTS	\$85.00	\$220.00	\$84.00	\$912.00	\$0.00	\$1,301.00
MULTIPLIER	2.85	2.85	2.85	2.85	2.85	
TOTAL LABOR COSTS	\$241.89	\$626.07	\$239.04	\$2,595.34	\$0.00	\$3,702.34
<b>SUBTOTAL - CONSTRUCTION PHASE SERVICES FEES</b>						<b>\$3,702.34</b>
HOURS SUB-TOTALS	33	31	64	121	0	249
LABOR RATE PER HOUR	\$85.00	\$55.00	\$42.00	\$38.00	\$30.00	
DIRECT LABOR COSTS	\$2,805.00	\$1,705.00	\$2,688.00	\$4,598.00	\$0.00	\$11,796.00
MULTIPLIER	2.85	2.85	2.85	2.85	2.85	
TOTAL LABOR COSTS	\$7,982.37	\$4,852.03	\$7,649.42	\$13,084.83	\$0.00	\$33,568.64
<b>SUBTOTAL - ENGINEERING DESIGN + CONSTRUCTION PHASE SERVICES FEES</b>						<b>\$33,568.64</b>

DIRECT EXPENSE DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL DIRECT EXPENSE COSTS
<b>DIRECT EXPENSE FEES</b>			
MILEAGE @ \$0.540 per mile)	30	\$0.55	\$16.50
USB Drive @ (\$10 each)	2	\$10.00	\$20.00
REPRODUCTION (11" x 17")(B/W) @ (\$0.25/copy)	200	\$0.20	\$40.00
Paper Plots (22" x 34") @ \$1.50/Plot	0	\$1.50	\$0.00
Mylar Plots (22" x 34") @ \$3.00/ Plot	0	\$3.00	\$0.00
<b>SUBTOTAL - DIRECT EXPENSES</b>			<b>\$76.50</b>
<b>PROJECT TOTAL</b>			<b>\$33,645.14</b>



## **EXHIBIT B**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

The scope of services for the Rojas Drive Improvements project will include professional engineering services for the preparation of plans, specifications, and estimates (PS&E) for continuous illumination.

Conсор (The Engineer) shall coordinate all tasks and assignments with the GRV Integrated Engineering Solutions LLC Project Manager (GRV).

#### **Design:**

Design shall meet all City of El Paso requirements for the project.

The Engineer is responsible for submitting a turnkey design product. The Engineer shall be responsible for providing State of Texas licensed designers required by the State to perform this type of project design. The Engineer shall follow City's design specifications and procedures for the development of this project and comply with all laws, regulations and policies set by the City of El Paso. Aside from complying with local building codes, the Engineer shall comply, at a minimum, with the City of El Paso Design Standards for Construction and City of El Paso Capital Improvement Department Drawing Guidelines. The Engineer is charged with ensuring the project design is in compliance with all federal, state, and local regulations and ordinances.

For this scope the engineer will include the following design services: Project Management & Administration, Roadway Design and Construction Phase Services.

#### **TASK 100 Project Management & Administration:**

##### **100.1 Contract Management & Administration**

The Engineer shall:

- A. Perform all work in accordance with the City's latest practices, criteria, specifications, policies, procedure.
- B. Act as an agent for GRV when specified in this work authorization.
- C. Notify GRV of its schedule, in advance, for all design submittals.
- D. Prepare monthly written progress reports.
- E. Develop and maintain a detailed project schedule to track project conformance for the project. The schedule submittals shall be hard copy and electronic format.
- F. Meet on an as needed basis with GRV to review project progress.
- G. Prepare, distribute, and file both written and electronic correspondence.
- H. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

#### **TASK 200 Roadway Design:**

##### **200.1 Plan Preparation:**

The engineer shall convert plan sheets from the City of El Paso Arterial Lighting and Landscaping Improvements Trawood Dr, Hunter Dr, McCombs St & Rojas Dr project to plan sheets for the Rojas Drive Improvement sheets per GRV format. Plan sheets to be converted are as follows:

- Plan Notes (3) – Revised to conform to Rojas Drive Improvement Project
- Utility Notes (3) – Revised or Combined per GRV
- Project Layout (6)
- Horizontal Control Data (2) – Revised per GRV
- Typical Sections (5)



- Demolition Plan (11)
- Illumination Plan (22)
- Circuit Diagram (2)
- Electrical Service Data Sheet (1)
- Illumination Design Standards (13)
- Erosion Control Plan (11) – Revised per GRV
- Erosion Control Standards (4)

In addition quantities, estimates and specifications will be provided at each milestone submittal.

**TASK 300 - Construction Phase Service**

**300.1 Construction Phase Services:**

During the construction phase, the Engineer shall assist the Owner, on a time and materials basis, with but not limited to the following items:

- A. Produce and provide a set of reproducible (11"X17") and electronic format "as-built" drawings.



PROJECT FEE SCHEDULE FOR:	GRV- Rojas Dr - El Paso TX		
SCOPE:	Vacuum Excavation (See page 2 for Details)		
ESTIMATED TIME TO COMPLETE:	*3 Days - 3 Person Crew- 10 hour Day		
SUBMITTAL:	CAD Deliverable. Client provides CAD topo		
	background and Survey Control		
		CURRENT PROJECT ESTIMATES	
	Standard Rate		
Job Description		Hrs./Days/Miles	Total
Project Manager	\$ 236.00	1	\$ 236.00
SUE Field Manager	\$ 170.00	3	\$ 510.00
Senior SUE Tech	\$ 120.00	30	\$ 3,600.00
SUE TECH 3	\$ 105.00	30	\$ 3,150.00
SUE TECH 2	\$ 84.00		\$ -
SUE TECH 1	\$ 72.00	20	\$ 1,440.00
Senior Utility Coordinator	\$ 175.00		\$ -
Utility Coordinator	\$ 125.00		\$ -
Sr. CADD Technician	\$ 129.00	3	\$ 387.00
CADD Technician	\$ 104.00		\$ -
Technical Support	\$ 63.00	1	\$ 63.00
Designating Truck	\$ 35.00	30	\$ 1,050.00
Locating Truck	\$ 80.00	30	\$ 2,400.00
Field Supplies	\$ 50.00	2	\$ 100.00
GPR equipment - Single Channel	\$200/ day		\$ -
Manhole Scanner- equipment only	\$300/ day		\$ -
Concrete cores	\$250 / core		\$ -
Concrete breaking and restoration	\$200 / each	4	\$ 800.00
Lodging	\$85 / day	12	\$ 1,020.00
Meals	\$35 / day	15	\$ 525.00
Traffic Control & Permits	\$ 2,000.00	4	\$ 8,000.00
Mobilization - Project Specific	\$ 2,000.00	1	\$ 2,000.00
2 Man Survey Crew	\$ 175.00	10	\$ 1,750.00
Survey Technician-Coordination	\$ 110.00	4	\$ 440.00
		PROJECT TOTAL	\$ 27,471.00



<b>PROJECT SCOPE ITEMS:</b>	<b>Vacuum Excavate 4 ea. utilities as directed or depicted in provided exhibit. Mark, paint, flag and survey findings. Client provides existing utility as-built records if available. *Time may vary due to difficult soil conditions or excessive utility depths &gt;10 feet. NOTE: May require a 72 hour response after receiving notice to proceed.</b>
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If you agree to this proposal, please sign below and email back. Your signature will serve as a written notice to proceed. Note: Geophysical search and records research does not guaranty all utilities will be found. Residential services and irrigation/sprinkler systems are not included in this investigation. Non conductive material utilities, ie pvc waterlines may require advanced geophysical methods to designate and are not included in this proposal.

Joseph A Murphy, PE  
SUE Program Manager  
214-979-1144 office

By: \_\_\_\_\_  
Authorized Signature

	Provide invoicing instructions below
<b>Project Name:</b>	
<b>Project or Purchase Order Number:</b>	
<b>Project Manager Name:</b>	
<b>Project Manager Email:</b>	
<b>Project Manager Phone:</b>	
<b>Accounts Payable Contact Name:</b>	
<b>Accounts Payable Email:</b>	
<b>Mailing Address:</b>	



**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

For the “Civil Engineering Professional Services for the Rojas Drive Resurfacing/Reconstruction Project” hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

**REPORT/CONCEPT PHASE**

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
  - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probing, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in



connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
        - e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

#### **PHASE I - PRELIMINARY DESIGN PHASE**

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.
2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not



limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

#### **PHASE II - PRE-FINAL DESIGN PHASE**

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall



include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **“Drawings,”** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **“Specifications.”** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.
5. As per Attachment “D”, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.



### **PHASE III - FINAL DESIGN PHASE**

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

### **BIDDING PHASE**

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.



5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

### **CONSTRUCTION PHASE**

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.



Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the



construction contractor, a final inspection of the Project and prepare and publish a “punch list” of minor deficiencies to be corrected prior to final payment to the construction contractor. The “**punch list**” shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) “record” drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.
13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.



21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.
24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

### **ADDITIONAL SERVICES OF THE CONSULTANT**

#### **GENERAL**

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probing, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.



4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

#### **RESIDENT PROJECT SERVICES**

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.



## ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “Civil Engineering Professional Services for the Rojas Drive Resurfacing/Reconstruction Project”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed \$445,900.14 for all Basic Services and reimbursables noted within the Agreement and its attachments.

### PAYMENT SCHEDULE

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

#### Payment to Consultant

<b>30% Plan Submittal</b>	<b>\$124,834.48</b>
<b>60% Plan Submittal</b>	<b>\$124,834.48</b>
<b>90% Plan Submittal</b>	<b>\$124,834.48</b>
<b>Final Submittal</b>	<b>\$41,611.49</b>
<b>Bid Phase Services</b>	<b>\$2,733.68</b>
<b>Construction Administration Phase Services</b>	<b>\$27,011.52</b>
<b>Total:</b>	<b>\$445,900.14</b>

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

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

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

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

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



No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. The Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> of any given year, to coincide with the Owner's fiscal year.

**Communications Costs:** Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

**Personal Automobile Mileage:** Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

**Entertainment Costs:** Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

## **DELIVERABLE SCHEDULE**

### **CONCEPT PHASE**

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five (5) copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE I—PRELIMINARY DESIGN PHASE**

The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

### **PHASE II—PRE-FINAL DESIGN PHASE**

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

### **PHASE III—FINAL DESIGN PHASE**

The services called for in **Phase III** of this Agreement shall be completed and **ten (10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar days** following written



authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### **PHASE IV—BIDDING PHASE**

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months**.

#### **PHASE V - CONSTRUCTION PHASE**

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.



**ATTACHMENT “E”  
INSURANCE CERTIFICATE**



**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Southwest</b> <b>9811 Katy Freeway, Suite 500</b> <b>Houston, TX 77024</b> <b>713 490-4600</b>		<b>CONTACT NAME:</b> <b>Hartford Service Center</b> <b>PHONE (A/C, No, Ext):</b> <b>713 490-4600</b> <b>FAX (A/C, No):</b> <b>713-490-4700</b> <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A : Sentinel Insurance Company Ltd.</b>	<b>11000</b>
		<b>INSURER B : Hartford Fire Insurance Company</b>	<b>19682</b>
		<b>INSURER C : Beazley Insurance Company, Inc.</b>	<b>37540</b>
		<b>INSURER D : Hartford Accident and Indemnity Co</b>	<b>22357</b>
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>61SBARU2546</b>	<b>01/09/2024</b>	<b>01/09/2025</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$1,000,000</b> MED EXP (Any one person) <b>\$10,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>D</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>61UECHF5039</b>	<b>01/09/2024</b>	<b>01/09/2025</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION <b>\$10000</b>			<b>61SBARU2546</b>	<b>01/09/2024</b>	<b>01/09/2025</b>	EACH OCCURRENCE <b>\$5,000,000</b> AGGREGATE <b>\$5,000,000</b> \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>61WBCAJ9180</b>	<b>01/29/2024</b>	<b>01/29/2025</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>C</b>	<b>Professional Liability</b>			<b>C2C83C240501</b>	<b>09/23/2024</b>	<b>09/23/2025</b>	<b>\$2,000,000 per claim</b> <b>\$2,000,000 annl aggr.</b>

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

The General Liability and Auto Liability policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. All policies provide an automatic Waiver of Subrogation when required by written contract. Umbrella follows form. The General Liability and Automobile Liability Policies contain a special endorsement with Primary and (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

City of El Paso-Capital Improvement Department  
 218 N. Campbell  
 El Paso, TX 79901

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

AUTHORIZED REPRESENTATIVE

*James E. Ammerman*

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# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

## Introduction:

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

## Definitions:

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

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

## Contributor / Donor Information:

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

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

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

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



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

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

OR

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

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

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

Signature: Maria J. Robles Date: \_\_\_\_\_





Legislation Text

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File #: 25-243, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

**AGENDA LANGUAGE:**

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

Discussion and action on a Resolution authorizing the Mayor to sign the Interlocal Agreement for good and valuable consideration by and between the City of El Paso, and the County of El Paso, for the purposes of efficiency and effectiveness, the City seeks to use the County's procurement process to also contract with Newmark Global Strategies Economic Incentives Advisory to update the City's economic development incentive policies under Chapter 380 of the Texas Local Government Code, with the goal of enhancing the El Paso region's appeal for prospective economic development expansion opportunities; and authorizing the City Manager or designee to take such further actions, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting Interlocal Agreement execute such additional documents, establish future funding sources and make any budget transfers, make such filings as may be necessary to effectuate the intent and purpose of this Resolution. The City's contract responsibility shall not exceed \$25,000.





**DEPARTMENT:** Economic & International Development

**AGENDA DATE:** 2/25/25

**PUBLIC HEARING DATE:** 2/25/25

**CONTACT PERSON NAME:** Karina Brasgalla

**PHONE NUMBER:** 915-212-0094

**2nd CONTACT PERSON NAME:** Bill Allen

**PHONE NUMBER:** 915-212-0094

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:**

Create an Environment Conducive to Strong, Sustainable Economic Development



**SUBGOAL:**

**SUBJECT:**

Discussion and action on a Resolution authorizing the Mayor to sign the Interlocal Agreement for good and valuable consideration by and between the City of El Paso, and the County of El Paso, for the purposes of efficiency and effectiveness, the City seeks to use the County's procurement process to also contract with Newmark Global Strategies Economic Incentives Advisory to update the City's economic development incentive policies under Chapter 380 of the Texas Local Government Code, with the goal of enhancing the El Paso region's appeal for prospective economic development expansion opportunities; and authorizing the City Manager or designee to take such further actions, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting Interlocal Agreement execute such additional documents, establish future funding sources and make any budget transfers, make such filings as may be necessary to effectuate the intent and purpose of this Resolution. The City's contract responsibility shall not exceed \$25,000.



**BACKGROUND / DISCUSSION:**

In accordance with applicable federal, state, and local laws, including Chapter 262 of the Texas Local Government Code, the County sought proposals for the development of its incentive policies, including its Texas Government Code Chapter 381 policies, to enhance the County's appeal for potential economic development expansion opportunities. As a result of the County's request for proposals, the contract was awarded to Newmark Global Strategies Economic Incentives Advisory. The City also intends to update its economic development incentive policies to incorporate its Chapter 380 policy. For the sake of alignment, efficiency, and effectiveness, the City plans to utilize the County's procurement process to contract with Newmark for the same services, which includes updating the City's Chapter 380 incentives policy in accordance with Texas Local Government Code Chapter 252. The City and the County will each contribute 50% of the required costs of the contract. The City's portion shall not exceed \$25,000.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

N/A


**AMOUNT AND SOURCE OF FUNDING:**

Not to exceed \$25,000; Outside Contracts 480-1000-48020-522150

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** 

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



## **RESOLUTION**

**WHEREAS**, the City of El Paso (“City”) and the County of El Paso (“County”) are local governments as defined in Chapter 791 of the Texas Government Code, and have the authority to enter into this Interlocal Agreement (“Agreement”), and have each entered into this Agreement in the appropriate manner prescribed by law; and

**WHEREAS**, economic development is important to the health and vitality of El Paso’s regional economy; and

**WHEREAS**, in compliance with applicable federal, state, and local laws, the County sought proposals for the development of its incentive policies, including its Texas Government Code Chapter 381 policies, to make the County more attractive for prospective economic development expansion opportunities (“Services”); and

**WHEREAS**, as a result of the County’s request for proposals, the proposal was awarded to Newmark Global Strategies Economic Incentives Advisory (“Newmark”) for the Services; and

**WHEREAS**, the City also wishes to update its economic development incentive policies, to include its Chapter 380 policies; and

**WHEREAS**, for purposes of efficiency and effectiveness, the City wishes to use the County’s procurement process to also contract with Newmark for the same Services, to include updating the City’s economic development incentives policies under the Texas Local Government Chapter 380, pursuant to Texas Local Government Code Chapter 252; and

**WHEREAS**, pursuant to Texas Government Code § 791.025, the City may contract with the County to purchase the Services and satisfies the City’s requirement to seek competitive bids for the purchase of the Services; and

**WHEREAS**, the City and County will enter into an Interlocal Agreement to collaboratively update/develop their respective economic development incentive policies under Chapter 380 and Chapter 381, aimed at enhancing the El Paso region’s appeal for prospective economic development expansion opportunities; and

**WHEREAS**, the City and the County acknowledge that this Interlocal Agreement is in accordance with the City’s and County’s respective strategic plans and visions for the promotion of economic development of the El Paso region.



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

That the Mayor be authorized to sign the Interlocal Agreement for good and valuable consideration by and between the City of El Paso ("City"), a home-rule municipal corporation and the County of El Paso, a Texas political subdivision ("County"), by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act, Chapter 791.001 *et seq.*, Texas Government Code, for the purposes of efficiency and effectiveness, the City seeks to use the County's procurement process to also contract with Newmark Global Strategies Economic Incentives Advisory ("Newmark") to update the City's economic development incentive policies under Chapter 380 of the Texas Local Government Code ("Services"), with the goal of enhancing the El Paso region's appeal for prospective economic development expansion opportunities.

That the City Manager or designee be authorized to take such further actions, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting Interlocal Agreement execute such additional documents, establish future funding sources and make any budget transfers, make such filings as may be necessary to effectuate the intent and purpose of this Resolution.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, **2025**

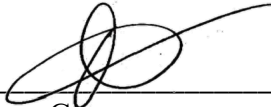
**THE CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Oscar Gomez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Karina Bragalla, Director  
Economic & International Development



THE STATE OF TEXAS      §      INTERLOCAL AGREEMENT BETWEEN  
    §      THE COUNTY OF EL PASO  
    §      AND THE CITY OF EL PASO  
 COUNTY OF EL PASO      §

This Interlocal Agreement (“**Agreement**”) is entered into by and between the **CITY OF EL PASO, TEXAS**, a Texas home-rule municipal corporation (the “**City**”), and the **COUNTY OF EL PASO, TEXAS**, a Texas political subdivision (“**County**”), by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act, Chapter 791.001 *et seq.*, Texas Government Code. The City and the County will hereinafter be collectively referred to as the “**Parties**” and individually as the “**Party.**”

## RECITALS

**WHEREAS**, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code §791.001, *et seq.* allows local governments and political subdivisions of the state to contract among each other for the provision of governmental functions and services by an Interlocal contract; and

**WHEREAS**, the City and the County are local governments as defined in Chapter 791 of the Texas Government Code, and have the authority to enter into this Agreement, and have each entered into this Agreement in the appropriate manner prescribed by law; and

**WHEREAS**, economic development is important to the health and vitality of El Paso's regional economy; and

**WHEREAS**, in compliance with applicable federal, state, and local laws, including Chapter 262 of the Texas Local Government Code, the County sought proposals (**Exhibit A**) for the development of its incentive policies, including its Texas Government Code Chapter 381 policies, to make the County more attractive for prospective economic development expansion opportunities (“Services”); and

**WHEREAS**, as a result of the County’s request for proposals, the proposal was awarded to Newmark Global Strategies Economic Incentives Advisory (“Newmark”) for the Services (**Exhibit A**); and

**WHEREAS**, the City also wishes to update its economic development incentive polices, to include its Chapter 380 policies; and

**WHEREAS**, for purposes of efficiency and effectiveness, the City wishes to use the County's procurement process to also contract with Newmark for the same Services, to include updating the City's Chapter 380 incentives policies, pursuant to Texas Local Government Code Chapter 252; and



**WHEREAS**, pursuant to Texas Government Code § 791.025, the City may contract with the County to purchase the Services and satisfies the City's requirement to seek competitive bids for the purchase of the Services; and

**WHEREAS**, the City and the County acknowledge that this Interlocal Agreement is in accordance with the City's and County's respective strategic plans and visions for the promotion of economic development of the El Paso region.

**NOW, THEREFORE**, in consideration of the mutual contributions described herein and the mutual covenants and undertakings of the Parties, the receipt and sufficiency is hereby acknowledged, the Parties agree as follows:

### **SECTION 1. PURPOSE.**

- A. To increase efficiency and effectiveness, the City wishes to use the County's procurement process to contract with Newmark to update its economic development incentive policies, to include its Texas Government Code Chapter 380 policies, to make the City more attractive for prospective economic development expansion opportunities. This Agreement is to memorialize the City's use of the County's procurement process to satisfy the City's requirement to seek competitive bids for the purchase of Services.

### **SECTION 2. AGREEMENT OF THE PARTIES.**

- A. To increase effectiveness and efficiency, the City and County will contract with Newmark under one contract to obtain the Services. The proposed combined contract with Newmark is a separate contract from this Agreement.
- B. Notwithstanding any provision of this Agreement, the proposed combined contract shall in no way limit, impair, or otherwise affect the authority of the governing body of each Party to approve or disapprove under each Party's own guidelines and standards.
- C. Each Party voluntarily wishes to combine efforts and contract with Newmark under one contract, however, each Party is responsible for their portion of the cost for Services as more fully described in the proposed contract with Newmark. In the event the City decides not to enter into a contract with Newmark, the County reserves the right to do so without any liability or continuing obligation to the City under this Agreement.
- D. By executing this Agreement, the City agrees to use the procurement completed by the County, including the terms, conditions, and pricing, as permitted under Chapter 791 of the Texas Government Code and other applicable statutes.



- E. To the extent permitted by law, the County represents and warrants that the City may rely on the County's procurement process as it complies with all applicable competitive bidding and procurement requirements under Texas law, including any requirements outlined in Chapter 262 of the Texas Local Government Code.

### **SECTION 3. PAYMENTS.**

- A. The City shall not reimburse the County for any administrative or other costs incurred by the County in facilitating the use of its procurement, as agreed upon in this Agreement. The City will only be responsible for the costs of the Services it obtains from Newmark as established by the separate contract between the County, Newmark and City.
- B. Pursuant to Texas Government Code § 791.011(d)(3), the Party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying Party.

### **SECTION 4. NO INDEMNIFICATION.**

- A. The Parties agree that neither Party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.
- B. Each Party must handle any claims resulting from their actions in this Agreement.
- C. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives. Further, the Parties expressly agree that, in all things relating to this Agreement, they are performing governmental functions, as defined by the Texas Tort Claims Act, and that every act or omission of the Parties which, in any way, pertains to or arises out of this Agreement, falls within the definition of governmental function.
- D. Nothing in this Agreement shall be construed to be a waiver of sovereign immunity by any of the Parties.

### **SECTION 5. TERM and TERMINATION.**

- A. This Agreement may be terminated as provided in this section.
  - 1. EFFECTIVE DATE. The terms of this Agreement shall commence on the date that the last Party signs and executes this Agreement ("Effective Date").
  - 2. TERMINATION FOR CONVENIENCE. Either Party may terminate this Agreement for any reason by sending a written notice to the non-terminating Party at least 30 thirty calendar days before termination.



3. TERMINATION BY EITHER PARTY FOR CAUSE. Either Party may terminate this Agreement if one Party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating Party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least 30 calendar days to the non-terminating Party to cure such failure.
4. NON-APPROPRIATION OF FUNDS. Should either Party not have funding to carry out any obligations of a particular effort conducted under this Agreement, it shall immediately notify the other Party of such fact and of such portions of the Agreement that may be deemed terminated or modified due to lack of funding. Each Party reserves the right to terminate this Agreement at the end its fiscal year by providing at least a twenty (20) day prior written notice to the Party.
5. This Agreement shall terminate and expire on earlier of the date upon completion of the Services, the termination of the contract with Newmark, or the termination of this Agreement in accordance with the terms and conditions contained herein.

## **SECTION 6. GENERAL PROVISIONS.**

- A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Parties. As such, the Parties are not subject to the liabilities or obligations of the other which are obtained under the performance of this Agreement.
- C. NOTICES. The Parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. The Parties may change their address by sending a written notice to the other Party. A new address is not official until the change of address notice is received by the other Party as provided in this section. Upon receipt of proper notification of change of address the notified Party will send all further notifications to the new address. Parties will address notices as follows:

To the City of El Paso:                      City of El Paso  
Attn: City Manager  
PO Box 1890



El Paso, Texas 79950-1890

Copy to: City of El Paso  
Attn: Director of Economic Development  
123 W. Mills Ave. Suite 111  
El Paso, Texas 79901  
brasgallakx@elpasotexas.gov

To the County of El Paso: El Paso County  
Attn: County Judge  
500 E. San Antonio Ave., Room 301  
El Paso, Texas 79901

Copy to: El Paso County  
Attn: Economic Development Director  
500 E. San Antonio Ave., Room 312  
El Paso, Texas 79901

- D. **CONFIDENTIALITY.** The Parties acknowledge that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- E. **GOVERNING LAW.** This Agreement is governed by Texas law.
- F. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- G. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- H. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- I. **COMPLIANCE WITH THE LAWS.** The Parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- J. **FORCE MAJEURE.** There is no breach of contract should either Party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or



circumstances whatsoever beyond either party's reasonable control. The delayed Party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

- K. SUCCESSIONS AND ASSIGNS. This Agreement is binding on the Parties. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- L. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- M. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- N. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- O. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all parties.
- P. GOVERNMENTAL FUNCTION. The Parties expressly agree that all actions related to this Agreement constitute the performance of a governmental function.

*(Signatures Begin on the Following Page)*



IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the dates established below.

**CITY OF EL PASO:**

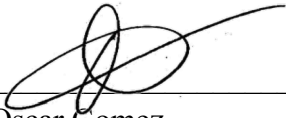
\_\_\_\_\_  
Renard Johnson  
Mayor

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


**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Oscar Gomez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Karina Brasgalla, Director  
Economic and International Department

*(Signatures Continue on the Following Page)*



**THE COUNTY OF EL PASO**

\_\_\_\_\_  
County Chief Administrator

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
El Paso County Economic Development Director



## **Exhibit A – Vendor Proposal**

**[Exhibit on Following Page]**



## The County and City of El Paso, Texas

Incentives Policy Review  
August 26, 2024

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Presented By:

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Newmark Global Strategy, Economic Incentives Advisory



August 26, 2024

Roberto Ransom, Director of Economic Development  
El Paso County Economic Development  
500 E. San Antonio, Suite 312  
El Paso, TX 79901

Bill Allen, Assistant Director  
Economic & International Development  
123 W. Mills Ave., Suite 111  
El Paso, TX 79901

**Re: Proposal for Economic Incentive Advisory Services for an Incentives Policies Review**

Dear Mr. Roberto Ransom and Mr. Bill Allen,

Newmark Global Strategies Economic Incentives Advisory (EIA) is pleased to present this proposal to conduct an Incentive Policy Review for The City of El Paso Economic and International Development and El Paso County Economic Development. Our highly qualified team of professionals offers a unique combination of skillsets in economic development strategy, corporate site selection, economic incentives advisory and compliance, licensed attorneys, CPAs, and real estate expertise. As a result, we serve as multi-disciplined trusted advisors to our U.S. and international clients, having collectively negotiated over \$15B in incentives globally and evaluated more than 1,000 state and local incentive policies domestically.

Our approach, as summarized in this proposal, is one of partnership. Our service model is an open and transparent process that ensures consensus and eliminates all possibilities of conflict. Our clients have benefited from our unbiased and integrated approach and will gladly testify to our value. We are confident that Newmark, and the proposed project team, will offer valuable insights that inform The City of El Paso and El Paso County, providing unique and creative solutions to assist policy development and adoption.

We appreciate your time and the opportunity to discuss this exciting project in more detail. Please do not hesitate to reach out if you have any questions or need any additional information from us.

Best regards,



Kim L. Moore  
Executive Managing Director, Global Strategy  
[Kim.moore@nmrk.com](mailto:Kim.moore@nmrk.com)

cc: Robert Hess, Vice Chairman, Global Strategy



## **Statement of Work**

### **Exhibit A**

#### **Situation**

The City of El Paso Economic and International Development and El Paso County Economic Development (collectively, the "El Paso EDOs" / "El Paso") are currently evaluating the competitiveness of their newly revised incentive policies. Their objective is to enhance the effectiveness of these policies in attracting national and international projects and to streamline the compliance process associated with the same. While they have achieved success with distribution and light manufacturing industries, there is a desire to diversify their industry base and make sure their policies appeal to urban, suburban and rural communities within the County.

To achieve these goals, the City and County economic development groups seek a partner to assist in the review of these policies, drafting policy updates and improving their compliance process. The revisions will primarily focus on the Chapter 380 and Chapter 381 Direct Incentives Programs.

The following Scope of Work outlines how Newmark Global Strategies Economic Incentives Advisory ("EIA" / "Newmark") will conduct their review and provide recommendations for the local incentives policies and compliance processes.

#### **Scope of Services**

The services Newmark will provide as part of this engagement are segmented into four key phases:

- 1) Phase 1: Project Mobilization
- 2) Phase 2: Incentives Competitiveness Review
- 3) Phase 3: Existing Contracts and Compliance Review, Assessment and Development
- 4) Phase 4: Incentive Policy Recommendations

*Any service not specifically defined in this agreement is outside the scope of services.*

#### **Phase 1: Project Mobilization**

The purpose of Phase 1 is to refine project parameters, set the scope of research and identify critical paths and priorities for completing the project on time. This phase includes the following activities:



### Task 1.1: Kick-Off Meeting and Data Gathering

Newmark will begin the project with a pre-kickoff meeting with the El Paso EDOs using the following agenda:

- Kick-off the assignment and discuss project timeline, responsibilities of Newmark, El Paso EDOs' expected outcomes and deliverables.
- Identify existing resources such as current Incentives Policy, economic or financial profiles, analyses or studies that are relevant for the project.

### Task 1.2: Business Climate Assessment, Existing Conditions and Competitive Positioning

The purpose of this task is to:

- Document El Paso's general business environment and policy strengths (assets) and weaknesses by conducting a SWOT analysis.
- Understand how existing industry and business activity can support and create future investment and how the incentive policies have supported these activities historically.
- Evaluate economic trends within each target industry especially as it relates to economic incentives.
- Discuss competitors for projects or other Texas jurisdictions to compare incentives policies and offerings.
- Discuss stakeholders for interviews.

## **Phase 2: Incentives Competitiveness Review**

### Task 2.1: Competing Jurisdictions Identification

Newmark will utilize the benchmark communities identified in Task 1 for inclusion in the Incentive Policy evaluation. This will ultimately allow for a deep understanding of the strengths, weaknesses, and degree to which El Paso's Incentive Policies are competitive with the surrounding U.S., state, and local areas.

### Task 2.2: Stakeholder Interviews and Roundtable Discussions

Interviews and roundtable discussions with community stakeholders will be a critical component of developing this analysis. Stakeholders may include city, county, and regional officials; local business leaders; residents; higher education representatives; and others. For this project, we will conduct up to 10 in-person or virtual interviews and three roundtable discussions. The El Paso EDOs may trade individual interviews for roundtables and vice versa as long as the total interactions do not exceed 13. The El Paso EDOs may also request additional engagements for an additional cost.

### Task 2.3: Collection of Incentive Policies from Competing Jurisdictions

Once the four (4) competing jurisdictions have been identified in the previous Task, their respective incentive policies will need to be collected. This will serve as the main data source underlying the comparison of El Paso's Incentive Policies to chosen state and local policies. Each jurisdiction's policy will be examined for its strengths, weaknesses and competitive



elements then ultimately compared to those of El Paso. To make the most efficient use of project time, costs and local connections, Newmark would require that El Paso assist with the collection and manage the collection of incentive policies of the local jurisdictions and transmit to Newmark for review and analysis.

#### *Task 2.4: Incentive Policy Review, Assessment and Development*

Economic Development incentives are a challenging and important activity especially in the changing Texas and Southeastern U.S. legislative environment. With the ever-growing competition in today's marketplace, it becomes necessary for both the public and private sector to focus on utilizing their existing resources in order to successfully concentrate on achievable strategic opportunities. Newmark will evaluate the current incentive practices, policies and laws in the State of Texas, The City of El Paso and El Paso County to determine their efficacy, transparency and that they are being used to the best of their ability creating a win-win situation for both the community and the companies receiving incentives. We will determine if there are opportunities to build on existing strengths and look for opportunities to fill gaps or supplement with creative practices that increase El Paso's competitive advantages while being mindful of the community's fiscal responsibilities. We will determine if there are areas that would benefit from strategic investment to create shovel-ready sites or open up areas to new and speculative development while also taking into account the dynamics of urban, suburban and rural communities in the region. We will evaluate all of the approved policy allowable activities and make recommendations if funds are being underutilized or an opportunity to stimulate growth becomes visible. The purpose of this analysis would be "local optimization" and also regional, national, and global perspectives on incentives and funding, value added activities and emerging trends in incentive packages.

#### *Task 2.5: Competing Jurisdictions Incentive Policy Reviews and Assessments*

Functionally, the review of competing jurisdictions' policies will be similar to the process used to review and analyze El Paso's Incentive Policy. This process will be completed for each jurisdiction.

#### *Task 2.6: Comparison of El Paso's and Competing Jurisdictions' Incentive Policies*

The final – and critical – step will be to compare the Incentive Policy Reviews of competing jurisdictions to those of El Paso's Incentive Policy Review to understand the strengths, shortcomings, competitive elements and areas of opportunity for El Paso's Incentive Policy recommendations.

### **Phase 3: Existing Contracts and Compliance Review, Assessment and Development**

Incentives are designed to be a win-win partnership between the community and the company. We will review a sampling of existing economic development incentives contracts as well as compliance procedures and documentation. We will make recommendations for updated contract language and procedures using our knowledge of government and corporate legal requirements making sure that the contracts are binding and that the companies are in compliance without creating an unfriendly environment for businesses. We will recommend changes to compliance procedures, if necessary, to strengthen the partnership between



company and community as well as making sure the incentive recipients are staying within legal requirements and monitoring projects for claw backs when the company has not met the established terms and conditions of the agreement. These recommendations will allow for government transparency while creating agreements and procedures that are fair to both parties.

## **Phase 4: Incentive Policy Recommendations**

### **Task 4.1: Economic Incentives Best Practices**

Newmark will assemble a list of best practices in economic development incentive programs available in the U.S. including State, and Local programs. We will call out areas where El Paso and the State could emulate or redesign programs to increase El Paso's competitiveness.

### **Task 4.2: Economic Incentives Deal Benchmarking in Target Industries**

Newmark will assemble a list of recent projects in the designated target industry in competing markets in Texas and competing jurisdictions. This analysis will allow El Paso EDOs to understand what they are competing with when proactively marketing El Paso for relocations and expansions.

### **Task 4.3: El Paso Incentive Policy Recommendations**

Newmark will identify targeted actions for key stakeholders to undertake to drive and implement positive change. These recommended measures will be based on realistic and current market opportunities. The recommendations will be segmented into categories that represent their sphere of impact.

### **Task 4.4: Implementation Plan and Success Metrics**

The implementation plan will outline the required steps for the rollout of each strategic initiative and will provide suggestions related to responsible party, priority, timeline, basic implementation steps and success metrics that can be used for long-term goal setting. In alignment with the initiatives of this competitiveness strategy, the implementation plan will include a variety of action steps to address specific parts of the incentives policies or compliance practices.

To provide for long term review and measurement of the implementation plan, the Newmark team will suggest success metrics (or key performance indicators - KPIs) for each initiative, as well as a defined method for gathering data and quantifying the success metrics. Each of the community goals will have an associated quantifiable measure that will allow for progress tracking.

## **Final Deliverables**

The final report will include one digital copy of the complete analysis formatted as a PowerPoint presentation and delivered to the El Paso EDOs as a PDF document. The report will include an executive summary, methodology and approach, key findings, recommendations, and an appendix with supporting content



## On-Site Meetings

This proposal is based on members of the Newmark team visiting the El Paso region once for the project to deliver the final presentation. The final presentation visit will occur over a one or two-day period.

## Timeline

We anticipate an overall project timeline of three (3) months from kick-off meeting for the completion of the tasks outlined in the scope document. Holidays, ability to travel, stakeholder response and individual schedules may impact the overall timeline. There will be regular project status calls throughout the engagement.

## Project Management

Newmark believes that strong project management and communication plans are the key to a successful engagement. As such, we implement the following project management guidelines throughout the project:

- **Single Points of Contact:** Newmark and El Paso EDOs will designate single points of contact. While there will be project communications between many team members on both sides, all communications must copy the single points of contact. All team-wide communications will be led by those points of contact.
- **Client Review:** Project stakeholders must maintain consistent involvement throughout the project. This will speed progress and ensure that interests are clearly communicated to Newmark staff. Newmark will involve the core project team in regular reviews of materials.
- **Status Update Calls:** At project kickoff, Newmark and El Paso EDOs will determine the cadence for recurring status calls, typically bi-weekly, and schedule accordingly. The calls will last approximately 30-60 minutes and be conducted via Microsoft Teams. Other necessary conversations will occur on an ad hoc basis.

## Team

The project team will consist of Newmark's dedicated incentives professionals who maintain expertise in federal, state, and local incentives; location advisory; and economic development strategy.

**Kim Moore**, Executive Managing Director, and leader of Newmark's Economic Incentives Advisory and Economic Development Consulting practice(s), will serve as the project principal, overseeing overall quality control and drawing on her 25+ years of experience.

The core Newmark project team will include **Erin Schwartz**, Managing Director and **Perla Lopez**, Director in the Economic Incentives Advisory practice. In addition, other subject matter experts from the Global Strategy team will provide project management, intellectual and analytical support, as needed.



The El Paso EDOs' project team will consist of executive and staff members who are best able to provide guidance on overall strategic direction and deliver required operational intelligence and data. The El Paso EDOs' project manager(s) (required) and team members can be identified upon commencement of the assignment.

## **Business Arrangements**

Based on the proposed Scope of Work, Newmark estimates a total fixed fee of \$40,000.00 plus expenses for work that will approximately take three (3) months to complete. The fee will be billable upon completion of the project and after delivery of the final recommendations and compliance process update and in market presentation.

If the decision is made to include additional areas or cities within the county for evaluation, it will require an amendment to the agreement to establish new pricing and terms based on the number of programs and cities to be reviewed. Such changes will be negotiated separately through a change order.

## **Payment Terms**

The El Paso EDOs agree to reimburse Newmark for business related project expenses. Reimbursable expenses include the actual cost of travel-related expenses (airfare, hotel, meals, vehicles, parking, etc.) incurred by Newmark in connection with the performance of their duties during the management of this project. Expenses will be billed without mark-up. All expenses for which Newmark shall request reimbursement will be preapproved by the El Paso EDOs in advance via an email request and incurred in accordance with the El Paso EDOs' travel and expense policy in effect at the time of approval. Approval should not be unreasonably withheld.

All fees are quoted in U.S. dollars. Our invoices are due within 30 days of receipt. A service charge will be applied monthly to all accounts not paid in the amount of one and one-half percent (1.5%) of the outstanding amount.

Should the El Paso EDOs cancel the work at any point after official engagement prior to delivery of the final report, the El Paso EDOs agree to pay Newmark for our time and materials expended up to the point of cancellation notification at our Standard Consulting Rates.

*Newmark consulting rates on the following page.*



Newmark's 2024 Consulting Rates are as follows:

Position	Hourly Rate
Vice Chairman	\$570
Executive Managing Director	\$510
Senior Managing Director	\$430
Managing Director	\$350
Regional Manager	\$330
Director	\$275
Associates	\$220

#### Other Business Terms:

Please see the following pages for our standard Consulting Agreement. Note that all pages in this proposal shall be deemed to be Exhibit "A" to our proposed Agreement.

Any further action of this scope is subject to mutual approval and signature of the Consulting Agreement. No work will commence on the Scope of Work until written authorization by all parties has been finalized and executed.

### Authorization

Thank you for the opportunity to present our proposal to The County and City of El Paso. We are confident in our ability to deliver a seamless and integrated approach that will deliver the highest value to your community and its residents. We will act as your trusted advisor through each stage of our engagement.

Accepted by:

Client: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Consultant: Newmark and Company Real Estate, Inc.

Signed: \_\_\_\_\_

Name: Robert Hess

Title: Vice Chairman, Global Strategy

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



# Team Bios





# Kim L. Moore

*CEcD, EDFP, MEDP*  
*Executive Managing Director*  
t 940-390-2670  
kim.moore@nrmk.com

## YEARS OF EXPERIENCE

27

## AREAS OF SPECIALTY

Incentive Negotiation

Compliance Management

Location Strategy

Economic Development  
Strategic Planning

Target Industry Analysis

Economic and Fiscal Impact  
Analysis

Business Development

Kim L. Moore joined Newmark in 2014 as a part of the firm's Global Strategy and Consulting Team, a practice within the firm's Global Corporate Services (GCS). Kim leads the Economic Incentives Advisory and the Economic Development Consulting Services practices. With a diverse background in economic development, incentive negotiation, site selection and strategic planning, Kim leads marketing efforts and strategic planning for both the private and public sectors. Kim is based in Dallas.

Kim has managed multiple projects securing almost 14.7M SF of new and redeveloped space, increasing the tax base with committed investments of more than \$10.5 billion, creating over 28,800 new jobs and negotiating over \$10.6 billion in incentives.

Kim has developed economic development strategic plans, target industry studies and labor surveys for communities, counties and utilities in many U.S. States as well as International Promotion Agencies in Canada and Guatemala. She is often a featured speaker/panelist at multiple economic development and site selection focused conferences.

## Partial Client HQ and Office Relocation List

- AllianceBernstein's global HQ
- AT&T's global HQ
- Farmer Bros. Co.'s HQ including manufacturing and distribution
- MoneyGram International's global HQ
- Santander Consumer USA's HQ and customer contact center
- Corpus Christi (CCREDC) Economic Development Strategy & Target Industry Study
- Cleco Corporate Holdings LLC Economic Development Strategy

## Professional Achievements

- Finalist in the GlobeSt. Elite Women of Influence in CRE, Consulting category, 2019
- Two (2) Forty Under 40 Awards, Dallas Business Journal and DCI / IEDC, 2013
- Three (3) Deals of the Year, Dallas Business Journal Best Real Estate, 2008

## Professional Affiliations

- Full Member, Site Selectors Guild, 2021-2024 (Associate Member, 2021)
- Certified Economic/Community Developer (CEcD), 2020
- Certified Economic Development Finance Professional (EDFP), 2008
- Certified Master Practitioner of Economic Development, 2020
- Member, International Economic Development Council (IEDC), since 2001

## Education

Kim graduated from the University of North Texas with a Bachelor of Business Administration degree majoring in Marketing. She also graduated from the Economic Development Institute sponsored by the University of Oklahoma. Kim completed the Advanced Economic Development Leadership Master Practitioner (MEDP) certification sponsored by the University of New Mexico, Clemson University, Texas Christian University, and the University of Southern Mississippi.





# Erin Schwartz, CPA

*Managing Director*

t 630-345-0039

erin.schwartz@nmrk.com

## YEARS OF EXPERIENCE

# 5

## AREAS OF SPECIALTY

Statutory Tax Credit Analysis

Financial Modeling

Compliance Management

Project Management

Incentive Negotiation

Erin L. Schwartz joined Newmark in 2024 as a Managing Director with the firm's Economic Incentive Advisory Team, a practice within the firm's Global Corporate Services (GCS). In her role, Erin assists clients in making optimal business decisions related to their new location, expansion, and/or consolidation initiatives by providing financial modeling, feasibility analyses, incentive negotiation, and tax credit consulting. Erin has over 5 years of experience providing tax credit and incentive services to major U.S. clients in the life science, manufacturing/distribution, automotive, and finance industries. Collectively, she has provided support on projects resulting in over \$520 million in investments, 2,750 jobs, and \$150 million in total benefits secured for her clients.

Prior to joining Newmark, Erin was a Consultant at BDO USA PC, a public accounting firm.

## Partial Client List

- Catalent
- Aphenia Pharmaceuticals
- Vericel Corporation
- Eisler Capital
- Gibson Brands, Inc.
- Proximo Wine & Spirits
- Tacombi Holding NA, LLC
- CHG Flares

## Professional Affiliations

- Member, Institute of Professionals in Taxation
- Member, American Institute of Certified Public Accountants

## Education

Erin graduated from Loyola University Chicago with a Bachelor of Business Administration in Accounting and a Master of Science in Accounting. Erin has also completed the Institute for Professionals in Taxation Credits & Incentives School and is a Certified Public Accountant (CPA) in the state of Illinois.





# Perla Lopez

Director

t 972-370-6350  
perla.lopez@nrmk.com

## YEARS OF EXPERIENCE

# 10

## AREAS OF SPECIALTY

Compliance Management  
Project Management  
Incentive Negotiation  
Financial Modeling  
Data Analysis

Perla Lopez joined Newmark in 2024 as a Director with the firm's Economic Incentives Advisory Team, a practice within Global Corporate Services (GCS). Lopez guides clients toward making optimal real estate decisions related to their new location, expansion, and/or consolidation initiatives. She provides financial modeling, data analysis, incentives research, negotiation and renegotiation of incentive agreements, and compliance services. Lopez is based in Dallas, Texas.

Lopez has over ten years of experience providing research and incentive services to U.S. and international clients across a wide range of industries. Prior to joining Newmark, Lopez held positions at JLL and Mohr Partners, where she served as Senior Research Manager and Senior Compliance Manager, respectively, spearheading their Research teams. In these roles, she led analysis and reporting on local and regional economies, supporting business development efforts across office, industrial and retail brokerage teams. In addition, Lopez oversaw the application and compliance process for economic incentives projects within Mohr Partners' growing Economic Incentives Practice.

As Compliance Manager for Amazon's Economic Development team in Seattle, Lopez managed a multi-billion-dollar economic incentives portfolio and was instrumental in securing millions in annual incentive benefits for the company. Her strategic efforts significantly contributed to the success of projects in 12 states throughout the Southeastern U.S. region. Lopez was involved in every stage of project development, from inception to compliance. Her duties encompassed contract assessment, risk mitigation, and the implementation of standardized compliance mechanisms and processes. Leading cross-functional projects, Lopez streamlined operating procedures, calculated estimated benefits, and responded to audit requests. Additionally, Lopez played a crucial role in agreement renegotiations, leveraging her extensive compliance experience to inform and enhance negotiation strategies and ensure optimal outcomes.

### Partial Client List

- |                 |                |                   |
|-----------------|----------------|-------------------|
| – Amazon        | – Regal Beloit | – Adecco          |
| – CH Robinson   | – Sodexo       | – Mentor Networks |
| – Curtis Wright | – Dawn Foods   |                   |

### Personal Affiliations

- Relief Society (Presidency 2019, 2020; Events Planning Committee 2022, 2023, 2024)
- Youth Empowerment & Mentorship, Young Women's Organization (Group Leader 2023)

### Education

Lopez graduated from the University of North Texas with a Bachelor of Applied Arts and Sciences, with a focus in Real Estate. She also acquired certification in Alternative Dispute Resolution from the same institution.



# Consulting Agreement



## CONSULTING AGREEMENT

This "Consulting Agreement" (this "Agreement") is entered into on \_\_\_\_\_, 202\_ (the "Effective Date"), by and between \_\_\_\_\_, a \_\_\_\_\_ ("Client"), and Newmark & Company Real Estate, Inc., a New York corporation doing business as Newmark ("Newmark"), through its Global Corporate Services division, and shall confirm the terms and conditions of Client's retention of Newmark to provide the consulting services hereinafter described and defined. Accordingly, Client and Newmark (each, individually, a "Party" and, jointly, the "Parties") hereby agree as follows:

### **1. Term and Termination**

**1.1.** The term of this Agreement (the "Term") shall commence on the Effective Date and shall conclude upon completion of the Services, or the earlier termination of this Agreement in accordance with the terms and conditions contained herein.

**1.2.** Either Party may terminate this Agreement for cause, effective immediately upon delivery of written notice to the other Party. As used herein, "cause" shall mean and refer to:

- A.** The failure by the other Party to perform or comply with any of its material obligations hereunder at the time or times and in the manner required under this Agreement (other than due to a Force Majeure event as set forth in Section 12.4 herein) without curing such failure within thirty (30) days of receipt by the non performing Party of notice of such failure; or
- B.** The other Party's gross negligence in the performance of its obligations under this Agreement; or
- C.** The other Party's intentional or willful default under this Agreement; or
- D.** If the other Party shall file any petition or answer seeking any reorganization, arrangement, composition, liquidation, dissolution or similar relief for itself under the present or any future law relative to insolvency or other relief for debtors, or under any regulation promulgated thereunder; or
- E.** If a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the other Party seeking any reorganization, arrangement, composition, liquidation, dissolution or similar relief under the present or any future law relating to insolvency, or other relief for debtors, and such Party shall acquiesce in the entry of such order, judgment or decree or such order, judgment or decree shall remain un-vacated and un-stayed for an aggregate of sixty (60) days from the date of entry thereof, or any trustee, receiver, conservator or liquidator of such Party or of all or any substantial part of such Party's property shall be appointed without the consent or acquiescence of such Party and such appointment shall remain un-vacated and un-stayed for an aggregate of sixty (60) days; or



- F. If the other Party shall become insolvent or admit in writing its inability to pay its debts as they mature or is generally not paying its debts as they mature or makes an assignment for the benefit of creditors.

1.3. In the event the Services are suspended by Client for more than sixty (60) days, Newmark may terminate this Agreement by giving seven (7) days' written notice to Client and Newmark shall be paid all sums due on a time and materials basis, or as otherwise stated in Exhibit A hereto, prior to such termination.

1.4. The expiration of the Term or any earlier termination of this Agreement shall not affect the rights or obligations of either Party with respect to liability or claims accrued, or arising out of events occurring, prior to the date of expiration or termination, all of which shall survive such expiration or termination.

## **2. The Services**

2.1. Newmark shall provide the consulting services (the "Services") specified and described in Exhibit A hereto (the "Scope of Services"). Newmark may hire subcontractors, who shall report directly to Newmark, to carry out certain aspects of the Services. Newmark shall obtain Client's prior approval before utilizing any subcontractor, which approval shall not be unreasonably withheld, delayed, or conditioned; provided, however, that no such consent shall be required if the subcontractor is an entity that controls, is controlled by, or is under common control with, Newmark (each, a "Newmark Affiliate"). At Client's request, Newmark shall meet with Client and provide Client with periodic status reports regarding the Services. Nothing in this Agreement or the Scope of Services is intended, or shall be construed or enforced, to constitute an exclusive relationship between Client and Newmark, to preclude Client from seeking similar or identical consulting services from any other party, or to preclude Newmark from providing similar or identical consulting services to any other party.

2.2. The Services shall be provided solely for the benefit of Client and, unless Newmark has first consented thereto in writing (which consent may be granted or withheld in Newmark's sole and absolute discretion), no tangible or intangible product of the Services shall be provided to or relied upon by any third party or used in connection with any financing or securities offering.

3. **Fees.** In consideration of Newmark's performance of the Services, Client shall pay to Newmark the fees specified in the Scope of Services, in the manner and upon all terms contained in the Scope of Services and this Agreement.

## **4. Newmark's Personnel**

4.1. Newmark and its personnel shall have the necessary knowledge, skills, experience, qualifications, and ability to provide and perform the Services.

4.2. Newmark's relationship to Client in the performance of the Services is that of an independent contractor. Newmark shall pay all wages, salaries and/or other amounts due its employees or independent contractors in connection with Services and shall be responsible for all reports and obligations relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters, to the extent applicable. Newmark shall cover or insure all its employees and independent contractors performing the Services, in compliance with applicable laws relating to worker's compensation and/or employer's liability insurance.



4.3. Client shall not participate in any decisions as to compensation, hours or other working conditions of Newmark employees. If requested by Client, however, Newmark shall replace any Newmark employee whom Client reasonably believes may be engaged in improper conduct, is in the reasonable opinion of Client unqualified to perform assigned duties or has violated any material, established, generally applicable procedure regarding Client security or confidentiality (provided Newmark has received written copies thereof and any changes thereto in advance), provided that Newmark shall not be required to take any action that violates legal requirements. In the event any such employee is involved in illegal or unethical conduct, Newmark shall reassign such employee immediately upon Client's request.

4.4. Newmark agrees that, in conformity with applicable law and regulations, it shall not discriminate against qualified individuals based on their status as protected veterans or individuals with disabilities. Newmark further agrees that it will not discriminate against individuals based on their race, color, religion, sex, or national origin. Newmark and any sub-contractors shall take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

## **5. Confidential Information**

5.1. Confidential Information may be marked, orally identified as confidential (and subsequently confirmed in writing) or exchanged under circumstances in which it is reasonable to presume it is confidential, including but not limited to, software (in object and source code form) trade secrets and related documentation, and any technical information. Each Party will protect and will cause its employees, subcontractors, agents, consultants and other representatives to protect the confidentiality of all Information received from the other Party with the same degree of care as it uses to protect its own Information, but in no event with less than a reasonable degree of care. Newmark shall be permitted to disclose any Information to third parties to the extent that such disclosure is required to perform the Services. Such Information shall not be deemed confidential, however, if it is (A) already known to the receiving Party, free of restriction when disclosed; (B) becomes publicly available through no wrongful act or breach of this Agreement; (C) rightfully received from a third party without restriction; (D) independently developed by without use of or reference to Information; (E) required to be disclosed by applicable law, regulation, or order of a court of competent jurisdiction; or (F) necessary in the defense of any claim or litigation arising hereunder. Upon expiration or earlier termination hereunder, and upon written demand by the other Party, each Party shall provide the other Party with its Confidential Information in its possession; provided, however, that neither Party shall be obligated to delete any Confidential Information material maintained in its normal back up media, including but not limited to such Confidential Information that is contained in an archived computer system backup that was made in accordance with its security and/or disaster recovery procedures.

5.2. Notwithstanding the foregoing, Newmark may disclose the contents of this Agreement in connection with the payment or collection of its fee and either Party may disclose information to prospective lenders and their respective attorneys, accountants, or other financial advisors in connection with performing their obligations hereunder.

5.3. Notwithstanding the foregoing, Client consents to the retention and use by Newmark and its affiliates of information and data that Client communicates from time to time.



5.4. The confidentiality obligations of each Party under this Agreement will survive any expiration or termination of this Agreement for a period of one (1) year.

6. **No Agency Relationship Created.** Under no circumstances shall Newmark be deemed to be an agent of Client for the purposes of this Agreement. Newmark's duties shall be limited to the terms hereof. Newmark shall not represent itself as authorized to enter into any contract or agreement on behalf of Client.

7. **Indemnification**

7.1. Newmark shall defend, indemnify, and hold Client harmless from and against any and all liabilities, claims, lawsuits, judgments, damages, costs and expenses, including reasonable attorneys' fees and disbursements, asserted or incurred by any third party and arising out of or resulting from (A) any material breach of this Agreement by Newmark, (B) the gross negligence or willful misconduct of Newmark, or (C) any act of Newmark that is outside the scope of, or is not incident to, the Services.

7.2. Client shall defend, indemnify, and hold Newmark and the Newmark Affiliates harmless from and against any and all liabilities, claims, lawsuits, judgments, damages, costs and expenses, including reasonable attorneys' fees and disbursements, asserted or incurred by any third party and arising out of or resulting from (A) any material breach of this Agreement by Client, (B) the gross negligence or willful misconduct of Client, or (C) any act of Newmark that is within the scope of, or is incident to, the Services, or is under any other express direction provided by Client, and is performed in accordance with this Agreement or such other express direction.

7.3. In the event of a claim or suit to which the foregoing indemnification provisions apply, the indemnified Party shall: (A) give the indemnifying Party prompt written notice of any such claim; (B) permit the indemnifying Party to defend any such claim with counsel of its own choosing, reasonably acceptable to the indemnified Party; (C) cooperate with the reasonable requests of the indemnifying Party in the defense of any such claim; and (D) not settle any such claim without the indemnifying Party's consent, which consent shall not be unreasonably withheld, conditioned or delayed.

7.4. Nothing contained in this Paragraph 7 shall relieve either Party from responsibility for its own sole and active negligence, its own gross negligence, or its own intentional misconduct.

8. **Newmark's Insurance.** Throughout the Term, Newmark shall arrange for, carry, and maintain at their own expense the following insurance coverages:

8.1. Workers' Compensation, so as to provide statutory benefits as required by the laws of each state in which the Services are being provided, and Employer's Liability insurance with limits of liability of no less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit covering all employees of Newmark engaged in the performance of the Services.

8.2. Fidelity insurance with a limit of liability of not less than \$1,000,000 per Loss, to insure against loss of assets caused by the dishonest conduct of Newmark and any of its employees.

8.3. Professional Liability insurance with a limit of liability of not less than \$1,000,000 each claim and \$1,000,000 aggregate.



**8.4.** Commercial General Liability insurance providing coverage against damages due to bodily injury (including death), property damage and personal and advertising injury arising in connection with the Services provided under this Agreement and any action or activity on, or condition of, any of Client's real property at which Services are performed. Such insurance shall: (i) be occurrence-based; (ii) provide limits of liability in an amount not less than \$1,000,000 each occurrence and \$1,000,000 aggregate (including excess and/or umbrella limits), and (iii) include at least those coverages generally included in the most current ISO Commercial General Liability insurance policy form (or its equivalent).

**8.5.** Commercial automobile liability for owned and hired motor vehicles in an amount of \$1,000,000 combined single limit.

**9. Limitation of Liability**

**9.1.** Newmark's advice and recommendations are advisory only and Newmark assumes no liability for any adverse impact on Client.

**9.2.** Except with regard to the Parties' respective obligations under Section 7 of this Agreement, the liability of either Party to the other Party, or to any person or entity claiming under, by or through such other Party, arising out of this Agreement shall be limited to direct damages, and in no event will either Party be liable for any loss of or damage to revenues, profits, goodwill or other special, incidental, exemplary, punitive, indirect, or consequential damages of any kind, even if such Party has been advised of the possibility of such damages.

**9.3.** As used in this Agreement, "Newmark" means only Newmark & Company Real Estate, Inc. No principal, manager, member, officer, director, employee, or partner (general or limited) of Newmark or any Newmark Affiliate shall have any personal liability under any provision of this Agreement. If Newmark or any Newmark Affiliate involved in performance of the Services defaults in the performance of any of its obligations under this Agreement or otherwise, Client shall look solely to the assets of Newmark or such Newmark Affiliate, and not to the assets, interest, or rights of any principal, manager, member, officer, director, employee, or partner (general or limited) of Newmark or such Newmark Affiliate, for satisfaction of Client's remedies.

**9.4.** The total liability under this Agreement of Newmark and any Newmark Affiliate involved in performance of the Services to Client or to any person or entity claiming under, by or through Client, regardless of the other nature of the claim made by Client or such person or entity, shall not exceed the total of the fees actually paid to Newmark in connection with the Services that gave rise to such liability.

**9.5.** All claims hereunder must be brought within one (1) year of the date of the first occurrence of the event giving rise to such claim.

**10. Representations and Warranties**

**10.1.** Newmark represents and warrants that the Services will be performed in compliance with applicable laws and regulations, and in a professional and workmanlike manner.



**10.2.** Newmark makes no express or implied representations or warranties with respect to the Services and guarantees no particular outcome or result. Newmark does not provide legal advice and does not represent or guarantee that any particular course of conduct, strategy, or action suggested by it conforms to any applicable law or regulation. Client acknowledges that the work product provided by other consultants and service providers will be the responsibility of such persons and Newmark does not warrant or guarantee, or have any liability with respect to, their performance or work product.

**10.3.** Newmark shall not be responsible for detecting or dealing with any pre-existing or existing conditions of any real property connected to the Services that may adversely affect the operations, maintenance, value, desirability, or use of such property by Client or the health or safety of persons at such property. Client acknowledges that Newmark is not an environmental expert or consultant with respect to any environmental conditions or issues pertaining to any such property, and Newmark shall not be responsible for detecting, handling, removing, remediating or otherwise determining how to deal with any pre-existing or existing conditions or hazardous materials located at any such property, nor shall Newmark in any way be responsible for the storage, transportation, disposal, abatement, cleanup or removal of, or other dealings with, hazardous materials at any such property.

**11. Intellectual Property.** In the event the Services involve the use of any software owned by or licensed to Newmark (the "Software") and/or Client's access to Newmark's database(s) or computer system (the "System"), the same shall be governed by and subject to the following provisions:

**11.1.** As a condition to accessing the System, Client acknowledges that (A) the System is provided via a third party, and (B) it has sufficient technology for remote access to the System. Client shall ensure that it and all persons who receive access to the System use it solely for the purpose described in Exhibit A. Client shall fully comply with all of Newmark's agreements, requirements and restrictions relating to the use of, and access to, the System, including but not limited to the "Access Terms" contained in the attached Exhibit B, which is incorporated herein by this reference.

**11.2.** Client acknowledges that Newmark owns or holds a certain license to use and sublicense various preexisting documentation, processes, development tools, routines, subroutines, graphics and other programs, data and materials ("Background Technology") that Newmark may include in the Services. Newmark retains all right, title and interest including all copyright, patent rights and trade secrets rights in the Background Technology. Subject to full payment of the fees due under this Agreement, Newmark grants Client a limited, non-exclusive, non-transferable, revocable, end-user license to use the Background Technology in the Services developed for Client under this Agreement, however, Client shall make no other use of the Background Technology. Client shall indemnify, defend and hold Newmark and the Newmark Affiliates harmless from and against any and all claims, costs, demands, losses, liens, debts, expenses, liability or damages (including, without limitation, reasonable legal fees and expenses) in any way relating to, arising out of or concerning the use of any Background Technology or the use of the System.

**11.3.** All methodologies, systems, procedures, management tools, workshops, Software, concepts, ideas, inventions, know-how and other intellectual capital that Newmark has developed, created or acquired prior to performing Services under this



Agreement, or develops, creates or acquires during the term of this Agreement or thereafter ("Newmark's Intellectual Capital") are and shall remain the sole and exclusive proprietary property of Newmark, and Client shall not have or acquire any right, claim, title or interest in or to any of Newmark's Intellectual Capital. Furthermore, Client shall receive no ownership of or right to any of Newmark's working papers or manuals, such as administrative and quality assurance documentation or internal correspondence. Performance of the Services by Newmark shall not be deemed to be a prohibition of, or interfere in any manner with, Newmark's provision of similar services to third parties, provided that Newmark in so doing does not use or disclose any confidential information of Client.

**11.4.** To the maximum extent permitted by applicable law, Newmark disclaims all warranties (express or implied), guaranties, conditions, covenants and representations relating to the services or the system. without limiting the generality of the foregoing, Newmark cannot and does not guaranty or warrant that the Software or System will be free from viruses, worms, Trojan horses, spyware, adware, or other code that manifest contaminating or destructive properties.

## **12. Miscellaneous Provisions**

**12.1.** Client represents and warrants to Newmark that it has the full authority to enter into this Agreement and that the individual executing this Agreement on Client's behalf is authorized to act on behalf of Client and to bind Client to the terms and conditions hereof.

**12.2.** In the event any provision of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the Parties with the same effect as though the void or unenforceable part had been severed and deleted.

**12.3.** Any notices to be given hereunder by either Party to the other may be effected (i) by personal delivery in writing, (ii) by registered or certified mail, return receipt requested, postage prepaid; (iii) by electronic mail; or (iv) by reputable overnight express delivery service (e.g., UPS or Federal Express) to the persons listed below at the addresses shown. Mailed notices shall be addressed to the Parties at the following addresses:

If to Client: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
e-mail: \_\_\_\_\_

If to Newmark:       Newmark  
Global Corporate Services  
Attn: \_\_\_\_\_  
125 Park Avenue  
New York, NY 10017  
e-mail: \_\_\_\_\_

And to:

Newmark



Attn: Legal Department  
18401 Von Karman Avenue, Suite 150  
Irvine, California 92612  
e-mail: legaldept@ngkf.com

Either Party may change the address by written notice in accordance with this Paragraph 12.3. Notice delivered personally will be deemed communicated as of actual receipt; mailed notice will be deemed delivered as of actual receipt; electronic mail will be deemed delivered when sent with confirmation and without any indication of non-delivery to the addressee; overnight express delivery service will be deemed delivered as of one (1) business day after sending.

**12.4.** No delay or failure in performance by Newmark shall constitute a breach or default under this Agreement if and to the extent that the delay or failure is caused by a Force Majeure event. If the Services are delayed by reason of a Force Majeure event, Newmark shall notify Client. Once the Force Majeure event ends or ceases to substantially interfere with performance of the Services, Newmark shall resume performance of the Services as soon as practicable. In the event of any such excused delay, the time for performance of the Services (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. As used herein, "Force Majeure" means any event beyond Newmark's control and which Newmark is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargos, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions or regulations, unavailability or shortages of materials, national emergency, plague, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis, quarantine and any related social, employment or travel restrictions, or other employee restrictions, war, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. In the event the Force Majeure event continues for longer than one hundred eighty (180) days, Newmark may terminate the Agreement upon thirty (30) days' written notice, without liability to Client by reason of such termination.

**12.5.** Client hereby authorizes Newmark to identify Client as Newmark's client on Newmark's website, in promotional and advertising materials, press releases, solicitations of other clients, and similar verbal, written, and electronic (including video) materials. Such identification of Client may include the use of Client's logo, and any trademarked, registered, or copyrighted identifiers of Client.

**12.6.** In the event there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Scope of Services, the terms and conditions of this Agreement shall prevail and govern.

**12.7.** This Agreement (A) contains the entire understanding of the Parties with respect to the subject matter hereof; (B) may not be changed or modified orally but only by written instrument signed by the Parties; (C) shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties; (D) shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements made and to be performed entirely within that state, without regard to conflicts of laws principles, and shall be resolved in a court proceeding within the State of New York; and (E) shall not be strictly construed against or for Client or Newmark,



both Parties agreeing that they have participated fully and equally in the preparation of this Agreement.

**12.8.** In the event any litigation is brought with respect to any dispute between the Parties arising out of this Agreement, the non-prevailing Party in such litigation shall reimburse the prevailing Party for all of its out-of-pocket costs incurred, including reasonable attorneys' fees and disbursements, in connection with such litigation and the costs of collection of any settlement or judgment thereon.

**12.9.** If there is a failure to make any payment to Newmark at the time required herein, the delinquent sum(s) shall bear interest at the rate of twelve percent (12%) per year or the maximum rate permitted by law, whichever is lower.

**12.10.** Client shall at all times during the Term act in a timely and judicious manner with respect to matters important to the progress of the Services. In the event there is any delay not caused by Newmark that causes the Services to be suspended for more than thirty (30) days and the Services are subsequently resumed by Newmark, Client shall reimburse Newmark for any consequential additional costs of performance.

**12.11.** During the Term hereof and for a period of one (1) year after the expiration or earlier termination of this Agreement, Client and any organization directly or indirectly controlled by Client shall not, under any circumstances, directly or indirectly approach, pursue, engage, or solicit for employment any employee or independent contractor of Newmark or any Newmark Affiliate during the term of such employee's employment by or such independent contractor's association with Newmark or any Newmark Affiliate. This Paragraph 12.11 shall not apply to individuals responding to a general employment advertisement. The provisions of this Paragraph 12.11 shall survive the expiration of the Term or the termination of this Agreement.

**12.12.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single, original agreement signed by both Parties. To facilitate execution of this Agreement by the Parties, facsimile, electronic, and .pdf signatures shall have the same validity and effect as original signatures.

**12.13.** Each Party represents and warrants to the other that neither it, nor any of its owners (including shareholders, partners and members, as applicable), are on the OFAC SDN list. Each Party shall comply with the export control laws of the United States which may include the United States Export Administration Regulations, the Trading With the Enemy Act, the International Emergency Economic Powers Act, the Arms Export Control Act and regulations promulgated by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") as amended from time to time (collectively, the "Export Control Laws"). If and to the extent that Client decides that such Services shall be outsourced to Newmark in any such prohibited country or countries, Newmark shall not be obligated to perform any such Services. Client agrees that all actions taken by it in furtherance of fulfillment of this Agreement shall be in compliance with applicable Export Control Laws. Client agrees not to export or license any of Newmark's technology or software products to any parties located in Iran, Iraq, Libya, Syria, Sudan, or Yemen or any other countries prohibited under United States embargoes or sanctions programs maintained by the OFAC or otherwise prohibited under the Export Control Laws.



**12.14.** By acceptance of this Agreement, each Party agrees to strictly abide by the Foreign Corrupt Practices Act ("FCPA") which forbids certain payments and other practices in connection with the overseas business activities of U.S. companies. These include anti-bribery provisions (corruptly giving money or authorizing the giving of money or other things of value to a foreign government official, an official of a foreign political party, a candidate for foreign political office, or a foreign political party) for the purpose of influencing any act or decision of such official in his/her official capacity, influencing such official "to do or omit to do" any act in violation of his/her or its lawful duties, or inducing such official to use his/her influence with a foreign government or instrumentality thereof to affect or influence any government action or decision which would assist the donor in obtaining business or directing business to any person or entity. As the FCPA carries criminal and monetary penalties and are investigated and prosecuted by the U.S. Government, each Party agrees to take all reasonable steps to ensure compliance.

**IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

[Legal Company Name],

Newmark & Company Real Estate, Inc.,

a [Jurisdiction] [Entity Form]

a New York corporation

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_



## **EXHIBIT A**

### **Scope of Services and Fees**

See the attached document, which is attached solely for the purpose of defining the Scope of Work and the Fees, and shall not supplement, supplant, or otherwise amend the provisions of this Agreement.

DRAFT



## EXHIBIT B

### Access Terms

You agree to comply with these terms and conditions (the "Access Terms") as well as such other restrictions or limitations as may be specified by the Sources from time to time with respect to the Source Products (as defined below). As used herein, "Source(s)" means, collectively, direct and indirect third party or affiliated licensors, vendors, service providers, subcontractors and sources of (i) any of the Services, or any part thereof, or (ii) any system, software, products, services, materials, content, data, applications or hardware accessible through or using the Services (the "Source Products"). "Services" means, collectively, any and all electronic systems, software, capabilities, content and services, including the Source Products, access to which or use of which were, are or will be provided or made available to you, whether provided directly to you or through Provider or any third party. "Provider" means Newmark & Company Real Estate, Inc., a New York corporation doing business as Newmark, or any of its affiliate(s) designated by Provider from time to time; "affiliate" means any entity existing from time to time which directly or indirectly controls, is controlled by, or is under common control with Provider; "you" means, collectively, the entity agreeing to these Access terms and its Representatives; "Representatives" means any and all of your partners, officers, directors, agents, employees, users and any other persons or entities which are authorized to act on your behalf; and "including" means "including without limitation."

You may only use the Services in the United States solely for the internal purposes and benefit of the entity agreeing to these Access Terms in connection with its management of its commercial real estate portfolio and in accordance with these Access Terms. You shall not, directly or indirectly: (i) sell, rent, sublicense, publish, display, loan, distribute or lease the Services or use the Services to provide a timeshare, service bureau, application service provider or similar services; (ii) transfer to any other person or entity any of your rights to use the Services except as expressly permitted hereunder; (iii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Services or create derivative works from any of the Services; (iv) use the Source Products in any way other than integrated with the Services; or (v) use the Services in any manner not authorized by these Access Terms. You have no other license or any other right to the Services other than as expressly provided herein. You shall notify Provider immediately in writing in the event you learn about a possible or actual unauthorized access to or use of the Services. Provider, its affiliates and the Sources shall have the right, upon reasonable advance notice, to obtain access to your premises, systems, records and other information as may be necessary for the purpose of auditing the records and practices related to access to and/or use of the Services or access to and/or use of any system, software, content or data in connection with or accessible through the Services.

Provider, its affiliates and their respective Sources own and retain all right, title and interest in and to the Services and the respective intellectual property and other proprietary rights embodied, contained or integrated into the Services. You shall not acquire any right, title or interest in or to the Services or any intellectual property rights contained therein. You acknowledge and agree that all aspects of the Services (as currently existing and as may be hereafter modified, regardless of whether you



contributed to such modifications) are commercially valuable proprietary products and trade secrets of Provider, its affiliates and/or the Sources, as applicable, which, except to the extent expressly permitted in writing and signed by Provider on a case by case basis, may not be, directly or indirectly, used or accessed by or disclosed to: (i) anyone who is not employed or retained by you or (ii) any third party.

Provider shall have the right to use and disclose: (i) any content or data provided by you, collected by Provider or generated through the Services to the extent necessary for Provider to make the Services available and/or pursuant to applicable laws or requirements of the Sources and/or any government agency or instrumentality, regulator or self-regulatory organization; or (ii) any content and data provided by you, collected by Provider or generated through the Services, provided that such content and data is aggregated and/or anonymized.

You represent, warrant and covenant that you have all necessary rights, approvals, licenses and authorizations to use the Services and to provide all data, information and content you make available, provide, display or transmit in connection with or using the Services or that is made available to you using your unique identifiers, access codes, user names and/or passwords ("Passwords"). You are fully responsible for all data, information and content you introduce into the Services, including adequate protection and backup, and none of Provider, Source or their respective affiliates shall have any obligation or liability with respect thereto. You shall ensure that all of your Representatives comply with these Access Terms and you shall be fully responsible for your Representatives' acts and omissions.

You agree to comply with (i) all applicable local, state, national and foreign laws, rules and regulations in connection with your access to and/or use of the Services, including those related to data privacy, copyright, export control and the transmission of technical or personal data, and (ii) any additional requirements of Provider and any of the Sources as may be communicated from time to time. You acknowledge and agree that the Services, or a portion thereof, may be subject to the U.S. Export Administration Regulations and diversion, use or access contrary to U.S. law and regulation is prohibited.

Provider agrees to defend (at its expense) you and your affiliates against any claims by a third party directly and primarily arising from the Services that are proprietary to Provider as Provider makes them available to you and as you use in compliance with this Agreement, to the extent any such claim alleges that such Services infringe or misappropriate any intellectual property rights of such third party and, in respect of such claims, Provider shall pay the costs and damages finally awarded by a court against you in a non-appealable judgment or included in a settlement approved by Provider in writing signed by Provider, provided that: (i) you promptly provide notice to Provider of any claim against you and/or your affiliates alleging such infringement or misappropriation, (ii) Provider controls the defense and settlement of such claim, (iii) neither you nor your affiliates weaken, impede or otherwise interfere with Provider's defense or settlement, and you and they fully cooperate with Provider in connection with the defense and settlement, of such claim, (iv) you and your affiliates are in compliance with the terms and conditions of these Access Terms; and (v) once requested by Provider, you promptly cease all use of any infringing or allegedly-infringing part of the Services, and provide access to any of your computer systems that may require modification. Notwithstanding anything set forth in these Access



Terms, Provider shall have no obligation of defending or indemnification, and no liability, if the infringement or alleged infringement arises out of (a) any alteration, changes or modifications to the Services not made by Provider, (b) use of the Services in combination with anything not provided by Provider, (c) use of the Services contrary to any terms of this Agreement and/or any documentation of/for the Services provided by Provider from time to time, or (d) failure to use updated or modified versions of the Services provided by Provider.

PROVIDER, ITS AFFILIATES AND THE SOURCES HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, GUARANTIES, CONDITIONS, COVENANTS AND REPRESENTATIONS RELATING TO THE SERVICES, ANY PROPRIETARY OR THIRD PARTY TECHNOLOGY, HARDWARE, SYSTEM, SOFTWARE (INCLUDING OPEN SOURCE SOFTWARE), DATA, CONTENT OR SERVICES PROVIDER, ITS AFFILIATES AND/OR SOURCE(S) MAY USE TO PROVIDE THE SERVICES OR OTHER SERVICES TO YOU, INCLUDING MERCHANTABILITY, QUALITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, TIMELINESS, CURRENCY, ABSENCE OF VIRUSES OR DAMAGING OR DISABLING CODE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES THAT THE SERVICES OR ANY USE OF OR ACCESS TO ANY PORTION OF SUCH SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN SUCH SERVICES WILL BE CORRECTABLE OR CORRECTED. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, PROVIDER ALSO HAS NO DUTY OR OBLIGATION TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY INFORMATION DISPLAYED IN OR AVAILABLE THROUGH THE SERVICES. THE SERVICES ARE BEING PROVIDED "AS IS" AND YOU ASSUME THE ENTIRE RISK IN CONNECTION WITH ACCESS TO OR USE THEREOF.

YOU SHALL INDEMNIFY AND HOLD HARMLESS PROVIDER, ITS AFFILIATES AND THE SOURCE(S) AGAINST ANY AND ALL (COLLECTIVELY, "EXPENSES"), TO WHICH PROVIDER, ITS AFFILIATES OR THE APPLICABLE SOURCE(S) MAY BECOME SUBJECT INCLUDING REASONABLE LEGAL AND OTHER PROFESSIONAL FEES INCURRED IN INVESTIGATING, DEFENDING OR APPEALING PENDING OR THREATENED CLAIMS, ACTIONS, SUITS, PROCEEDINGS, ARBITRATIONS OR CAUSES OF ACTION (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO: (i) USE OF OR ACCESS TO THE SERVICES; (ii) ANY BREACH OF THESE ACCESS TERMS OR FAILURE TO CARRY OUT ANY REPRESENTATIONS, WARRANTIES, OBLIGATIONS OR RESPONSIBILITIES HEREUNDER; OR (iii) ANY INTRODUCTION OF VIRUS, WORM, TROJAN HORSE, MALICIOUS CODE, DISABLING CODE OR OTHER EXECUTABLES INTO THE SERVICES, IN EACH CASE, EXCEPT TO THE EXTENT A COURT OF APPLICABLE JURISDICTION FINDS IN A NON-APPEALABLE JUDGMENT THAT SUCH EXPENSES RESULTED DIRECTLY AND PRIMARILY FROM PROVIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. PROVIDER'S AGGREGATE LIABILITY (WHETHER ARISING UNDER CONTRACT, NEGLIGENCE, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE) TO YOU OR ANY THIRD PARTIES ARISING OUT OF OR OTHERWISE RELATING TO THE SERVICES SHALL NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO PROVIDER IN THE TWELVE (12) MONTHS PRECEDING A CLAIM, PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO THE EXTENT THAT SUCH LIABILITY RESULTED DIRECTLY AND PRIMARILY FROM PROVIDER'S WILLFUL MISCONDUCT. IN ANY EVENT, PROVIDER, ITS AFFILIATES AND THE SOURCES SHALL NOT HAVE ANY LIABILITY



(WHETHER ARISING UNDER CONTRACT, NEGLIGENCE, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE) TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFIT, BUSINESS, REVENUE OR OPPORTUNITY (IN EACH CASE, WHETHER DIRECT OR INDIRECT), OR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

These Access Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law principles thereof, and any action brought in relation to these Access Terms shall be brought in a Federal or State court in New York County, New York State. You and Provider hereby irrevocably consent to the jurisdiction of such courts, and both parties hereby waive any claim or defense that such forum is not convenient or proper and to any right to trial by jury with respect to any dispute, suit, action or proceeding arising out of or relating to these Access Terms. These Access Terms may not be modified or altered by you and no provision of these Access Terms may be waived except by a written instrument executed by Provider. In the event of any conflict between these Access Terms and any other terms, conditions or agreement, these Access Terms shall govern and control with respect to the subject matter thereof. The terms of these Access Terms shall survive in perpetuity.

[End of Access Terms]





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 25-212, Version: 2**

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

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

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

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

##### **All Districts**

Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766

#### **AGENDA LANGUAGE:**

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

Discussion and action to approve a Resolution that the 2025 Public Art Plan be adopted and that the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Plan as described in Exhibit "A" of the Resolution.



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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**



**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**


**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:** 

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



## RESOLUTION

**WHEREAS**, under the provisions of the City Code Chapter 2.40 (Department of Museums and Cultural Affairs) Section 2.40.70 (Art in Municipal Places) and Section 2.40.80 (Administration of the Public Art Program and Establishment of the Public Art Committee) the City of El Paso provided for art in municipal places, established a means of funding acquisition or commissioning of art for municipal places and established that the Public Art committee and the Museums and Cultural Affairs Advisory Board shall submit an annual Public Art Plan to the City Council; and

**WHEREAS**, the 2025 Public Art Plan (the "Plan") attached hereto as Exhibit "A" was approved by the Public Art Committee ("PAC") and the Museums and Cultural Affairs Advisory Board ("MCAAB"); and

**WHEREAS**, the City Council may accept or reject any portion of this Plan; and

**WHEREAS**, the City Council, having taken into consideration the recommendation of the PAC and MCAAB, determines that the Plan is reasonable and appropriately adopted and that said Plan serves the public purpose of enhancing the quality of life of the citizens of El Paso through the development of fine arts and cultural properties and by encouraging the integration of art in the architecture of municipal structures.

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

1. That the 2025 Public Art Plan, attached hereto, be and is hereby officially adopted.
2. That the 2025 Plan includes current art projects in progress initiated in 2024 and new projects to be initiated in Fiscal Year 2025 and on, and describes the planned location, proposed budget, timetable, and artist selection process for each project, and contains updates on public art projects in progress.
3. That adoption of the Plan is fully funded through 2010, 2011, 2012, 2013, 2017, 2018, 2019 and 2020 Certificates of Obligation; the 2012 Infrastructure and Quality of Life Bonds; and the 2019 Public Safety Bonds.
4. That the City Manager, or designee, is authorized to enter into contracts and amendments to contracts to carry out the Plan as described in Exhibit "A". If an artist identified in the Plan is unable or unwilling to finalize a contract with the City, then the City Manager is authorized to execute a contract and contract amendments with a new artist as selected by the Museum and Cultural Affairs Department approved by the Public Art Committee.
5. That the City Manager, or designee, is authorized to enter into Allied Artist Agreements which correspond to Public Art projects described in Exhibit "A" for totals not to individually exceed \$10,000.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.



**THE CITY OF EL PASO**

---


Renard U. Johnson  
Mayor

**ATTEST:**

---

Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Jesus A. Quintanilla  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Ben Fyffe, Managing Director  
Quality of Life

(Attachment “A” on the following page)



**Attachment “A”**  
**2025 Public Art Plan**



Exhibit "A" Public Art Plan 2025									
District	Project	Location	Selection Process	Artist	Appropriated Funds	Additional Allocations	Approved Budget	Timeline	Summary
New Projects									
7	All Abilities Playground	715 Lomita Dr.	Invitational Competition	TBD	\$200,000	\$0	\$200,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	EPIA Advanced Manufacturing District	El Paso International Airport	Invitational Competition	TBD	\$250,000	\$0	\$250,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	EPIA Iron Dustoff Bypass	El Paso International Airport	Invitational Competition	TBD	\$250,000	\$0	\$250,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
2	Modesto Gomez Central Flat Fields	4600 Edna Ave.	Invitational Competition	TBD	\$145,000	\$0	\$145,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
6	Mural Project in District 6	TBD	Invitational Competition	TBD	\$38,000	\$0	\$38,000	TBD	Artist to be commissioned to work with the community to design and install a mural public art project.
8	Mural Project in Kern Place	Median at N. Stanton St. & Winter Dr.	Invitational Competition	TBD	\$75,000	\$0	\$75,000	TBD	Artist to be commissioned to work with the community to design and install a mural public art project.
Public Art Projects in Progress									
8	Arts Festival Plaza Water Wall Improvements	1 Arts Festival Plaza	Direct Select	TBD	\$600,000	\$0	\$600,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
2	Chief Allen Memorial	Police Dept. Headquarters	Direct Select	Angela Mia	\$175,000	\$0	\$175,000	2025	Artist is currently designing the art piece which will be integrated into the project.
5	Eastside Regional Park - The Beast Phase 2 Roundabout Memorial	13501 Jason Crandall Dr.	Invitational Competition	TBD	\$245,000	\$0	\$245,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
5	Eastside Sports Complex	14380 Montwood Dr.	Invitational Competition	David Franklin	\$400,000	\$0	\$400,000	2025	Artist is currently designing the art piece which will be integrated into the project.
3	EPIA Cargo Wall Murals	El Paso International Airport	Invitational Competition	TBD	\$150,000	\$100,000 *	\$250,000	TBD	Artist to be commissioned to work with staff and the community to design and install a public art mural project.
3	EPIA George Perry / Constitution Roadway Extension	El Paso International Airport	Invitational Competition	TBD	\$150,000	\$100,000 *	\$250,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	EPIA Terminal Landscape Improvements	El Paso International Airport	Direct Select	Michael Stutz	\$500,000	\$0	\$500,000	2025	Artist is currently designing the art piece which will be integrated into the project.
5	Fire station 38	14301 Pebble Hills Blvd.	Direct Select	TBD	\$200,000	\$0	\$200,000	2025	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
3	New Central Regional Command	7024 Cielo Vista Dr.	Invitational Competition	TBD	\$350,000	\$0	\$350,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
8	Paso Del Norte (PDN) Roundabout	El Paso St. & Sixth Ave.	Invitational Competition	Ray King Studio	\$200,000	\$0	\$200,000	Feb-25	Artist is currently fabricating the art piece which will be integrated into the project.
4	Police & Fire Department Training Academy	Martin Luther King Jr. & Officer Andrew Barcena Dr.	Invitational Competition	TBD	\$800,000	\$0	\$800,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
4	Police Department Headquarters	Martin Luther King Jr. & Officer Andrew Barcena Dr.	Invitational Competition	TBD	\$1,250,000	\$0	\$1,250,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
All	2025-2035 Public Art Master Plan	Citywide	RFQ	VIA Partnership & Todd Bressi	\$150,000	\$0	\$150,000	2025	The Public Art Master Plan will be a 10 year plan that will include a vision for the program, strategies for accomplishing that vision, and implementation recommendations.
4	Railroad Reconstruction	Farah Dr. to Purple Heart Memorial Highway	Open Competition	Douwe Blumberg	\$200,000	\$120,000	\$320,000	TBD	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.



1	Resler Extension Project	Resler Dr. North of Transmountain Dr.	Invitational Competition	TBD	\$600,000	\$0	\$600,000	TBD	Artist to be commissioned to work with staff and the community to design, fabricate and install a public art project.
All	Site work for new projects and repairs for projects	Citywide	N/A	N/A	\$750,000	\$0	\$750,000	Continuous	Allocation for sitework lighting, foundations, and landscaping for new projects as needed. Artwork repairs by original artists.
All	Site/visitor amenities	Citywide	N/A	N/A	\$400,000	\$0	\$400,000	Continuous	Allocation for site amenities as needed.
8	Special Teams Consolidation (Fire Stations 1, 9, 11) P1	201 S. Florence St.	Invitational Competition	TBD	\$50,000	\$0	\$50,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design and install a public art project.
8	Special Teams Consolidation (Fire Stations 1, 9, 11) P2	201 S. Florence St.	Pre-Qualified Artist Pool	Brad Oldham Studios	\$250,000	\$0	\$250,000	TBD	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
All	Streetscape Projects	Citywide	Invitational Competition	TBD	\$250,000	\$0	\$250,000	Continuous	Artist to be selected to design streetscape elements on eligible street projects as identified in Public Art Streetscape Aesthetics Plan and the CID Street Infrastructure project list.
					Total allocations		\$8,948,000		

\* El Paso International Airport will allocate additional \$100,000 into this project.





Legislation Text

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File #: 25-248, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

El Paso Housing Finance Corporation, Elizabeth Moya, (915) 228-9336

**AGENDA LANGUAGE:**

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

Discussion and action on a Resolution authorizing the Mayor to Execute the Mayor's Certificate and the General Certificate of the City in Connection with the El Paso Housing Finance Corporation Single Family Mortgage Revenue Bonds, (Guaranteed Mortgage-Backed Securities Program Series 2025A).



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

**DEPARTMENT:** El Paso Housing Finance Corporation

**AGENDA DATE:** February 25, 2025

**CONTACT PERSON/PHONE:** Elizabeth Moya 915-228-9336

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:**

**SUBJECT:** Approve a resolution authorizing the Mayor to Execute the Mayor's Certificate and the General Certificate of the City in Connection with the El Paso Housing Finance Corporation Single Family Mortgage Revenue Bonds, (Guaranteed Mortgage-Backed Securities Program Series 2025A).

**BACKGROUND/DISCUSSION:**

The El Paso Housing Finance Corporation created by the City Council pursuant to Chapter 394 Texas Local Government Code has as its statutory mission to assist persons of low and moderate income in the City to acquire and own decent, safe, sanitary and affordable housing. One way the Corporation accomplishes that purpose is to issue bonds (tax-exempt) which will assist in the financing of such housing. The Corporation is about to issue up to \$28,000,000 in bonds for such purposes.

In order for the bonds to be issued as tax exempt bonds, federal tax law requires a public hearing and approval of the highest elected official of the City. The bonds when issued will be limited obligations of the El Paso Housing Finance Corporation. There is no cost to the City. The bonds will not be bonds of the City of El Paso, and no payments will ever be made by the City. The resolution provides for the approval of the Mayor as contemplated by federal tax law.

**PRIOR COUNCIL ACTION:**

City Council approved a similar program in the past.

**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?

No Cost to the City

N/A

**BOARD/COMMISSION ACTION:**

N/A



## RESOLUTION

**WHEREAS**, the El Paso Housing Finance Corporation (the "**Issuer**") was duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended, for the public purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe, sanitary housing for persons of low and moderate income at prices they can afford; and

**WHEREAS**, the Issuer has determined to issue its Single-Family Mortgage Revenue Bonds ("**Bonds**"), Guaranteed Mortgage-Backed Securities Program Series 2025A, in an amount not to exceed \$28,000,000 for the public purpose of providing additional funding to certain qualified low and moderate income residents of the City of El Paso, Texas (the "**City**") to afford the costs of decent, safe, and sanitary housing located within the City, and

**WHEREAS**, the Issuer has conducted and held a public hearing regarding issuance of the Bonds on December 18, 2024, at 10:00 a.m., pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986 ("**TEFRA hearing**"), as amended, after publishing proper notice at least 14 days in advance; and

**WHEREAS**, the Bonds shall not constitute a debt, liability, or obligation of the City, nor shall the City be responsible for their repayment but shall be payable solely from the revenues pledged by the Issuer; and

**WHEREAS**, the City approves and encourages the Issuer in its efforts to accomplish the issuance of the Bonds and, as part of such transaction is willing to provide its General Certificate, and for the Mayor of the City to provide his Certificate concerning the conduct of the Public Hearing on December 18, 2024, copies of which are both attached hereto as Exhibits to this Resolution and made a part hereof for all purposes; and

**WHEREAS**, the City Council of the City hereby authorizes the Mayor to execute both the said General Certificate of the City and the Mayor's Certificate, and deliver the same to the Issuer.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of El Paso, Texas, that:

1. The Preambles to this Resolution set forth above are incorporated herein and made part of this Resolution.

2. The Mayor of the City is hereby authorized to execute a General Certificate of the City and the Mayor's Certificate, in the form attached as Exhibits A and B, respectively, to this Resolution, and deliver same to the El Paso Housing Finance Corporation to be used in connection with the issuance of its Bonds.



Signed this \_\_\_\_ day of February 2025.

**ATTEST:**

**CITY OF EL PASO:**

---

Laura D. Prine  
City Clerk

---

Renard U. Johnson  
Mayor

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**



---

Norman J. Gordon,  
Attorney at Law



---

Karla M. Nieman  
City Attorney



**Exhibit A**

[Signature page to Resolution relating to  
El Paso Housing Finance Corporation  
Single Family Mortgage Revenue Bonds  
Series 2025A  
25-4328-TRAN-602042-OG-KN



## GENERAL CERTIFICATE OF CITY OF EL PASO

We, the undersigned, Mayor and City Clerk of the City of El Paso, Texas (the "City"), make this certification for the benefit of all persons interested in the issuance by the El Paso Housing Finance Corporation (the "Issuer") of its Single-Family Mortgage Revenue Bonds (Guaranteed Mortgage-Backed Securities Program Series 2025A) (the "Bonds"):

1. On \_\_\_\_\_, 2025, and at all times since, the following persons, each of whom resides within the City, have been duly appointed by the Governing Body of the City as members of the Board of Directors of the Issuer:

Jerry Romero  
Melanie Bailey  
Michael Bray  
Anthony Tomasheski  
Emma Acosta  
Beatrice Santana-Gaskins

2. The Governing Body has not created a "joint housing finance corporation" within the meaning of the Texas Housing Finance Corporations Act, as amended (the "Act").

3. The Governing Body has approved the Issuer's Articles of Incorporation and any amendments thereto.

4. The Governing Body has not amended the Issuer's Articles of Incorporation to change the structure, organization, programs or activities of the Issuer, nor has the Governing Body terminated the Issuer as set forth in Section 394.016(c) of the Act or otherwise, nor has the Governing Body taken any action to limit the effectiveness of the Resolution adopted by the Issuer authorizing the Bonds or to otherwise affect the Bond transaction.

5. The Attorney General of the State of Texas is hereby authorized to date this Certificate on and as of the date of his approval of the Bonds, and this Certificate and the matters herein certified shall be deemed for all purposes to be true, accurate and correct on and as of that date and on and as of the date of delivery of the Bonds, unless the City, through an authorized officer, shall notify the Attorney General and the Issuer in writing to the contrary prior to either of such dates.

(Signature Page Follows)



WITNESS OUR HANDS AND THE OFFICIAL SEAL OF THE CITY this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

Renard U. Johnson  
Mayor, City of El Paso, Texas

---

Laura D. Prine  
City Clerk, City of El Paso

(SEAL)

APPROVED AS TO FORM:

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

Norman J. Gordon, Issuer's Counsel



**Exhibit B**

[Signature page to Resolution relating to  
El Paso Housing Finance Corporation  
Single Family Mortgage Revenue Bonds  
Series 2025A  
25-4328-TRAN-602042-OG-KN



## APPROVAL CERTIFICATE

The undersigned Mayor of the City of El Paso, Texas (the "City"), certifies with respect to the El Paso Housing Finance Corporation Single Family Mortgage Revenue Bonds, (Guaranteed Mortgage-Backed Securities Program Series 2025A (the "Bonds")), that:

1. I am currently the Mayor of the City. Such office is the chief elected executive office of the City.
2. The Bonds will be issued for the public purpose of financing the Single Mortgage Revenue Bonds, for the purpose of assisting persons of low and moderate income to obtain mortgages for single family home ownership within the City of El Paso, El Paso County Texas., as well as to fund cost of issuance of the Bonds.
3. There has previously been conducted a public hearing, following reasonable public notice as referenced in the Certificate of Posting of Notice of Public Hearing attached to this certificate as **Exhibit A**, with respect to the issuance of the Bonds. The Minutes of Public Hearing relating to such hearing are attached to this certificate as **Exhibit B**.
4. Based upon the information contained in **Exhibit A** and **Exhibit B**, and for the sole purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and for no other purpose, I hereby approve the Bonds and the facilities to be financed with the proceeds of the Bonds and located within the City of El Paso, Texas, all as further described in the exhibits. This approval is not to be construed as (i) a representation or warranty by the City or the undersigned that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, or (ii) as a pledge of the faith and credit of or by the City.

*[The remainder of this page was left intentionally blank.]*



EXECUTED, this \_\_\_\_ day of \_\_\_\_\_, 2025.

---

Mayor, City of El Paso, Texas

Signature Page  
Mayor's Certificate  
El Paso Housing Finance Corporation  
Single Family Mortgage Revenue Bonds,  
(Guaranteed Mortgage-Backed Securities Program Series 2025A)



## CERTIFICATE OF HEARING OFFICER

I, the undersigned, acting as hearing officer (the "*Hearing Officer*"), do hereby make and execute this certificate for the benefit of all persons interested in the proposed issuance of one or more series of qualified mortgage revenue bonds by the El Paso Housing Finance Corporation in an aggregate principal amount not to exceed \$28,000,000 (the "*Bonds*") for the purpose of providing funds for mortgage loans to eligible low and moderate-income first-time homebuyers to finance the purchase of qualified one- to four-family owner-occupied residences (the "*Program*") located within the City of El Paso, Texas (the "*Program Area*").

I hereby certify as follows:

1. That I am the duly appointed Hearing Officer for the public hearing that was held on December 18, 2024, at 10:00 a.m. Mountain Standard Time telephonically whereby all interested persons could monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#), in connection with the issuance of the Bonds.

2. That notice of the public hearing was published no less than seven days before the date of the public hearing in a newspaper or newspapers of general circulation available to residents of the Program Area, as described in *Exhibit A* attached hereto; the notice included the date, time and place of the public hearing, a description of the Program, the Program Area and the maximum aggregate principal amount of the Bonds.

3. That all interested persons who attended the public hearing telephonically were given an opportunity to comment on the proposed issuance of the Bonds and the Program. The names and comments of all interested persons attending the public hearing, if any, are set forth in *Exhibit A* attached hereto.

4. That after giving all interested persons an opportunity to attend the hearing telephonically by dialing into the toll-free telephone conference line number noted above and comment, the public hearing was declared closed.

5. That a copy of the affidavit of publication of notice of public hearing is set forth in *Exhibit B* attached hereto.

[Remainder of Page Intentionally Left Blank]



WITNESS MY HAND this 18th day of December, 2024.

A handwritten signature in black ink, appearing to be 'Elizabeth Moya', written over a horizontal line.

Elizabeth Moya, Hearing Officer



## EXHIBIT A

### MINUTES OF PUBLIC HEARING

A public hearing was held by the El Paso Housing Finance Corporation (the “*Issuer*”) telephonically whereby all interested persons could monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#), on December 18, 2024, beginning at 10:00 a.m. Mountain Standard Time.

The hearing was held with respect to the proposed issuance by the Issuer of not to exceed \$28,000,000 of its qualified mortgage revenue bonds in one or more series (the “*Bonds*”) in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the excludability of the interest on the Bonds from gross income for federal income tax purposes.

The notice of public hearing published in the *El Paso Times* on December 9, 2024, indicated that the proceeds of the Bonds will be used to finance the purchase of qualified one- to four-family owner-occupied residences (the “*Program*”) located within the City of El Paso, Texas (the “*Program Area*”).

Present at the hearing on behalf of the Issuer were Elizabeth Moya, the hearing officer for the Issuer (the “*Hearing Officer*”), Norman Gordon, the General Counsel of the Issuer, Ryan J. Bowen, Tomer Elkayam and Michelle Krofel of Chapman and Cutler LLP, bond counsel.

The Hearing Officer called the meeting to order and asked if there were any interested persons present who wished to express their views with respect to the issuance of the Bonds or the Program being financed.

No one expressed an interest to speak.

Whereupon the Hearing Officer closed the public hearing at 10:15 a.m. Mountain Standard Time.



**EXHIBIT B**

**AFFIDAVIT OF PUBLICATION OF NOTICE OF PUBLIC HEARING**



**AFFIDAVIT OF PUBLICATION**

Gus Egloff  
Miller Adv Lgl- Elp  
909 3Rd AVE # 15  
New York NY 10022-4745

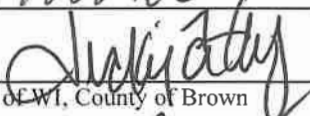
STATE OF WISCONSIN, COUNTY OF BROWN

The El Paso Times, a newspaper published in the city of El Paso,  
El Paso County, State of Texas, and personal knowledge of the  
facts herein state and that the notice hereto annexed was  
Published in said newspapers in the issue:

12/09/2024

and that the fees charged are legal.  
Sworn to and subscribed before on 12/09/2024

  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown

  
\_\_\_\_\_  
My commission expires

Order No:	10830595	# of Copies:
Customer No:	1366735	1
PO #:	RC030017	

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

VICKY FELTY  
Notary Public  
State of Wisconsin



**EL PASO HOUSING FINANCE CORPORATION**  
**NOTICE OF PUBLIC HEARING**

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"), notice is hereby given that the El Paso Housing Finance Corporation (the "*Corporation*") will hold a public hearing telephonically at 10:00 a.m. Mountain Standard time on December 18, 2024. All persons interested may monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#), promptly at 10:00 a.m. Mountain Standard time on December 18, 2024. The Corporation's designated hearing officer will conduct the hearing on behalf of the City of El Paso, Texas (the "*Program Area*").

The purpose of the hearing is to provide residents of the Program Area an opportunity to comment on the proposed issuance by the Corporation of one or more series of qualified mortgage revenue bonds (the "*Bonds*") to be issued pursuant to Section 143 of the Code in an aggregate principal amount not exceeding \$28,000,000. The Bonds are being issued for the purpose of financing residential mortgage loans to eligible low and moderate-income first-time homebuyers to finance the purchase of qualified one- to four-family owner-occupied residences located within the Program Area. The first-time homebuyer requirement is waived for mortgage loans in certain federally designated "targeted" areas in the Program Area and for certain veterans. Homebuyers' income and the purchase price of all residences financed are subject to certain limitations established under federal and state guidelines.

The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of the Corporation (except as a limited obligation), the City of El Paso, Texas (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision.

All interested persons are invited to attend the hearing and present written or oral comments on the proposed issuance of the Bonds. Questions or written comments prior to 4:00 p.m. Mountain Standard time on December 17, 2024 may be directed to the El Paso Housing Finance Corporation, P.O. Box 1648, El Paso, Texas 79949, Attention: Elizabeth Moya, at (915) 228-9336, or via e-mail at [moyae@elpasotexas.gov](mailto:moyae@elpasotexas.gov).



# Classifieds

To Advertise, visit our website: **Classifieds.elpasotimes.com**  
■ Public Notices/Legals email: **Legals@elpasotimes.com**  
■ Business & Services email: **Servicedirectory@elpasotimes.com**  
■ To post job openings, visit: **Elpasotimes.com/jobs**



**TO ADVERTISE**  
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All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. The El Paso Times reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. The El Paso Times shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

## Adopt Me Pets

all your favorites...

### Domestic Pets

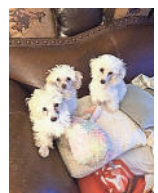
**Goldendoodles** Sweet loving pups. M/F chocolate & apricot. Raised indoors with family & kids. Both parents have amazing temperaments. Non shedding. Suzanne 575-635-8766



**Chihuahuas** TCup Chihuahuas 10 wks old shots must see 500.00 915-299-5009



**Pomeranian** Pomeranian Double Coat Teddy Bears Males shots de wormed 2500.00 915-288-1222



**Poodle** Christmas puppies purebred toy poodles 12 weeks healthy 1st shots 2 males one female parents on premises Contact 650-296-1680

### Lost - Pets



We need your help to find our beloved dog, Coco, a black Miniature Schnauzer. She was last seen in the Cielo Vista area, near Hawkins and Viscount. Her family is heartbroken and desperate to bring her home. If you have any information, please reach out—a reward is being offered, with no questions asked. Contact Information: Fernando Ramirez 915-234-4154

## Assorted Stuff

all kinds of things...

### Cemetery Lots

For sale by owner Single plot in Restlawn Memorial Park in Faith Gardens located behind chapel. trav-elingelk@gmail.com

## Homes



## Real Estate Rentals

### PUBLISHER'S NOTICE

All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation, or discrimination. "We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis."



### Single Family Rentals

3 BD, 2 BA, 2 CAR, \$1500  
3251 Solarridge Las Cruces  
2 BD, 2BA, 1 CAR, \$750  
2016 Lisa Drive, Deming  
4 BD, 1BA, \$ 990  
613 Sixth, Alamogordo  
480-392-8550

## Your Source Public Notices

for the latest...

### Beer/Liquor Licenses

Application has been made with the Texas Alcoholic Beverage Commission for a MIXED BEVERAGE PERMIT (MB) LATE HOURS (LH) by EL BOMBIN BAR, LLC. dba EL BOMBIN BAR, to be located at 2029 MYRTLE AVE., EL PASO, TX 79901. Owners are SANTOS J. GUTIERREZ RIVAS. December 9, 10 2024 LACO0204317

### Public Notices

Tornillo ISD is seeking request for proposals for network equipment upgrades. The service time-frame is for Funding Year 25, (July 1, 2025 – June 30, 2026) and is CONTINGENT upon E-rate Funding. Only service providers with a valid E-Rate SPIN may submit proposals. Deadline for RFP is December 20, 2024 at 12:00 PM MST. Please visit our website at <https://www.tisd.us/ErateC2> for instructions. All questions should be directed to [Erate@tisd.us](mailto:Erate@tisd.us). Dec. 2, 9, 16, 2024 #10789011

## RioSol Capacity Allocation

On January 6, 2025, El Rio Sol Transmission, LLC ("RioSol") will commence an open solicitation process to award up to 1,600 MW of bi-directional, point-to-point, firm transmission capacity. RioSol is holding this open solicitation process pursuant to its FERC authorization issued in Docket No. ER24-1726-000, dated July 5, 2024. The RioSol Transmission Project consists of a proposed single-circuit, 500 kV alternating current electric transmission line and several substations that will transport energy from Arizona and New Mexico to customers and markets across the Desert Southwest. RioSol is seeking parties that can meet our criteria and work with us to enable the transmission project to commence construction by the end of 2026 and commence operating by the end of 2028. More information about the project can be found at [www.riosol.energy](http://www.riosol.energy). RioSol has engaged Energy Strategies to manage the open solicitation process. Specific information about the forthcoming open solicitation process and timing can be found at [www.riosol-os.com](http://www.riosol-os.com). On 12/18/2024, RioSol will host a webinar to review the project and Open Solicitation process and to answer questions from prospective customers. To sign up for the webinar, email [RioSol-OS@energystat.com](mailto:RioSol-OS@energystat.com). Starting on January 6, 2025, interested entities may obtain a request for participation form and a confidentiality agreement via [www.riosol-os.com](http://www.riosol-os.com) and submit them to [RioSol-OS@energystat.com](mailto:RioSol-OS@energystat.com). Subsequently, interested entities deemed to have a legitimate interest in obtaining transmission capacity on RioSol will be provided with a confidential information memorandum and the expression of interest form. Completed expression of interest forms will be due no later than February 7, 2025. December 6, 9, 13, 16 2024 LACO0194809

Emergence Health Network Request for Application RFA 25-002 INPATIENT COMPETENCY RESTORATION PROGRAM For more information please visit Procurement page link at bottom of Homepage at: [www.emergencehealthnetwork.org](http://www.emergencehealthnetwork.org) or contact Sylvia Rodriguez at 915-887-3410 ext. 11817 Any questions or additional information required by interested vendors must be emailed to: [bidquestions@ehnelapaso.org](mailto:bidquestions@ehnelapaso.org), RFA 25-002 Due: Continuously Open. Please submit applications at 201 E. Main Ste 600, El Paso TX 79901 and/or [rfa@ehnelapaso.org](mailto:rfa@ehnelapaso.org) December 6,8,9,2024 10825322

**PUBLIC NOTICE**  
The Board of Directors of Texas RioGrande Legal Aid, Inc. (TRLA), a non-profit corporation, has scheduled its Annual Board of Directors meeting for Saturday, December 14, 2024, from 9 am to 1 pm CT. This meeting will be held at Sol Cypress Hotel (FORMERLY Wyndham Garden Riverwalk) 103 9th St., San Antonio, TX 78215 12/9, 12/10/2024

### Public Notices

**EL PASO HOUSING FINANCE CORPORATION  
NOTICE OF PUBLIC HEARING**  
In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that the El Paso Housing Finance Corporation (the "Corporation") will hold a public hearing telephonically at 10:00 a.m. Mountain Standard time on December 18, 2024. All persons interested may monitor and participate in the hearing by calling (877) 853-5247 (a toll-free telephone number) and entering 802-469-2463, followed by a pound key (#), promptly at 10:00 a.m. Mountain Standard time on December 18, 2024. The Corporation's designated hearing officer will conduct the hearing on behalf of the City of El Paso, Texas (the "Program Area").  
The purpose of the hearing is to provide residents of the Program Area an opportunity to comment on the proposed issuance by the Corporation of one or more series of qualified mortgage revenue bonds (the "Bonds") to be issued pursuant to Section 143 of the Code in an aggregate principal amount not exceeding \$28,000,000. The Bonds are being issued for the purpose of financing residential mortgage loans to eligible low and moderate-income first-time homebuyers to finance the purchase of qualified one- to four-family owner-occupied residences located within the Program Area. The first-time homebuyer requirement is waived for mortgage loans in certain federally designated "targeted" areas in the Program Area and for certain veterans. Homebuyers' income and the purchase price of all residences financed are subject to certain limitations established under federal and state guidelines. The Bonds will be limited obligations of the Corporation, payable solely from the revenues, receipts and resources of the Corporation pledged to their payment. The Bonds will not constitute an indebtedness or obligation of the Corporation (except as a limited obligation), the City of El Paso, Texas (or any other city, county or other municipal or political corporation or subdivision of the State of Texas) or of the State of Texas, or a loan of credit of any of them, within the meaning of any constitutional or statutory provision. All interested persons are invited to attend the hearing and present written or oral comments on the proposed issuance of the Bonds. Questions or written comments prior to 4:00 p.m. Mountain Standard time on December 17, 2024 may be directed to the El Paso Housing Finance Corporation, P.O. Box 1648, El Paso, Texas 79949, Attention: Elizabeth Moya, at (915) 228-9336, or via e-mail at [moyae@elpasotexas.gov](mailto:moyae@elpasotexas.gov).

Pursuant to provisions of the Texas State Law this notice is to the owner and/or lien holder of the following vehicle/item to reclaim the vehicle/item within 10 days and pay all fees. Failure to do so will result in the vehicle/item being abandoned and will result in vehicle/item being processed for auction.

2014 KIA OPTIMA HYBRID  
KNAGM4AD6E5076843  
TOTAL: \$713.90  
APPLE TOWING CO.  
5900 LUCKETT CT  
EL PASO, TX 79932  
915-213-6410  
0660037VSF TDLR

Total charges cannot be computed until vehicle/item is claimed. Storage charges will accrue daily until vehicle/item is released.  
December 9 2024  
LACO0202977

## Careers Jobs

new beginnings...

## Careers Jobs

new beginnings...

**Doña Ana County**  
"Join the team & make a difference in our Community"  
**In The Spotlight**  
County Attorney

**Job Vacancies:**  
Accounting Specialist  
Administrative Assistant  
Document Technician  
Inventory Technician  
**Collective Bargaining Unit Vacancies:**  
Detention Officer Trainee  
Equipment Operator  
Heavy Equipment Operator  
Live Evidence Technician  
Water/Wastewater Operator IV  
**Grant Funded Vacancies:**  
Compliance Officer  
Excellent Benefits & Competitive Pay  
Job Application & Announcements available at: [www.donaanacounty.org/jobs](http://www.donaanacounty.org/jobs)  
Computer Kiosks are available in the Human Resources Department.  
*Doña Ana County is an Equal Opportunity Employer*

**— SELL YOUR CAR**  
**— FIND A HOME**  
**— GET A JOB**  
**— ADOPT A PET**  
**— FIND A GARAGE SALE**  
**— HIRE A HANDYMAN**  
Check out the classified section everyday.

# Business & Service Directory

to advertise, email: **Servicedirectory@elpasotimes.com**

### Brick - Concrete

**#1 REYES CONCRETE**  
Concrete Work, Rock Wall & Roofing Repairs, Painting, Landscaping. No Job Too Big or Small!! Free Estimates! Margarito (915) 252-5175 [www.reyesconcretetx.com](http://www.reyesconcretetx.com)

**ROCKWALL REPAIR CO.**  
593-8050

**LOWER VALLEY CONCRETE**  
Concrete Contractors  
915-779-0677\*  
[lvc5428@sbcglobal.net](mailto:lvc5428@sbcglobal.net)

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Yard Clean-Up  
Dog Waste Removal  
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Reface Existing Cabinets  
Formica Granite Counter Tops  
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Professional ELECTRICAL Work  
FREE Estimates. Ruiz Electric  
Call Rudy ★  
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Licensed Insured TECL28471

### Landscaping

Adobe Landscaping  
Sod, Sprinklers, Concrete, Artificial Grass, Rock, Brick, Free Est. Ins. & Bon 915-240-8426

### Lawn - Garden Care

Izzy's Yard & Tree Services!  
Yard maintenance, Tree services & hauling, Free Est. 915-242-5064

### Professional Service

**SPOTLESS CARPET CLEANING**  
\$5.95 per room special. \$29.95 p/Sofa/Love Seat. ☎ 915-474-0585

**EASY REAL ESTATE LOANS**  
\$20,000-\$500,000  
★ 915 - 593 - 1995 ★  
1590 Lomaland Ste F  
NMLS335225 Equity RE  
Ray Nabhan NMLS 334945

### A PLUS CABINETS

Custom Kitchen & Bath Cabinetry  
Granite & Formica Counter Tops  
Repair, Reface & Refinish  
☎ 915-241-1684

### Electrical

### Roofing - Siding

**A D ROOFING**  
Professional Roofing, Remod. & Construction, Landscaping  
Reliable, On time & Affordable. Ins/Bond. BBB Free Est. 915-252-6209

**Desert Roofing**  
Hail & Wind, Leaks, Metal Shingles, Repairs, Remodeling, Additions, Fences, Rockwall, Concrete & Painting. Bond & Ins. Comm. & Res. Senior & Military Discounts Free Estimates Se Habla Español. BBB A+ Member 915-790-7126

### Pueblo Roofing

Specialize in Wind Damage New & Re-roofs, Repairs for Leaks & Shingles. Free Estimates Residential, Bonded/Insured 915-208-8768

### Services

Martin's Appliance! We fix Washers, Dryers, Refrigerators, Stoves, Dishwashers & Garbage Disposals. Se Habla Español 915-999-1945

Turn your dust into dollars by placing a CLASSIFIED ad!



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Seniors + Military  
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+ See Representative for full warranty details. \*One coupon per household. No obligation estimate valid for 1 year. 1Subject to credit approval. Call for details AR #0366920922, CA #1035795, CT #HC0649905, FL #CBC056678, IA #C127230, ID #RCE-51604, LA #559544, MA #176447, MD #MHIC148329, MI #2102212986, #262000022, #262000403, #2106212946, MN #IR731804, MT #226192, ND 47304, NE #50145-22, NJ #13VH09953900, NM #408693, NV #86990, NY #H-19114, H-52229, OR #218294, PA #FA069383, RI #GC-41354, TN #76512, #10783658-5501, VA #2705169445, WA #LEAFNNW822JZ, WV #WV056912

**BEFORE** **AFTER** **FULL SERVICE GUTTER PROTECTION**





Legislation Text

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File #: 25-240, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

*No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

City Manager's Office, Bonnie Cordova, (915) 212-1412

**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 to: increase Playa Drain Padilla - Zaragoza project, to set up budget for Revolving Loan Fund for Borderplex Community Capital agreement project, and to increase Memorial Park project for the purchase solar lights, as respectively listed and referenced below:

BT Number	Fund	Project	Increase /(Decrease)
2025-0331	4743	PCP23TRAN03	\$195,210.63
2025-0299	2302	PEDFY25005	\$500,000.00
2025-0445	4800	PCP13PRKG01	\$77,008.40



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**



**DEPARTMENT:** Office of Mangement and Budget

**AGENDA DATE:** 2/25/25

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:** Bonnie Cordova

**PHONE NUMBER:** 915-212-1412

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** 6

**SUBGOAL:**

**SUBJECT:** Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfer to: increase Playa Drain Padilla – Zaragoza project, to set up budget for Revolving Loan Fund for Borderplex

**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.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**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:**

PCP23TRAN03 - \$195,210.63 funded by PCPBalance  
PEDFY25005 - \$500,000.00  
PCP23NIPD2B - \$77,008.44 funded by PCP13PRKG01

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Bonnie Cordova*

(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 transfers to: utilize PCPBALANCE funds; increase Playa Drain Padilla – Zaragoza project PCP23TRAN03; set up the budget for the Revolving Loan Fund for Borderplex Community Capital agreement; and add funds to Memorial Park project for the purchase of solar lights, as respectively listed and referenced below:

BT Number	Fund	Project	Increase /(Decrease)
2025-0331	4743	PCP23TRAN03	\$195,210.63
2025-0299	2302	PEDFY25005	\$500,000.00
2025-0445	4800	PCP13PRKG01	\$77,008.40

*(Signatures on the following page)*



**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

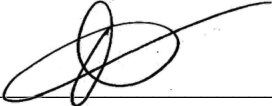
**CITY OF EL PASO:**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Oscar Gomez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Bonnie Cordova, Interim Director  
Office of Management & Budget