

Oscar Leeser  
Mayor

Tommy Gonzalez  
City Manager



CITY COUNCIL  
Peter Svarzbein, District 1  
Alexsandra Annello, District 2  
Cassandra Hernandez, District 3  
Joe Molinar, District 4  
Isabel Salcido, District 5  
Claudia L. Rodriguez, District 6  
Henry Rivera, District 7  
Cissy Lizarraga, District 8

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

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**July 20, 2021**

**9:00 AM**

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

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

**Conference ID: 380-712-178#**

**AND**

### **AGENDA REVIEW MEETING**

**July 19, 2021**

**9:00 AM**

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

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

**Conference ID: 791-481-288#**

### **TEMPORARY SUSPENSION OF OPEN MEETINGS LAWS DUE TO EMERGENCY**

The Texas Governor temporarily suspended specified provisions of the Texas Open Meetings Act to allow telephonic or videoconference meetings and to avoid congregate settings in physical locations.

Notice is hereby given that an Agenda Review Meeting will be conducted on July 19, 2021 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on July 20, 2021 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. <http://www.elpasotexas.gov/videos>

Via television on City15,

YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

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

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



**At the prompt please enter the corresponding Conference ID:**

**Agenda Review, July 19, 2021 Conference ID: 791-481-288#**

**Regular Council Meeting, July 20, 2021 Conference ID: 380-712-178#**

**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:**

**<https://www.elpasotexas.gov/city-clerk/meetings/city-council-meetings>  
and  
[http://legacy.elpasotexas.gov/muni\\_clerk/Sign-Up-Form-Call-To-The-Public.php](http://legacy.elpasotexas.gov/muni_clerk/Sign-Up-Form-Call-To-The-Public.php)**

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

**Mayor Oscar Leeser and Representatives Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga**

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

### **ROLL CALL**

### **INVOCATION BY POLICE CHAPLAIN DENNIS COFFMAN**

### **PLEDGE OF ALLEGIANCE**

**Isabella Machorro  
Olivia Machorro  
Matteo Grijalva**

### **MAYOR'S PROCLAMATIONS**

**Paul and Stephanie Albright Appreciation Day**

**Latino Conservation Week**

### **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 Regular City Council Meeting of July 7, 2021, the Agenda Review Meeting of July 6, 2021, the Work Session of July 6, 2021, and Minutes of the Special Meeting of July 9, 2019. [21-815](#)

#### **All Districts**

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

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

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

## **CONSENT AGENDA - RESOLUTIONS:**

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

3. That the Solid Waste liens on the attachment posted with this agenda be approved. (See Attachment A) [21-779](#)

#### **All Districts**

Environmental Services, Ellen Smyth, (915) 212-6000

4. A Resolution authorizing the City Manager to sign an Annexation Agreement between the City and El Paso County, for 3.62 acres of real property, located adjacent to John Hayes St. South of Montwood Dr., that will specify the terms and conditions in which the property will be annexed should the City annex the property, as well as the services and schedule of service that the City will provide following annexation. Furthermore, that the City Manager or his designee is authorized to provide any and all notices required under law in order to annex this property. Subject Property: Berryville Street South of Montwood Dr. Applicant: El Paso County SUAX20-00002 [21-797](#)

#### **District 5**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Karina Bragalla, (915) 212-1604

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

5. Resolution that the City Manager or designee be authorized to sign a Local Government Approval for Nonprofit Organizations Conducting Emergency Solutions Grants (ESG) Shelter Activities letter approving the emergency shelter activities provided by El Paso Human Services, Inc., within the City of El Paso. [21-795](#)

#### **All Districts**



Community and Human Development, Nicole Ferrini, (915) 212-1659

6. Resolution that the City Manager or designee be authorized to sign a Local Government Approval for Nonprofit Organizations Conducting Emergency Solutions Grants (ESG) Shelter Activities letter approving the emergency shelter activities provided by El Paso Center for Children, within the City of El Paso. [21-796](#)

**All Districts**

Community and Human Development, Nicole Ferrini, (915) 212-1659

7. That the City Manager be authorized to sign an agreement between the City of El Paso and the El Paso Veterinary Medical Association (EPVMA) for the City of El Paso to transfer \$50,000 to the EPVMA to assist pet owners with the cost of veterinary needs. [21-812](#)

**All Districts**

Animal Services Department, Ramon Herrera, (915) 212-7297

**CONSENT AGENDA - BOARD APPOINTMENTS:**

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

8. Eugenia Posada to the Bicycle Advisory Committee by Representative Joe Molinar, District 4. [21-811](#)

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

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

9. Jonathan Bohannon to the Veterans Affairs Advisory Committee by Representative Joe Molinar, District 4. [21-798](#)

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

10. Juan M. Adame to the Community Development Steering Committee by Representative Cissy Lizarraga, District 8. [21-816](#)

Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008

11. Sandra DiFrancesco to the Animal Shelter Advisory Committee by Representative Cassandra Hernandez, District 3. [21-818](#)

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

12. Christine Gallegos as a Regular Member to the Fair Housing Task Force by Representative Peter Svarzbein, District 1. [21-819](#)

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

13. Celeste Varela to the Animal Shelter Advisory Committee by Representative [21-820](#)



Alexsandra Annello, District 2.

Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

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

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

14. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B) [21-784](#)

**All Districts**

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

15. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit. (See Attachment C) [21-786](#)

**All Districts**

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

### **CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:**

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

16. For notation pursuant to Section 2.92.110 of the City Code: receipt of campaign contributions by Representative Peter Svarzbein in the amount of \$500.00 from Deborah Kastrin; \$750.00 from Melinda and Meyer Marcus. [21-817](#)

Members of the City Council, Representative Peter Svarzbein, (915) 212-1002

### **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: 380-712-178#**

**A sign-up form is available on line for those who wish to sign up in advance of the meeting at: [http://legacy.elpasotexas.gov/muni\\_clerk/signup\\_form.asp](http://legacy.elpasotexas.gov/muni_clerk/signup_form.asp)**



## **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 Friday, 8:00 a.m. to 5:00 p.m.

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

17. An Ordinance approving amendment number twenty to the Project Plan and Reinvestment Zone financing plan for Tax Increment Reinvestment Zone (TIRZ) Number Five, City of El Paso, Texas, to allocate up to One Hundred Thousand dollars of the Tax Increment Reinvestment Zone annual revenue to the Downtown Management District Commercial Façade Improvement Program; adopting said amendments as required by section 311.011(e) Texas Tax Code. [21-792](#)

#### **Districts 1 and 8**

Economic and International Development, Mirella Craigo, (915) 212-1617

**PUBLIC HEARING WILL BE HELD ON AUGUST 3, 2021**

18. An Ordinance of the City Council of the City of El Paso, Texas, designating a noncontiguous geographic area within the City as a reinvestment zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Fourteen, City of El Paso; describing the boundaries of the Zone; creating a board of directors for the Zone; establishing a tax increment fund for the Zone; containing findings related to the creation of the Zone; providing a date for the termination of the Zone; providing that the Zone take effect immediately upon passage of the ordinance; providing a severability clause; and providing an effective date. [21-793](#)

#### **Districts 2 and 3**

Economic and International Development, Jessica L. Herrera, (915) 212-1624

**PUBLIC HEARING WILL BE HELD ON AUGUST 3, 2021**

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

19. An Ordinance renewing a Special Privilege License to the El Paso Electric Company, Owner, and El Paso Parking Inc., Lessee, to permit off-street parking within a portion of Rim Road right-of-way, by extending the term for another five [21-801](#)



years.

Subject Property: South of Rim Rd. and West of El Paso St.  
Applicant: El Paso Parking Inc. NESV2020-00005

**District 1**

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

**PUBLIC HEARING WILL BE HELD ON AUGUST 3, 2021**

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

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

20. The linkage to the Strategic Plan is subsection 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner

[21-708](#)

Award Summary:

Discussion and action on the award of Solicitation 2021-1200 Liz Morayma Park Improvements to Horizone Construction I, Ltd. for an estimated award of \$1,153,900.14. This project consists of irrigation improvements that will connect to the existing irrigation system mainline. Additionally, there will be installation of 1 futsal court and 1 futsal/roller derby court, a new green sod area, a screening area, trees, shrubs, landscaping, and park amenities on new park area.

Department:	Capital Improvement
Award to:	Horizone Construction I, Ltd. El Paso, TX
Item(s):	Base Bid I, Additive Alternate I & Additive Alternate II
Initial Term:	330 Consecutive Calendar Days
Base Bid I:	\$1,103,000.00
Additive Alternate I:	\$7,671.92
Additive Alternate II:	\$43,228.22
Total Estimated Award:	\$1,153,900.14
Funding Source:	2019 Capital Plan
Account:	190-4745-38290-580270-PCP19PRK01
District:	2

This is a Low Bid procurement, unit price contract.

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

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all



documents necessary for execution of this award.

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

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget. [POSTPONED FROM 07-07-2021]

**District 2**

Capital Improvement, Sam Rodriguez, (915) 212-0065

Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

21. The linkage to the Strategic Plan is subsection 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

[21-783](#)

**Award Summary:**

Discussion and action on the award of Solicitation 2021-1206 Wainwright & North East Basin Park Improvements to MARTINEZ BROS. CONTRACTORS, LLC for an estimated award of \$752,605.97. The proposed project supports residents' quality of life with amenities for outdoor recreation. Wainwright Park will provide a new city park with a playground, walking trail, sports court, benches and trash receptacles. North East Basin Park will provide a 10-foot hike and bike trail between Cross St. and Deer Ave.; the trail will be supplemented with trees, benches and trash receptacles.

Department:	Capital Improvement
Award to:	MARTINEZ BROS. CONTRACTORS, LLC El Paso, TX
Item(s):	Base Bid I and Base Bid II
Initial Term:	180 Consecutive Calendar Days
Base Bid I:	\$515,881.19
Base Bid II:	\$236,724.78
Total Estimated Award:	\$752,605.97
Funding Source:	2012 Quality of Life Bond
Account:	190/4800/29010/580270/PCP13PRKA16 / PCP13PRKA30
District(s):	2 and 4

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MARTINEZ BROS. CONTRACTORS, LLC the lowest responsive and responsible bidder and that Roman Construction Associated, LLC be deemed non-responsible due to being indebted to the City of El Paso.



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

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

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

#### **Districts 2 and 4**

Capital Improvement Department, Sam Rodriguez, (915) 212-0065  
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

- 22.** The linkage to Strategic Plan is subsection 6.2 - Implement employee benefits and services that promote financial security.

[21-750](#)

#### **Award Summary:**

Discussion and action on the award of Solicitation No. 2021-0806R Benefit Consulting Services to HUB International Texas, Inc., for an initial term of five (5) years for an estimated amount of \$534,600.00. The award also includes, two (2), two (2) year options for an estimated amount of \$427,680.00. The total contract value is, including the initial term plus options is nine (9) years, for an estimated amount of \$962,280.00. This contract will allow the City of El Paso to obtain general benefit consulting advice.

#### **Contract Variance:**

Staff is recommending that Council award the contract at the same amount awarded in 2012. Consequently, there is no increase and/or variance from the 2012 contracts.

Department:	Human Resources
Award to:	HUB International Texas, Inc. Fort Worth, TX
Item(s):	All
Initial Term:	5 years
Option to Extend:	2 terms of 2 years
Annual Estimated Award:	\$ 106,920.00
Initial Term Estimated Award:	\$ 534,600.00 (5 years)
Option Term Estimated Award:	\$ 427,680.00 (4 years)
Total Estimated Award:	\$ 962,280.00 (9 years)
Account No.:	209-3500-14045-521160-P1414
Funding Source:	Self Insurance Fund



District(s): All

This is a Request for Proposal, requirements contract.

The Purchasing & Strategic Sourcing and the Human Resources Departments recommend award as indicated to HUB International Texas, Inc., the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed. [POSTPONED FROM 07-07-2021]

**All Districts**

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

Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

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

[21-781](#)

**Award Summary:**

Discussion and action on the award of Solicitation 2021-0811 Job Order Contracting and Facilities Construction to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction. Each contract has an initial term of two (2) years for an estimated amount of \$4,000,000.00. Each contract also includes three (3), one (1) year options for an estimated amount of \$6,000,000.00. The length of each contract including the initial term plus options is five (5) years for an estimated contract amount of \$10,000,000.00. The award of the contracts will allow to perform maintenance, repair, alteration, renovation, remediation, or minor construction for City of El Paso facilities using the Job Order contract method.

Department:	Capital Improvement
Award to: Contractor 1	ALPHA BUILDING CORPORATION El Paso, TX
Initial Term:	2 years
Option to Extend:	Three (3), one (1) year terms
Annual Estimated Award:	\$ 2,000,000.00
Initial Term Estimated Award:	\$ 4,000,000.00 (2 years)
Option Estimated Award:	\$ 6,000,000.00 (3 years)
Total Estimated Award:	\$10,000,000.00 (5 years)
Award to: Contractor 2	Veliz Company, LLC dba Veliz Construction El Paso, TX
Initial Term:	2 years
Option to Extend:	Three (3), one (1) year terms
Annual Estimated Award:	\$ 2,000,000.00
Initial Term Estimated Award:	\$ 4,000,000.00 (2 years)
Option Estimated Award:	\$ 6,000,000.00 (3 years)
Total Estimated Award:	\$10,000,000.00 (5 years)



Total Award:  
Annual Estimated Award: \$ 4,000,000.00  
Initial Term Estimated Award: \$ 8,000,000.00 (2 years)  
Option Estimated Award: \$12,000,000.00 (3 years)  
Total Estimated Award: \$20,000,000.00 (5 years)  
Account No.: Various  
Funding Source: 2019 Public Safety Bond, 2012 Quality of Life & Certificates of Obligation  
Districts: All

This is a Competitive Sealed Proposal, Requirement Contract.

The Purchasing & Strategic Sourcing and the Capital Improvement departments recommend award as indicated to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction the highest ranked offerors based on evaluation factors established 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.

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

**All Districts**

Capital Improvement Department, Sam Rodriguez, (915) 212-0065  
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

**21-782**

**Award Summary:**

Discussion and action on the award of Solicitation 2021-0509 Airport Rapid Transit Systems (RTS) to MIRADOR ENTERPRISES, INC. for an estimated award of \$1,355,574.24. The purpose of the project is to improve the existing local bus service in El Paso along the Montana Street corridor by adding a new bus rapid transit service route, as well as providing a pickup location for rideshare users. A new enclosed station at the El Paso International Airport will be constructed that will follow the development of the Montana Rapid Transit System (RTS), that will also provide a pickup location for rideshare users. The station will consist of a climate controlled building, pedestrian lighting, new sidewalks, landscaping, bicycle racks and artwork.

Department: Capital Improvement  
Award to: MIRADOR ENTERPRISES, INC.  
El Paso, TX



Item(s):	Base Bid I, Base Bid II, Base Bid III and Base Bid IV
Initial Term:	182 Consecutive Calendar Days
Base Bid I:	\$1,173,364.79
Base Bid II:	\$ 21,249.83
Base Bid III:	\$ 75,792.14
Base Bid IV:	\$ 85,167.48
Total Estimated Award:	\$1,355,574.24
Funding Source:	2021 Certificate of Obligation/Federal Transit Administration
Account:	190/4746/38290/580270/PCP11MT050B 560/3210/38290/580270/PCP11MT050B
District(s):	3

This is a Competitive Sealed Proposal, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MIRADOR ENTERPRISES, INC. Negotiations with the highest ranked firm were unsuccessful and terminated. In accordance with the Competitive Sealed Proposal policy, after negotiation with the highest ranked firm were terminated the City initiated negotiation with the second highest ranked firm, MIRADOR ENTERPRISES, INC. Negotiation have been completed and a resultant contract successfully negotiated.

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

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

#### **District 3**

Capital Improvement Department, Sam Rodriguez, (915) 212-0065  
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

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

25. An Ordinance granting Special Permit No. PZST21-00004, to allow for a 40' Ground-Mounted Personal Wireless Service Facility on the property described as a portion of Lot 1, Block 1, Centre Court Subdivision, 5901 Upper Valley Road, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.455 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. **THIS IS AN APPEAL.**

[21-673](#)

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: 5901 Upper Valley Road  
Applicants: Romano & Associates, LLC.  
PZST21-00004

**District 1**

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

26. An Ordinance amending the City of El Paso's Comprehensive Plan, "Plan El Paso".

[21-730](#)

**All Districts**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553; Karina Brasgalla, (915) 212-1604

27. An Ordinance granting a Special Privilege License to El Paso Independent School District for the maintenance, use and repair of an existing underground tunnel encroaching within a portion of Arizona Avenue between Kansas Street and Stanton Street; setting the license for a term of fifteen years (15) with one (1) renewable fifteen (15) year term.

[21-733](#)

Subject Property: 1014 N. Stanton Applicant: El Paso Independent School District NESV2018-00014

**District 8**

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

28. An Ordinance authorizing the dedication for the use of the public as right-of-way 10.1947 acres of land legally described as a 10.1947 acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of sections 22 and 23, Block 80, Township 2, Texas & Pacific Railway Company Surveys.

[21-751](#)

Subject Property: South of Liberty Expressway and West of Purple Heart Highway Applicant: City of El Paso (El Paso International Airport)  
SURW21-00005

**District 2**

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

**REGULAR AGENDA - OTHER BUSINESS:**

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

29. Discussion and action that the City Manager be authorized to sign a two year On Call Agreement for Professional Services to perform civil engineering services on a task by task basis by and between the City of El Paso and each of the following two (2) consultants:

[21-800](#)



1. CEA Engineering Group, Inc.
2. Dannenbaum Engineering Company - El Paso, LLC.

Each On Call Agreement will be for an amount not to exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or his designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On Call Agreement.

#### **All Districts**

Capital Improvement Department, Sam Rodriguez (915) 212-1808

### **EXECUTIVE SESSION**

#### **TEMPORARY SUSPENSION OF OPEN MEETINGS LAWS DUE TO EMERGENCY**

The Texas Governor temporarily suspended specified provisions of the Texas Open Meetings Act to allow telephonic or videoconference meetings and to avoid congregate settings in physical locations.

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

**Mayor Oscar Leeser and Representatives Peter Svarzbein, Aleksandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga**

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

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

### **ADJOURN**



**NOTICE TO THE PUBLIC:**

Sign Language interpreters are provided for regular City Council meetings. If you need Spanish Translation Services, you must email [CityClerk@elpasotexas.gov](mailto:CityClerk@elpasotexas.gov) at least 48 hours in advance of the meeting.

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

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





Legislation Text

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**File #: 21-815, 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 Regular City Council Meeting of July 7, 2021, the Agenda Review Meeting of July 6, 2021, the Work Session of July 6, 2021, and Minutes of the Special Meeting of July 9, 2019.



OSCAR LEESER  
MAYOR

TOMMY GONZALEZ  
CITY MANAGER



CITY COUNCIL  
PETER SVARZBEIN, DISTRICT 1  
ALEXSANDRA ANNELLO, DISTRICT 2  
CASSANDRA HERNANDEZ, DISTRICT 3  
JOE MOLINAR, DISTRICT 4  
ISABEL SALCIDO, DISTRICT 5  
CLAUDIA L. RODRIGUEZ, DISTRICT 6  
HENRY RIVERA, DISTRICT 7  
CISSY LIZARRAGA, DISTRICT 8

**CITY COUNCIL WORK SESSION MINUTES**  
**July 6, 2021**  
**9:05 AM**

**Due to the temporary suspension of specified provisions of Open Meetings laws due to the COVID-19 emergency this meeting was conducted via telephonic and videoconference formats.**

.....  
The City Council of the City Council met on the above time and date via videoconference. Meeting was called to order at 9:25 a.m. Mayor Pro Tempore Svarzbein was present and presiding and the following Council Members answered roll call: Alexsandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga. Mayor Oscar Leeser arrived at 10:35 a.m.  
.....

**AGENDA**

.....  
**1. Presentation and discussion by the COVID-19 Response and Recovery Cross-Functional Team providing information on key activities, efforts and processes.**

**1. Overview (Tommy Gonzalez)**

Mr. Tommy Gonzalez, City Manager, introduced the item and provided an update on the City's vaccination rates by stating that 77% of the population age 12 and over had received a first dose with 66% of the population now fully vaccinated. Mr. Gonzalez explained that the City is able to vaccinate any eligible person who visits a City vaccination site and noted that hospitalizations were up due to the scheduling of procedures that were on hold due to the pandemic.

Ms. Karla Nieman, City Attorney, informed Council that the Emergency Ordinances would be brought forward for consideration in two weeks.

Fire Chief Mario D'Agostino explained the process for vaccinating maquiladora workers from Cd. Juarez at the U.S. port of entry.

**2. Team Lead Report:**

- 1. Health Focus (Hector Ocaranza, M.D.)**
- 2. Data Analysis (David Coronado)**

Dr. Hector Ocaranza, Public Health Authority, provided an update on the current pandemic situation by explaining there had been an improvement in the vaccination rate, stating the



number of positive cases remained low, and outlining the different types of SARS-CoV-2 variants while encouraging everyone to get vaccinated.

Mr. David Coronado, International Bridges Director, provided statistical information related to the economic situation by stating the unemployment rate of 6.4% is an improvement from last year's figure. He also explained that compared to last April/May of last year, home sales and retail sales activity had increased and said manufacturing activity and trade levels were exceeding pre-pandemic levels.

### 3. City Manager Wrap Up (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, closed the presentation by restating the City's vaccination rates and said El Paso is leading in State vaccination rates among the senior and 12-15 age categories indicating the strategies put in place were working.

Mayor Leeser and Representatives Svarzbein, Hernandez, and Molinar commented.

The following members of City staff responded to questions from Members of the City Council:

- Ms. Laura Cruz-Acosta, Strategic Communications Director
- Ms. Araceli Guerra, Managing Director of Internal Services
- Mr. Bryan Crowe, General Manager, Destination El Paso

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

.....

### **ADJOURN**

Motion made by Representative Salcido, seconded by Representative Hernandez and unanimously carried to **ADJOURN** the meeting at 10:26 p.m.

AYES: Representatives Svarzbein, Anello, Hernandez, Molinar, Salcido, Rodriguez Rivera, and Lizarraga

NAYS: None

.....  
APPROVED AS TO CONTENT:

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



OSCAR LEESER  
MAYOR



CITY COUNCIL  
PETER SVARZBEIN, DISTRICT 1  
ALEXSANDRA ANNELLO, DISTRICT 2  
CASSANDRA HERNANDEZ, DISTRICT 3  
JOE MOLINAR, DISTRICT 4  
ISABEL SALCIDO, DISTRICT 5  
CLAUDIA L. RODRIGUEZ, DISTRICT 6  
HENRY RIVERA, DISTRICT 7  
CISSY LIZARRAGA, DISTRICT 8

TOMMY GONZALEZ  
CITY MANAGER

## AGENDA REVIEW MINUTES

July 6, 2021

9:00 A.M.

**Due to the temporary suspension of specified provisions of Texas Open Meetings laws due to the COVID-19 emergency this meeting was conducted via telephonic and videoconference formats.**

.....  
The City Council met via videoconference on the above date. The meeting was called to order at 9:00 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Anello, Joe Molinar, Isabel Salcido, and Cissy Lizarraga. Cassandra Hernandez joined the meeting at 9:15 a.m., Henry Rivera at 9:02 a.m. and Claudia Rodriguez at 9:12 a.m.

The agenda items for the July 7, 2021 Regular City Council meeting were reviewed.

### 9. CONSENT AGENDA – RESOLUTIONS

That the El Paso County Hazard Mitigation Action Plan Update is approved in its entirety; the City of El Paso will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies; the Office of Emergency Management

shall inform all parties of this action, assure that the Hazard Mitigation Action Plan Update will be reviewed at least annually, and that any needed adjustments will be presented to the City Council for consideration; and the City of El Paso will take such other action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Action Plan Update and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

Representative Lizarraga questioned the following City staff member:

- Fire Chief Mario D'Agostino

### 36. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

The linkage to Strategic Plan is subsection 6.2 - Implement employee benefits and services that promote financial security.

Discussion and action on the award of Solicitation No. 2021-0806R Benefit Consulting Services to HUB International Texas, Inc., for an initial term of five (5) years for an estimated amount of \$534,600.00. The award also includes, two (2), two (2) year options for an estimated amount of \$427,680.00. The total contract value is, including the initial term plus options is nine (9) years, for an estimated amount of \$962,280.00. This contract will allow the City of El Paso to obtain general benefit consulting advice.

Contract Variance:



Staff is recommending that Council award the contract at the same amount awarded in 2012. Consequently, there is no increase and/or variance from the 2012 contracts.

Department:	Human Resources
Award to:	HUB International Texas, Inc. Fort Worth, TX
Item(s):	All
Initial Term:	5 years
Option to Extend:	2 terms of 2 years
Annual Estimated Award:	\$ 106,920.00
Initial Term Estimated Award:	\$ 534,600.00 (5 years)
Option Term Estimated Award:	\$ 427,680.00 (4 years)
Total Estimated Award:	\$ 962,280.00 (9 years)
Account No.:	209-3500-14045-521160-P1414
Funding Source:	Self Insurance Fund
District(s):	All

This is a Request for Proposal, requirements contract.

The Purchasing & Strategic Sourcing and the Human Resources Departments recommend award as indicated to HUB International Texas, Inc., the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Mayor Leeser and Representative Annello commented.

The following City staff members commented:

- Ms. Paula Salas, Purchasing Agent
- Mr. Bruce Collins, Purchasing and Strategic Sourcing Director

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

An Ordinance granting Special Permit NO. PZST21-00008, to allow for a 55' Ground-Mounted Personal Wireless Service Facility on the property described as a portion of Tracts 9B, 9C, and 10A, Block 48, Ysleta Grant, 9100 Alameda Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.455 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. **THIS IS AN APPEAL.**

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: 9100 Alameda Avenue Applicant: Verizon c/o Les Gutierrez,  
PZST21-00008

Representative Rodriguez commented.

Mr. Raul Garcia, City Development Program Manager, commented.

.....  
**42. REGULAR AGENDA – OTHER BUSINESS**



Discussion, update, and action on the regular session of the 87th Texas Legislature and its future special legislative sessions.

Mayor Leeson commented.

Ms. Elizabeth Triggs, Strategic Partnerships Officer, commented.

.....  
Motion made by Representative Salcido, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 9:24 a.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera and Lizarraga

NAYS: None

.....  
APPROVED AS TO CONTENT:

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Laura D. Prine, City Clerk



OSCAR LEESER  
MAYOR

TOMMY GONZALEZ  
CITY MANAGER



CITY COUNCIL  
PETER SVARZBEIN, DISTRICT 1  
ALEXSANDRA ANNELLO, DISTRICT 2  
CASSANDRA HERNANDEZ, DISTRICT 3  
JOE MOLINAR, DISTRICT 4  
ISABEL SALCIDO, DISTRICT 5  
CLAUDIA L. RODRIGUEZ, DISTRICT 6  
HENRY RIVERA, DISTRICT 7  
CISSY LIZARRAGA, DISTRICT 8

## MINUTES FOR REGULAR COUNCIL MEETING

July 7, 2021  
9:00 AM

Due to the temporary suspension of specified provisions of Texas Open Meetings laws due to the COVID-19 emergency this meeting was conducted via telephonic and videoconference platforms.

### ROLL CALL

The City Council of the City Council met on the above time and date. Meeting was called to order at 9:00 a.m. Mayor Pro Tempore Svarzbein present and presiding and the following Council Members answered roll call: Alessandra Anello, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga. Late arrivals: Mayor Oscar Leeser joined the meeting at 9:19 a.m. and Representative Cassandra Hernandez joined the meeting at 9:04 a.m.

### INVOCATION BY POLICE CHAPLAIN JOE MARATTA

### PLEDGE OF ALLEGIANCE

Lilia Ramirez and Leila Ramirez at the Invitation of Mayor Oscar Leeser

### MAYOR'S PROCLAMATIONS

Sierra Machinery 40<sup>th</sup> Anniversary Recognition Day

Minority Mental Health Awareness Month

### NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Lizarraga, 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 Svarzbein, Anello, Hernandez, Molinar, Salcido, Rodriguez, Rivera and Lizarraga

NAYS: None



.....

**CONSENT AGENDA - APPROVAL OF MINUTES:**

.....

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

.....

1. \*Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of June 22, 2021, the Agenda Review Meeting of June 21, and the Work Session of June 21, 2021, and the Corrected Minutes for the Regular City Council Meetings of May 11, 2021, May 22, 2021, and June 6, 2021.
- .....

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

.....

2. **REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:**

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

.....

**CONSENT AGENDA - RESOLUTIONS:**

.....

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

.....

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

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

That the City Manager is authorized to sign a Southern Industrial Site Lease by and between the City of El Paso ("Lessor") and Portilla Properties and Investment Group, LLC, ("Lessee") regarding the following described property:

The northerly 181 feet of Lot 2, 3 and 4, Block 11, El Paso International Airport Tracts, Unit 8, Replat A, City of El Paso, El Paso County, Texas comprised of 70,590 SF. More commonly referred to as 8630 Boeing, El Paso, Texas.

.....

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

**WHEREAS**, in the interest of making administrative governmental operations more efficient, City Council seeks to delegate authority to the Director of Aviation or designee to enter into and sign certain documents on behalf of the City that are routine in nature, for projects that have already been appropriately approved by the City of El Paso and that do not affect the approved City Budget, and

**WHEREAS**, on March 19, 2019, City Council granted authority to the Director of Aviation for matters related to letters of credit and release of bonds or similar financing instruments, and

**WHEREAS**, the City Manager has delegated various authority to the Director of Aviation to enable efficient administration of routine projects at the El Paso International Airport, and City Council wishes to continue such efficiency through the Director of Aviation; and



**WHEREAS**, City Council wishes to consolidate the delegated authority of the Director of Aviation for clarity and efficiency.

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

1. City Council hereby grants authority to the Director of Aviation or designee (the "Director") to perform the following duties on behalf of the City of El Paso, after the City Attorney has reviewed and approved each, in accordance with the guidelines established herein, unless City Council approval is required by other law, obligation or policy.

- A. To act in matters relating the release of a letter of credit or bond or similar financing instrument concerning El Paso International Airport leases or agreements, and to sign any and all documents necessary to complete the release of a letter of credit or bond or similar financing instrument when all work for which the letter of credit or bond or similar financing instrument was obtained has been satisfactorily completed, the warranty period for all the work has expired and the letter of credit or bond or similar financing instrument has expired and upon review by the City Attorney's Office;
- B. To act in matters related to any Airport lessee's effort to obtain financing, to include Estoppel Certificates that conform to the terms of the underlying Lease;
- C. To act in matters related to capital stock of a corporation owned by the City of El Paso through its International Airport, to include but not be limited to correction to addressee of relevant documentation;
- D. To sign agreements or other required documents granting permission to display objects, exhibits, exhibitions, and allow for performances at the El Paso International Airport as the Director deems appropriate provided that such displays do not interfere with the orderly function of government service in a City facility and does not constitute or authorize the creation of a specific public forum at any City facility, and that the cost to the City does not exceed \$50,000 per annum or an aggregate of \$100,000 on a multi-year contract and complies with all City Council approved purchasing policies as applicable;
- E. To sign any federal Transaction Agreements or other awards for reimbursement of Airport costs related to Airport operations or capital improvement projects that are approved in the City's Capital Improvement Plan;
- F. To use Federal electronic documentation systems on behalf of the Airport for the submission of all required documentation necessary for the continuation and maintenance of federal Transaction Agreements or awards for reimbursement of portions of Airport costs;
- G. To revise and replace the list of navigational facilities located on the El Paso International Airport in accordance with Article 4 of the Federal Aviation Administration Memorandum of Agreement No. DTFASW-10-L-00112, which provides land rights for the necessary navigational facilities as approved by City



Council on October 6, 2009 or the similar Agreement with a federal agency that is in place at the relevant time;

- H. To sign all El Paso International Airport ministerial contracts, including Letters of Agreement, Memorandums of Agreement, and Memorandums of Understanding with federal agencies relating to aviation activity as regulated, sponsored, or dictated by said agencies, to include the Federal Aviation Administration, the Transportation Security Administration and the National Weather Service;
- I. To sign all El Paso International Airport T-hangar agreements and other ministerial contracts, including month to month property leases that do not exceed twelve months if the underlying lease of City property has been authorized as required by the El Paso City Charter, license agreements for open space concessionaires or other operational or revenue-producing uses that do not grant use of more than 100 square feet per unit of space for terms six months or less, agreements for rights of first refusal for property leases, and telephone agreements.
- J. To sign Memorandums of Lease, and documentation regarding options to extend for any existing lease of property managed by the El Paso International Airport that has previously been approved by the City Council, provided that there are no substantive changes to the underlying lease;
- K. To sign documentation acknowledging receipt of information related to items previously presented to City Council, to include but not be limited to appraisal reports;
- L. To enter into right of entry agreements for terms no longer than one year with third parties in order for the third parties to gain access to inspect, repair, maintain or construct on City property managed by the El Paso International Airport.
- M. To temporarily extend free parking past the 10 minute time limit due to irregular operations, temporary construction, emergencies or security incidents when it will benefit Airport operations by limiting or reducing curbside vehicle activity. Such extended free parking time limit shall not exceed 30 days without authorization of City Council

2. This delegation of authority to the Director of Aviation is effective as of July 7, 2021.

3. The City Clerk shall file and maintain the originals of all documents entered into and signed pursuant to this resolution in accordance with applicable records retention requirements.

4. This delegation of authority replaces the delegation of authority granted to the Director of Aviation, or designee, by a resolution approved on March 19, 2019 and September 17, 2019.

5.

## **\*RESOLUTION**



**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;

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

**WHEREAS**, the City of El Paso desires to submit a minor boundary modification for Subzone designation application to the U.S. Foreign Trade Zone 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 for Subzone designation application be subject to the activation limit under the traditional site framework.

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

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

NW BURDETTE SURV 2 ABST #11 1.741 ACRES BTW PAISANO & DELTA W OF COLES E OF T & P R O W, City of El Paso, El Paso County, Texas, commonly known as **1630 E. Paisano, El Paso, Texas 79901.**

6.

**\*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;

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

**WHEREAS**, the City of El Paso desires to submit a minor boundary modification for Subzone designation application to the U.S. Foreign Trade Zone 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 for Subzone designation application be subject to the activation limit under the traditional site framework.

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



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

347 VISTA DEL SOL #7S, LOT 3, City of El Paso, El Paso County, Texas, commonly known as 11350 James Watt Drive, El Paso, Texas 79936.

7.

**\*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;

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

**WHEREAS**, the City of El Paso desires to submit a minor boundary modification for Subzone designation application to the U.S. Foreign Trade Zone 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 for Subzone designation application be subject to the activation limit under the traditional site framework.

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

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

540 VISTA DEL SOL #131 WLY PT OF 3 (354.04 FT ON NELY - 1151.78 FT ON SELY - 364.30 FT ON SWLY - 1044.74 FT ON NWLY}, City of El Paso, El Paso County, Texas, commonly known as 1401 Pullman Road, Unit A, El Paso, Texas 79936.

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 is authorized to sign the Consent to Assignment of the Chapter 312 Agreement between the City of El Paso and JVN Development Leasing, LLC, therein consenting to the assignment of the Chapter 312 Agreement associated with the property located at 1061 Ranger Trail Lane from JVN Development Leasing, LLC (Assignor) to Ranger TRL Investments, LLC (Assignee).



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

9.

### RESOLUTION

**WHEREAS**, natural hazards in the City of El Paso area historically have caused significant disasters with losses of life and property and natural resources damage; and

**WHEREAS**, the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

**WHEREAS**, FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

**WHEREAS**, the City of El Paso has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and human-caused hazards; and

**WHEREAS**, the El Paso County Hazard Mitigation Action Plan Update outlines a mitigation vision, with goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

#### NOW THEREFORE BE IT RESOLVED THAT:

1. The El Paso County Hazard Mitigation Action Plan Update is approved in its entirety;
2. The City of El Paso will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies;
3. The Office of Emergency Management shall inform all parties of this action, assure that the Hazard Mitigation Action Plan Update will be reviewed at least annually, and that any needed adjustments will be presented to the City Council for consideration; and
4. The City of El Paso will take such other action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Action Plan Update and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

Mr. Jorge Rodriguez, Assistant Fire Chief, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein and Lizarraga commented.

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

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



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

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

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10.

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

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

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

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

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

1109 Dona Beatriz Cir, more particularly described as Lot 17 (12870.00 Sq. Ft), Block 5, Spanish Pines #3 Subdivision, City of El Paso, El Paso County, Texas, PID #S559-999-0050-1700

to be \$434.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY FOUR AND 00/100 DOLLARS (\$434.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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



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

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

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

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

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

6609 Hermoso Del Sol Dr, more particularly described as Lot 28 (8337.00 sq. ft.), Block 12, Lomas Del Sol #2 Subdivision, City of El Paso, El Paso County, Texas, PID #L626-999-0120-2800

to be \$346.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SIX AND 50/100 DOLLARS (\$346.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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



Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

6133 Los Fuentes Dr., more particularly described as Lot 51 (10099.67 Sq. Ft.), Block 143, Chaparral Park #39 Subdivision, City of El Paso, El Paso County, Texas, PID #C340-999-1430-5100

to be \$361.97, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY ONE AND 97/100 DOLLARS (\$361.97) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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



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

6832 Marble Canyon Dr, more particularly described as Lot 1 (7541.49 SQ FT), Block 17, The Highlands #4 Subdivision, City of El Paso, El Paso County, Texas, PID #T213-999-0170-0100

to be \$367.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of August, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY SEVEN AND 50/100 DOLLARS (\$367.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

Lot 24 (PRIVATE OPEN AREA)(20599.19 SQ FT), Block 1, Spanish Courts Subdivision, City of El Paso, El Paso County, Texas, PID #S564-999-0010-2400



to be \$491.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 31st day of August, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY ONE AND 00/100 DOLLARS (\$491.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

Lot 33 (PRIVATE OPEN AREA) (4683.72 Sq. Ft.), Block 1, Spanish Courts Subdivision, City of El Paso, El Paso County, Texas, PIO #S564-999-0010-3300

to be \$324.62, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FOUR AND 62/100 DOLLARS (\$324.62) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.



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

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

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

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

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

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

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

863 Sun City Park Ct, more particularly described as Lot 10 (5933.00 Sq. Ft) , Block 24, River Park West #4 Subdivision, City of El Paso, El Paso County, Texas, PID #R576-999-0240-1000

to be \$312.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWELVE AND 00/100 DOLLARS (\$312.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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



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

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

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

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

813 Wingfoote Rd., more particularly described as Lot 18 (21000 Sq. Ft.), Block 4, Coronado Country Club Estates Subdivision, City of El Paso, El Paso County, Texas, PID #C801-999-0040-5700

to be \$1,240.42, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND TWO HUNDRED FORTY AND 42/100 DOLLARS (\$1,240.42) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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



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

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

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

Lot SWLYPTOF9(274.45FT ONNWL Y-240.28 FTONNELY-274.22FTONSELY-239.52 FTONSWLY) (65812.89 SQFT), Block 50, Milagro Hills #6 Subdivision, City of El Paso, El Paso County, Texas, PID #M425-999-0500-9050

to be \$528.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of August, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED TWENTY EIGHT AND 00/100 DOLLARS (\$528.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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



8924 N Gateway Blvd, more particularly described as Lot 29 To 32 (25800.00 Sq. Ft), Block 16, Del Norte Acres Subdivision, City of El Paso, El Paso County, Texas, PID #0361-999-0160-5700

to be \$407.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SEVEN AND 00/100 DOLLARS (\$407.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent ( 10%) interest per annum.

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

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

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

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

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

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

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

3012 Grant Ave., more particularly described as Lot 7 & W 1/2 of 8 (4500 Sq. Ft.), Block 6, Castle Heights Subdivision, City of El Paso, El Paso County, Texas, PID #C230-999-0060-3400

to be \$346.27, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of February, 2020, and approves the costs described herein.



2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SIX AND 27/100 DOLLARS (\$346.27) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

4100 Hercules Ave., more particularly described as Lot 9 to 12 EXC (ELY 100 Ft. of 9 & NLY 44 Ft. of E. 100 Ft. of 10) 83758.0 Sq. Ft., Sunrise Acres #3 Subdivision, City of El Paso, El Paso County, Texas, PID #S922-999-003A-5000

to be \$346.27, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of February, 2018, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SIX AND 27/100 DOLLARS (\$346.27) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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



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

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

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

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

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

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

5104 Hercules Ave., more particularly described as Lot 2 (6490 Sq. Ft.), Block 3, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0030-0700

to be \$361.97, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY ONE AND 97/100 DOLLARS (\$361.97) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, CINNAMONBAILEY I 715, LLC SERIES A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the



owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

6319 Normandy Dr, more particularly described as Lot 65(6394. 70 SQ FT), Block 3, Normandy Subdivision, City of El Paso, El Paso County, Texas, PID #N345-999-0030-1700

to be \$397.15, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of March, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY SEVEN AND 15/100 DOLLARS (\$397.15) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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



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

8300 Solar Pl, more particularly described as Lot 243(10790 sq. ft.), Block 15, Park Foothills Subdivision, City of El Paso, El Paso County, Texas, PID #P324-999-0150-4100

to be \$357.10, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of May, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY SEVEN AND 10/100 DOLLARS (\$357.10) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

4310 Oxford Ave, more particularly described as Lot 27 & W 1/2 of 26(5250.00 SQ Ft.), Block 75, Government Hill Subdivision, City of El Paso, El Paso County, Texas, PID #0569-999-0750-7900



to be \$316.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTEEN AND 50/100 DOLLARS (\$316.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

124 S. Carolina Dr., more particularly described as Lot TR 6-C-2 (0.18 AC) & TR 5-B-3 (0.09 AC) (0.27 AC), Block 26, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805- 999-0260-0617

to be \$410.14, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TEN AND 14/100 DOLLARS (\$410.14) to be a lien on the above described property, said amount being due and payable within ten (10)



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

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

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

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

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

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

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

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

3016 E Glen Dr, more particularly described as Lot S 63.33 Ft Of N 166.99 Ft Of W 120 Ft Of 1 (7599.60 Sq. Ft), Block 2, East Glen #1 Subdivision, City of El Paso, El Paso County, Texas, PID #E054- 999-0020-0130

to be \$469.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIXTY NINE AND 00/100 DOLLARS (\$469.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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



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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, CUDWORTH, FERNANDA M(LE) & ROBERT & 3, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

7195 Granite Rd., more particularly described as Lot 15 (5767 Sq. Ft.), Block 4, Jewel Subdivision, City of El Paso, El Paso County, Texas, PID #J272-999-0040-5700

to be \$410.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TEN AND 00/100 DOLLARS (\$410.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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



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

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

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

3441 Kirkwall Rd., more particularly described as Lot S 6 Ft. of 15 & 16 EXC S 5 Ft. (5050 Sq. Ft.), Block 5, Scotsdale Subdivision, City of El Paso, El Paso County, Texas, PID #S225-999-0050-4600

to be \$327.87, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SEVEN AND 87/100 DOLLARS (\$327.87) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, 5100 E PAISANO LLC,, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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



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

5100 E. Paisano Dr., more particularly described as Lot W Pt. of BLK (29.84 & 142.28 Ft. on Paisano 293.90 Ft. on E 186.17 Ft. on S 299.73 Ft. on Barcelona) (1.2203 AC), Block 41, Clardy Fox Subdivision, City of El Paso, El Paso County, Texas, PID #C622-999-0410-0500

to be \$651.54, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED FIFTY ONE AND 54/100 DOLLARS (\$651.54) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

3100 Red Sails Dr, more particularly described as Lot 14 (7842 Sq. Ft), Block 110, Pebble Hills # 14 Subdivision, City of El Paso, El Paso County, Texas, PID #P654-999-1100-2700



to be \$335.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$335.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

6021 Tampa Ave, more particularly described as Lot 24, Block 16, Womble Subdivision, City of El Paso, El Paso County, Texas, PID #W813-999-0160-7000

to be \$379.75, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY NINE AND 75/100 DOLLARS (\$379.75) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.



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

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

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

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

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

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

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

10716 Jadestone St., more particularly described as Lot 19, Block 6, Shearman #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S363-999-0060-3700

to be \$1,687.49, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of December, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND SIX HUNDRED EIGHTY SEVEN AND 49/100 DOLLARS (\$1,687.49) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, FALCON, TOMAS I. & GAMBOA TOMAS F., referred to as owner, regardless of number, of the



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

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

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

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

5994 Joe Manago St., more particularly described as Lot 11 (5087 .00 Sq. Ft.), Block 6, Painted Dunes #3 Subdivision, City of El Paso, El Paso County, Texas, PID #P082-999-0060-1100

to be \$346.27, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SIX AND 27/100 DOLLARS (\$346.27) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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



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

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

10373 Kellogg St., more particularly described as Lot 2 (7943 Sq. Ft.), Block 59, Sun Valley #6 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0590-0500

to be \$424.21, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY FOUR AND 21/100 DOLLARS (\$424.21) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

5625 Kensington Cir., more particularly described as Lot 9, Block 100, Sun Valley #10 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-1000-2500



to be \$390.66, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY AND 66/100 DOLLARS (\$390.66) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

10600 Michelle Ln, more particularly described as Lot 43(7878 SQ FT), Block 27, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0270-8500

to be \$346.27, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SIX AND 27/100 DOLLARS (\$346.27) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.



3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

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

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

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

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

5725 Sherbrooke Ave, more particularly described as Lot 16 (6500 Sq. Ft), Block 3, Colonia Monterrey Subdivision, City of El Paso, El Paso County, Texas, PID #C737-999-0030-3100

to be \$398.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY EIGHT AND 00/100 DOLLARS (\$398.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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



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

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

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

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

5204 Sun Valley Dr, more particularly described as Lot 42, Block 20, Sun Valley #3 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0200-4200

to be \$351.10, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of March, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIITY ONE AND 10/100 DOLLARS (\$351.10) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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



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

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

3436 Bunker Forge Pl., more particularly described as Lot 41 (9310.44 Sq. Ft.), Block 50, Vista Real #4 Subdivision, City of El Paso, El Paso County, Texas, PID #V927-999-0500-4100

to be \$358.18, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED Fifty EIGHT AND 18/100 DOLLARS (\$358.18) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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



8820 Alameda Ave., more particularly described as Lot 4-D ( 1.42 AC) & 4-D-1 (0.11 AC) & 4-C-A (0.27 AC) & 4-C-B (0.16 AC) (0.96 AC), Block 39, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-039B-0401

to be \$321.38, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY ONE AND 38/100 DOLLARS (\$321.38) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

9725 Galilee Dr., more particularly described as Lot 18 (10894.00 Sq. Ft.), Block 14, Vista Del Prado #3 Subdivision, City of El Paso, El Paso County, Texas, PID #V887-999-0140-3500

to be \$343.03, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 31st day of January, 2020, and approves the costs described herein.



2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 03/100 DOLLARS (\$343.03) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

9736 Galilee Dr., more particularly described as Lot 16 (11361 Sq. Ft.), Block 14, Vista Del Prado #3 Subdivision, City of El Paso, El Paso County, Texas, PID #V887-999-0140-3100

to be \$343.03, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 31st day of January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 03/100 DOLLARS (\$343.03) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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



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

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

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

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

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

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

8613 Joaquin Ct, more particularly described as Lot 4, Block 3, Capistrano Subdivision, City of El Paso, El Paso County, Texas, PID #C118-999-0030-0700

to be \$347.90, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of May, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SEVEN AND 90/100 DOLLARS (\$347.90) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, RAGO, JEFF D, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due



notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

8613 Joaquin Ct., more particularly described as Lot 4, Block 3, Capistrano Park Subdivision, City of El Paso, El Paso County, Texas, PID #C118-999-0030-0700

to be \$327.87, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SEVEN AND 87/100 DOLLARS (\$327.87) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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



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

Lot REPLAT 1 LOT 9 (1.01 ACRES), Block 1, Hawaiian Estates #2 Subdivision, City of El Paso, El Paso County, Texas, PID #H186-999-0010-3300

to be \$2,418.18, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO THOUSAND FOUR HUNDRED EIGHTEEN AND 18/100 DOLLARS (\$2,418.18) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

148 Whitney Way, more particularly described as Lot 6, Pulliam Subdivision, City of El Paso, El Paso County, Texas, PID #P947-999-0010-5100

to be \$344.65, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of May, 2020, and approves the costs described herein.



2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 65/100 DOLLARS (\$344.65) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

551 Cora Pl., more particularly described as Lot 13 TR 13, Block C, Christy Subdivision, City of El Paso, El Paso County, Texas, PID #C454-999-000C-5600

to be \$365.76, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17<sup>th</sup> day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY FIVE AND 76/100 DOLLARS (\$365. 76) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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



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

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

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

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

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

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

608 Cora PL, more particularly described as Lot 5(4302.32 SQ Ft.), Block 1, Sombra Del Rio Subdivision, City of El Paso, El Paso County, Texas, PID #S542-999-0010-0500

to be \$339.78, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of May, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount HREE HUNDRED THIRTY NINE AND 78/100 DOLLARS (\$339.78} to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, CASAS DIAMANTINA LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply



with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

569 Gallagher St, more particularly described as Lot 5 (22088. 70 Sq. Ft), Block I, Linda Vista Gardens Subdivision, City of El Paso, El Paso County, Texas, PID #L362-999-0010-1100

to be \$494.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14<sup>th</sup> day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY FOUR AND 50/100 DOLLARS (\$494.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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



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

605 Greggerson Dr., more particularly described as Lot TR 3 (8444.00 Sq. Ft.), Seale Subdivision, City of El Paso, El Paso County, Texas, PID #S307-999-0010-2300

to be \$353.85, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY THREE AND 85/100 DOLLARS (\$353.85) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

7570 Hacienda Ave., more particularly described as Lot 16, Block 2, Hacienda Heights #1 Subdivision, City of El Paso, El Paso County, Texas, PID #H012-999-0020-3100



to be \$343.03, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 03/100 DOLLARS (\$343.03) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

7599 Hacienda Ave., more particularly described as Lot 22, Block 1, Hacienda Heights #1 Subdivision, City of El Paso, El Paso County, Texas, PID #H012-999-0010-4300

to be \$353.85, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIITY THREE AND 85/100 DOLLARS (\$353.85) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.



3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

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

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

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

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

7517 Hermosillo Dr., more particularly described as Lot 9, Block 13, Hacienda Heights #2 Subdivision, City of El Paso, El Paso County, Texas, PID #H012-999-0130-2500

to be \$380.91, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY AND 91/100 DOLLARS (\$380.91) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, BROKER, SALOMON, referred to as owner, regardless of number, of the hereinafter described



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

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

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

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

7941 Knights Dr A-C, more particularly described as Lot 32 EXC SELY COR(161.06 FT ON ST 134.81 FT ON W-141.54 FT ON N-117.50 FT ON E)(34452.91 SQ FT), Block 30, Thomas Manor #10 Subdivision, City of El Paso, El Paso County, Texas, PIO #T240- 999-0300-6300

to be \$549.24, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED FORTY NINE AND 24/100 DOLLARS (\$549.24) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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



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

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

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

7820 Mustang Ave., more particularly described as Lot 6 6100 Sq. Ft., Block 9, Ranchland Hills Subdivision, City of El Paso, El Paso County, Texas, PID #R200-999-0090-2100

to be \$358.18, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY EIGHT AND 18/100 DOLLARS (\$358.18) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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



8866 Roseway Dr, more particularly described as Lot 33 (4646 Sq. Ft), Franklin Place Tr Subdivision, City of El Paso, El Paso County, Texas, PID #F613-999-0010-6700

to be \$333.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 50/100 DOLLARS (\$333.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

1730 Bassett Ave., more particularly described as Lot 17 to 28, Block 68, Cotton Subdivision, City of El Paso, El Paso County, Texas, PID #C849-999-0680-4800

to be \$333.28, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 28/100 DOLLARS (\$333.28) to be a lien on the above described property, said amount being due and payable



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

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

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

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

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

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

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

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

4020 Hacienda Roja Dr., more particularly described as Lot 33 (9025.55 Sq. Ft.), Block 3, Haciendas San Miguel #1 Subdivision, City of El Paso, El Paso County, Texas, PID #H013-999-0030-3300

to be \$431.79, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY ONE AND 79/100 DOLLARS (\$431. 79) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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



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

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

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

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

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

700 S Martinez St, more particularly described as Lot A (1875 SQ Ft.), Block 44, Woodlawn Subdivision, City of El Paso, El Paso County, Texas, PID #W886-999-0440-0100

to be \$312.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWELVE AND 00/100 DOLLARS (\$312.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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



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

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

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

Lot 20-A (194.252 Ac) & 20-C (2.018 Ac) (196.27 Ac), Block, Barker Surv 10 Abst #7 Subdivision, City of El Paso, El Paso County, Texas, PIO #X010-999-0000-2000

to be \$652.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED FIFTY TWO AND 50/100 DOLLARS (\$652.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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



3706 E San Antonio Ave, more particularly described as Lot S PT OF 12 & 13(53.85 FT ON N 60 FT ON E 50 FT ON S 40 FT ON W), Block 23, Woodlawn Subdivision, City of El Paso, El Paso County, Texas, PID #W886-999-0230-3100

to be \$400.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of August, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED AND 00/100 DOLLARS (\$400.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

11.

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

**A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR LOTS 1 and 2, BLOCK 35, COLONIA VERDE #6, 10001 and 10005 DYER STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.150. THE PENAL TY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**WHEREAS**, Beckcross Properties, LLC, {the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval as per Section 20.04.150. The detailed site development plan is subject to the development standards in the C-1/c/sc (Commercial/conditions/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.

**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 construct a convenience store with gas pumps, with a 20-foot setback along the northerly property line and height limitation to one



story as required under the C-1/c (Commercial/condition) District as per Section 20.04.150, on the following described property which is located in a C-1/c (Commercial/condition) District:

Lots 1 and 2, Block 35, Colonia Verde #6, 10001 and 10005 Dyer Street, 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 C-1/c/sc {Commercial/conditions/special contract) District regulations. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the C-1/c/sc (Commercial/conditions/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.

12.

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

**A RESOLUTION THAT THE CITY OF EL PASO CONSENTS TO THE HORIZON REGIONAL MUNICIPAL UTILITY DISTRICT REQUEST TO SERVE AND ANNEX CERTAIN PROPERTY LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF EL PASO, TEXAS.**

**WHEREAS**, the Horizon Regional Municipal Utility District ("District") is a Municipal Utility District which exists under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Constitution of Texas, the Code Chapters, and/or the act; and

**WHEREAS**, the District has received a request from the landowners of the property described in Exhibit "A" attached hereto ("Property") to be annexed and included in the District; and

**WHEREAS**, the District has submitted a request to the City of El Paso for its consent to annex the Property into the District, see Exhibit "B" attached hereto; and

**WHEREAS**, the Property is located in the Extraterritorial Jurisdiction of the City of El Paso, Texas; and

**WHEREAS**, El Paso Water Utilities is unable to provide water and sewer service to the Property and does not object to the annexation of the Property into the District, see Exhibit "B" attached hereto; and



**WHEREAS**, pursuant to Chapter 54 of the Texas Water Code and Chapter 42 of the Texas Local Government Code, a resolution authorizing such annexation/inclusion of the Property in the District must be passed by the City Council prior to inclusion of such land in the District; and

**WHEREAS**, the District's request was presented to the City Plan Commission for its review and made recommendation in favor of the request; and

**WHEREAS**, the City Council has determined that it is in the best interest of the citizenry for the City to consent to the annexation and inclusion of the Property into the District.

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

Pursuant to the provisions of Chapter 54 of the Texas Water Code and Chapter 42 of the Texas Local Government Code, the City of El Paso, Texas hereby consents to the inclusion of the Property in the Horizon Regional Municipal Utility District.

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

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

**WHEREAS**, pursuant to Section 33.011(j)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and interest on a delinquent tax of the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date; and

**WHEREAS**, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(j)(1) must be made before the 181st day after the delinquency date; and

**WHEREAS**, pursuant to Section 33.011(d) of the Tax Code, taxpayer, JESSICA & ISAIAS MALDONADO ("Taxpayer") requested a waiver of penalties and interest on March 15, 2021, before the 181st day after the delinquency date, in the amount of \$297.13 for the 2020 delinquent taxes for the property with the following legal description:

5 LAS PAMPAS #1 LOT 7 (21780 SQ FT)

**WHEREAS**, taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date.

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



**THAT** the Taxpayer JESSICA & ISAIAS MALDONADO, have met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2020 delinquent taxes pursuant to Section 33.011(j)(1) of the Tax Code in the amount of \$297.13, for the property with the following legal description:

5 LAS PAMPAS #1 LOT 7 (21780 SQ FT).

14.

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

**WHEREAS**, the City of El Paso, as trustee, acquired title to the properties described below by Sheriff's Tax Deed because no bids were received when the properties were offered for sale and the officer making the sale bid the properties off to the City of El Paso, all in accordance with Section 34.01 of the Texas Property Tax Code; and

**WHEREAS**, the City of El Paso desires the sheriff of El Paso County to sell said properties in accordance with Section 34.05, subsections ( c ) and ( d ) of the Texas Property Tax Code;

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

**THAT** the City of El Paso hereby requests the sheriff of El Paso County to sell in accordance with Section 34.05 subsections ( c ) and ( d ) of the Texas Property Tax Code the parcels of property described in attached Exhibit "A";

**EXHIBIT "A"**

Suit No. 2012DTX03275

Lot 23, Block 23, Thomas Manor Addition, Unit 9, an addition to the City of El Paso, El Paso County, Texas, according to the map or plat thereof, recorded in Volume 29, Page 6, Map Records of El Paso County, Texas.

Acct. No. T24099902304500

Suit No. 2013DTX0708

Tract 23-B, Block 46, Ysleta Grant, El Paso County, Texas, as described in Volume 867, Page 1364, Official Public Records of Real Property of El Paso County, Texas; SAVE & EXCEPT however, that certain 0.033 acre tract described in Volume 3159, Page 1519, Official Public Records of Real Property of El Paso County, Texas.

Acct No. Y805999046C2305 and Y805999046C2306

Suit No. 2014DTX0873

Lot 20, Block 18, Chaparral Park Addition, Unit Four, an addition to the City of El Paso, El Paso County, Texas, according to the map or plat thereof, recorded in Volume 27, Page 10, Plat Records of El Paso County, Texas.

Acct No. C34099901803900

Suit No. 2015DTX0269 Tr.1

Lot 25, Block 20, Bassett Addition, an addition to the City of El Paso, El Paso County, Texas, as described in Volume 1754, Page 227, Deed Records of El Paso County, Texas.

Acct No. B20299902007100



Suit No. 2015DTX0269 Tr.2  
Lot 26, Block 20, Bassett Addition, an addition to the City of El Paso, El Paso County, Texas, as described in Volume 1452, Page 467, Deed Records of El Paso County, Texas.  
Acct No. B20299902007300

Suit No. 2017DTX0086  
Lot 19, Block 1, Monte Cito Addition, First Supplemental Map, an addition to the City of El Paso, El Paso County, Texas, according to the map or plat thereof, recorded in Volume 7, Page 10, Plat Records of El Paso County, Texas.  
Acct. No. M65199900107300

Suit No. 2017DTX1447 (2007TX056)  
Lots 14 and 15, Block 6, Hughes Subdivision, an addition to the City of El Paso, El Paso County, Texas, as described in Clerk's File #20080073277, Official Public Records of Real Property of El Paso County, Texas.  
Acct. No. H86399900602200

Suit No. 2018DTX0391  
The North Portion of Lot 22, (25 ft. on the North, 45.09 ft. on the East, 25.32 ft. on the South, 42.15 ft. on the West), Block 12, Sunset Heights, an Addition to the City of El Paso, El Paso County, Texas. as described in Volume 552, Page 1, Deed Records of El Paso County, Texas.  
Acct. No. S97999901203400

Suit No. 2018DTX0737  
Lot 14, Block 36, Sun Valley Addition, Section 5, an addition to the City of El Paso, El Paso County, Texas, according to the map or plat thereof, recorded in the back of Book 840, Deed Records of El Paso County, Texas.  
Acct. No. S81699903604000

Suit No. 2019DTX0152  
Lot 26 and the East 8 1/3 feet of Lot 27, Block 16, Highland Park Addition, an addition to the City of El Paso, El Paso County, Texas, as described in Clerk's File #20180059317, Official Public Records of Real Property of El Paso County, Texas.  
Acct No. H45399901608100

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

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

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15. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Mark C. Walker to the Ethics Review Commission by Representative Isabel Salcido, District 5.
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#### **Goal 8: Nurture and Promote a Healthy, Sustainable Community**

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16. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Paul Andrew De La Peña to the Community Development Steering Committee by Representative Peter Svarzbein, District 1
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17. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Jose Torres to the Community Development Steering Committee by Representative Claudia L. Rodriguez, District 6.

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**CONSENT AGENDA - BOARD APPOINTMENTS:**  
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**Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development**  
.....

18. \*Motion made, seconded, and unanimously carried to **APPOINT** Mayra Maldonado to the Committee on Border Relations by Representative Cassandra Hernandez, District 3.

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

19. \*Motion made, seconded, and unanimously carried to **APPOINT** Angela Jimenez to the Historic Landmark Commission by Representative Claudia L. Rodriguez, District 6.

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

20. \*Motion made, seconded, and unanimously carried to **APPOINT** Casey Mangan as a Regular Member to the Fair Housing Task Force by Representative Cissy Lizarraga, District 8.

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

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

21. \*Motion made, seconded, and unanimously carried to **APPROVE** the tax refund listed below and posted on the attachment with this agenda:

1. Gerardo Spears Jr., in the amount of \$3,000.00, made an overpayment on June 3, 2021 of 2020 taxes. (Geo. # S816-999-0230-8200)

22. \*Motion made, seconded, and unanimously carried to **APPROVE** the tax refund listed below and posted on the attachment with this agenda:

1. Sierra Title Co., in the amount of \$38.99, made an overpayment on May 8, 2017 of 2016 taxes. (Geo. # K970-000-0010-0200)

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

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

23. \*Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2021-1117 Fertilizer (Re-Bid II) to the Justin Seed Company for a three (3) year initial term estimated amount of \$86,772.60. The award also includes a two (2) year option for an estimated amount of \$57,848.40. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$144,621.00. This contract will provide fertilizer products, needed for the city's parks.



Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: A decrease of \$167,174.40 for the initial term, which represents a 66% decrease due to a reduction in quantities for one of the items being awarded.

Department:	Streets and Maintenance
Vendor:	Justin Seed Co.
	Justin, TX
Items:	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$28,924.20
Initial Term Estimated Award:	\$86,772.60 (3 years)
Total Estimated Award:	\$144,621.00 (5 years)
Account No.:	451 - 1000 - 51295 - 531130 - P5120
Funding Source:	General Fund
Districts:	All

This is a Low Bid, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Justin Seed Co. for all lines.

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

.....  
**REGULAR AGENDA-MEMBERS OF THE CITY COUNCIL**  
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.....  
**Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments**  
.....

24.

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

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

That the City Council acknowledges the donations from El Paso Electric totaling \$1,000 dollars and from Marathon Petroleum totaling \$1,000 dollars used towards costs associated with the Parks and Recreations Department Father's Day Picnic; and

That the City Council declares that the expenditure of District 2 discretionary funds in the amount of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) was paid towards the costs of the "Parks and Recreations Department Father's Day Picnic" event, which was to provide an opportunity for seniors who attend District 2 Centers a safe way to celebrate Father's Day, and constitutes an important municipal purpose that is a benefit to the City and citizens of El Paso, is authorized; and



That the City Manager be authorized to sign contracts as approved by the City Attorney, and to appropriate and ensure that the funds are properly expended for the municipal purpose.

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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### **CALL TO THE PUBLIC – PUBLIC COMMENT**

Mr. Ismael Herrera, citizen, commented.

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

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried that the following Ordinances, having been introduced pursuant to Section 3.9 of the El Paso City Charter, be **ADVERTISED** for public hearing:

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

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- 25.** An Ordinance amending the City of El Paso's Comprehensive Plan, "Plan El Paso".

Representatives Svarzbein and Hernandez commented.

The following members of City staff commented:

1. Mr. Tommy Gonzalez, City Manager
2. Mr. Philip Etiwe, Planning and Inspections Director
3. Ms. Karina Brasgalla, Senior Planner

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### **PUBLIC HEARING WILL BE HELD ON JULY 20, 2021 FOR ITEM 25**

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- 26.** An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for a Tract of land situated in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso, County, Texas; said Tract being part of Lots 1 & 2, Block 2, A & M Addition, an addition to the City of El Paso according to the plat recorded in Volume 45, Page 10 of the Official Public Records of El Paso County, Texas; said Tract being part of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012761 of said Official Public Records; said Tract also being all of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012760 of said Official Public



Records; said Tract also being part of Parcel 1 and all of Parcel 2 described in Deed Of Trust recorded in Instrument No. 20190062708 of said Official Public Records, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial. Subject Property: 9641 North Loop Dr. and 215 Sofia Pl. Applicant: Kimley-Horn and Associates, Inc. PLCP21-00001

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27. An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as all of Tract 19B, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial. Subject Property: 551 Inglewood Dr.  
Applicant: Inglewood Properties, LLC PLCP21-00002

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28. An Ordinance changing the zoning of Tract of land situated in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso, County, Texas; said Tract being part of Lots 1 & 2, Block 2, A & M Addition, an addition to the City of El Paso according to the plat recorded in Volume 45, Page 10 of the Official Public Records of El Paso County, Texas; said Tract being part of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012761 of said Official Public Records; said Tract also being all of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012760 of said Official Public Records; said Tract also being part of Parcel 1 and all of Parcel 2 described in Deed of Trust recorded in Instrument No. 20190062708 of said Official Public Records, City of El Paso, El Paso County, Texas from A-2/sc (Apartment/special contract) to C-4/sc (Commercial/special contract) 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: 9641 North Loop Drive and 215 Sofia Place Applicant: Kimely-Horn and Associates, Inc. PZRZ21-00005

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29. An Ordinance changing the zoning of Tract 19B, Block 2, Ysleta Grant El Paso, City of El Paso, El Paso County, Texas (Ysleta Grant Map, Block 2, December 1929) from R-F (Ranch-Farm) to C-4/c (Commercial/condition) 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: 551 Inglewood Drive Applicant: Inglewood Properties, LLC PZRZ21-00006

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30. An Ordinance changing the zoning of the property described as a portion of Tract 10-2, A.F. Miller Survey No. 211, 125 Belvidere Street, City of El Paso, El Paso County, Texas from R-3 (Residential) and A-O (Apartment/Office) to S-D (Special Development), pursuant to Section 20.04.360, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for front and rear yard setback reductions as permitted in the S-D (Special Development) zone district. 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: 125 Belvidere Street Applicant: City of El Paso PZRZ21-00008

31. An Ordinance changing the zoning of Lot 1, Block 35, Colonia Verde #6, 10005 Dyer Street, City of El Paso, El Paso County, Texas, From C-2/C/SC (Commercial/condition/special contract) to C-1/C/SC (Commercial/condition/special contract). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 10005 Dyer Street Applicant: Beckcross Properties, LLC PZRZ20-00027

**PUBLIC HEARING WILL BE HELD ON AUGUST 3, 2021 FOR ITEMS 26 THROUGH 31**

32. An Ordinance granting a Special Privilege License to El Paso Independent School District for the maintenance, use and repair of an existing underground tunnel encroaching within a portion of Arizona Avenue between Kansas Street and Stanton Street; setting the license for a term of fifteen years (15) with one (1) renewable fifteen (15) year term. Subject Property: 1014 N. Stanton Applicant: El Paso Independent School District NESV2018-00014

33. An Ordinance authorizing the dedication for the use of the public as right-of-way 10.1947 acres of land legally described as a 10.1947 acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of sections 22 and 23, Block 80, Township 2, Texas & Pacific Railway Company Surveys.

Subject Property: South of Liberty Expressway and West of Purple Heart Highway  
Applicant: City of El Paso (El Paso International Airport) SURW21-00005

**PUBLIC HEARING WILL BE HELD ON JULY 20, 2021 FOR ITEMS 32 & 33**

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

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

**34. 1<sup>ST</sup> MOTION**

Motion made by Representative Annello, seconded by Representative Rodriguez, and unanimously carried to **AWARD** Solicitation 2021-1200 Liz Morayma Park Improvements to Horizone Construction I, Ltd. for an estimated award of \$1,153,900.14. This project consists of irrigation improvements that will connect to the existing irrigation system mainline. Additionally, there will be installation of 1 futsal court and 1 futsal/roller derby court, a new green sod area, a screening area, trees, shrubs, landscaping, and park amenities on new park area.

Department: Capital Improvement  
Award to: Horizone Construction I, Ltd. El Paso, TX  
Item(s): Base Bid I, Additive Alternate I & Additive Alternate II  
Initial Term: 330 Consecutive Calendar Days



Base Bid I: \$1,103,000.00  
Additive Alternate I: \$7,671.92  
Additive Alternate II: \$43,228.22  
Total Estimated Award: \$1,153,900.14  
Funding Source: 2019 Capital Plan  
Account: 190-4745-38290-580270-PCP19PRK01  
District: 2

This is a Low Bid procurement, unit price contract.

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

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

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

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

Motion made by Representative Hernandez, seconded by Representative Annello, and unanimously carried to **RECONSIDER** the item.

## **3<sup>RD</sup> AND FINAL MOTION**

Motion made by Representative Annello, seconded by Representative Hernandez, and unanimously carried to **POSTPONE** the item for **TWO WEEKS**.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

- 
- 35.** Motion made by Representative Molinar, seconded by Representative Hernandez, and unanimously carried to **AWARD** Solicitation 2021-1349 Joey Barraza and Vino Memorial Park Phase II (Re-Bid) to ALLEN CONCRETE, LLC. for an estimated award of \$4,337,201.78. The project consists of the addition of a dog park and one soccer field



addition to the existing park. The improvements lie between Joey Barraza and Vino Memorial Park (formerly known as Northeast Regional Park).

Department: Capital Improvement  
Award to: ALLEN CONCRETE, LLC El Paso, Texas  
Item(s): Base Bid and Additive Alternate I  
Initial Term: 360 Consecutive Calendar Days  
Base Bid I: \$ 1,706,980.75  
Additive Alternate I: \$ 2,630,221.03  
Total Estimated Award: \$ 4,337,201.78  
Funding Source: 2012 Quality of Life Bond Parkland Dedication and Texas Wildlife Grant  
Account: 190-4800-29010-580270-PCP13PRKA21 190-4800-29010-580270-PCP13PRKA22 190-4800-29010-580270-PCP13PRKA23A 451-2670-51440-580270-GS51170033

District: 4

This is a Low Bid procurement, unit price contract.

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

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

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

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

Mr. Gerald DeMuro, Capital Improvement Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Molinar commented.

AYES: Representatives Svarzbein, Anello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

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**36. 1<sup>ST</sup> MOTION**

Motion made by Representative Lizarraga, seconded by Representative Rodriguez, and carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 9:54 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 – CONSULTATION WITH ATTORNEY to discuss the item.

AYES: Representatives Svarzbein, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: Representatives Annello and Hernandez

**2<sup>ND</sup> MOTION**

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and carried and unanimously carried to **ADJOURN** the Executive Session at 10:54 a.m. and **RECONVENE** the meeting of the City Council, during which time the following motion was made.

**3<sup>RD</sup> AND FINAL MOTION**

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Hernandez, and carried to **POSTPONE FOR TWO WEEKS** the award of Solicitation No. 2021-0806R Benefit Consulting Services to HUB International Texas, Inc., for an initial term of five (5) years for an estimated amount of \$534,600.00. The award also includes, two (2), two (2) year options for an estimated amount of \$427,680.00. The total contract value is, including the initial term plus options is nine (9) years, for an estimated amount of \$962,280.00. This contract will allow the City of El Paso to obtain general benefit consulting advice.

Contract Variance:

Staff is recommending that Council award the contract at the same amount awarded in 2012. Consequently, there is no increase and/or variance from the 2012 contracts.

Department:	Human Resources
Award to:	HUB International Texas, Inc. Fort Worth, TX
Item(s):	All
Initial Term:	5 years
Option to Extend:	2 terms of 2 years
Annual Estimated Award:	\$ 106,920.00
Initial Term Estimated Award:	\$ 534,600.00 (5 years)
Option Term Estimated Award:	\$ 427,680.00 (4 years)
Total Estimated Award:	\$ 962,280.00 (9 years)
Account No.:	209-3500-14045-521160-P1414
Funding Source:	Self Insurance Fund
District(s):	All

This is a Request for Proposal, requirements contract. The Purchasing & Strategic Sourcing and the Human Resources Departments recommend award as indicated to HUB International Texas, Inc., the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed

Mr. Bruce Collins, Director of Purchasing & Strategic Sourcing, presented a PowerPoint presentation (copy on file in the City Clerk's Office).



Ms. Karla Nieman, City Attorney, commented.

AYES: Representatives Svarzbein, Anello, Hernandez, Molinar, and Rivera

NAYS: Representatives Salcido, Rodriguez, and Lizarraga

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

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37. Motion made by Representative Hernandez, seconded by Representative Molinar, and unanimously carried to **AWARD** Solicitation 2021-1146 Hondo Pass Citizen Collection Station to PERIKIN ENTERPRISES, LLC for an estimated award of \$2,247,463.12. This project consists of the construction of a new Citizen's Collection Station that includes HMAC and concrete roadways, cast-in place-retaining walls, HMAC paved parking lot, electrical services, and light poles. In addition to two new metal buildings.

Department: Capital Improvement  
Award to: PERIKIN ENTERPRISES, LLC  
Albuquerque, NM  
Item(s): Base Bid I  
Initial Term: 210 Consecutive Calendar Days  
Base Bid I: \$2,247,463.12  
Total Estimated Award: \$2,247,463.12  
Funding Source: Environmental Services Department Fiscal Year 21 Capital Projects  
Account: 334-3150-34100-580270-PESD00210  
District: 4

This is a Low Bid procurement, unit price contract.

The Purchasing and Strategic Sourcing and Capital Improvement Departments recommend award as indicated to PERIKIN ENTERPRISES, LLC, the lowest responsive and responsible bidder.

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

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

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

Mr. Gerald DeMuro, Assistant Director of Capital Improvement, presented a PowerPoint presentation (copy on file in the City Clerk's Office).



Representative Molinar commented.

AYES: Representatives Svarzbein, Anello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

- 
- 38.** Motion made by Representative Rivera, seconded by Representative Rodriguez, and unanimously carried to **AWARD** Solicitation No. 2021-0026 Central Business District, Phase IV to LESNA CONSTRUCTION, INC. for an estimated award of \$12,736,130.53. The Project consists of Roadway and Parkway improvements in Campbell Street, Kansas Street, Father Rahm Avenue, Oregon Street and 6th Avenue. The improvements will also include Storm Water, Water and Sanitary Sewer Improvements.

Department: Capital Improvement  
Award to: LESNA CONSTRUCTION, INC.  
El Paso, TX  
Items: All  
Initial Term: 415 Standard Workweek Days  
Base Bid I: \$ 9,954,578.03  
Base Bid II: \$ 1,468,011.00  
Base Bid III: \$ 1,046,339.50  
Base Bid IV: \$ 267,202.00  
Total Estimated Award: \$12,736,130.53  
Account No.: 190-4950-38170-580160-PCP19TRAN03 999-4710-99999-580230- PCP19TRAN03 190-4970-38030-580230-PCP19TRAN03  
Funding Source: 2009 Certificates of Obligation, Federal Highway Administration and El Paso Water Utilities  
District: 8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to LESNA CONSTRUCTION, INC. the lowest responsive and responsible bidder.

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

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

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which



are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

Ms. Yvette Hernandez, CID Grant Funded Programs Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein and Hernandez commented.

AYES: Representatives Annello, Hernandez, Molinar, Rodriguez, and Rivera

NAYS: Representative Svarzbein

ABSTAIN: Representative Lizarraga

NOT PRESENT FOR THE VOTE: Representative Salcido

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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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**39. ORDINANCE 019204**

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF TRACT 1J3, 1J1B, AND 1K2, BLOCK 10, AND A PORTION OF TRACT 1H, BLOCK 10, UPPER VALLEY GRANT SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND P-R I/C (PLANNED RESIDENTIAL I/CONDITIONS) TO G-MU (GENERAL-MIXED USE) AND G-MU/C (GENERAL-MIXED USE/CONDITIONS) AND APPROVING A MASTER ZONING PLAN. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Rodriguez, Rivera, and Lizarraga

NAYS: None

NOT PRESENT: Representative Salcido

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

- 
- 40.** \*Motion made, seconded, and unanimously carried to **POSTPONE FOUR WEEKS** an Ordinance granting Special Permit NO. PZST21-00008, to allow for a 55' Ground-Mounted Personal Wireless Service Facility on the property described as a portion of Tracts 9B, 9C, and 10A, Block 48, Ysleta Grant, 9100 Alameda Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.455 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. **THIS IS AN APPEAL.**



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: 9100 Alameda Avenue Applicant: Verizon c/o Les Gutierrez, PZST21-00008

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**REGULAR AGENDA – OTHER BUSINESS:**

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

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41.

**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 Memorandum of Understanding in a form substantially similar to the attached document between the CITY OF EL PASO (the "City") and the EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD ("EPWater") by which EPWater will transfer approximately 306 acres of land to the City for \$1,331,250.00 to allow the City to construct public safety facilities ("Facilities Parcel"). Further the City and EPWater agree to collaborate for the preservation of an additional approximate 1,200 acres of land generally located to the north and west of the Facilities Parcel.

Mr. Gerald DeMuro, Capital Improvement Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Svarzbein, Hernandez and Molinar commented.

The following City staff members commented:

1. Ms. Karla Nieman, City Attorney
2. Ms. Elizabeth Triggs, Strategic Partnerships Officer
3. Mr. Sam Rodriguez, Chief Operations and Transportation Officer

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

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello, and unanimously carried to **DIRECT** staff to work with El Paso Water Utilities to include a conservation easement on the 1,200 acres of land generally located to the north and west of the Facilities Parcel and remaining 300 acres of land.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

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

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga



NAYS: None

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

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- 42.** Discussion, update, and action on the regular session of the 87th Texas Legislature and its future special legislative sessions.

Ms. Elizabeth Triggs, Strategic Partnerships Officer, introduced the item and Mr. Snapper Carr, General Counsel, Focused Advocacy, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Svarzbein, Annello and Molinar commented.

Ms. Lupe Cuellar, Legislative Attorney, provided legal advice.

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

Motion made by Representative Annello, seconded by Representative Svarzbein, and carried to **OPPOSE** any election bills similar to SB7 and bills that would propose one uniform election date or partisan elections.

AYES: Representatives Svarzbein, Annello, Hernandez, Salcido, Rivera, and Lizarraga

NAYS: Representative Molinar

ABSTAIN: Representative Rodriguez

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

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello, and carried to **SUPPORT** Article 10 funding (Legislative Branch).

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga

NAYS: None

ABSTAIN: Representative Rodriguez

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

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**43. RESOLUTION**

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

That the Policies & Procedures for the 48th Program Year implementing the 2022-2023 Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program, Housing Opportunities for Persons with AIDS (HOPWA) Program, are approved and adopted, and that the Director of Community and Human Development be authorized to make amendments to the policies and grant exceptions to the policies and procedures provided such exceptions do not violate any federal regulations.

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



AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga  
NAYS: None

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**EXECUTIVE SESSION**

Motion made by Representative Molinar, seconded by Representative Svarzbein, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** at 1:20 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.074 PERSONNEL MATTERS

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

Motion made by Representative Hernandez, seconded by Representative Salcido, and unanimously carried to **ADJOURN** the Executive Session at 2:49 p.m. and **RECONVENE** the meeting of the City Council at which time a motion was made.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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**EX1.** Claudia Reyes v. City of El Paso. (20-1036-3350) (551.071)

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

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**EX2** Flores et al. v. Rivas and Sandoval. (18-1026-9855) (551.071)

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

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**EX3.** Discussion on lease, value, and potential purchase of real property located in Central El Paso, Texas. (20-1004-1156) (551.072)

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

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**EX4.** Discussion on lease, value, and potential purchase of real property located in Central El Paso, Texas. (20-1004-1156.002) (551.072)

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

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**EX5.** Economic Incentives for a Manufacturing Company to be located in the City of El Paso. (21-1007-2740) (551.071) (551.072) (551.087)

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



**EX6.** Application of El Paso Electric Company to Change Rates, Public Utility Commission of Texas Docket No. 52195. (21-1008-174) (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and carried that the City Attorney is authorized to retain outside counsel and any other necessary consultants, in consultation with the City Manager, to file an intervention in the Application to Amend Rates filed by El Paso Electric, on June 1, 2021, under Texas Public Utility Commission Docket No. 52195.

Council also requests that EPE hold public meetings, which should include a minimum of one meeting per City Council District. The meetings should conclude no later than September 30, 2021.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

.....  
**ADJOURN**  
.....

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Salcido, and unanimously carried to **ADJOURN** this meeting at 2:52 p.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera and Lizarraga

NAYS: None

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APPROVED AS TO CONTENT:  
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\_\_\_\_\_  
Laura D. Prine, City Clerk



DEE MARGO  
MAYOR

TOMMY GONZALEZ  
CITY MANAGER



CITY COUNCIL  
PETER SVARZBEIN, DISTRICT 1  
ALEXSANDRA ANNELLO, DISTRICT 2  
CASSANDRA HERNANDEZ DISTRICT 3  
SAM MORGAN, DISTRICT 4  
ISABEL SALCIDO, DISTRICT 5  
CLAUDIA ORDAZ PEREZ, DISTRICT 6  
HENRY RIVERA, DISTRICT 7  
CISSY LIZARRAGA, DISTRICT 8

## **SPECIAL CITY COUNCIL MEETING MINUTES MAIN CONFERENCE ROOM JULY 9, 2019**

The City Council met at the above place and date. Meeting was called to order at 1:18 p.m. Mayor Dee Margo present and presiding and the following Council Members answered roll call: Alexandra Annello, Cassandra Hernandez, Sam Morgan, Isabel Salcido, Claudia Ordaz Perez, Henry Rivera, and Cissy Lizarraga. Peter Svarzbein joined the meeting at 1:22 p.m.

### **AGENDA**

1. For discussion and action: FY 2019 – 2020 Budget as presented by the City Manager.

Discussion and action may include, but not limited to operating, capital and debt budgets and all possible funding sources including the possible issuance of debt.

NOTE: Any vision/goal team presentation may also be heard at the next following meeting in the event that the presentation was not completed on the initially scheduled day, as is noted on this posting.

- **City Manager Overview**

Mr. Tommy Gonzalez, City Manager, introduced the item and briefed Council members as to the next steps and timeline on the budget preparation and added that staff will be ready to answer questions at the end of the presentations.

Representative Hernandez suggested beginning the meeting with public comment.

Mr. Alonzo Varela, citizen, commented.

Mayor Margo stated that he was not in favor of a tax increase and explained that this meeting was only for discussion and that the budget would not be ratified until August.

- **Vibrant Regional Economy**

- Goal 1 – Economic Development (Airport, Bridges, Economic Development, Destination El Paso).
- Goal 3 – Visual Image (Planning & Inspections)

Mr. Cary Westin, Deputy City Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).



Mayor Margo and Representatives Svarzbein, Annello, Hernandez, Salcido, Ordaz Perez, and Lizarraga commented.

The following City staff members commented and answered questions posed by Council members.

1. Ms. Monica Lombraña, Director of Aviation
2. Mr. Philip Etiwe, Planning and Inspections Director
3. Mr. David Coronado, International Bridges Director
4. Mr. Tommy Gonzalez, City Manager
5. Mr. Bryan Crowe, Destination El Paso Executive Director
6. Mr. Robert Cortinas, Chief Financial Officer
7. Ms. Jessica Herrera, Economic and International Development Director
8. Ms. Tracey Jerome, Deputy City Manager

- **Exceptional Recreational, Cultural and Educational Opportunities**

- Goal 4 – Quality of Life (Library, Museums, Parks, Zoo)

Ms. Tracey Jerome, Deputy City Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein, Annello, Hernandez, and Rivera commented.

The following City staff members commented and answered questions posed by Council members.

1. Ms. Norma Martinez, Libraries Director
2. Ms. Nicole Cote, Office of Management and Budget Director
3. Mr. Cary Westin, Senior Deputy City Manager
4. Mr. Jay Banasiak, Sun Metro Director
5. Mr. Tommy Gonzalez, City Manager
6. Mr. Joe Montisano, Zoo Director
7. Mr. Robert Cortinas, Chief Financial Officer

- **Regional Water Park Fees**

Ms. Tracey Jerome, Deputy City Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein, Annello, Hernandez, Salcido, Ordaz Perez, and Rivera commented.

The following City staff members commented and answered questions posed by Council members.

1. Mr. Tracy Novak, Parks and Recreation Director
2. Mr. Tommy Gonzalez, City Manager
3. Mr. Robert Cortinas, Chief Financial Officer
4. Mr. Ben Fyffe, Museums and Cultural Affairs Assistant Director
5. Ms. Leo Wilson, Zoo Administration Services Manager



6. Mr. Ted Marquez, Deputy City Manager

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

.....  
**ADJOURN**

Motion made by Representative Hernandez, seconded by Representative Annello, and unanimously carried to adjourn this meeting at 5:25 p.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Morgan, Salcido, Ordaz Perez, Rivera, and Lizarraga.

NAYS: None  
.....

APPROVED AS TO CONTENT:

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





Legislation Text

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**File #: 21-779, 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**

Environmental Services, Ellen Smyth, (915) 212-6000

**AGENDA LANGUAGE:**

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

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



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

**AGENDA DATE:** July 20, 2021  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Ellen A. Smyth, P.E., Director (915) 212-6000

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

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

**SUBGOAL:**

**SUBJECT:**

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

**BACKGROUND / DISCUSSION:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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

**PRIMARY DEPARTMENT:** Environmental Services Department

**SECONDARY DEPARTMENT:**

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

**DEPARTMENT HEAD:**



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



# ATTACHMENT A

## SOLID WASTE LIENS

July 20, 2021

Address	Owner of Record	Amount	District
7211 OVAL ROCK DR	DORSETT DAN R	\$368.00	1
S564-999-0010-3300	ESCOBAR, ENRIQUE	\$406.50	1
610 N COPIA ST	AGUIRRE, JOSE E & TELLES ANA L E	\$315.00	2
2322 FEDERAL AVE	HINOJOS, CARLOTA	\$408.50	2
M163-999-0010-4700	SEGURA, ERIKA	\$400.50	2
2430 MOREHEAD AVE	FITZ PROPERTIES LLC	\$529.50	2
3215 E MISSOURI AVE	HIGAREDA, GABRIEL	\$414.50	2
7321 CUBA DR	FLORES, MARTHA J & BALDWIN GABRIELA J & 7	\$586.00	3
5645 EDINBURG DR	HULLANDER, GAYLE A.	\$1,119.50	4
10550 RUSHING RD	COOLEY, BENNIE D & NELL G.	\$341.50	4
10219 WHITETAIL DR	MANGO SOTOLAKER CORP	\$347.50	4
14656 FRIESIAN TRAIL DR	PLANET HOME LENDING LLC	\$319.00	5
3428 MCLEAN ST	ARIAS, ALEJANDRO & BARRON JOSE C	\$316.50	5
11880 REGAL BANNER LN	RUIZ, JORGE B & ROSE M	\$366.84	5
8912 ORTEGA CT	ESQUER, PHILLIP & SILVA, ROBERT	\$395.50	6
156 WHITNEY WAY	CONTRERAS, MANUEL	\$410.10	6
7731 NORTH LOOP DR	ORI INVESTMENTS LTD	\$388.00	7
7941 SANTA MARIA CT	SHANAHAN SUSANA & SOTO REBECCA & 4	\$326.00	7
1220 VISTA DE ORO DR A-D	LEYVA, MARCO T	\$312.00	7
530 N YARBROUGH DR	REYES-TORRES, ALEJANDRO	\$597.62	7
2012 CYPRESS AVE	SALAS, JESUS & VERONICA, SALAS, PAUL & MARIA DE LOS ANG	\$339.00	8



4645 N MESA ST	KARLA GONZO LLC	\$402.00	8
808 SUNSET RD	GONZALEZ, YADIRA	\$1,686.00	8



## RESOLUTION

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

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

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

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

156 Whitney Way, more particularly described as Lot 8, Block,  
Pulliam Subdivision, City of El Paso, El Paso County, Texas, PID  
#P947-999-0010-7100

to be \$410.10, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TEN AND 10/100 DOLLARS (\$410.10) to be a lien on the above described property, said amount being due and payable within ten (10) days



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

530 N Yarbrough Dr, more particularly described as Lot A Pt Of 1  
(150' On N - 392.10' & 9.15' On W - 261.58' On S - 205' & 68.81'  
On E) (62427.83 Sq Ft), Block 2, Yarbrough Village Subdivision,  
City of El Paso, El Paso County, Texas, PID #Y700-999-0020-0110

to be \$597.62, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED NINETY SEVEN AND 62/100 DOLLARS (\$597.62) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO


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


ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

610 N Copia St, more particularly described as Lot N 50 Ft Of 1 & 2 (2500 Sq Ft), Block 72, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0720-0100

to be \$315.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$315.00) to be a lien on the above described property, said amount being due and payable within ten (10)



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

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

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



## **RESOLUTION**

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

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

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

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

7211 Oval Rock Dr., more particularly described as Lot 40 (5725.83 Sq Ft), Block 6, Sierra Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S380-999-0060-4000

to be \$368.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 31st day of August, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY EIGHT AND 00/100 DOLLARS (\$368.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

808 Sunset Rd, more particularly described as Lot 39 (Homesite) (1 Acre), Block , Country Club Pace Southside Tr Subdivision, City of El Paso, El Paso County, Texas, PID #C875-999-0010-4200

to be \$1686.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND SIX HUNDRED EIGHTY SIX AND 00/100 DOLLARS (\$1686.00) to be a lien on the above described property, said amount being due and



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
re Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## **RESOLUTION**

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

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

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

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

1220 Vista De Oro Dr A-D, more particularly described as Lot 16,  
Block 1, Forest Ridge Subdivision, City of El Paso, El Paso County,  
Texas, PID #F515-999-0010-3100

to be \$312.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWELVE AND 00/100 DOLLARS (\$312.00) to be a lien on the above described property, said amount being due and payable within ten (10)



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

2012 Cypress Ave, more particularly described as Lot 8 & 9(5500 SQ FT), Block B, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-000B-1000

to be \$339.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY NINE AND 00/100 DOLLARS (\$339.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO


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

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

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

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



## **RESOLUTION**

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

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

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

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

2322 Federal Ave, more particularly described as Lot 22 & E 1/2 Of  
23 (4500 Sq Ft), Block 72, Highland Park Subdivision, City of El  
Paso, El Paso County, Texas, PID #H453-999-0720-6600

to be \$408.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHT AND 50/100 DOLLARS (\$408.50) to be a lien on the above described property, said amount being due and payable within ten (10) days



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

2430 Morehead Ave., more particularly described as Lot 3 TO 9 &  
11 TO 32 & PT OF 10 & CLOSED ALLEY(93165.00 SQ FT),  
Block 3, Rosemont Subdivision, City of El Paso, El Paso County,  
Texas, PID #R843-999-0030-3300

to be \$529.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED TWENTY NINE AND 50/100 DOLLARS (\$529.50) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO


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


ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

3215 E Missouri Ave, more particularly described as Lot 13 & W  
1/2 Of 14 (5250 Sq Ft), Block 68, East El Paso Subdivision, City of  
El Paso, El Paso County, Texas, PID #E014-999-0680-2600

to be \$414.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FOURTEEN AND 50/100 DOLLARS (\$414.50) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.


CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

5

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

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

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

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

3428 McLean St, more particularly described as REPLAT A LOT  
6(8112 SQ FT), Block 81, Pebble Hills #9 Subdivision, City of El  
Paso, El Paso County, Texas, PID #P654-999-0810-1100

to be \$316.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTEEN AND 50/100 DOLLARS (\$316.50) to be a lien on the above described property, said amount being due and payable within ten (10)



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.


CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS )

)

COUNTY OF EL PASO )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas

Notary's Printed or Typed Name:  
\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

4645 N Mesa St, more particularly described as ABST 7407 TR 2-D & 2-E-1(6.351 AC), El De Shazo Surv Subdivision, City of El Paso, El Paso County, Texas, PID #X218-999-0000-2600

to be \$402.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWO AND 00/100 DOLLARS (\$402.00) to be a lien on the above described property, said amount being due and payable within ten (10) days



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

5645 Edinburg Dr., more particularly described as Lot 9 (6549.64 Sq Ft), Block 96, Sun Valley #9 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0960-1700

to be \$1119.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND ONE HUNDRED NINETEEN AND 50/100 DOLLARS (\$1119.50) to be a lien on the above described property, said amount being due and



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

3

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FLORES, MARTHA J & BALDWIN GABRIELA J & 7, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

7321 Cuba Dr, more particularly described as Lot 15(7320 SQ FT),  
Block 40, Ranchland Hills #5 Subdivision, City of El Paso, El Paso  
County, Texas, PID #R221-999-0400-5700

to be \$586.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED EIGHTY SIX AND 00/100 DOLLARS (\$586.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

*Wendi N. Vineyard*

\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

*Ellen A. Smyth*  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

7731 North Loop Dr, more particularly described as Lot 11 (Exc Nwly 5.0 Ft Strip)& Nely 112 Ft Of 12 (26040 Sq Ft), Block 6, North Loop Gardens #1 Subdivision, City of El Paso, El Paso County, Texas, PID #N442-999-0060-2800

to be \$388.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY EIGHT AND 00/100 DOLLARS (\$388.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
fa Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SHANAHAN SUSANA & SOTO REBECCA & 4, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

7941 Santa Maria Ct, more particularly described as Lot 1, Block 14, Sageland Replat Subdivision, City of El Paso, El Paso County, Texas, PID #S029-999-0140-0100

to be \$326.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SIX AND 00/100 DOLLARS (\$326.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

8912 Ortega Ct, more particularly described as Lot 17 (Homesite)  
(6000 Sq Ft), Phelps Subdivision, City of El Paso, El Paso County,  
Texas, PID #P695-999-0010-1600

to be \$395.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY FIVE AND 50/100 DOLLARS (\$395.50) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

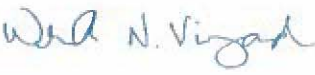
CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
Re \_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

10219 Whitetail Dr, more particularly described as Lot 23 (6741 SQ FT), Block 6, Deer Valley #1 Subdivision, City of El Paso, El Paso County, Texas, PID #D327-999-0060-4500

to be \$347.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of August, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SEVEN AND 50/100 DOLLARS (\$347.50) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

10550 Rushing Rd, more particularly described as REPLAT A LOT  
3 (18799.00 SQ FT), Block 1, Opportunity Village Subdivision,  
City of El Paso, El Paso County, Texas, PID #O240-999-0010-0310

to be \$341.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of August, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY-ONE AND 50/100 DOLLARS (\$341.50) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO


\_\_\_\_\_  
Oscar Leoser  
Mayor

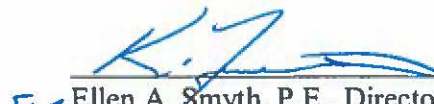
ATTEST:

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

5

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

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

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

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

11880 Regal Banner Ln, more particularly described as Lot 4  
(4845.00 Sq Ft), Block 53, Vista Real #5 Subdivision, City of El  
Paso, El Paso County, Texas, PID #V927-999-0530-0400

to be \$366.84, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY SIX AND 84/100 DOLLARS (\$366.84) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:  
  
\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

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

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



## RESOLUTION

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

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

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

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

14656 Friesian Trail Dr, more particularly described as Lot 15,  
Block 314, Tierra Del Este #67 Subdivision, City of El Paso, El Paso  
County, Texas, PID #T287-999-3140-1500

to be \$319.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETEEN AND 00/100 DOLLARS (\$319.00) to be a lien on the above described property, said amount being due and payable within



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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.


CITY OF EL PASO

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


ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

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

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

Environmental Services Department  
7968 San Paulo  
El Paso, Texas 79907  
(915) 212-6000



## RESOLUTION

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, SEGURA, ERIKA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Maxwell Ave, more particularly described as Lot W 63.84 FT OF 5,  
Block, Maxwell Subdivision, City of El Paso, El Paso County,  
Texas, PID #M163-999-0010-4700

to be \$400.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of December, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED AND 50/100 DOLLARS (\$400.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.



3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed or Typed Name:  
\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
**PREPARED IN THE OFFICE OF:**

Office of the City Attorney  
P.O Box 1890  
El Paso, Texas 79950-1890

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

Environmental Services Department  
7968 San Paulo  
El Paso, Texas 79907  
(915) 212-6000



## **RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, ESCOBAR ENRIQUE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

**WHEREAS**, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

Lot 33 (Private Open Area) (4683.72 Sq Ft), Block 1, Spanish Courts Subdivision, City of El Paso, El Paso County, Texas, PID #S564-999-0010-3300

to be \$406.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIX AND 50/100 DOLLARS (\$406.50) to be a lien on the above described property, said amount being due and payable within ten (10) days



from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Ellen A. Smyth, P.E., Director  
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)



ACKNOWLEDGEMENT

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Oscar Leaser, as Mayor, of the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas

Notary's Printed or Typed Name:  
\_\_\_\_\_

My Commission Expires:  
  
\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

Office of the City Attorney  
P.O Box 1890  
El Paso, Texas 79950-1890

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

Environmental Services Department  
7968 San Paulo  
El Paso, Texas 79907  
(915) 212-6000





Legislation Text

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File #: 21-797, 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 F. Etiwe, (915) 212-1553

Planning and Inspections, Karina Brasgalla, (915) 212-1604

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

A Resolution authorizing the City Manager to sign an Annexation Agreement between the City and El Paso County, for 3.62 acres of real property, located adjacent to John Hayes St. South of Montwood Dr., that will specify the terms and conditions in which the property will be annexed should the City annex the property, as well as the services and schedule of service that the City will provide following annexation. Furthermore, that the City Manager or his designee is authorized to provide any and all notices required under law in order to annex this property. Subject Property: Berryville Street South of Montwood Dr. Applicant: El Paso County SUAX20-00002



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 20, 2021

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Karina Brasgalla, (915) 212-1604

**DISTRICT(S) AFFECTED:** District 5

**STRATEGIC GOAL:** #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.3

**SUBJECT:**

A Resolution authorizing the City Manager to sign an Annexation Agreement between the City and El Paso County, for 3.62 acres of real property, located adjacent to John Hayes St. South of Montwood Dr., that will specify the terms and conditions in which the property will be annexed should the City annex the property, as well as the services and schedule of service that the City will provide following annexation. Furthermore, that the City Manager or his Designee is authorized to provide any and all notices required under law in order to annex this property.

Subject Property: Berryville Street South of Montwood Dr.

Applicant: El Paso County SUAX20-00002

**BACKGROUND / DISCUSSION:**

The applicant is requesting to annex approximately 3.62 acres of land located within the City of El Paso's extraterritorial jurisdiction (ETJ). The subject property will be incorporated into the planned improvements along John Hayes Street adjacent to the Eastside Sports Complex. An annexation agreement with service plan is required prior to the annexation of land. City Plan Commission recommended 8-0 to approve the proposed annexation agreement on June 3, 2021. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**   X   YES      NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



## RESOLUTION

**WHEREAS**, El Paso County (hereinafter referred to as “Property Owner”), wishes to annex 3.62 acres of real property described in the Annexation Agreement and incorporated for all purposes; and,

**WHEREAS**, the Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and

**WHEREAS**, Property Owner desires that the Property be annexed to the City in order to provide adequate and efficient improvements and facilities; and

**WHEREAS**, Property Owner has agreed to be responsible for all costs relating to annexation and right-of-way improvements as described herein; and

**WHEREAS**, Property Owner, after full consideration, accepts the terms and conditions cited in this Agreement due to the advantages and benefits resulting from the annexation and development of the Property; and,

**WHEREAS**, the City, after due and careful consideration, has concluded that should the City decide to annex the Property the annexation should be under the terms and conditions hereinafter set forth and that such terms and conditions are in the best interest of the City to protect and provide for the public health, safety, morals and general welfare.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager or his Designee is authorized to sign an Annexation Agreement between the City and El Paso County, for 3.62 acres of real property, located adjacent to John Hayes St. South of Montwood Dr., that will specify the terms and conditions in which the property will be annexed should the City annex the property, as well as the services and schedule of service that the City will provide following annexation. Furthermore, that the City Manager or his Designee is authorized to provide any and all notices required under law in order to annex this property.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

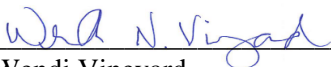
**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip Etiwe, Director  
Planning & Inspections Department



THE STATE OF TEXAS     )  
  )  
COUNTY OF EL PASO     )

**ANNEXATION AGREEMENT**  
**SUAX20-00002**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of El Paso, Texas, a Municipal Corporation, of the County of El Paso in the State of Texas (hereinafter referred to as "City"), and El Paso County (hereinafter referred to as "Owner");

**WHEREAS**, Owner is the owner-of-record of 3.62 acres of real property described in **Exhibits "A" and Exhibit "B"** that is attached to the annexation ordinance (which real property is hereinafter referred to as "Property"), and which Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and,

**WHEREAS**, Owner desires that the Property be annexed to the City in order to provide adequate and efficient improvements and facilities; and

**WHEREAS**, Owner, after full consideration, accepts the terms and conditions cited in this Agreement due to the advantages and benefits resulting from the annexation of the Property; and,

**WHEREAS**, the attached Service Plan, described as **Exhibit "C"**, identifies the municipal services to be extended to the Property upon annexation; and,

**WHEREAS**, the City, after due and careful consideration, has concluded that should the City decide to annex the Property the annexation should be under the terms and conditions hereinafter set forth and that such terms and conditions are in the best interest of the City to protect and provide for the public health, safety, morals and general welfare.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

One: Should the City annex the Property such annexation will be in accordance with the terms and conditions of this Agreement. This Agreement shall be an exhibit to the ordinance which annexes the property and shall be incorporated for all purposes. It is understood by the Owner that there are significant costs to the City associated with the annexation of Property into the City and of paramount consideration for the City in entering into this Agreement is that the Owner participate in the municipal infrastructure costs and costs for providing municipal services as required in this Agreement.

Two: Owner hereby agrees that the development of the Property shall be in accordance with the rules and regulations of the City, including Public Service Board Regulations, and subject to the application and payment of all necessary application and permit fees except as otherwise provided below and Section Three and Section Four of this Agreement. It is understood by the Owner that the requirements specified below and specified in Section Three of this Agreement are in addition to the requirements specified in the City of El Paso City Code, City ordinances, City rules and regulations, and the Rules and Regulations of the El Paso Water-Public Service Board (EPW-PSB), and Owner agrees to comply with the additional requirements. Owner agrees to develop the Property in accordance with the following additional conditions:



1. No off-premise signs shall exist on the Property at the time of annexation.
2. Property is to be used for right-of-way purposes only (John Hayes Street)
3. The area will be dedicated as right-of-way to provide the required Major Arterial roadway.
4. The Owner shall provide for the dedication and improvement of roadway for the extension of John Hayes Street as indicated on the Major Thoroughfare Plan as required by Title 19 (Subdivisions) of the City Code.
5. The Owner shall make accommodation for the additional stormwater runoff generated by the development of John Hayes Street. Ponding shall be developed in accordance with the Design Standards for Construction and all other applicable provisions of the City Code.
6. The Owner shall reimburse the City for all costs incurred by the City to complete the public notification procedures required by applicable sections of Title 2, Subtitle C, Chapter 43 of the Texas Local Government Code.
7. The Owner shall reimburse the City for all costs incurred by the City to compensate Emergency Service Districts as required by applicable sections of Title 9, Subtitle B, Chapter 775 of the Texas Health and Safety Code.

Three: Owner hereby agrees that within 90 days of the passage of the ordinance annexing Property, Owner shall apply for a subdivision plat in accordance with the procedures of Title 19 (Subdivisions) of the Code.

Four: Owner shall provide the City with one (1) mylar and three (3) paper prints of a current aerial map of the Property depicting the condition of the Property at the time of annexation to the City. Such aerial, and any other evidence necessary to demonstrate the existence of any non-conforming lot, use or structure on the Property at the time of annexation, shall be provided by the Owner within thirty (30) days from passage of the ordinance annexing Property to the City. The aerial and other evidence shall be submitted to the Zoning Administrator in the Development Services Department of the City for validation of such non-conforming lot, use, or structure within the Property.

**Notice:** Any formal notice or other communication ("Notice") required to be given by one party to the other under this Agreement shall be given in writing, addressed to the Party to be notified at the address set forth below, by (i) delivering the same in person, (ii) depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, (iii) depositing the same with Federal Express or with another nationally recognized courier service guaranteeing "next day delivery," or (iv) sending the same by telefax with confirming copy sent by certified or registered mail. For the purpose of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

- (1) CITY: City of El Paso  
Attn: City Manager  
P. O. Box 1890  
El Paso, Texas 79901

Copy to: City Clerk  
Same Address as above



- (2) OWNER: El Paso County  
500 E. San Antonio, Suite 301  
El Paso, Texas 79901

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Party. If any date or any period provided in this agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

**Successors and Assigns:** This Agreement is a restriction, condition and covenant running with the Property and a charge and servitude thereon and shall be binding upon and inure to the benefit of the parties hereto, and their heirs, successors and assigns of all or any part of the Property. Any future conveyance of the Property shall contain the restrictions, conditions and covenants and shall embody this Agreement by express reference; provided, however, this Agreement shall not be binding on, and shall not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land-use regulations that may apply to a specific lot.

**Remedies:** This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the restrictions, conditions and covenants herein contained. In the event a Party (the "Defaulting Party") commits a breach of this Agreement, the other Party (the "Non-Defaulting Party"), shall, prior to bringing suit or pursuing any other remedy, provide written notice of such breach to the Defaulting Party. Following receipt of such notice, the Defaulting Party shall have thirty (30) days within which to cure the breach. If the breach cannot be cured within such thirty- (30-) day period, the Defaulting Party shall commence to cure such breach within said period and thereafter diligently continue such cure to completion. In the event the Defaulting Party fails to cure the breach within said period, then the Non-Defaulting Party may pursue any remedy provided at law or in equity.

**Severability:** If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, provided that any invalid provisions are not deemed by the City or the Owner to be material to the overall purpose and operation of this Agreement. If the City or Owner determines that the invalid provision is material, then, if the City has made such determination, the City shall have the option to disannex the Property. If the Owner has made such determination, the Owner shall have the option to terminate this Agreement. Such judgment or decree shall relieve the City and the Owner from performance under such invalid provision of this Agreement.

**Entire Agreement:** This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties.



**Governing Law, Jurisdiction & Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in El Paso County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

**No Third-Party Beneficiary:** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

**Waiver:** Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

**Reservation of Rights:** to the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

**Further Documents:** Each Party agrees that at any time after execution of this Agreement, it will upon request of the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effect the terms of this Agreement.

**Incorporation of Exhibits and Other Documents by Reference:** All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

**Effect of State and Federal Laws:** Notwithstanding any other provisions of this Agreement, each Party in carrying out the terms of this Agreement shall comply with all applicable State and Federal laws.

**Headings:** The headings as to contents of particular articles or sections herein are inserted only for convenience, and they are in no way to be construed as a limitation on the scope of the particular articles or sections to which they refer.

**Ambiguities:** In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party on the basis that such Party did or did not author the same.

**Counterparts:** It is understood and agreed that this Agreement may be executed in any number of counterparts, each which shall be deemed an original for all purposes.

**Authority for Execution:** Each Party hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.




**THE CITY OF EL PASO**

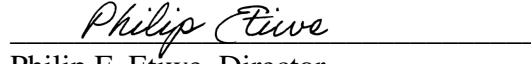
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Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
Wendi Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
Philip F. Etiwe, Director  
Planning & Inspections Department

*(ACKNOWLEDGMENT AND ACCEPTANCE ON FOLLOWING PAGE)*



### ACKNOWLEDGEMENT

STATE OF TEXAS       )  
COUNTY OF EL PASO   )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, as City Manager of the City of El Paso, Texas

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's Printed or Typed Name

\_\_\_\_\_  
My Commission Expires:

### ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this 21st  
day of June, 2021.

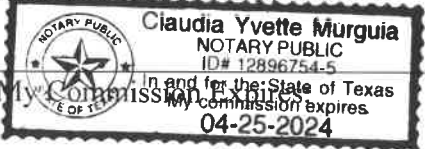
Owner(s):  
By: Ricardo A. Samaniego

Title: County Judge Ricardo A. Samaniego

### ACKNOWLEDGEMENT

STATE OF TEXAS       )  
COUNTY OF EL PASO   )

This instrument was acknowledged before me on the 21 day of June, 2021, by  
Ricardo A. Samaniego as County Judge of County of El Paso.

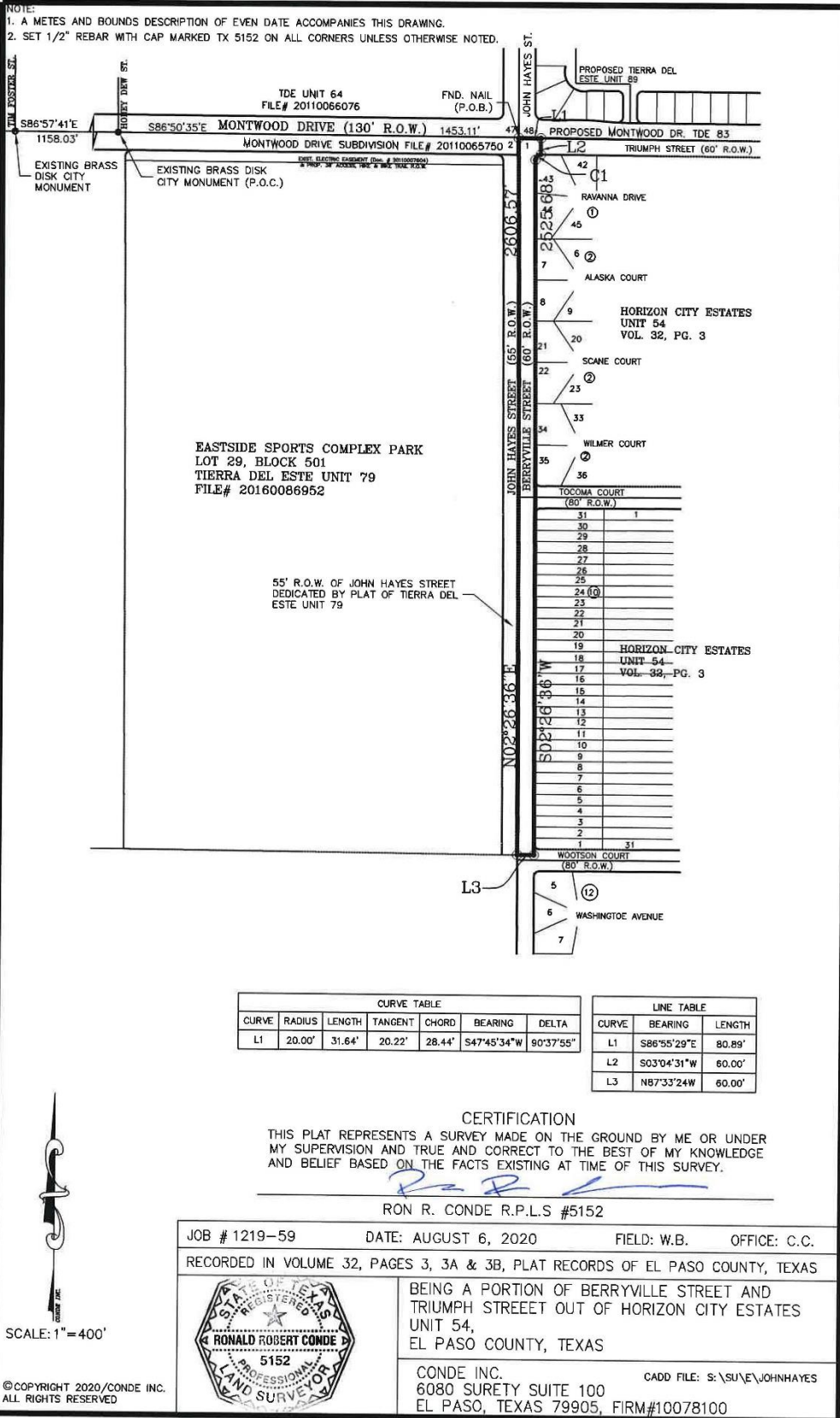
Claudia Yvette Murguia  
Notary Public, State of Texas  
Claudia Yvette Murguia  
Notary's Printed or Typed Name  


(EXHIBITS ON FOLLOWING PAGES)



## Exhibit A

### Survey Map





## Exhibit B

### Metes and Bounds Description

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Prepared For: CEA Group  
August 6, 2020

#### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Berryville Street and Triumph Street out of Horizon City Estate Unit 54 as recorded in Volume 32, Pages 3, 3A & 3B, Plat Records of El Paso County, Texas and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a found nail for the common corner of Sections 47 and 48, Block 79 Township 2, Texas and Pacific Railway Company Surveys and Sections 1 and 2, Block 79 Township 3, Texas and Pacific Railway Company Surveys from which a found brass disk City Monument at the centerline intersection of Montwood Drive and Honey Dew Street bears, North 86°50'35" West a distance of 1453.11 feet; and a found mag nail bears, South 78°48'01" East a distance of 0.45 feet;

Thence along the northerly line of Triumph Street, South 86°55'29" East a distance of 80.89 feet to a set ½" rebar with cap marked TX 5152;

Thence leaving said line, South 03°04'31" West a distance of 60.00 feet to a point for a point of curve on the northerly right of way line of Triumph Street;


Thence, 31.64 feet along the arc of a curve to the left which has a radius of 20.00 feet a central angle of 90°37'57" a chord which bears, South 47°45'34" West a distance of 28.44 feet to set ½" rebar with cap marked TX 5152 on the easterly right of way line of Berryville Street;

Thence along said right of way line, South 02°26'36" West a distance of 2525.68 feet to a set ½" rebar with cap marked TX 5152;

Thence leaving said line, North 87°33'24" West a distance of 60.00 feet to a found ½" rebar with cap marked TX 5152 on westerly right of way line of Berryville and the easterly right of way line of John Hayes Street out of Tierra Del Este Unit Seventy Nine as recorded in Clerks file no. 20160086952, Real Property Records of El Paso County, Texas;

Thence along said line, North 02°26'36" East a distance of 2606.57 feet to the "TRUE POINT OF BEGINNING" and containing 157,685 square feet or 3.62 acres of land more or less.

Note: A drawing of even date accompanies this description.

  
Ron R. Conde  
R.P.L.S. No. 5152



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CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 firm# 10078100



## **Exhibit C Service Plan**

### **INTRODUCTION**

This Service Plan (Plan) is made by the City of El Paso, Texas (City) pursuant to Chapter 43 of the Texas Local Government Code. This Plan is made specifically for a 59.892-acre property located in the City's East Extraterritorial Jurisdiction (ETJ), A Portion of Section 17, Block 79, Township 3, Texas & Pacific Railway Company Surveys, El Paso County, Texas. The area is more specifically described by metes and bounds and the survey in Exhibits "A" and "B", which are attached to the annexation ordinance of which this Plan is a part.

### **EFFECTIVE TERM**

This Plan shall be in effect for a ten-year period commencing on the effective date of the annexation, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

### **INTENT**

It is the intent of the City of El Paso that services under this Plan shall provide full municipal services in accordance with State law and the Annexation Agreement entered into by the property owners and the City, such agreement being identified as Exhibit "C", which is attached to the annexation ordinance of which this Plan is a part.

The City reserves the right guaranteed to it by Section 43.056(h) Texas Local Government Code, to amend this Plan if the City Council determines that changed conditions or subsequent occurrence or any other legally sufficient circumstances exist under the Local Government Code, or other Texas laws to make this Plan unworkable or obsolete or unlawful.

### **SERVICE COMPONENTS**

This Plan includes three service components: (1) Immediate Services Program, (2) Additional Services, and (3) a Capital Improvement Program.

As used in this Plan, providing services includes having services provided by any method or means by which the City extends municipal services to any other area of the City. This may include causing or allowing private utilities; governmental entities and other public service organizations to provide such services by contract, in whole or in part. It may also include separate agreements with associations or similar entities.

#### **1. Immediate Services Program**

The following services will be provided in the annexation area immediately upon the effective date of the annexation, unless otherwise noted.



a. Police Protection. The El Paso Police Department will provide protection and law enforcement services in the annexation area on the effective date of annexation. These services include:

- normal patrols and responses;
- handling of complaints and incident reports;
- special units, such as, traffic enforcement, criminal investigations, narcotics, gang suppressions, and special weapons and tactics team.

b. Fire Protection. The El Paso Fire Department will provide emergency and fire prevention services in the annexation area, on the effective date of annexation. These services include:

- fire suppression and rescue;
- emergency medical services;
- hazardous materials mitigation and regulation;
- emergency prevention and public education efforts;
- construction plan review;
- inspections.

c. Solid Waste Collection. The El Paso Solid Waste Management Department will provide solid waste collection services in the annexation area on the effective date of annexation. Services currently provided in the City for single-family residences include:

- garbage collection - once a week in accordance with established policies of the City;
- dead animal collection - dead animals are removed from roadways upon request.

Commercial garbage collection service for businesses, multi-family residences, and mobile home parks is available on a subscription basis from the City or private service providers.

d. Maintenance of Water and Wastewater Facilities. The City's Public Service Board/El Paso Water (EPW) will maintain water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility and as governed by their Rules and Regulations.

e. Maintenance of Roads and Streets, Including Street Lighting. The City's Public Works Department will maintain public streets over which the City has jurisdiction. These services include:

- Ongoing Utility bills for:
  1. Electricity for street lights
  2. Water for dedicated landscaped medians, parkways and/or roundabouts
- Repair and maintenance of public streets and infrastructure on as-needed basis and in accordance with established policies of the City



1. Maintenance of roadways, street lights, signalization, signs, striping and markings
  2. Maintenance of dedicated landscaped medians, parkways and/or roundabouts
  3. Street sweeping of roadways
  - Emergency pavement repair
  - Ice and snow remediation on major thoroughfares
- f. Maintenance of Parks, Playgrounds, and Swimming Pools. No public recreation facilities will be located within the annexation area however, the nearest public neighborhood park is located 55 feet from the annexed area.

## 2. Additional Services

Certain services, in addition to the above services, will be provided within the annexation area. They are as follows:

- a. Drainage Services. El Paso Water Public Service Board will provide drainage maintenance in the annexation area in accordance with established policies of the City. Services include:

- maintenance of existing public ponding areas and retention dams;
- storm sewer maintenance;
- emergency spills and pollution complaints response related to storm drainage systems;

The following services will be provided by the Land Development Division of the Planning & Inspections Department of the City of El Paso:

- watershed development review and inspection;
  - flood plain office (information relating to flood plains).
- b. Library Department. All library services now provided to areas inside the City will be provided to the annexed area on the effective date of annexation in accordance with the City's existing policies and regulations.
- c. Planning & Inspection Department. All inspection services now provided within the City, including building, electrical, plumbing, gas, engineering, housing, and environmental will be extended to the annexed area on the effective date of annexation.
- d. City-County Health Department. All of the City-County Health services codes and regulations will be extended to the annexed area on the effective date of annexation
- e. Planning and Zoning. The planning and zoning jurisdiction of the City will be extended to the annexed area on the effective date of annexation. All land annexed shall be classified in the R-F zoning district pending a public hearing by the City Plan Commission on the appropriate zoning classification and action by the City



Council. Such hearing shall be held within sixty days after the effective date of annexation and such action shall be taken by the City Council within thirty days after the last adjournment of the public hearing.

- f. Other Services. All other City Departments with jurisdiction in the area will provide services according to established City policies and procedures.

### 3. **Capital Improvements Program**

The City will initiate the construction of capital improvements necessary for providing municipal services for the annexation area as necessary. Any such construction or acquisition shall begin within two years of the effective date of the annexation and shall be substantially completed within 4 1/2 years after that date. Construction of any capital improvement within the annexation area will be done accordance with the established policies of the City.

- a. Police Protection. No capital improvements are necessary to serve the annexed area.
- b. Fire Protection. No capital improvements are necessary to serve the annexed area.
- c. Solid Waste Collection. No capital improvements are necessary to serve the annexed area.
- d. Water and Wastewater Facilities. Water and wastewater service will be provided in accordance with the El Paso Water Utility's Rules and Regulations. Capital improvements will be initiated pursuant to the facilities plan for the annexed area. Water and Wastewater services to new subdivisions will be provided according to the standard policies and procedures of El Paso Water, which may require the developer of a new subdivision to install water and wastewater utility lines. The extension of water and sewer service will be provided in accordance with the adopted Rules and Regulations of El Paso Water.
- e. Roads and Streets. No road or street related capital improvements are necessary at this time. In general, the City will acquire control and jurisdiction of all public roads and public streets within the annexation area upon annexation. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices, will be governed by the City's standard policies and procedures.
- f. Parks, Playgrounds and Swimming Pools. No capital improvements are necessary to serve the annexed area.
- g. Drainage Facilities. No capital improvements are necessary to serve the annexed area
- h. Street Lighting. It is anticipated that the developer of new subdivisions in the area will install public street lighting in accordance with the City's standard



policies and procedures. In other cases, the City will install public street lighting in the annexation area upon request in accordance with established street lighting policies of the City.

- i. Other Publicly Owned Facilities, Building or Services: In general, other City functions and services, and the additional services described above can be provided for the annexation area by using existing capital improvements. Additional capital improvements are not necessary to provide City services.
- j. Capital Improvement Planning. The annexation area will be included with other territory in connection with planning for new or expanded facilities, functions, and services in accordance with established policies of the City.

#### **AMENDMENT: GOVERNING LAW**

This Plan may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes. This Plan is subject to and shall be interpreted in accordance with the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and the orders, rules regulations of governmental bodies and officers having jurisdiction.

#### **FORCE MAJEURE**

In case of an emergency, such as force majeure as that term is defined in this Plan, in which the City is forced to temporarily divert its personnel and resources away from the annexation area for humanitarian purposes or protection of the general public, the City obligates itself to take all reasonable measures to restore services to the annexation area of the level described in this Plan as soon as possible. Force Majeure shall include, but not be limited to, acts of God, acts of the public enemy, war, blockages, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrest and restraint of government, explosions, collisions, and other inability of the City, whether similar to those enumerated or otherwise, which is not within the control of the City. Unavailability or shortage of funds shall not constitute Force Majeure.



# Berryville ROW Annexation Service Agreement



City Plan Commission — June 3, 2021

**CASE NUMBER:** SUAX20-00002  
**CASE MANAGER:** Karina Brascgalla, (915) 212-1604, BrascgallaKX@elpasotexas.gov  
**PROPERTY OWNER:** El Paso County  
**REPRESENTATIVE:** Sal Alonzo  
**LOCATION:** Adjacent to John Hayes St. South of Montwood Dr. (adjacent to District 5)  
**PROPERTY AREA:** 3.62 acres  
**REQUEST:** Annexation Service Agreement  
**PUBLIC INPUT:** N/A

**SUMMARY OF REQUEST:** The applicant is requesting to annex approximately 3.62 acres of land located within the City of El Paso's extraterritorial jurisdiction (ETJ). An annexation agreement with service plan is required prior to the annexation of land.

**SUMMARY OF RECOMMENDATION:** Staff recommends **APPROVAL** of the request. The proposed annexation is consistent with the City's Annexation Policy.

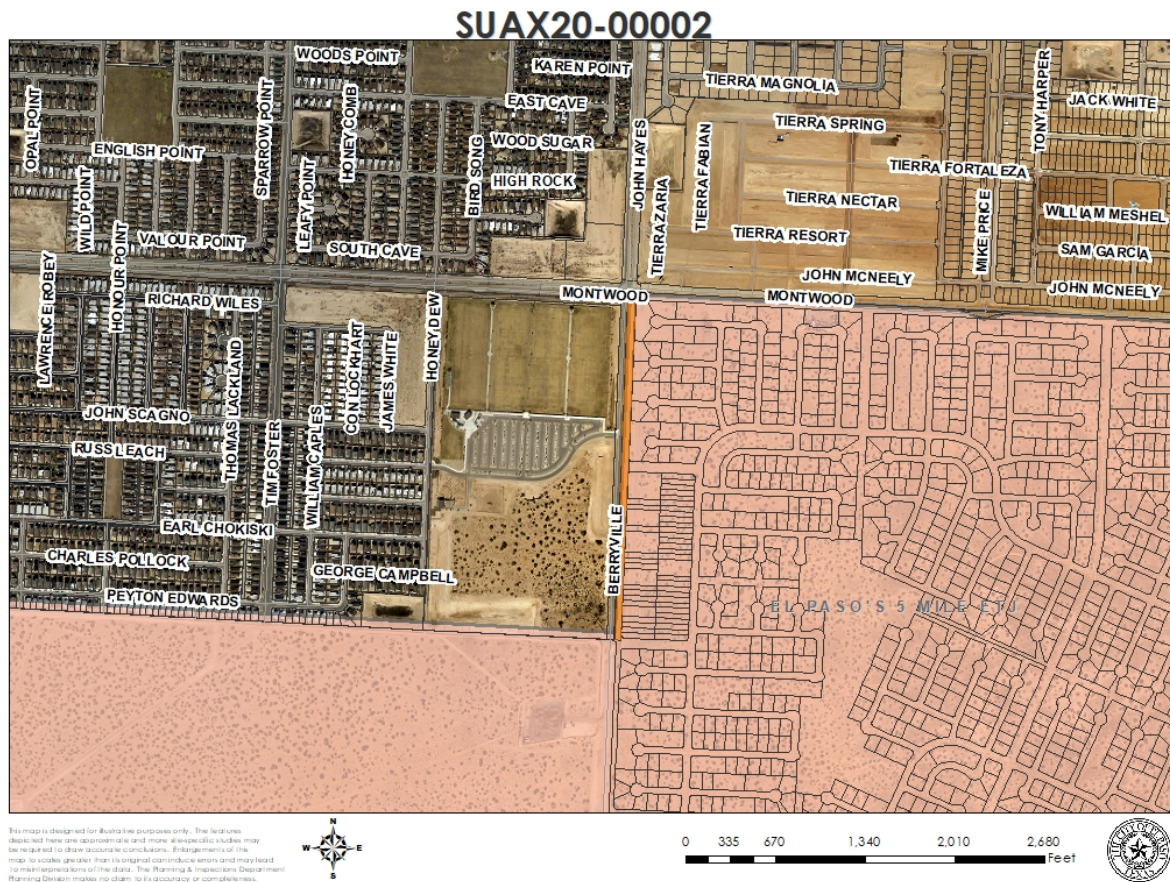


Figure A. Subject property relative to City limits







<b>COMPLIANCE WITH PLAN EL PASO – When evaluating whether a proposed annexation is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property is undeveloped natural land. No arroyos or uniquely sensitive conditions existing on the property.
<b>Stability:</b> Whether the area is stable or in transition.	The neighborhoods to the west of the subject property have been developed within the last 15 years as predominantly single-family detached residential lots. The proposed ROW extension will help serve these communities

### **CONSISTENCY WITH THE CITY'S ANNEXATION POLICY**

Adopted in September 2009, the City's annexation policy states that proposed annexations are subject to review requirements, including:

*"A statement from the City Engineer specifying additional rights-of-way and roadway improvements deemed necessary within and abutting the proposed annexed areas. Improvements may include, but are not limited to, traffic signalization, street lighting and traffic calming devices."*

The Generalized Plan submitted by the applicant shows the extension of John Hayes Street in accordance with the adopted Master Thoroughfare Plan.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** All facilities, services and infrastructure will need to be extended to develop the property. The applicant will construct all streets needed to provide vehicular access. Provision of other services shall be required as per the Service Plan (see Exhibit "D" of Attachment 3).

### **CITY PLAN COMMISSION OPTIONS:**

The City Plan Commission (CPC) has advisory responsibility over annexation matters. In evaluating the request, the CPC must determine the following:

1. Will the annexation protect the best interest, health, safety and welfare of the public in general?
2. What is the relation of the proposed change to the City's Comprehensive Plan?
3. What effect will the annexation have up on the natural, social, and economic conditions, and property values, in the vicinity, and in the City as a whole?

The CPC may take any of the following actions:

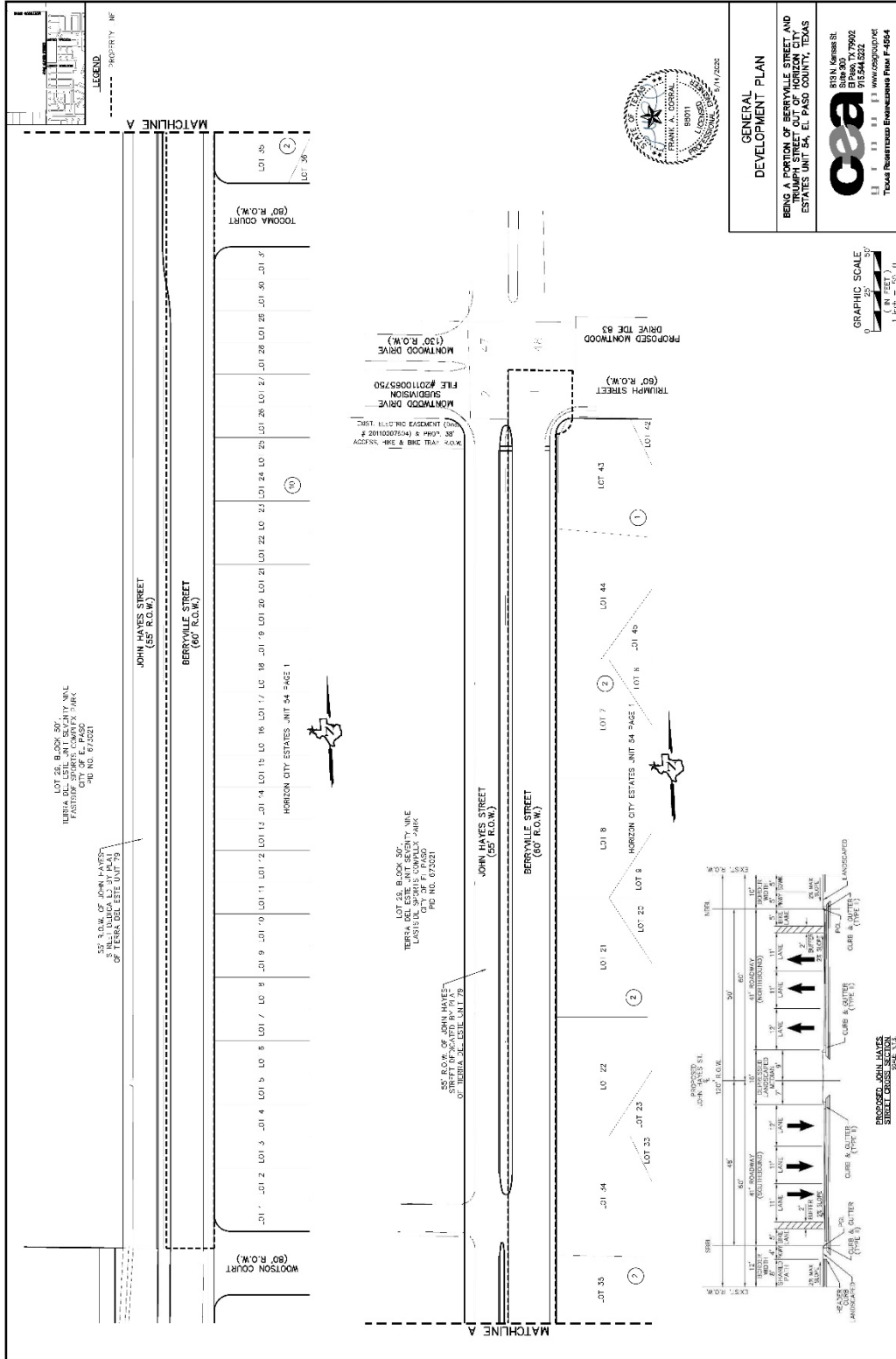
1. **Recommend Approval** of the annexation agreement, finding that the requested annexation is in conformance with the review criteria of *Plan El Paso* and the City's annexation policy, as reflected in the Staff Report. **(Staff Recommendation)**
2. **Recommend Approval of the annexation agreement With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* and/or the City's annexation policy, as reflected in the Staff Report.
3. **Recommend Denial** of the annexation agreement, finding that the request does not conform to the review criteria of *Plan El Paso* and the City's annexation policy, as reflected in the Staff Report.

### **ATTACHMENTS:**

1. Generalized Plot Plan
2. Department Comments
3. Annexation Service Agreement



# ATTACHMENT 1





## **ATTACHMENT 2**

### **Planning and Inspections – Long Range Section**

Recommend approval based on compliance with the City's adopted Annexation Policy.

### **Capital Improvements Department**

Note that the applicant will be required to follow our design standards for increasing the depth of the pond and include the required fencing, etc.

### **El Paso Water – Stormwater Engineering**

Accommodations shall be made for the runoff generated by the development of this street.





ITEM 4

# Berryville ROW Annexation Agreement

SUAX20-00002

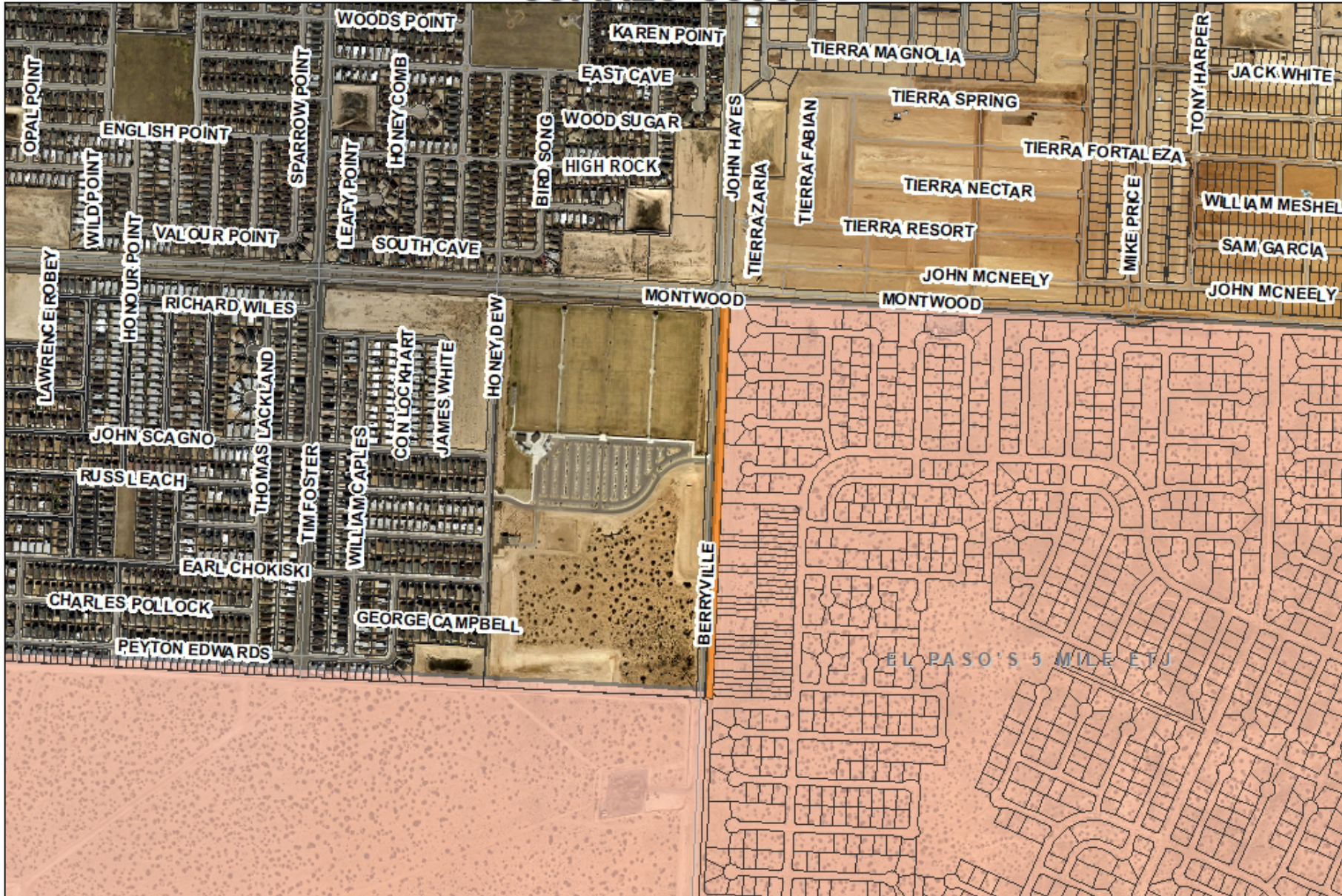
**Strategic Goal 3.**

Promote the Visual Image of  
El Paso





SUAX20-00002



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



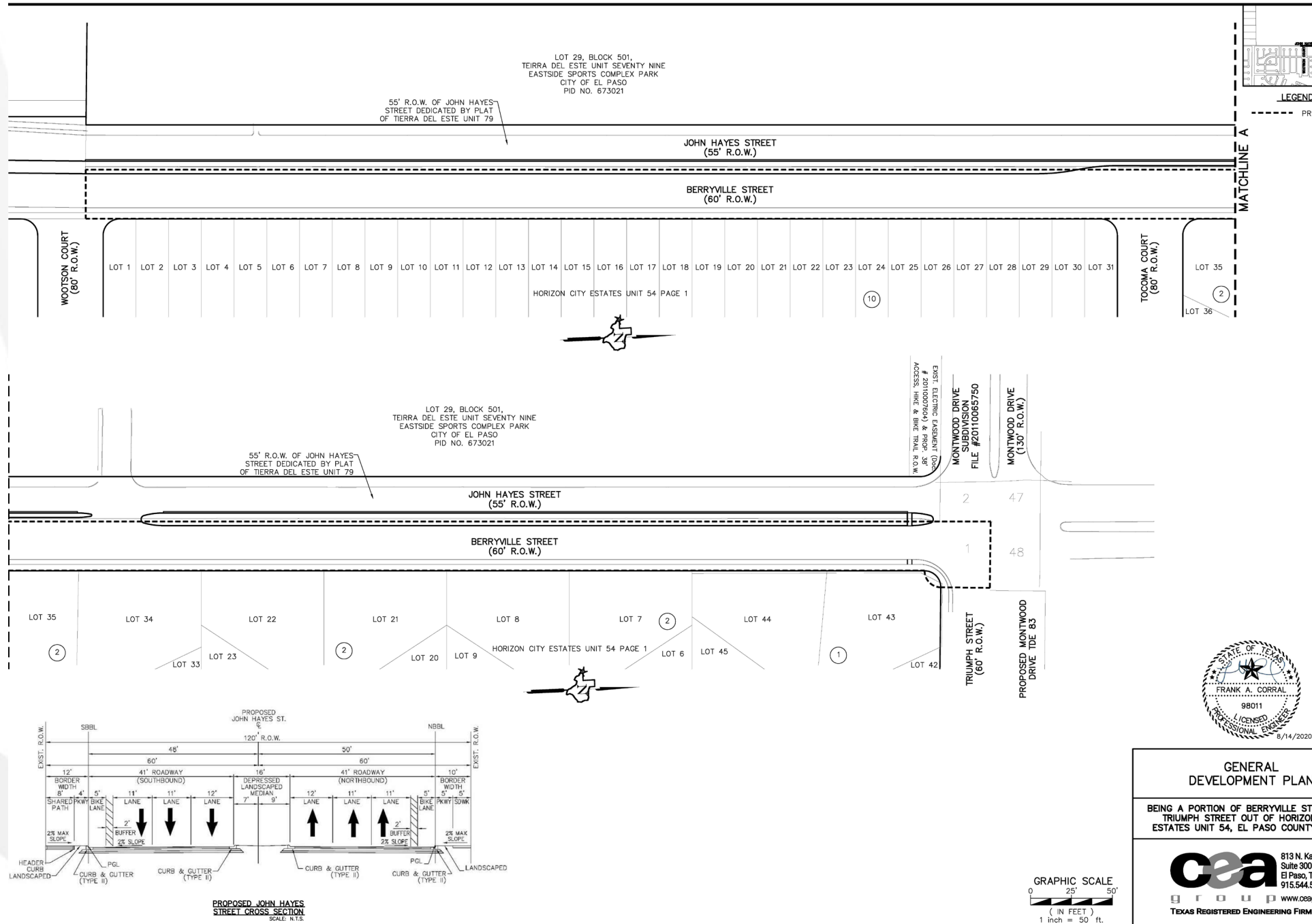
0 335 670 1,340 2,010 2,680 Feet



# City Limits



# Conceptual Plan







# Subject Property



# Annexation Agreement Conditions

1. No off-premise signs shall exist on the Property at the time of annexation.
2. Property is to be used for right-of-way purposes only (John Hayes Street)
3. The area will be dedicated as right-of-way to provide the required Major Arterial roadway.
4. The Owner shall provide for the dedication and improvement of roadway for the extension of John Hayes Street as indicated on the Major Thoroughfare Plan as required by Title 19 (Subdivisions) of the City Code.
5. The Owner shall make accommodation for the additional stormwater runoff generated by the development of John Hayes Street. Ponding shall be developed in accordance with the Design Standards for Construction and all other applicable provisions of the City Code.
6. The Owner shall reimburse the City for all costs incurred by the City to complete the public notification procedures required by applicable sections of Title 2, Subtitle C, Chapter 43 of the Texas Local Government Code.
7. The Owner shall reimburse the City for all costs incurred by the City to compensate Emergency Service Districts as required by applicable sections of Title 9, Subtitle B, Chapter 775 of the Texas Health and Safety Code.



## Schedule of Services

- Police;
- Fire;
- Solid Waste Collection;
- Maintenance of Water and Wastewater Facilities;
- Maintenance of Roads and Streets, including Street Lighting;
- Maintenance of Parks, Playgrounds, and Swimming Pools;
- Drainage, including watershed development review and inspections;
- Library Department
- Planning and Inspections Department, including planning and zoning jurisdiction;
- City-County Health Department





## Recommendation

- On June 3, 2021, City Plan Commission voted unanimously to approve (8-0)





## 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





Legislation Text

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**File #: 21-795, 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**

Community and Human Development, Nicole Ferrini, (915) 212-1659

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Resolution that the City Manager or designee be authorized to sign a Local Government Approval for Nonprofit Organizations Conducting Emergency Solutions Grants (ESG) Shelter Activities letter approving the emergency shelter activities provided by El Paso Human Services, Inc., within the City of El Paso.



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** 7/20/2021 (Consent)  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Nicole Ferrini, 915-212-1659

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 8 – Nurture and promote a healthy, sustainable community

**SUBGOAL:** 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

**SUBJECT:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? **Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

Resolution that the City Manager or designee be authorized to sign a Local Government Approval for Nonprofit Organizations Conducting ESG Shelter Activities letter approving the emergency shelter activities provided by El Paso Human Services, Inc., within the City of El Paso.

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?**

Local nonprofit homeless service providers are eligible to apply to TDHCA for State administered Emergency Solutions Grant funding. As part of an application, nonprofits must acquire a letter from the City approving of the shelter activities to be provided under that funding. Following is a description of the shelter activities being applied for by El Paso Human Services, Inc. to TDHCA.

Description of shelter activities: El Paso Human Services, Inc. runs the Winchester House Emergency Shelter located at 810 Montana, TX 79902. The shelter has been in operation for 9 years and serves male youth ages 18 to 24. We provide overnight shelter, support services and case management to approximately 80 male youth on an annual basis. Individuals admitted to the shelter must meet the HUD definition of Homeless and must be male gender or identify as male gender. Young adults will have an average stay of less than 45 days at the dormitory style shelter and will be referred to our agency Rapid Rehousing, Transitional Housing or Permanent Supportive Housing. Case workers provide them with education/employment assistance, substance abuse counseling, mainstream benefits, and in obtaining suitable housing placement based on each individual's needs. Funding request from TDHCA is in the amount of \$154,262.98 for Essential Services and Shelter Operations.

Location of shelter activities: Winchester House, 810 Montana, El Paso, Texas 79902

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

N/A

Revised 04/09/2021



HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Department of Community + Human Development  
SECONDARY DEPARTMENT: N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:



Mark Weber for Nicole Ferrini

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



## RESOLUTION

That the City Manager or designee be authorized to sign a Local Government Approval for Nonprofit Organizations Conducting ESG Shelter Activities letter approving the emergency shelter activities provided by El Paso Human Services, Inc., within the City of El Paso.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

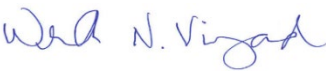
**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
for Nicole Ferrini, Director  
Community & Human Development





## 2021 Emergency Solutions Grants (ESG) Program Annual Application

### Local Government Approval for Nonprofit Organizations Conducting ESG Shelter Activities

Name of ESG annual allocation Applicant: El Paso Human Services, Inc.

Brief description of proposed shelter activities: El Paso Human Services, Inc. runs the Winchester House Emergency Shelter located at 810 Montana, TX 79902. The shelter has been in operation for 9 years and serves male youth ages 18 to 24. We provide overnight shelter, support services and case management to approximately 80 male youth on an annual basis. Individuals admitted to the shelter must meet the HUD definition of Homeless and must be male gender or identify as male gender. Young adults will have an average stay of less than 45 days at the dormitory style shelter and will be referred to our agency Rapid Rehousing, Transitional Housing or Permanent Supportive Housing. Case workers provide them with education/employment assistance, substance abuse counseling, mainstream benefits, and in obtaining suitable housing placement based on each individual's needs. Funding requests from TDHCA is in the amount of \$154,262.98 for Essential Services and Shelter Operations.

Location of shelter activities: Winchester House, 810 Montana, El Paso, Texas 79902

#### **To be completed by the city or county:**

I, name, title, duly authorized to act on behalf of the name of jurisdiction, hereby approve the following emergency shelter activities proposed by the ESG Applicant listed on this form, which are to be located in this jurisdiction.

\_\_\_\_\_  
Name of Local Official Lead Agency Staff (*please print or type*)

\_\_\_\_\_  
Signature of Local Official\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone of Local Official



---

Email of Local Official

\*County judge or mayor, or their official designee (such as city manager, assistant city manager, community development director or human services director). Each local government determines who has the authority to sign this document.





Legislation Text

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**File #: 21-796, 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**

Community and Human Development, Nicole Ferrini, (915) 212-1659

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Resolution that the City Manager or designee be authorized to sign a Local Government Approval for Nonprofit Organizations Conducting Emergency Solutions Grants (ESG) Shelter Activities letter approving the emergency shelter activities provided by El Paso Center for Children, within the City of El Paso.



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** 7/20/2021 (Consent)

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Nicole Ferrini, 915-212-1659

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 8 – Nurture and promote a healthy, sustainable community

**SUBGOAL:** 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

Resolution that the City Manager or designee be authorized to sign a Local Government Approval for Nonprofit Organizations Conducting ESG Shelter Activities letter approving the emergency shelter activities provided by El Paso Center for Children, within the City of El Paso.

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?**

Local nonprofit homeless service providers are eligible to apply to TDHCA for State administered Emergency Solutions Grant funding. As part of an application, nonprofits must acquire a letter from the City approving of the shelter activities to be provided under that funding. Following is a description of the shelter activities being applied for by El Paso Human Services, Inc. to TDHCA.

Description of shelter activities: Funding request is for \$89,640 for Rapid Rehousing (RRH) and \$29,037 for the Youth Emergency Shelter for a total of \$188,677. RRH is an intervention informed by a Housing First approach that is a critical part of a community's effective homeless crisis response system. RRH rapidly connects youth (ages 18- 24) experiencing homelessness to permanent housing through a tailored package of assistance. Core program components provided as part of a housing stability plan include: housing identification services, up to two years of financial assistance, case management, job and education resources, community connections, and other supportive services based on individual and family needs.

El Paso Center for Children also operates a licensed emergency shelter for youth ages 11-17 who are in crisis and need a safe place to stay. The program accepts youth referred due to runaway behaviors, family conflict, abuse, neglect, or homelessness; this includes youth who are part of the foster care system who have recently been removed from home as well as those being relocated from a different placement. In addition to meals and short-term housing, the shelter offers: comprehensive case management, individual, group, and family counseling, recreational activities, and transportation to educational and medical services. The funding request is to assist the unique needs of homeless youth in the community and bridge the gap in services.

Location of shelter activities: 3700 Altura Ave., Building E, El Paso, Texas 79930

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Revised 04/09/2021



How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Department of Community + Human Development  
SECONDARY DEPARTMENT: N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:



Mark Weber for Nicole Ferrini

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



## RESOLUTION

That the City Manager or designee be authorized to sign a Local Government Approval for Nonprofit Organizations Conducting ESG Shelter Activities letter approving the emergency shelter activities provided by El Paso Center for Children, within the City of El Paso.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

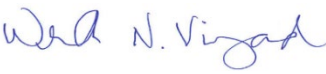
**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
for Nicole Ferrini, Director  
Community & Human Development





## 2021 Emergency Solutions Grants (ESG) Program Annual Application

### Local Government Approval for Nonprofit Organizations Conducting ESG Shelter Activities

Name of ESG annual allocation Applicant: El Paso Center for Children, Inc.

Brief description of proposed shelter activities: Funding request is for \$89,640 for the Rapid Rehousing (RRH) and \$29,037 for the Youth Emergency Shelter for a total of \$118,677 (SF45 Homeless Emergency Shelter and Housing). RRH an intervention informed by a Housing First approach that is a critical part of a community's effective homeless crisis response system. RRH rapidly connects youth (ages 18- 24) experiencing homelessness to permanent housing through a tailored package of assistance. Core program components provided as part of a housing stability plan include: housing identification services, up to two years of financial assistance, case management, job and education resources, community connections, and other supportive services based on individual and family needs.

El Paso Center for Children also operates a licensed emergency shelter for youth ages 11-17 who are in crisis and need a safe place to stay. The program accepts youth referred due to runaway behaviors, family conflict, abuse, neglect, or homelessness; this includes youth who are part of the foster care system who have recently been removed from home as well as those being relocated from a different placement. In addition to meals and short-term housing, the shelter offers: comprehensive case management, individual, group, and family counseling, recreational activities, and transportation to educational and medical services. The funding request is to assist the unique needs of homeless youth in the community and bridge the gap in services.

Location of shelter activities: 3700 Altura Ave., Building E, El Paso, Texas 79930

#### **To be completed by the city or county:**

I, name, title, duly authorized to act on behalf of the name of jurisdiction, hereby approve the following emergency shelter activities proposed by the ESG Applicant listed on this form, which are to be located in this jurisdiction.

\_\_\_\_\_  
Name of Local Official Lead Agency Staff (*please print or type*)

\_\_\_\_\_  
Signature of Local Official\*

\_\_\_\_\_  
Date



Phone of Local Official

---

Email of Local Official

\*County judge or mayor, or their official designee (such as city manager, assistant city manager, community development director or human services director). Each local government determines who has the authority to sign this document.





Legislation Text

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**File #: 21-812, 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**

Animal Services Department, Ramon Herrera, (915) 212-7297

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

That the City Manager be authorized to sign an agreement between the City of El Paso and the El Paso Veterinary Medical Association (EPVMA) for the City of El Paso to transfer \$50,000 to the EPVMA to assist pet owners with the cost of veterinary needs.



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 20, 2021

**PUBLIC HEARING DATE:**

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Ramon Herrera, 493-4324

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 8: Nurture and Promote a Healthy, Sustainable Community

**SUBGOAL:** 8.3: Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

**SUBJECT:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

THAT the City Manager be authorized to sign an Agreement between the CITY OF EL PASO and the EL PASO VETERINARY MEDICAL ASSOCIATION (EPVMA) for the City of El Paso to transfer \$50,000 to the EPVMA to assist pet owners with the cost of veterinary needs.

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

This will assist pet owners with the cost of veterinary needs.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

N/A

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** El Paso Animal Services

**SECONDARY DEPARTMENT:**



\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:



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(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



## **RESOLUTION**

**WHEREAS**, the City of El Paso and the El Paso Veterinary Medical Association (“EPVMA”) desire to work together to provide veterinary needs to pet owners who need financial assistance;

**WHEREAS**, the Animal Services Department of the City of El Paso recently received \$50,000 from the Maddie’s Fund Organization to support pet owners with the cost of veterinary needs;

**WHEREAS**, the City intends for this Agreement to serve the municipal purpose of assisting pet owners who need financial assistance with veterinary needs, increasing overall animal welfare in the community;

**WHEREAS**, many of the veterinarians practicing in the City of El Paso are members of EPVMA;

**WHEREAS**, one of the missions of the EPVMA is to support cross-organization animal programs that benefit the entire community; and

**WHEREAS**, the City of El Paso wishes to transfer \$50,000 to the EPVMA to support pet owners with the cost of veterinary needs in order to benefit the community;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

THAT the City Manager be authorized to sign an Agreement between the CITY OF EL PASO and the EL PASO VETERINARY MEDICAL ASSOCIATION (EPVMA) for the City of El Paso to transfer \$50,000 to the EPVMA to assist pet owners with the cost of veterinary needs.

**ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.**



CITY OF EL PASO

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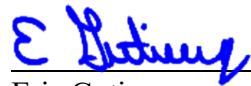
Oscar Leaser  
Mayor

ATTEST:

---

Laura D. Prine  
City Clerk

APPROVED AS TO FORM:



---

Eric Gutierrez  
Assistant City Attorney

APPROVED AS TO CONTENT:



---

Ramon Herrera, Interim Director  
Animal Services Department



STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**AGREEMENT**

**THIS AGREEMENT**, entered into this 17th day of June, 2021, by and between the CITY OF EL PASO (the "City") and EL PASO VETERINARY MEDICAL ASSOCIATION ("EPVMA").

**WHEREAS**, the City and the EPVMA desire to work together to provide veterinary needs to pet owners who need financial assistance;

**WHEREAS**, the Animal Services Department of the City of El Paso recently received \$50,000 from the Maddie's Fund Organization to support pet owners with the cost of veterinary needs;

**WHEREAS**, the City intends for this Agreement to serve the municipal purpose of assisting pet owners who need financial assistance with veterinary needs, increasing overall animal welfare in the community;

**WHEREAS**, many of the veterinarians practicing in the City of El Paso are members of EPVMA;

**WHEREAS**, one of the missions of the EPVMA is to support cross-organization animal programs that benefit the entire community; and

**WHEREAS**, the City of El Paso wishes to transfer \$50,000 to the EPVMA to support pet owners with the cost of veterinary needs in order to benefit the community;

**NOW, THEREFORE**, the parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to transfer \$50,000 to the EPVMA to support pet owners with the cost of veterinary needs.
2. **EPVMA OBLIGATIONS.**
  - 2.1 EPVMA shall inform its veterinary members of the availability of funds to assist indigent pet owners with the cost of veterinary needs. Pet owners will be identified by the City and in turn, sent to EPVMA for services to be funded by this Agreement.



- 2.2 EPVMA will be informed by the City and the Animal Services Department of particular pet owners who require assistance with veterinary needs. These pet owners will be directed to a veterinary member of the EPVMA.
- 2.3 EPVMA shall inform its veterinary members of the deadline of 10 days to provide to EPVMA: 1) pet owners' information; 2) services rendered, 3) cost of services rendered, and 4) reference number provided by EPAS to be used for accounting purposes.
- 2.4 EPVMA shall forward information provided by its veterinarian members to the City within 10 days of receiving said information.

**3. CITY'S OBLIGATIONS.**

- 3.1 The City will, on a case by case basis, send pet owners to EPVMA for assistance with veterinary needs as determined by the City.
- 3.2 The City shall receive from EPVMA information describing the usage of the funds by EPVMA's member veterinarians.

- 4. TERM.** This Agreement shall be in effect for a one-year period, commencing June 17, 2021 and ending June 16, 2022. The parties concur that this Agreement shall automatically renew annually unless one of the parties terminates it in accordance with the termination provisions.

- 5. INDEPENDENT CONTRACTORS.** EPVMA and the City are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither EPVMA nor the City nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

**6. TERMINATION.**

- 6.1 Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party.
- 6.2 In the case a party commits an event of default, the non-defaulting party may terminate the Agreement. The non-defaulting party must provide the defaulting party with written notice of the default, and must allow the defaulting party a 10-day cure period which shall begin on the date of the defaulting party's receipt of said notice. If the



defaulting party is not able to cure the default in that 10-day period, this Agreement shall immediately terminate, unless the defaulting party informs the non-defaulting party in writing prior to the end of the 10-day cure period that the defaulting party cannot cure the default within the 10-day period and that the defaulting party shall make its best effort to cure the default within the next 20 days beginning on the date of the written notice from the defaulting party. If the default is not cured by the end of that 20-day period, this Agreement shall terminate.

- 6.3 Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

## 7. INSURANCE.

- A. EPVMA will not direct any work or funds to any members that do not have the following insurance policies.
1. **LIABILITY INSURANCE.** Liability Insurance from a solvent company authorized to do business in the State of Texas. The liability insurance must provide coverage for the Contractor and its employees in the minimum amounts of \$1,000,000.00 per occurrence for bodily injury or wrongful death and One Million Dollars \$1,000,000 per occurrence for property damage. The Contractor will ensure that the liability insurance provides coverage for premises liability, operations liability, products and completed operations liability, personal and advertising injury, contractual liability, broad form property damage liability, and independent contractor liability. If the Contractor is performing Work near any railroad or streetcar track, then the Contractor will provide liability insurance that provides railroad protective liability insurance in the amount of \$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence
  2. **WORKERS COMPENSATION.** If required by law, the Contractor will obtain a third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and will cover all of the persons engaged in the work.



3. **AUTO LIABILITY.** Automobile Liability Insurance covering all owned, hired, and non-owned motor vehicles used by Contractor, its employees, contractors or agents, in connection with the work being performed under this Agreement with limits of liability not less than \$1,000,000.00 for each occurrence Combined Single Limit for Bodily Injury and Property Damage.
  4. **PROFESSIONAL LIABILITY INSURANCE.** Professional Liability Insurance for the benefit of the City to cover the errors and omissions of the Contractor, 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.
- B. Contractor will maintain the insurance policies described above throughout the Term of this Agreement. The Contractor will ensure that all policies comply with the following:
1. The Contractor may provide the insurances required in this section in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.
  2. Prior to performing any Work, the Contractor will provide the City copies of all insurance policies along with all endorsements and certificates of insurance.
  3. The Contractor will provide the City all certificates evidencing renewal or replacement of said policies of insurance at least 15 calendar days prior to the expiration or cancellation of any such policies.
  4. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. The City may reject an issuer of an insurance policy in the City's sole discretion.
  5. Each policy, except those for Workers' Compensation, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.



6. Contractor will obtain the prior written approval of the City's Risk Manager for any deductibles, aggregate caps, and endorsements on any insurance policy required under this Agreement.
7. The Contractor will require the insurance policy issuer to provide the City 30 calendar days advance notice of any reduction in coverage under an insurance policy.
8. Each policy must expressly state that it may not be canceled or non-renewed unless there are 30 calendar days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager by the insurance company.
9. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents or employees.
10. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

8. **INDEMNIFICATION.** EPVMA SHALL INDEMNIFY, DEFEND AND HOLD THE CITY AND ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES COMPLETELY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, SUITS, CLAIMS, JUDGMENTS, FINES OR DEMANDS ARISING BY REASON OF INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY, INCLUDING ALL REASONABLE COSTS FOR INVESTIGATION AND DEFENSE THEREOF (INCLUDING, BUT NOT LIMITED TO ATTORNEY FEES, COURT COSTS AND EXPERT FEES), OF ANY NATURE WHATSOEVER ARISING OUT OF OR INCIDENT TO THIS CONTRACT, WHICH ARE THE RESULT OF ACTS OF NEGLIGENCE OF EPVMA OR EPVMA'S AGENTS OR EMPLOYEES. EPVMA SHALL GIVE TO THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. EPVMA SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS CONTRACT.

9. **GENERAL.**

- 9.1 NOTICE. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt;



and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party. Written notice to the City shall be directed to:

City Manager  
City Hall  
P.O. Box 1890  
El Paso, Texas 79950-1890

Copy to: Director  
Animal Services Department  
5001 Fred Wilson  
El Paso, Texas 79906

Written notice to the El Paso Veterinary Medical Association shall be directed to:

Eric Boehm  
Executive Director  
El Paso Veterinary Medical Association  
P.O. Box 971412  
El Paso, Texas 79997

- 9.2 SEVERABILITY. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- 9.3 SUCCESSION. All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the City and the EPVMA and their successors, assigns, legal representatives, heirs, executors and administrators.
- 9.4 LAW GOVERNING AGREEMENT. The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts in El Paso County, Texas.
- 9.5 NO WAIVER BY CITY. No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.



- 9.6 ASSIGNMENT. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld.
- 9.7 HEADINGS. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 9.8 COMPLIANCE WITH LAWS. EPVMA agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, EPVMA reserves the right to notify City in writing of any suggested modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 9.9 FORCE MAJEURE. The time within which EPVMA shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term “force majeure” shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of EPVMA. Notwithstanding anything contained anywhere else in this Agreement, EPVMA shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.
- 9.10 LOCATION OF PERFORMANCE. The services described in this Agreement shall be performed in the City and County of El Paso, State of Texas.
- 9.11 ENTIRE AGREEMENT; COUNTERPARTS; AMENDMENT. This Agreement constitutes the entire contract between the City and EPVMA regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands this 17th day of June, 2021.

*(Signatures follow on next page)*




STATE OF TEXAS            )  
                                      )  
COUNTY OF EL PASO        )        AGREEMENT

*Signature Page*

**CITY OF EL PASO**

\_\_\_\_\_  
Tommy Gonzalez  
City Manager


**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Eric Gutierrez  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Ramon Herrera, Interim Director,  
Animal Services Department

**EL PASO VETERINARY MEDICAL ASSOCIATION**

  
\_\_\_\_\_  
Name Printed: Eric T. Boehm, DVM, MSW, CAE  
Title: Executive Director

**General Counsel, EPVMA**

\_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 21-811, Version: 1**

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

Members of the City Council, Representative Joe Molinar, (915) 212-0004

#### **AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Eugenia Posada to the Bicycle Advisory Committee by Representative Joe Molinar, District 4.



DATE: July 13, 2021

TO: City Clerk

FROM: City Representative Joe Molinar

ADDRESS: 300 N. Campbell St. 2<sup>nd</sup> floor, El Paso, TX TELEPHONE 915-212-0004

Please place the following item on the (Check one): CONSENT XXX REGULAR \_\_\_\_\_

Agenda for the Council Meeting of July 20, 2021

Item should read as follows: Appointment of Eugenia Posada to the Bicycle Advisory Committee by City Representative Joe Molinar, District 4.

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Bicycle Advisory Committee

NOMINATED BY: City Representative Joe Molinar DISTRICT: 4

NAME OF APPOINTEE Eugenia Posada  
(Please verify correct spelling of name)

E-MAIL ADDRESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: \_\_\_\_\_ NO: X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: N/A

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Richard Teschner

EXPIRATION DATE OF INCUMBENT: June 30, 2022

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: \_\_\_\_\_  
RESIGNED X  
REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: July 20, 2021

TERM BEGINS ON : July 20, 2021

EXPIRATION DATE OF NEW APPOINTEE: June 30, 2022

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: \_\_\_\_\_

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: X



# Eugenia (Gina) Posada

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## **Career Profile: Looking for an opportunity to work in a related field.**

Goal oriented, highly motivated with more than fifteen years of experience. Strong analytical, organizational and communication skills. Bilingual in English and Spanish.

## **Education**

### **DEGREE | DATE EARNED | SCHOOL**

- Master of Science in Psychology with Emphasis of Industrial and Organizational Psychology, May 2021  
Grand Canyon University
- Master of Business Administration: February 2004, University of Phoenix
- B.A. Liberal Arts in Psychology: December 2001, University of Texas at El Paso
- Minor in Sociology:
- Member of Golden Key Honor Society
- Member of Honor Society for Psychology
- Associate of Arts: December 1991, McComb Community College (Warren Michigan)
- Graduated Cum Laude

## **Experience**

### **RESEARCH PROGRAM COORDINATOR | UNIVERSITY OF TEXAS AT USTIN| JULY 2006-CURRENT**

- General knowledge of environmental concepts and state and federal environmental laws.
- Coordinates projects with bi-national organizations on a quarterly basis.
- Conducts and participates in technical meetings with international participants.
- Forms and establishes partnerships with environmental Mexican government regulatory entities.
- Forms and establishes partnerships with environmental government regulatory entities in the U.S.
- Works and collaborates with universities, community organizations and the public.
- Plans and organizes binational conferences, seminars, and/or training programs.
- Develops and translates bilingual agendas and minutes for binational environmental programs.
- Works in teams and multi-cultural settings.
- Fluent ability to speak, read and write Spanish.

### **GRANT FACILITATOR | CENTER FOR BORDER HEALTH RESEARCH | JUNE 2005-JULY 2006**

- Developed and maintained relationships among research stakeholders and community organizations.
- Participated in coalitions and networks at various levels relevant to CBHR.
- Performed continual funding search for internal and external needs.
- Investigated and tracked regional funding needs.
- Coordinated capacity building workshops for proposal development.
- Coordinated and organized workshops with US and Mexican entities.
- Presented the yearly Request for Proposals in Spanish.



- Provided a healthy working environment.
- Translated documents.

#### **ADMINISTRATIVE ASSISTANT| CENTER FOR BORDER HEALTH RESEARCH | JULY 2000-JUNE 2005**

- Managed administrative functions for the continuous growth of the Center.
- Assisted Director in the administration of Foundation grants in health research.
- Supported grant cycle monitoring.
- Coordinated Researcher Development Series activities in El Paso and Ciudad Juarez.
- Responsible for planning the new Recovery System by scanning and organizing all grant documents in the system to be used with Share Point.
- Maintained current access address database.
- Provided support for UTEP and CDC personnel housed at the Center.
- Developed and implemented grant cycle guide book.
- Coordinated and organized workshops with US and Mexican entities.
- Presented the yearly Request for Proposals in Spanish.
- Maintained a professional, pleasant, and healthy working environment.
- Translated documents.

#### **VOLUNTEER WORK|AMERICAN CANCER SOCIETY-CANCER ACTION NETWORK | SEPT. 2018-CURRENT**

- Nonpartisan advocacy to members of congress for better access to cancer care, prevention, early detection programs, cancer research funding, regulation of tobacco by USFDA, better quality of life for cancer patients, and attempts to raise awareness of and reduce cancer disparities.
- Fund raising event: Lights of Hope
- Representative Lead for El Paso.

#### **OTHER INTERESTS**

- Active living through yoga, cycling, walking, and jogging.
- Improving the environment and quality of life for the community.





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 21-798, Version: 1**

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

Members of the City Council, Representative Joe Molinar, (915) 212-0004

#### **AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Jonathan Bohannon to the Veterans Affairs Advisory Committee by Representative Joe Molinar, District 4.



DATE: July 12, 2021

TO: City Clerk

FROM: City Representative Joe Molinar

ADDRESS: 300 N. Campbell St. 2<sup>nd</sup> floor, El Paso, TX TELEPHONE 915-212-0004

Please place the following item on the (Check one): CONSENT XXX REGULAR \_\_\_\_\_

Agenda for the Council Meeting of July 20, 2021

Appointment of Jonathan Bohannon to the Veterans Affairs Advisory Committee by City

Item should read as follows: Representative Joe Molinar, District 4.

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Veterans Affairs Advisory Committee

NOMINATED BY: City Representative Joe Molinar DISTRICT: 4

NAME OF APPOINTEE Jonathan Bohannon  
(Please verify correct spelling of name)

E-MAIL ADDRESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

**DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY?** YES: \_\_\_\_ NO: X

**IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:** N/A

**HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:** N/A

**LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):**

**WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?**

NAME OF INCUMBENT: Daniel Reginald

EXPIRATION DATE OF INCUMBENT: June 29, 2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: \_\_\_\_\_  
RESIGNED X  
REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: July 20, 2021

TERM BEGINS ON : June 30, 2021

EXPIRATION DATE OF NEW APPOINTEE: June 29, 2025

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: \_\_\_\_\_



# JONATHAN BOHANNON

A Psychology Major who is dedicated, committed, and who served in the military for six years as a combat medic, and a Licensed Chemical Dependency Counselor Intern in Texas. Past Husky Veteran President at HBU who lead veterans into academic work successfully. Completed work on a published master's Thesis in Psychology emphasizing on the quality of life and accountability on veterans in the legal system. Recognized as a leader, diplomatic, team player, and relatable to a wide range of diverse personalities.

## EXPERIENCE

**04/2021 – PRESENT**

**VETERANS CASE MANAGER II, EMERGENCE HEALTH NETWORK**

Provide intensive case management services to clients, parents, team members. Provide on-going case management services, skills training and rehabilitation services for youth and/or adults with mental illnesses or developmental disabilities. Collaborate with psychiatrist to formulate personalized treatment plans. Assist with improving life skills. Maintain compliance with all Joint Commission training requirements.

**01/2021 – 04/2021**

**RAPID REHOUSING CASE MANAGER, OPPORTUNITY CENTER**

Provide services to support the program to help the homeless with sustainability and placement. Screen individuals for the Rapid Rehousing program. Maintain and communicate with housing locator. Provide advocacy support to the clients when facing issues as well as their needs. Maintain communication with clients to ensure the guidelines are being followed. Develop action plans for clients. Track and maintain documents in a safe manner. Collaborate with partner agency and work with Housing Program Manager to stay on track with grant spending. Ensure grant funding is utilized adequately.

**02/2019 – 06/2019**

**VETERANS ADVOCACY MANAGER, DANZIGER & DELLANO LLC**

Advocated for veterans when they contacted the office. Entered medical records in the system. Answered calls and emails related to the case. Handled social media marketing. Assisted other employees on any tasks needed. Managed records related to the case.

**03/2006 – 08/2012**

**COMBAT MEDIC, U.S. ARMY**

Supported fellow soldiers as they needed help, whether emotional, mental, or medical. Provided aide to soldiers during deployments. Obtained secret clearance and a Combat Medical Badge. Obtained medical training as needed. Certified EMT during service. Assisted in headquarter operations for unit. Provided training for basic medical needs, administered immunizations, and certifications to fellow soldiers. Handled medical records and entered information. Deployment to Iraq in March 2007 and deployment to Afghanistan January 2011. Provided health care



support to detainees and coalition forces. Acted as NCOIC of the diabetic team. Assisted in the IHA NCOIC in constructing a more user-friendly system

## EDUCATION

05/2019

**MASTER OF ARTS IN PSYCHOLOGY**, HOUSTON BAPTIST UNIVERSITY

CURRENT GPA IS 3.96. RESEARCH THESIS ON THE IMPACT OF ACCOUNTABILITY ON VETERANS' QUALITY OF LIFE.

05/2017

**BACHELOR OF SCIENCE IN PSYCHOLOGY**, UNIVERSITY OF HOUSTON

DEAN'S LIST, MINOR IS SOCIOLOGY

## SKILLS

- LCDC-I Control #- 47597
- Empathy, Listening Skills, Social and Communication Skills, Boundary Setting, Critical Thinking, Flexibility, Resilience, Motivator, Mediate
- Adaptability
- Determined
- Diplomatic
- Leadership

## ACTIVITIES

MVPN Volunteer

Group Leader for Pathfinders- A veteran Peer Support Group

Group Facilitator Heroes on Watch- A First Responders Peer Support Group

Veteran Speaker for Crisis Intervention Training for the El Paso Sheriff's Department

Former President of the Husky Veterans Association

Publications in Houston Baptist University, The Pillars Magazine and Texas Baptists Life

Published Thesis on The Impact of Court-appointed Accountability on Veterans' Quality of Life

Publication #- 13881494

My passion is to provide my services and advocate for those who are in need. To serve my community in any way possible.

## REFERENCES

Attached



# JONATHAN BOHANNON

## REFERENCES

John L. McDonough  
LTC MC U.S Army

Joseph Pelletier  
Assistant Professor of Psychology

Eduardo Borges  
Assistant Provost





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 21-816, 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 Cissy Lizarraga, (915) 212-0008

#### **AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Juan M. Adame to the Community Development Steering Committee by Representative Cissy Lizarraga, District 8.



DATE: July 14, 2021

TO: City Clerk

FROM: City Representative Cissy Lizarraga

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0008

Please place the following item on the (Check one):

CONSENT

XX

REGULAR

Agenda for the Council Meeting of July 20, 2021

Item should read as follows: Appointment of Juan M. Adame to the Community Development Steering Committee

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Community Development Steering Committee

NOMINATED BY: Cissy Lizarraga

DISTRICT: 8

NAME OF APPOINTEE Juan M. Adame

(Please verify correct spelling of name)

E-MAIL ADDRESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

**DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY?** YES: \_\_\_\_ NO X

**IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:** N/A

**HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:** N/A

**LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):** None

**WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?**

NAME OF INCUMBENT: Manuela Silva Rodriguez

EXPIRATION DATE OF INCUMBENT: 06/14/2022

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: \_\_\_\_\_

RESIGNED \_\_\_\_\_

REMOVED XX

DATE OF APPOINTMENT: July 20, 2021

TERM BEGINS ON : 07/20/2021

EXPIRATION DATE OF NEW APPOINTEE: 06/14/2022

PLEASE CHECK ONE OF THE FOLLOWING:

1<sup>st</sup> TERM: \_\_\_\_\_

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: XX



## **JUAN M. ADAME**

### **EDUCATION:**

**Escuela Nacional de Directores Tecnico, Fed. Mex. De Futbol** Cd. Juarez, Chih.  
Fall 2019--Professional Soccer Coaching License

**University of Texas at El Paso** El Paso, Texas  
Fall 2013--Currently pursuing a Bachelor of Science in Psychology.

**El Paso Community College** El Paso, Texas  
Fall 2009--Associates of Arts

### **Extra Curricular Activities:**

- Practice the art of Tai Chi
- Assistant Director in Segundo Barrio Futbol Club
- Member of the Psychology Club of El Paso Community College
- Member of the Bowie Alumni Inc.

### **EXPERIENCE:**

EPISD Community Schools El Paso, Texas  
**Americorp VISTA Leader** July 2019 to Present  
Monitoring employees and providing support, setting goals for program performance, organizing workflow and ensuring employees understand duties, delegate tasks

EPISD Community Schools El Paso, Texas  
**Americorp VISTA Volunteer** July 2018 to July 2019  
Capacity building, community outreach, organizing and coordinating meetings, taking and distributing messages, create programs for the community

Instructional Media Services in EPCC El Paso, Texas  
**AV Assistant** October 2011 to July 2018  
Assist with the procurement, distribution and maintenance of audio visual materials; do related work as required.  
Responsible for maintaining the office performing clerical work necessary

Student Technology Services in EPCC El Paso, Texas  
**Media Instructor** September 2009 to October 2011  
Operate movie projector, computers, video cassette recorder, television equipment, etc. and instructs others in the operation of such equipment

G. C. Services El Paso, Texas  
**Bill Collector** January 2009 to May 2009



Made calls on the phone to collect money on customer accounts, received payments and provided adjustable plans of payments.

Jack in the Box

El Paso, Texas

**Cashier**

May 2008 to January 2009

Operate cash register, receives food orders, clean assigned areas, and provide customer service.

**SKILLS & ABILITIES:**

- Fluent Bilingual: English & Spanish
- Ability to follow instructions, highly motivated, fast learner and excellent team player skills.
- Computer proficient in Microsoft Office 2010- Word, Power Point, Internet, Excel
- Verbal & Written communication skills
- Organizational skills
- Public Speaking skills
- Interpersonal skills
- Problem Solving skills
- Time & priority management skills
- Leadership skills

**Additional Information:**

- United States Soccer Federation E License and National Youth License
- Awarded by STUCO the Bill Nader Award in 2020 for dedication to Bowie students
- Graduate in July 2021 with Professional National Coaching license





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 21-818, Version: 1**

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### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

#### **AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Sandra DiFrancesco to the Animal Shelter Advisory Committee by Representative Cassandra Hernandez, District 3.







## **SANDRA DIFRANCESCO**

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Dear City Representative Cassandra Hernandez:

Please consider this letter of introduction as an expression of my interest in serving on the Animal Shelter Advisory Committee. My résumé is enclosed for your review and consideration.

My background includes serving on the Humane Society of El Paso Board of Directors for 6 years. I completed my second 3-year term at the end of December 2017. During my 6 years, I was appointed by the Board President to Chair two committees; Volunteer and Community Outreach and Animal Health and Welfare Committees. Another important committee I was so proud to serve on was the initial and complete renovation of the cat room. I attended American Pets Alive 3 day conference in Austin, Texas (2012) to learn and share ideas with fellow Board members regarding the no kill movement in partnership with city Animal Services. Also had the privilege to join the Board President in September 2016 to visit Austin Pets Alive! and met with Executive Director Dr. Ellen Jefferson regarding the model of a no kill community and the implementation, budget of new programs to save more lives. It was truly an honor to serve on the board for The Humane Society of El Paso because of my passion and love for all animals. This gave me the opportunity to be the voice for the vulnerable that deserve a second chance in finding their forever home.

Finally, I am well equipped and eager to handle diverse new challenges. I have a proven record of success and have demonstrated the ability to accurately assess difficult situations, make sound judgments, and align all my actions accordingly. In all capacities, I have consistently distinguished myself as a loyal, well-organized, and highly capable team player and leader. These skills and traits have served me well in the past, allowing me to make significant contributions to the achievement of organizational goals.

Thank you for your time and consideration. I look forward to hearing from you soon.

Sincerely,

Sandra DiFrancesco

Enclosure



# **SANDRA DIFRANCESCO**

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## **PROFESSIONAL SUMMARY**

Results-driven professional with 20 years sales experience in pharmaceutical sales related to women's health, congestive heart failure, diabetes, services specific to patients who benefit from physical rehabilitation and Home Health. Experience in conducting clinical patient assessments for inpatient rehabilitation services. Award winning sales representative for pharmaceutical company. Extensive management and sales experience. Experience in inspection, analysis, examination, and law enforcement activities related to the importation of agricultural/commercial commodities and conveyances at international ports of entry. Respected leader as District Manager and Referral Development Manager. Highly developed interpersonal communication, negotiation, and diplomacy skills. Consistent high performer.

## **PROFESSIONAL EXPERIENCE**

### **NEW YORK LIFE INSURANCE COMPANY**

**November 2018 – Present**

#### **Insurance Agent**

- Licensed in Texas and New Mexico.
- Offer a variety of products to help insurance and financial needs of clients, including but not limited to college funding, retirement, managing costs for extended periods of care and lifetime income strategies.
- Career Long Term Care Success Award as a New Agent in 2018.

### **QUANTUM HOME CARE, LLC, El Paso, TX**

**August 2013 – September 2017**

#### **Director of Business Development**

- Performed as agency's physician liaison by promoting community awareness and education of home health care and assisted with problem solving situations. Immediate follow-up regarding any complaints received by patients and/or physicians.
- Promoted specialized program for Congestive Heart Failure patients via Tele-health services. Services included daily blood pressure checks and weight monitoring provided through Cardiocom and managed by Quantum nursing staff.
- Identified and collaborated with Home Ventilator Solutions to expand services to patients needing non-invasive or invasive respiratory support. Additional collaboration with Hospitals of Providence Memorial Campus in Critical Limb Ischemia Program. Quantum HC selected as 1 out of 4 agencies to provide wound care to patients after revascularization secondary to PVD. Quantum added to standing orders at Providence Memorial Campus for CLI program.
- Instrumental in obtaining exclusive Home Health partnership with local MDA clinic to serve adult patients with Neuromuscular diseases.

### **HIGHLANDS REGIONAL REHABILITATION HOSPITAL, El Paso, TX**

**April 2006 – May 2013**

#### **Director of Business Development (2011 - 2013)**

- Directly supervised six clinical liaisons and marketing associate. Monitored activities of clinical liaisons to ensure effective and timely coverage in conducting patient assessments of referring facilities and promoting services to community physicians. Provided feedback on strengthening patient assessments to improve conversion of admissions, conducted performance appraisals and counseling.
- Developed annual marketing plan including monthly analysis of the environment and key characteristics of the El Paso Market. Additional reports conducted, weekly Clinical Liaison Admissions and Quarterly Marketing Plans.
- Worked closely with administrative team in determining feasibility of enhancing existing specialized programs. Strong relationships with third party company handling Deep Brain Stimulation for Parkinson's Disease and Intrathecal Baclofen Pump for spasticity management. Physical Rehabilitation continued to provide the next level of care for the above patients transitioning back home.



**PROFESSIONAL EXPERIENCE** *(Continued...)***Director of Business Development (2011-2013)**

- Responsible for and managed Marketing Department consisting of In-patient and Out-patient rehabilitation services. Developed strong relationships with community physicians and other referral sources. Promoted Highlands services through the means of advertising in numerous Ads, radio commercial, outdoor and completing updated collaterals (Brochure and Patient Folder).

**Professional Development Coordinator / Referral Development Manager (2006 - 2011)**

- Responsible for promoting inpatient rehabilitation services of Highlands to the professional and general communities. Traveled to New Mexico markets extending promoting efforts for rehab candidates to include Las Cruces, Deming, Alamogordo, Ruidoso, Roswell, Carlsbad, and Albuquerque.
- Developed strong relationships with physicians in various specialties and case management departments in acute settings within El Paso area. Responsible for conducting and setting up in-service activities to educate referral sources on benefits of in-patient rehab and the continued changes on medicare criteria.
- Conducted local and out-of-town clinical assessments on pre-screen evaluation for potential rehab candidates by collecting pertinent patient data regarding physical, medical, and social issues. Applied rehab admission criteria in making recommendations to nursing and physician staff for admission into in-patient rehab setting. Communicate directly with accepting physician on cases where admissions decisions are unclear.
- Directly supervised seven referral coordinators who conducted patient assessments in acute hospitals, skilled nursing facilities and long-term care settings. Restructured and organized full-time and PRN staff to a higher level of performance which has enabled the team to meet more aggressive goals with a continued motivation to succeed.
- Worked closely with Medicare compliance auditor in-house in order to keep my staff informed towards striving to achieve accurate clinical patient assessments. Held supervisory position since 12/2008.

**GLAXOSMITHKLINE PHARMACEUTICALS, El Paso, TX****March 2004 – December 2005****Senior Pharmaceutical Sales Representative**

- Skilled in sales; attains quick results; Raised National ranking from 388 out of 602 (Fall 2004) to 57 out of 551 (Spring 2005) and ranked number 2 out 21 in Region. Set priorities consistent with company goals; achieving exceptional results by placing emphasis and energy at the level of greatest impact. (Targeting key customers to maximize return on investment).
- Created superior business plan resulting in increased market share in products pertaining to the treatment of Diabetes and Cardiovascular Disease - exceeding the company goals. Built strong relationships with Family Practice, Endocrinologists and Cardiologists in El Paso, Texas and Southern New Mexico markets.
- Specialized in Diabetes and Cardiovascular Disease (Congestive Heart Failure).

**WYETH PHARMACEUTICALS, El Paso, TX****June 1997 – September 2003****District Manager, Oklahoma (02/2003-09/2003)**

- Raised district's company-wide ranking from the bottom 60% to 7<sup>th</sup> out of 86 in six months. Increased district's sales and market share over past year covering the state of Oklahoma while weekly commuting from El Paso, Texas.
- Led 10 sales representatives to higher achievement. Two representatives moved up to the top 10% in sales. Re-motivated district preventing costly employee turnover.
- Chaired "Mission, Vision, Values" Committee which developed awards program to recognize superior representatives. Negotiated events with hotels for district meetings. Created and presented PowerPoint presentations to region and district. Headed regional-wide Plan of Action and Product Launch meetings.



**PROFESSIONAL EXPERIENCE** *(Continued...)***WYETH PHARMACEUTICALS, El Paso, TX****District Coordinator (10/2002-01/2003)**

- Acting district manager for San Antonio & Oklahoma districts. Led districts during period of uncertainty after controversial drug study was stopped. Continued to grow market share by maintaining relationships with physicians and resolving panic situations.

**WYETH PHARMACEUTICALS, El Paso, TX****Pharmaceutical Sales Representative (06/1997-01/2003)**

- Awarded highest honor "The President's Golden Circle" for reaching the top 2% in National Sales for 2001. First to achieve this honor from El Paso, Texas. Earned "Leadership Award" for outstanding sales performance, 2000.
- Revitalized lagging territory with a successful turnaround by rebuilding physicians' trust and rapport through skillful prioritization of work. Specialized in Women's Healthcare with a focus on osteoporosis, hormone replacement therapy and oral contraception.
- Represented Wyeth-Ayerst at the 50<sup>th</sup> Anniversary of the American College of Obstetricians and Gynecologist Convention (ACOG) in Chicago, the most important women's healthcare meeting of the year with over 5000 physicians attending.
- Developed and implemented health fairs, educating the community on women's health issues. Assisted training department as Area Field Trainer for new sales representatives at corporate headquarters, Radnor, Pennsylvania.
- Maintained then grew market share in territory overcoming numerous setbacks as a result of corporate dilemmas. Initiated physician education and speaker programs in order to update healthcare providers in women's healthcare issues.
- Member of National and Area Alesse Brand Team, provided feedback to corporate office on field sales marketing strategies.

**U.S. DEPARTMENT OF AGRICULTURE, El Paso, TX****July 1987 – June 1997****Plant Protection & Quarantine Officer**

- Enforced laws, regulations, policies, and procedures governing importation/exportation of plant and animal products at truck and rail cargo processing areas and public entry ports on international bridges in the Port of El Paso. Protected America's agriculture by identifying hazardous pests before entry into the U.S.
- Provided additional value to department by being trained to enforce the laws and regulations of the U.S. Customs Service, Immigration & Naturalization Service and the Fish & Wildlife Service. Served on Regional EEO Advisory Committee as Federal Women's Program Manager.
- Consistent outstanding performer. Received Sustained Superior Performance Award, 1991. Performance Award, 1995. Certificate of Merit, 1993, 1995. Acting Operations Duty Officer, responsible for technical and operational decision making and control of Animal & Plant Health Inspection Services and Plant Protection & Quarantine operations in the Port of El Paso.
- Selected and participated in TDY assignments in NW Canadian Border for Oriental Fruit Fly Project and Los Angeles, California for Med-Fly eradication project.

**EDUCATION / TRAINING**

Bachelor of Science in Biology, Minor: Chemistry  
University of Texas at El Paso, El Paso Texas  
*Recognition:* Graduated with Top Honors; GPA: 3.58 / 4.00



**EDUCATION / TRAINING** *(Continued...)*

*Affiliations:* Golden Key National Honor Society, Tri-Beta Honor Society, Cardinal Key Honor Society, and Nominated Alpha-Chi National Honor Society

IRF-CMS Admission Guidelines, Highlands Regional Rehabilitation Hospital

IRF-FIM Instrument, Highlands Regional Rehabilitation Hospital

Sales Training, GlaxoSmithKline

Sales & Management Training, Wyeth Pharmaceuticals

Agriculture Law Enforcement, U.S. Department of Agriculture, Top of Class

**PROFESSIONAL / COMMUNITY AFFILIATIONS**

Humane Society of El Paso, Board of Directors Volunteer Committee Chair (Jan.2012-Dec.2013) Animal Health & Welfare Committee Chair (Jan.2016-Dec.2017)	2012 – 2017
St. Vincent de Paul Society, Volunteer Committee Chair 2016	2014- Present
Junior League of El Paso, Active Member Sub-Committee Hospitality Chair- Christmas Fair 2010	2005 – 2011
American Heart Association, El Paso Chapter Committee Chair for Women & Heart Health Luncheon (2003)	2002 – 2007
Food Share Committee Collaboration with Opportunity Center for Homeless	2003 & 2007
Centro Mujeres de la Esperanza Board of Directors	2000 – 2003
Centro Mujeres de la Esperanza Finance Committee	1999 – 2001



# **SANDRA DIFRANCESCO**

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## **PROFESSIONAL REFERENCES**

Jeff Chavez, Owner  
Home Ventilator Solutions Specialist

Carolina Castillo, RN, WCC  
Quantum Home Care, LLC

Martha Ramirez, CRRN  
Del Sol Medical Center, Rehab Unit





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 21-819, 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 Peter Svarzbein, (915) 212-1002

#### **AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Christine Gallegos as a Regular Member to the Fair Housing Task Force by Representative Peter Svarzbein, District 1.



DATE: 07/13/2021

TO: City Clerk

FROM: Peter Svarzbein Representative of District 1

ADDRESS: 8001 N. Mesa E-118 TELEPHONE 915-205-1469

Please place the following item on the (Check one): CONSENT XXX REGULAR \_\_\_\_\_

Agenda for the Council Meeting of July 20, 2021

Appointment of Christine Gallegos to the Fair Housing Task Force by Representative Peter

Item should read as follows: Svarzbein, District 1

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Fair Housing Task Force

NOMINATED BY: Peter Svarzbein DISTRICT: 1

NAME OF APPOINTEE Christine Gallegos  
(Please verify correct spelling of name)

E-MAIL ADDRESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: \_\_\_\_\_ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: NO

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: FAIR HOUSING TASK FORCE 10/2018-04/2021 (AS ALTERNATE)  
LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Anibal Olague

EXPIRATION DATE OF INCUMBENT: 04/27/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X  
RESIGNED \_\_\_\_\_  
REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: 07/20/2021

TERM BEGINS ON : 04/28/2021

EXPIRATION DATE OF NEW APPOINTEE: 04/27/2024

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: \_\_\_\_\_



## Christine Gallegos

District Manager  
El Paso East



- **Banking Experience:** 25 years in Wells Fargo
  - **Positions:** Teller, Personal Banker, Assistant Branch Manager, Branch Manager, and District Manager. Christine has received numerous awards for service excellence and leadership excellence at Wells Fargo.
  - **Social Responsibility:** Committee Member for Association of the United States Army (AUSA), United Service Organizations (USO), and Committee Member for Fair Housing Task Force.
  - **Community awards:** The Key to the City of El Paso by 53<sup>rd</sup> Mayor Oscar Leeser in 2017.
  - **Education:** Bel Air High School, Consumer Bankers Association (CBA) and the Bank Administration Institute (BAI) Graduate School of Retail Bank Management.
  - **Top 5 Strengths from StrengthsFinder:**
    - Includer
    - Ideation
    - Strategic
    - Responsibility
    - Achiever
- Fluent in Spanish
- **Personal:** Her passion is spending time with her family and playing softball and tackle football. Christine is a proud mother to her daughter Jasmine and two grandchildren Nevaeh Arias and Noah Arias. She was named into the Mexico's National Softball Hall of Fame.

Together we'll go far







El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 21-820, 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 Alexsandra Annello, (915) 212-0002

#### **AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

Celeste Varela to the Animal Shelter Advisory Committee by Representative Alexsandra Annello, District 2.



DATE: July 14, 2021

TO: City Clerk

FROM: City Representative Alessandra Annello

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0002

Please place the following item on the (Check one): CONSENT XXX REGULAR \_\_\_\_\_

Agenda for the Council Meeting of July 20, 2021

Appointment of Celeste Varela to the Animal Shelter Advisory Committee by City

Item should read as follows: Representative Alessandra Annello

### **BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM**

NAME OF BOARD/COMMITTEE/COMMISSION: Animal Shelter Advisory Committee

NOMINATED BY: City Representative Alessandra Annello DISTRICT: Two

NAME OF APPOINTEE Celeste Varela

(Please verify correct spelling of name)

E-MAIL ADDRESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_

**DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY?** YES: \_\_\_\_\_ NO: X

**IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:** N/A

**HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:** N/A

**LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):**

**WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?**

NAME OF INCUMBENT: Celeste Varela

EXPIRATION DATE OF INCUMBENT: 6/26/21

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X

RESIGNED \_\_\_\_\_

REMOVED \_\_\_\_\_

DATE OF APPOINTMENT: 07/20/21

TERM BEGINS ON : 07/20/21

EXPIRATION DATE OF NEW APPOINTEE: 06/26/25

PLEASE CHECK ONE OF THE FOLLOWING: 1<sup>st</sup> TERM: X

2<sup>nd</sup> TERM: \_\_\_\_\_

UNEXPIRED TERM: \_\_\_\_\_



# Celeste Varela

---

## EXPERIENCE

### **Director of Government Relations**

#### **El Pasoans Fighting Hunger Food Bank**

El Paso, Texas

June-2020 – Present

Under the direction of the Chief Executive Officer, develop and manage relationships with elected officials and government officials. The incumbent provide oversight for government affairs strategies to advocate for EPFH priorities with local, state and federal government entities; provided updates on policy issues to EPFH CEO, leadership staff and Board of Directors of the organization; establishes and maintains constructive relationships with elected and appointed officials at all levels of government and invests time in prioritizing networking activities.

The incumbent understands, communicates and advocates EPFH priorities to government officials and other government entities on legislative issues related to food and nutrition policy; prepares communications to and for key stakeholders, including the CEO and Board of Directors, regarding pertinent issues on legislative changes; directs and oversees the development of materials in support of the government relations agenda, such as talking points, legislative summaries, factsheets, testimony, reports and letters.

The incumbent participates with Senior Leadership on institutional planning, policy development, and problem resolution.

### **Senior Policy Advisor**

#### **County of El Paso, Office of the County Judge**

El Paso, Texas

December-2019 – June 2020

In addition to the duties of the Public Policy Analyst, the Senior Policy Advisor is responsible for providing highly complex, non-routine and often confidential executive administrative and policy support to the Elected Official. The incumbent is responsible for providing strategic vision and tactical direction for the effective development, implementation and attainment of the goals and operations of the Elected Official's Office. The incumbent is also responsible for scheduling and overseeing the daily operations of the office, supervising, and performing a variety of tasks related to the department needs.

Has frequent contact with other governmental entities, organizations, community groups, media, elected officials, department heads, county employees, and the general public.

Meets with local, state, and federal government entities boards and commissions, non-profit organizations, constituent representative groups, and other citizen groups to discuss programs or inquiries, answers questions, addresses challenges and resolves issues which may arise in the course of daily business, including budget, personnel, customer service and other pertinent County programs and related issues.



**Public Policy Analyst**  
**County of El Paso, Office of the County Judge**  
El Paso, Texas  
December-2018 – December 2019

Works in a supervisory capacity to the office staff to ensure all administrative duties are performed in an efficient and professional manner.

Independently responsible for the coordination, status reporting, stability, and completion of moderately complex public policy and special project-oriented work efforts.

Follows established project management processes and methodologies to support the activities and operations of the County Judge to ensure projects are delivered on time, within budget, adhere to high quality standards and meet expectations.

Responsible for policy analysis, project planning, tracking key project milestones, adjusting policy and project plans and resources to meet needs and reasons for the execution and delivery of such efforts.

Exercises total discretion and judgment in making non-official decisions in the absence of the County Judge as directed;

Makes travel arrangements; prepares itineraries; prepares and submits travel items for approval; processes and submits timely travel vouchers with corresponding receipt documentation for payment;

Purchases and maintains inventory of office equipment and supplies; maintains contracts for the maintenance of office equipment; reports any equipment maintenance needs for appropriate action;

Schedules document/record archive and disposal;

Performs mail runs to County's mail room and delivers correspondence to various departments as needed.

**Executive Assistant**  
**County of El Paso, Office of the County Judge**  
El Paso, Texas  
October-2011 - December-2018

Researches and gathers materials to conduct special studies and projects; drafts policies and procedures at the request of the County Judge; organizes and maintains various administrative, reference, and follow up files;

Gathers, organizes, and summarizes information for special projects; prepares various routine and complex reports, tables, graphs and statistical summaries; monitors and verifies the status of projects and ensures all parties are kept apprised on all matters;

Maintains the County Judge's appointment calendar; arranges conferences or meetings and provides participants with the topics to be discussed, background information, and materials needed; prepares notes and summaries of meeting as requested

Assists with the coordination and implementation of various governmental and cultural projects; provides assistance and support to the elected official/department head in the successful completion of these events;



Maintains records for membership of the County in various organizations; submits Commissioners Court agenda items for renewals and payments of memberships;

Obtains the County Judge's signature on all County contracts and ensures that the documents signed are the appropriate and approved versions of the contracts;

Prepares and posts agendas for Commissioners Court special meetings;

Distributes the annual salary notice to elected officials as per state statute within the required deadlines; coordinates salary grievance meetings if necessary;

Processes protests from the Texas Alcoholic Beverage Commission; schedules hearing dates for protests with Commissioners Court; prepares and notifies all parties of hearing date and final court order.

## **EDUCATION**

Texas Tech University Lubbock, Texas	Attended Texas Tech University for the Fall and Spring Semesters in 1992-93.
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University of Texas at El Paso El Paso, Texas	Attended UTEP for the Fall and Spring Semesters in 1993-1994
---	--

-Currently pursuing a Bachelor's Degree in Business Administration/Management

## **SKILLS**

Proficient in Munis, Kronos (Time Card Management), NOVUS (Agenda/Minutes Software), Cobblsetone (Contract database), contract management.

Possess efficient and effective time management skills.

Highly skilled in conflict resolution and constituent services.

## **CIVIC ENGAGEMENT**

-Animal Services Advisory Committee – Vice Chair

-Women's Fund Board Member





El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 21-784, Version: 1**

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

Tax Office, Maria O. Pasillas, (915) 212-1737

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B)



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:**

**PUBLIC HEARING DATE:** July 20, 2021

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Maria O. Pasillas, (915) 212-1737

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 6 – Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** 6.11 Provide efficient and effective services to taxpayers

**SUBJECT:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A)

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

Council has considered this previously on a routine basis.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Tax Office

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Maria O. Pasillas*

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(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



TAX REFUNDS  
July 20, 2021

1. Hobby Lobby Stores Inc., in the amount of \$14,532.90, made an overpayment on January 20, 2021 of 2020 taxes.  
(Geo. #B692-999-0010-4500)
2. Ruth W. Reeves, in the amount of \$2,810.03, made an overpayment on February 1, 2021 of 2020 taxes.  
(Geo. # C844-999-0100-0900)
3. Escrow, Inc., in the amount of \$4,847.52, made an overpayment on January 23, 2021 of 2020 taxes.  
(Geo. # U819-999-006A-2240)

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Laura D. Prine  
City Clerk



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Maria O. Pasillas, RTA  
Tax Assessor Collector





TAX OFFICE  
RECEIVED  
JUL 06 2021

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 www.elpasotexas.gov/tax-office

HOBBY LOBBY STORES INC  
7707 S W 44TH  
OKLAHOMA CITY, OK 73179

Geo No. B692-999-0010-4500 Prop ID 408214

Legal Description of the Property  
1 BOY KIN COMMERCIAL DISTRICT PT OF 1  
BEG 486.59 FT E OF SWC (EXC NELY TRIA)  
(173662.38 SQ FT)

7930 N MESA ST

OWNER: HARVEY-WHITE I LTD

2020 OVERAGE AMOUNT \$14,532.90

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

**Step 1. Identify the refund recipient.**

Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: Hobby Lobby Stores, Inc.  
Address: Attn: Staci Hunt/Tax Dept 7707 SW 44th St  
City, State, Zip: Oklahoma City, OK 73179  
Daytime Phone No.: 405-518-6946 E-Mail Address: staci.hunt@hobbylobby.com

**Step 2. Provide payment information.**

Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by: Check No. Date Paid Amount Paid

Hobby Lobby Stores, Inc. 1739002 1/20/21 220,346.32

TOTAL AMOUNT PAID (sum of the above amounts)

**Step 3. Provide reason for this refund.**

Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

- ☐ I paid this account in error and I am entitled to the refund.
- ☒ I overpaid this account. Please refund the excess to the address listed in Step 1.
- ☐ I want this payment applied to next year's taxes.
- ☐ This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

**Step 4. Sign the form.**

Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME & DATE

Staci Hunt Staci Hunt 6/29/21

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

Date:



Notes

Go To:

ANDREA  
ACT80122 v1.9007/08/2021 09:03:53  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.

A01202175 B69299900104500

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A01202175	01/20/2021	46090947	1739002	CH	\$220,346.32	\$121,207.71	AA	B69299900104500	29182654-HOBBY LOBB'
	A01202175	01/20/2021	46090947	1739002	CH	\$220,346.32	\$14,532.90	LG	B69299900104500	29182654-HOBBY LOBB'
	RC210707	01/20/2021	46090947	1739002	CH	\$14,532.90-	\$14,532.90-	TR	B69299900104500	29182654-HOBBY LOBB'
	RC210707	01/20/2021	46090947	1739002	CH	\$14,532.90	\$14,532.90	LG	B69299900104500	29909163-HOBBY LOBB'
	A01232075	01/23/2020	43082361	1665083	CH	\$176,059.58	\$94,460.33	AA	B69299900104500	HARVEY-WHITE I LTD
	A01151987	01/15/2019	39911370	1564461	CH	\$173,857.47	\$91,995.69	PA	B69299900104500	HARVEY-WHITE I LTD
	A01191881	01/19/2018	37068356	1456462	CH	\$170,219.65	\$90,961.25	PA	B69299900104500	HARVEY-WHITE I LTD
	X0119172002	01/19/2017	34132118	51051	CH	\$141,288.97	\$90,327.42	PA	B69299900104500	HARVEY-WHITE I LTD
	X0121162000	01/21/2016	31129657	46361	CH	\$137,364.02	\$88,890.66	PA	B69299900104500	HARVEY-WHITE I LTD
	X0120152009	01/20/2015	28042149	42083	CH	\$145,541.56	\$94,014.49	PA	B69299900104500	HARVEY-WHITE I LTD
	X0121142005	01/21/2014	25139651	37578	CH	\$149,413.98	\$99,449.33	PA	B69299900104500	HARVEY-WHITE I LTD
	X0114132002	01/14/2013	22363248	35538	CH	\$145,120.45	\$99,252.91	PA	B69299900104500	HARVEY-WHITE I LTD

Applied Total \$1,773,161.99





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 www.elpasotexas.gov/tax-office

TAX OFFICE  
RECEIVED  
JUL 06 2021

REEVES RUTH W & RHONDA P  
ROBERTSON  
225 MONTEBELLO DR  
EL PASO, TX 79912-4409

Geo No. C844-999-0100-0900	Prop ID 122541
Legal Description of the Property 10 CORONADO TOWNHOUSES 5 EXC ELY 2 FT & UND 1 168 INT IN COMMON AREA OF UNITS 1 & 2 (4739 SQ FT)	
208 PASO NOBLE DR	
OWNER: REEVES RUTH W & RHONDA P ROBERTSON	

2020 OVERAGE AMOUNT \$2,810.03

1: CITY OF EL PASO. 3: EL PASO ISD. 6: COUNTY OF EL PASO. 7: EL PASO COMMUNITY COLLEGE. 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	<b>Who should the refund be issued to:</b>			
	Name: RUTH W. REEVES			
	Address: 225 MONTEBELLO DR.			
	City, State, Zip: EL PASO, TEXAS 79912			
	Daytime Phone No.: 915-584-1973		E-Mail Address: RW2RS22@com	
<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
		01562	2/1/21	\$2,810.03
	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	
	[Signature]		RUTH W. REEVES 7-3-2021	
<b>TAX OFFICE USE ONLY:</b>	Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	By: [Signature]	Date: 07/07/2021



Notes

Go To :

ANDREA  
ACT80122 v1.9007/08/2021 09:03:53  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
T02092100008	C84499901000900				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A02042195	02/01/2021	46745845	1560	CH	\$2,810.03	\$2,810.03	PA	C84499901000900	REEVES RUTH W & RHON
	T02092100008	02/01/2021	46896147	01562	CH	\$2,810.03	\$2,810.03	LG	C84499901000900	REEVES RUTH W & RHON
	T12201900001	12/20/2019	42379965	01644	CH	\$7,898.01	\$2,766.21	PA	C84499901000900	REEVES RUTH W & RHON
	T12241800002	12/24/2018	39457162	01460	CH	\$2,694.04	\$2,694.04	PA	C84499901000900	REEVES RUTH W & RHON
	RD2880667	12/13/2017	35934593	0000207830	CH	\$2,663.47-	\$2,663.47-	RD	C84499901000900	25777777-REEVES RUTH
	RC171127	11/09/2017	35934593	01375	CH	\$2,663.47-	\$2,663.47-	TR	C84499901000900	REEVES RUTH W & RHON
	RC171127	11/09/2017	35934593	01375	CH	\$2,663.47	\$2,663.47	TR	C84499901000900	25777777-REEVES RUTH
	T11071740005	11/09/2017	35934593	01375	CH	\$2,663.73	\$2,663.47	LG	C84499901000900	REEVES RUTH W & RHON
	T11071740005	11/09/2017	35934593	01375	CH	\$2,663.73	\$0.26	PA	C84499901000900	REEVES RUTH W & RHON
	A11071778	11/07/2017	35896826	1371	CH	\$2,663.47	\$2,663.47	PA	C84499901000900	REEVES RUTH W & RHON
	X1114162001	11/14/2016	32968405	01306	CH	\$13,637.49	\$2,538.04	PA	C84499901000900	REEVES RUTH W & RHON
	X1207152003	12/07/2015	30168305	01221	CH	\$7,216.79	\$2,505.76	PA	C84499901000900	REEVES RUTH W & RHON
Applied Total						\$58,703.84				



THE CITY OF EL PASO  
CONSOLIDATED TAX OFFICE  
221 N. Kansas, Suite 300  
El Paso, Texas 79901

TAX OFFICE  
RECEIVED



JUL 07 2021

Phone (915) 212-0106, Fax (915) 212-0108

### 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:  <b>escrow, inc.</b> 11395 JAMES WATT - #A-4 EL PASO, TEXAS 79938		Phone: HOME: WORK: 915-855-6298		Property ID# (One application per account) U819-999-006A-8240	
Address (mail refund to):  <b>escrow, inc.</b> 11395 JAMES WATT - #A-4 EL PASO, TEXAS 79938		Property Address: 710 MAMIE ROAD 79932 And/or Legal Description: TRET 22F2A BLOCK 6 UPPER VALLEY			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2020	1-11-2021	110200 1-11-2021		4847.50	4847.52 ✓
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 must appear)

#### REASON FOR OVERPAYMENT:

*paid taxes twice in error*

"I certify that information given to obtain this refund is true and correct."

*Rhonda Even*

Requestor signature:

*Rhonda Even*

Printed name:

Date:

*7-7-2021* ✓

*President*

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:

*June 7/7/21*

Date:

*07/07/21*

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: \_\_\_\_\_



Notes

Go To :

ANDREA  
ACT80122 v1.9007/08/2021 09:03:53  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A01232165	U819999006A2240				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A01232165	01/23/2021	46231547	110200	CH	\$145,289.03	\$4,847.52	LG	U819999006A2240	24147210-ESCROW INC
	A12312065	12/31/2020	45593281	110008	CH	\$51,190.57	\$4,847.52	PA	U819999006A2240	24147210-ESCROW INC
	A12191981	12/19/2019	42332304	105688	CH	\$59,830.44	\$4,778.19	PA	U819999006A2240	24147210-ESCROW INC
	A02051986	01/31/2019	40607703	101331	CH	\$111,474.44	\$4,555.09	AA	U819999006A2240	24147210-ESCROW INC
	B03021875	02/28/2018	37924558	97285	CH	\$2,116.89	\$1,066.49	PA	U819999006A2240	24147210-ESCROW INC
	B02081875	01/31/2018	37747718	96854	CH	\$182,561.33	\$3,152.99	AA	U819999006A2240	24147210-ESCROW INC
	A03221775	03/22/2017	35112583	92664	CH	\$5,937.02	\$559.77	PA	U819999006A2240	24147210-ESCROW INC
	A02021741	01/31/2017	34635125	92034	CH	\$73,176.57	\$3,437.76	AA	U819999006A2240	24147210-ESCROW INC
	A02031641	01/31/2016	31573609	87653	CH	\$80,938.38	\$3,884.08	AA	U819999006A2240	24147210-ESCROW INC
	B02111565	01/31/2015	28735367	83053	CH	\$208,382.22	\$3,916.60	AA	U819999006A2240	1691346-ESCROW, INC
	A02061454	01/31/2014	25711059	78102	CH	\$71,719.08	\$3,841.09	PA	U819999006A2240	1691346-ESCROW, INC
	A12271241	12/27/2012	21979789	72596	CH	\$27,080.69	\$3,695.15	PA	U819999006A2240	1826397-ESCROW, INC

Applied Total \$58,458.46





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 21-786, Version: 1**

---

### **CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM**

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

##### **All Districts**

Tax Office, Maria O. Pasillas, (915) 212-1737

#### **AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit. (See Attachment C)



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 20, 2021  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Maria O. Pasillas, (915) 212-1737

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 6 – Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** 6.11 Provide efficient and effective services to taxpayers

**SUBJECT:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit. (See Attachment B)

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Approve property tax overpayment refunds exceeding the statutory three (3) year limit, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

Council has considered this previously on a routine basis.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Tax Office

**SECONDARY DEPARTMENT:** N/A

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Maria O. Pasillas*

---

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



TAX REFUNDS OVER THREE (3) YEARS  
July 20, 2021

1. Jose Fong Jr., in the amount of \$420.03, made an overpayment on December 28, 2017 of 2017 taxes.  
(Geo. # 2001-999-0165-0042)
2. Carlos Garcia, in the amount of \$31.96, made an overpayment on January 23, 2018 of 2018 taxes.  
(Geo. # 2002-999-3608-0033)
3. Nader Kassen, in the amount of \$814.64, made an overpayment on January 24, 2017 of 2016 taxes.  
(Geo. # 2005-999-0007-0042)

---

Laura D. Prine  
City Clerk



---

Maria O. Pasillas, RTA  
Tax Assessor Collector





# Internal Audit Office

**MAYOR**  
Oscar Leaser

**DATE:** June 29, 2021

**TO:** Maria O. Pasillas, Tax Assessor/Collector

**CITY COUNCIL**

**District 1**  
Peter Svarzbein

**District 2**  
Alexsandra Anello

**District 3**  
Cassandra Hernandez

**District 4**  
Joe Molinar

**District 5**  
Isabel Salcido

**District 6**  
Claudia L. Rodriguez

**District 7**  
Henry Rivera

**District 8**  
Cissy Lizarraga

**CITY MANAGER**  
Tommy Gonzalez

**FROM:** Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor

**SUBJECT:** Review of Tax Overpayment Refunds that Exceed Three Years

The Internal Audit Office conducted a review of the Tax Overpayment Refunds that exceeded a three-year period. This engagement was accepted based on the engagement's potential to improve management of risks, add value, and/or improve the organization's operations (IIA 2010.C1). The work performed does not constitute an engagement conducted in accordance with Generally Accepted Government Auditing Standards (GAS 1.16). The observations and conclusions that are reported in this memorandum do not require Management responses.

The following Tax Overpayment Refunds that exceeded a three-year period were reviewed:

TEQUILA SUNRISE C/O FONG JOSE JR	2001-999-0165-0042	\$420.03
CARLOS GARCIA	2002-999-3608-0033	\$31.96
NADER KASSEM	2005-999-0007-0042	\$814.64

The Internal Audit Office reviewed the refund applications, copies of cancelled checks or proof of payments. Attached is a list of days from the date the completed applications were received by the Tax Office and sent to the Internal Audit Office for review. The Tax Office is taking 4 days to process the applications received and send for review.

Based on our review, the Tax Overpayment Refunds that exceeded a three-year period were determined to be appropriate to send to City Council for approval pursuant to Section 31.11 (c-1) of the Texas Tax Code.

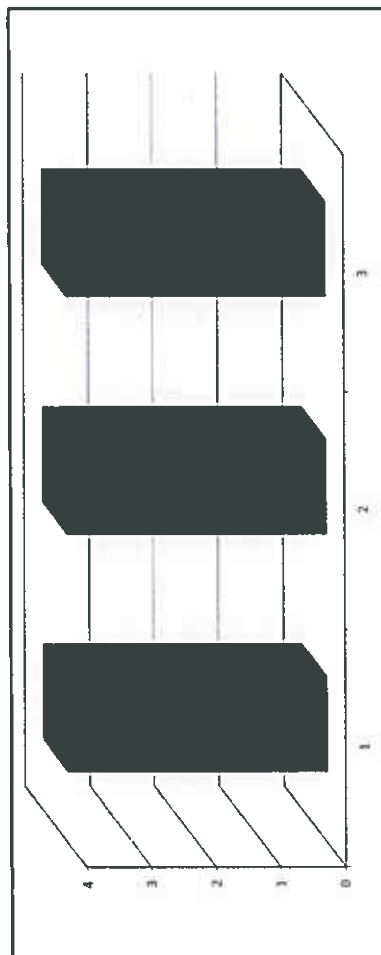
cc: Tomas Gonzalez, City Manager  
Robert Cortinas, Deputy City Manager of Support Services & Chief Financial Officer

**Edmundo S. Calderon – Chief Internal Auditor**  
Internal Audit Office | 218 N. Campbell | El Paso, TX 79901  
O: (915) 212-0069 | Email: calderones@elpasotexas.gov



City of El Paso  
Internal Audit Office  
Tax Office Refund Project  
Week of 06/21/2021 Reviews- Over Three Years

#	Refund To	P.I.D. Number	Amount of Refund	Date Application was Received	Date of Proof of Payment was Received in the Tax Office	Date Application was approved by the Tax Office	Date Tax Office Sent to Internal Audit for Review	Total Days from Date Proof of Payment to Date Asked to be Reviewed	Date Internal Audit Reviewed Application	Comments
1	Tequila Sunrise C/O Fong Jose JR	2001-999-0165-0042	\$420.03	6/18/2021	6/21/2021	6/22/2021	6/25/2021	-4	6/29/2021	
2	Carlos Garcia	2002-999-3608-0033	\$31.96	6/16/2021	6/21/2021	6/23/2021	6/25/2021	-4	6/29/2021	
3	Nader Kassem	2005-999-0007-0042	\$814.64	6/16/2021	6/21/2021	6/22/2021	6/25/2021	-4	6/29/2021	
			<b>\$1,266.63</b>							





## RESOLUTION

**WHEREAS**, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

**WHEREAS**, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

**WHEREAS**, taxpayer, Jose Fong through Tequila Sunrise C/O Jose Fong Jr ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on December 28, 2017 in the amount of \$420.03 for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2017 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

THAT THE City finds that Tequila Sunrise C/O Jose Fong Jr showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2017 taxes and the tax refund in the amount of \$420.03 is approved.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

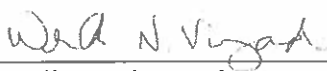
**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor


**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Maria O. Pasillas, RTA  
Tax Assessor/Collector





MARIA O. PASILLAS, RTA  
CITY OF EL PASO TAX ASSESSOR COLLECTOR  
221 N. KANSAS, STE 300  
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

TAX OFFICE  
RECEIVED  
JUN 21 2021

TEQUILA SUNRISE  
C/O FONG JOSE JR  
11701 GATEWAY BLVD W  
EL PASO, TX 79936-7407

Geo No. 2001-999-0165-0042	Prop ID 502939
Legal Description of the Property FURN INV MACH SIGN 11701 W GATEWAY BLVD  OWNER XCAPE	

2017 OVERAGE AMOUNT \$420.03

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

**Step 1. Identify the refund recipient.**

Show information for whom ever will be receiving the refund.

Who should the refund be issued to:

Name: Jose Fong Jr  
Address: 11710 Las Palmas  
City, State, Zip: El Paso TX 79936  
Daytime Phone No: 915 383-9888

E-Mail Address:

**Step 2. Provide payment information.**

Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:	Check No.	Date Paid	Amount Paid
	04127	12/28/17	\$420.03

**TOTAL AMOUNT PAID (sum of the above amounts)**

**Step 3. Provide reason for this refund.**

Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

- ☒ I paid this account in error and I am entitled to the refund.
- ☐ I overpaid this account. Please refund the excess to the address listed in Step 1.
- ☐ I want this payment applied to next year's taxes.
- ☐ This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

**Step 4. Sign the form.**

Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME & DATE

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

Date:



Notes

Go To:

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ACT80122 v1.9007/08/2021 09:03:53  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
X1228171006	200199901650042				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A03112179	03/11/2021	47078869	139	CH	\$494.76	\$494.76	PA	200199901650042	29630162-F W INC
	R0111242091	07/31/2020	36612056	0000229754	CH	\$420.03	\$420.03	LG	200199901650042	TEQUILA SUNRISE
	RD3517537	07/31/2020	36612056	0000229754	CH	\$420.03	\$420.03	LG	200199901650042	TEQUILA SUNRISE
	A03102081	03/10/2020	43915469	1384	CH	\$480.75	\$480.75	PA	200199901650042	XCAPE
	A03071979	03/07/2019	40914679	1084	CH	\$469.13	\$469.13	PA	200199901650042	XCAPE
	RC210622	12/28/2017	36612056	04127	CH	\$420.03	\$420.03	LG	200199901650042	29884644-TEQUILA SUNRISE
	RC210622	12/28/2017	36612056	04127	CH	\$420.03	\$420.03	TR	200199901650042	TEQUILA SUNRISE
	X1228171006	12/28/2017	36612056	04127	CH	\$420.03	\$420.03	LG	200199901650042	TEQUILA SUNRISE
	T10251740006	10/30/2017	35802234	04040	CH	\$420.03	\$420.03	PA	200199901650042	TEQUILA SUNRISE
	A12211677	12/21/2016	33452968	4009	CH	\$420.39	\$420.39	PA	200199901650042	TEQUILA SUNRISE
	X1104151012	11/04/2015	29802162	03662	CH	\$31.14	\$31.14	PA	200199901650042	TEQUILA SUNRISE
	R92015ACT	10/13/2015	29586973	13622	CH	\$0.00	\$0.00	TR	200199901650042	TEQUILA SUNRISE

Applied Total \$11,345.64



## RESOLUTION

**WHEREAS**, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

**WHEREAS**, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

**WHEREAS**, taxpayer, Carlos Garcia through Anthony Auto Sales C/O Carlos Garcia ("Taxpayer") has applied for a refund with the tax assessor for their 2018 property taxes that were overpaid on January 23, 2018 in the amount of \$31.96 for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2018 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

THAT THE City finds that Anthony Auto Sales C/O Carlos Garcia showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2018 taxes and the tax refund in the amount of \$31.96 is approved.

**APPROVED this** \_\_\_\_\_ **day of** \_\_\_\_\_, 2021.

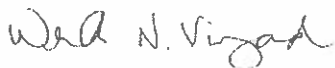
**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leoser  
Mayor


**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Maria O. Pasillas, RTA  
Tax Assessor/Collector





MARIA O. PASILLAS, RTA  
CITY OF EL PASO TAX ASSESSOR COLLECTOR  
221 N. KANSAS, STE 300  
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

TAX OFFICE  
RECEIVED  
JUN 21 2021

ANTHONY AUTO SALES  
% CARLOS GARCIA  
PO BOX 1423  
CANUTILLO, TX 79835-1423

OP  
+ 3 yrs

Geo No. 2002-999-3608-0033	Prop ID 507542
Legal Description of the Property DEALER MOTOR VEH INV P108433	
7044 FOURTH ST	
OWNER: ANTHONY AUTO SALES	

2018 OVERAGE AMOUNT \$31.96

6. COUNTY OF EL PASO, 7. EL PASO COMMUNITY COLLEGE, 8. UNIVERSITY MEDICAL CENTER OF EL PASO, 18. CANUTILLO ISD, 27. EMERG. SERVICES DIST. #2

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

**APPLICATION FOR PROPERTY TAX REFUND:**

This application must be completed, signed, and submitted with supporting documentation to be valid.

**Step 1. Identify the refund recipient.**

Show information for whom ever will be receiving the refund.

Who should the refund be issued to:

Name:

Address:

City, State, Zip:

Daytime Phone No.:

E-Mail Address:

**Step 2. Provide payment information.**

Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:

Check No.

Date Paid

Amount Paid

TOTAL AMOUNT PAID (sum of the above amounts)

**Step 3. Provide reason for this refund.**

Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

☒ I paid this account in error and I am entitled to the refund.

☒ I overpaid this account. Please refund the excess to the address listed in Step 1.

☐ I want this payment applied to next year's taxes.

☐ This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

**Step 4. Sign the form.**

Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME & DATE

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

Date:



Notes

Go To

ANDREA  
ACT80122 v1.9007/08/2021 09:03:53  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
B02021875	200299936080033				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	SI0212221	10/13/2018	34642390	2980630	CH	\$0.00	\$6.76	LG	200299936080033	ANTHONY AUTO SALES
	SI0212221	10/13/2018	34642390	2980630	CH	\$0.00	\$6.76	TR	200299936080033	ANTHONY AUTO SALES
	P20184000001	01/31/2018	37801560	88888	CH	\$5,173,530.45	\$36.32	PA	200299936080033	88888-COUNTY TAX OFF
	R030218398	01/31/2018	37598569	0003242999	CH	\$0.00	\$36.32	LG	200299936080033	ANTHONY AUTO SALES
	R030218398	01/31/2018	37598569	0003242999	CH	\$0.00	\$36.32	TR	200299936080033	ANTHONY AUTO SALES
	R030918398	01/31/2018	37598569	0003242999	CH	\$0.00	\$36.32	TR	200299936080033	ANTHONY AUTO SALES
	R030918398	01/31/2018	37598569	0003242999	CH	\$0.00	\$36.32	TR	200299936080033	ANTHONY AUTO SALES
	B02021875	01/23/2018	37598569	0003242999	CH	\$36.32	\$36.32	PA	200299936080033	ANTHONY AUTO SALES
	P201740001	01/31/2017	34881384	1713	CH	\$4,984,903.08	\$23.46	PA	200299936080033	88888-COUNTY TAX OFF
	R030918398	01/31/2017	34642390	2980630	CH	\$0.00	\$23.46	TR	200299936080033	ANTHONY AUTO SALES
	R030918398	01/31/2017	34642390	2980630	CH	\$0.00	\$23.46	TR	200299936080033	ANTHONY AUTO SALES
	X02021741	01/31/2017	34642390	2980630	CH	\$23.46	\$23.46	LG	200299936080033	ANTHONY AUTO SALES

Applied Total \$1,037.23



## RESOLUTION

**WHEREAS**, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

**WHEREAS**, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

**WHEREAS**, taxpayer, Nader Kassem through Avalance Preowned Vehicles LP C/O Nader Kassen ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on January 24, 2017 in the amount of \$814.64 for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2016 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

THAT THE City finds that Avalance Preowned Vehicles LP C/O Nader Kassen showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of \$814.64 is approved.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

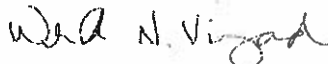
**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser  
Mayor


**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi N. Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Maria O. Pasillas, RTA  
Tax Assessor/Collector





MARIA O. PASILLAS, RTA  
CITY OF EL PASO TAX ASSESSOR COLLECTOR  
221 N. KANSAS, STE 300  
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

TAX OFFICE  
RECEIVED  
JUN 21 2021

AVALANCHE PREOWNED VEHICLES LP  
C/O KASSEN NADER  
7317 ALAMEDA AVE  
EL PASO, TX 79915-3600

Geo No. 2005-999-0007-0042	Prop ID 513563
Legal Description of the Property DEALER MOTOR VEH INV	
7317 ALAMEDA AVE-A	
OWNER: AVALANCHE PREOWNED VEHICLES LP	

2016 OVERAGE AMOUNT SR14.64

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

**APPLICATION FOR PROPERTY TAX REFUND:** This application must be completed, signed, and submitted with supporting documentation to be valid.

**Step 1. Identify the refund recipient.**

Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: NADER KASSEM

Address: 7317 ALAMEDA AVE #A

City, State, Zip: EL PASO TX, 79915

Daytime Phone No.: 915 525 1720

E-Mail Address: nakassem@aol.com

**Step 2. Provide payment information.**

Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:

Check No.

Date Paid

Amount Paid

03167

1/24/17

\$814.64

**TOTAL AMOUNT PAID (sum of the above amounts)**

**Step 3. Provide reason for this refund.**

Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

☐ I paid this account in error and I am entitled to the refund.

☒ I overpaid this account. Please refund the excess to the address listed in Step 1.

☐ I want this payment applied to next year's taxes.

☐ This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

**Step 4. Sign the form.**

Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME & DATE

NADER KASSEM 6-16-21

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

Date:



Notes

Go To:

ANDREA  
ACT80122 v1.9007/08/2021 09:03:53  
ACTEP

DEPOSIT Remittance Detail

## Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
X0124171003	200599900070042				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	P20200000001	01/31/2021	46902105	1817	CH	\$6,036,397.91	\$766.47	PA	200599900070042	AVALANCHE PREOWNEC
	P20190001	01/31/2020	43721639	1791	CH	\$5,651,502.86	\$674.51	PA	200599900070042	AVALANCHE PREOWNEC
	P20180001	01/31/2019	40753029	88888	CH	\$5,173,266.47	\$883.60	PA	200599900070042	88888-COUNTY TAX OFF
	P20184000001	01/31/2018	37801560	88888	CH	\$5,173,530.45	\$994.11	PA	200599900070042	88888-COUNTY TAX OFF
	P201740001	01/31/2017	34881384	1713	CH	\$4,984,903.08	\$837.81	PA	200599900070042	88888-COUNTY TAX OFF
	R030217398	01/31/2017	34254042	03167	CH	\$0.00	\$814.64	TR	200599900070042	AVALANCHE PREOWNEC
	R030217398	01/31/2017	34254042	03167	CH	\$0.00	\$814.64	LG	200599900070042	AVALANCHE PREOWNEC
	RC210622	01/31/2017	34254042	03167	CH	\$814.64	\$814.64	TR	200599900070042	AVALANCHE PREOWNEC
	RC210622	01/31/2017	34254042	03167	CH	\$814.64	\$814.64	LG	200599900070042	29884551-NADER KASSI
	X0124171003	01/24/2017	34254042	03167	CH	\$814.64	\$814.64	PA	200599900070042	AVALANCHE PREOWNEC
	P201640001	01/31/2016	31792814	88888	CH	\$4,619,874.73	\$758.30	PA	200599900070042	88888-COUNTY TAX OFF
	P201540001	01/31/2015	28776808	1657	CH	\$4,084,072.73	\$862.83	PA	200599900070042	88888-COUNTY TAX OFF

Applied Total \$11,415.35





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 21-817, 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 Peter Svarzbein, (915) 212-1002

#### **AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

For notation pursuant to Section 2.92.110 of the City Code: receipt of campaign contributions by Representative Peter Svarzbein in the amount of \$500.00 from Deborah Kastrin; \$750.00 from Melinda and Meyer Marcus.





Legislation Text

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File #: 21-792, Version: 1

---

**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**Districts 1 and 8**

Economic and International Development, Mirella Craigo, (915) 212-1617

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

An Ordinance approving amendment number twenty to the Project Plan and Reinvestment Zone financing plan for Tax Increment Reinvestment Zone (TIRZ) Number Five, City of El Paso, Texas, to allocate up to One Hundred Thousand dollars of the Tax Increment Reinvestment Zone annual revenue to the Downtown Management District Commercial Façade Improvement Program; adopting said amendments as required by section 311.011(e) Texas Tax Code.



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 20, 2021

**PUBLIC HEARING DATE:** August 3, 2021

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Mirella Craigo, 915.212.1617

**DISTRICT(S) AFFECTED:** 1 & 8

**STRATEGIC GOAL 1:** CULTIVATE AN ENVIRONMENT CONDUCIVE TO STRONG, SUSTAINABLE ECONOMIC DEVELOPMENT

**SUBGOAL 1.7:** Identify and develop plans for areas of reinvestment and local partnership

**SUBJECT:**

An ordinance approving amendment number twenty to the project plan and reinvestment zone financing plan for tax increment reinvestment zone (TIRZ) number five, City of El Paso, Texas, to allocate up to one hundred thousand dollars of the tax increment reinvestment zone annual revenue to the downtown management district commercial façade improvement program; adopting said amendments as required by section 311.011(e) Texas Tax Code.

**BACKGROUND / DISCUSSION:**

The Downtown Commercial Façade Improvement Grant Program (Façade Program), is part of an Interlocal agreement between the City of El Paso and Downtown Management District (DMD) whose purpose is to provide grant funding to existing business and/or property owners to encourage improvement and rehabilitation of the exterior of privately-owned buildings within the DMD boundaries.

The DMD has seen a surge in requests in the program and the current budget will not cover all of the project requests made, because of the high demand. Because of this, on March 18, 2021, the TIRZ board recommended an additional \$100,000 allocation to the Façade Program.

**PRIOR COUNCIL ACTION:**

The Seventeenth Amendment, by Ordinance No. 019021, dated February 4th, 2020 and with recommendation by the TIRZ Board, City Council approved additional funding in the amount of \$25,000 per year for eligible project costs for the DMD's Commercial Façade Improvement Grant Program. The additional \$25,000 per year increases the funding for eligible costs from \$75,000 per year to \$100,000 per year. City Council approved yearly allocations in the amount of \$100,000 to begin calendar year 2020

**AMOUNT AND SOURCE OF FUNDING:**

Tax Increment Zone No. 5

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** \_\_\_\_ YES x NO

**PRIMARY DEPARTMENT:** Economic Development

**SECONDARY DEPARTMENT:** N/A

Revised 04/09/2021



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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Jessica Herrera*

---

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING AMENDMENT NUMBER TWENTY TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF EL PASO, TEXAS, TO ALLOCATE UP TO ONE HUNDRED THOUSAND DOLLARS OF THE TAX INCREMENT REINVESTMENT ZONE ANNUAL REVENUE TO THE DOWNTOWN MANAGEMENT DISTRICT COMMERCIAL FAÇADE IMPROVEMENT PROGRAM; ADOPTING SAID AMENDMENTS AS REQUIRED BY SECTION 311.011(E) TEXAS TAX CODE.**

**WHEREAS**, by the City of El Paso Ordinance No. 016528, adopted December 19, 2006, the City Council created Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas (the “Zone”), establishing the boundaries of the Zone as described therein, pursuant to the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code (as amended, the “Act”); and later amended by Ordinances No. 016803 and 016804 on December 18, 2007, by Ordinance No. 017821 on July 17, 2012, and by Ordinance No. 018049 on July 30, 2013; and

**WHEREAS**, by City of El Paso Ordinance No. 017081, adopted March 10, 2009, the City Council approved and adopted the Project Plan and Reinvestment Zone Financing Plan for the Zone, pursuant to Section 311.011(d) of the Act after their adoption by the Board of Directors (the “Board”) of the Zone; later amended on: April 7, 2009 by Ordinance No. 017102; November 17, 2009 by Ordinance No. 017239; December 22, 2009 by Ordinance No. 017258; November 8, 2011 by Ordinance No. 017674; May 15, 2012 by Ordinance No. 017788; July 17, 2012 by Ordinance No. 017821; August 28, 2012 by Ordinance No. 017861; July 30, 2013 by Ordinance No. 018049; March 4, 2014 by Ordinance No. 018132; January 6, 2015 by Ordinance No. 018302; September 6, 2016 by Ordinance No. 018566; October 4, 2016 by Ordinance No. 018578; March 21, 2017 by Ordinance No. 018645; June 13, 2017 by Ordinance No. 018689; February 20, 2018 by Ordinance No. 018756; July 9, 2019 by Ordinance No. 018940; February 4, 2020 by Ordinance No. 019021; October 27, 2020 by Ordinance No. 019110; and on March 16, 2021 by Ordinance No. 019152; and on \_\_\_\_\_, 2021 by this Ordinance No. \_\_\_\_\_; and;

**WHEREAS**, the Board supports the City in development activities for the Zone and actively participates in planning and identifying potential projects within the Zone that are consistent with and implement the Zone’s Project Plan; and



**WHEREAS**, on March 18, 2021, the Board recommended approval of an amendment to the Zone's Project Plan and Reinvestment Zone Plan to allocate \$100,000.00 to the Downtown Management District Commercial Façade Improvement Grant Program;

**WHEREAS**, pursuant to Section 311.011(e) of the Act, the Board may adopt amendments to the plans consistent with the requirements and limitations of the Act, which become effective when approved by the governing body of the municipality by a duly authorized ordinance; and

**WHEREAS**, the City desires to amend the Zone's Project Plan and Reinvestment Zone Financing Plan as approved by the Board, in support of community revitalization and economic development within the Zone; and

**WHEREAS**, it is found that inclusion of the afore mentioned amendment and projects contained therein are economically feasible; and

**WHEREAS**, it is further found and determined that the meeting at which this Ordinance was passed was open to the public and public notice of the time, place and subject of said meeting was given all as required by Chapter 551, Texas Government Code; and

**WHEREAS**, the City Council, as the governing body of the City, approves the amendment to the Zone's Project Plan and Reinvestment Zone Financing Plan, as evidenced by this Ordinance;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO THAT:**

**SECTION 1.** Except as amended herein and by properly adopted prior amendments, Ordinance 016528 shall remain in full force and effect.

**SECTION 2.** The Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas are hereby amended to allocate \$100,000.00 to the Downtown Management District Commercial Façade Improvement Grant Program;

**SECTION 3.** The amendment to the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas is hereby determined to be feasible and in conformity with the City's comprehensive plan and said amendments are hereby approved.

**SECTION 4.** The statements set forth in the recitals of this Ordinance are declared to be true and correct and are incorporated as part of this Ordinance.



**SECTION 5.** The provisions of this Ordinance are severable. If any provision of this Ordinance or the application thereof to any circumstances shall be held to be invalid or unconstitutional, the remainder of this Ordinance shall nevertheless be valid.

PASSED and ADOPTED this \_\_\_\_\_ day of August, 2021


**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leoser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Frances M. Maldonado Engelbaum  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Jessica Herrera, Director  
Economic & International Development



REINVESTMENT ZONE NUMBER FIVE

CITY OF EL PASO, TEXAS

TWENTIETH AMENDMENT:

Final Project Plan and Reinvestment Zone Financing Plan

**Submitted by:**

**Economic & International Development Department**

**(915) 212-0094**

Amended:

April 7, 2009 (Ordinance No. 017102)

November 18, 2009 (Ordinance No. 017239)

December 22, 2009 (Ordinance No. 017258)

November 8, 2011 (Ordinance No. 017674)

May 15, 2012 (Ordinance No. 017788)

July 17, 2012 (Ordinance No. 017821)

August 28, 2012 (Ordinance No. 017861)

July 30, 2013 (Ordinance No. 018049)

March 4, 2014 (Ordinance No. 018132)

January 6, 2015 (Ordinance No. 018302)

September 6, 2016 (Ordinance No. 018566)

October 4, 2016 (Ordinance No. 018578)

March 21, 2017 (Ordinance No. 018645)

June 13, 2017 (Ordinance No. 018689)

February 20, 2018 (Ordinance No. 018756)

July 9, 2019 (Ordinance No. 018940)

February 4, 2020 (Ordinance No. 019021)

October 27, 2020 (Ordinance No. 019110)

March 16, 2021 (Ordinance No. 019152)

\_\_\_\_\_, 2021 (Ordinance No. \_\_\_\_\_)



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This is the Twentieth Amendment to the Project and Financing Plan for Reinvestment Zone No. 5 and is supplemental to the existing Project and Financing Plan.

## **OVERVIEW**

This Final Project Plan and Final Reinvestment Zone Financing Plan for TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF EL PASO, TEXAS (the "Zone") was recommended for adoption by the Board on February 12, 2009 and is based on the Preliminary Project and Financing Plan adopted by City Council when the Zone was created in December 2006 through approval of Ordinance No. 016528. The Zone was expanded with the recommendation of the TIRZ Board by City Council on December 18, 2007 with Ordinance No. 016803 and Ordinance No. 016804.

### **First Amendment:**

By Ordinance No. 017102, dated November 17, 2009, and by TIRZ Board recommendation, the City approved the first Plan amendment, which allocated \$32,000 to the Façade Program. The purpose of the Commercial Façade Improvement Grant Program is to provide grant funding to existing business property owners or lessees to encourage renovation and rehabilitation of the exterior of buildings in the Zone. This program aims to improve the aesthetics within the Zone as attractive building façades positively impact the marketability and perception of the area. The Program consists of a one-dollar to one-dollar match for approved improvements. Reimbursement grants will be awarded for façade improvements that restore, preserve, rehabilitate, enhance or beautify a structure. Eligible improvements include:

- Signs (new, repairs, replacement, removal)
- Grate and grate box removal or conversion of solid grates to an open mesh style
- Awnings
- Lighting
- Paint
- Removal/replacement of inappropriate or incompatible exterior finishes or materials
- Recessing/reconfiguring entrances
- Removal of extraneous elements
- Door/window replacement or repair
- Exterior cleaning
- Historical architectural elements

### **Second Amendment:**

The City approved by Ordinance No. 017239, dated November 17, 2009, the allocation of \$28,000 to Project No. 2: First Avenue Lofts (Mixed Use Residential). Located at 300 S. Florence El Paso, Texas, the First Avenue Lofts Project consists of the adaptive reuse of an old warehouse building into a mixed-use development project with retail at the ground floor and eight dwelling units described as upscale lofts in the upper floors. The



project developer is The El Paso Project, LLC. The conversion of the warehouse will necessitate public improvements in the sidewalk area; there are currently no sidewalks along one side of the building. The improvements include installation of the sidewalk, street lighting and related amenities in the public right of way. The age and the change of use of the building require retrofitting of the public utility connections.

Public improvement costs that will be eligible for reimbursement through the use of tax increment finance funds of the Zone are: installation, extension and/or renovation of sidewalks and abutting improvements to the adjacent street, and the construction of other public improvements including streetscape improvements and amenities such as street lighting. The additional tax increment finance funds for the project in the amount of \$22,000 are allocated to fund public utility connection costs associated with installation of water, sewer and fire lines to the building.

### **Third Amendment:**

By Ordinance No. 017258, dated December 22, 2009, the City approved the amendment of the Commercial Façade Improvement Grant Program by increasing the allocation \$25,000

This Third Amendment, by recommendation of the TIRZ Board and City Council approved, increased the allocation of Project No. 2: First Avenue Lofts (Mixed Use Residential) by \$22,000. The additional tax increment finance funds are allocated to fund public utility costs associated with installation of water, sewer and fire lines to the building.

### **Fourth Amendment:**

This Fourth Amendment allocated \$17,780 to Project No. 3: 910 Texas Ave. (Mixed Use Residential). Located at 910 Texas Ave, El Paso, Texas, the project consists of the rehabilitation and construction of a building into a mixed-used development with 1,684 square feet of office space at the ground floor and five dwelling units on the upper floor(s). The project developer is Donald Luciano. The construction of the building will necessitate public improvements in the area. The improvements include installation of street lighting, sewer taps and drain lines.

Public improvements costs that will be eligible for reimbursement through the use of tax increment finance funds of the Zone are: construction and installation of public improvements associated with the public utility connection costs associated with the installation of sewer taps and drain lines amenities such street lighting. The tax increment funds for the project in the amount of \$17,780 are allocated to fund these public improvements.

The City approved, by TIRZ Board recommendation, allocation of \$12,960 for TIRZ administration costs each fiscal year.



### **Fifth Amendment:**

The City Council approved, by Ordinance No. 017788, dated May 15, 2012, additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program.

The Fifth Amendment also approved funding in the amount of \$100,000 for Project No. 4: Civic Space at Cavalryman Pocket Park. Located at Henderson's Triangle (near intersection of Santa Fe and Missouri Streets) El Paso, Texas, the Project consists of open space improvements by adding a solar-powered pavilion, landscaping, and expansion of the pocket park. The public infrastructure improvements include new curb, ADA compliant stamped colored concrete sidewalk, ADA ramps, landscaping, irrigation and lighting. The property is owned by the City of El Paso.

Public improvement costs that will be eligible for reimbursement through the use of tax increment finance funds of the zone are: new curb, ADA compliant stamped colored concrete, ADA ramps, landscaping, irrigation and lighting. The tax increment funds for the project in the amount of \$100,000 are allocated to fund these public improvements, to be allocated by the City Manager or designee to the appropriate city departments or accounts for project implementation.

### **Sixth Amendment:**

This Sixth Amendment, approved by City Council by Ordinance No. 017821, dated July 17th, 2012, provides for the annexation of Addition B in the Union Plaza District, bounded by Paisano Street, Leon Street, Durango Street, San Francisco Street and more particularly shown on Exhibits A & B (Addition B) . Addition B Area has several of the same characteristics as property in the existing TIRZ No. 5 as detailed on pages 1-10 of the original plan. The present and existing uses of Addition B Area are detailed in Exhibit C.

The Addition B in Union Plaza has an estimated total net taxable value of \$12,150,991. The proposed public infrastructure improvements for the addition include the installation, extension and/or renovation of streets, drainage, utilities and sidewalks, and the construction of other public improvements including streetscape improvements and amenities related to developments that include housing, in particular affordable housing as a priority. The City will contribute 100% of its tax increment revenue; no other taxing authorities are participating.

Addition B in Union Plaza has a total of 9.45 acres and falls inside the Historic Incentive District. The new total acreage for the Tax Increment Reinvestment Zone No. 5 is 298 acres. Addition B is composed by office space, entertainment, restaurants and mixed- use housing with some affordable units. A mix of uses is expected anchored by office buildings with a variety of retail uses on the ground floor, enhanced public open spaces, streetscape improvements, and visitor-oriented development. Between 100 and 200 residential units, 40,000 square feet of office space and 20,000 square feet of retail



space are anticipated in this district. The catalyst project for this redevelopment is mixed-use development incorporating office & retail space.

Improvements in the district will take into account historic and culturally significant areas and structures and sensitive sites will be preserved. Redevelopment in this district is designated to both complement and stimulate improvements in the other five districts as described in the Downtown 2015 Plan.

Financial Plan / Economic Feasibility Study:

A conservative estimate of the value over the next five to ten years is placed at \$17,500,000. Refer to Exhibit D for more detailed information. The projected tax increment generated on this conservative estimate of value in the Addition B Area is sufficient to support other projects inside the zone.

Other Project Plan Provisions:

Reinvestment Zone Duration: When initially created by the City in December 2006, the term of the TIRZ No. 5 was established at 30 years. No change is proposed to the existing zone duration.

City Participation in the Addition B Area: The City will participate with 100% of its ad valorem tax increment revenue for the full life of the annexation and none of its sales tax revenue. No other taxing jurisdiction is anticipated to participate. Project costs will be paid from tax increment revenue as available or by the issuance of bonds, if the City so elects and amends this amendment.

Estimated Bond Indebtedness: The City reserves the right from time to time during the duration of the Zone to issue tax-exempt bonds ("Bonds") payable from tax increment revenue. The future issuance of Bonds is at the City's sole and absolute discretion and would be preceded by an amendment and approved by City Council.

Relocating Persons: No displacement or relocation of residents is anticipated based on the implementation of this Sixth Amendment.

Municipal Ordinances: No changes to City codes or ordinances are proposed in this Sixth Amendment to the Plan.

Sources of Revenue / Taxing Jurisdiction Participation: No changes to the sources of revenue or taxing jurisdiction participation described in the Plan are made by this Sixth Amendment.

Timing of Project Costs and Monetary Obligations: The City and Addition B Area will incur monetary obligations as the stream of tax revenue allow. Developers will be reimbursed only after completion, inspection and acceptance by the City of eligible public improvements or as detailed in agreements between the City and Developer(s). Administrative costs and costs related to the creation and organization of the Zone maybe paid from tax increment revenue or bond proceeds, if issued. Administrative costs



advanced by a developer are eligible for reimbursement from tax increment proceeds or bond proceeds.

Methods of Financing: No changes to the methods of financing described in the Plan are made by this Sixth Amendment.

Current Total Appraised Value: The base year value for the Addition B Area is the certified appraised value as of January 1, 2012. A current estimate of the base year value is shown on the chart in Exhibit E.

Estimated Captured Appraised Value: An estimate of the captured appraised value of the Addition B Area during each year of the TIRZ No. 5 existence is shown on the chart in Exhibit E.

### **Seventh Amendment:**

This Seventh Amendment, approved by City Council, by Ordinance No. 017861, dated August 28, 2012, amends the Project Plan and Reinvestment Zone Financing Plan by adding Project No. 5: Improving Downtown through Strategic Investment (2012-2022) in the maximum amount of \$5,000,000.

TIRZ No. 5 funds will be allocated to initiate and to reimburse the City's general revenue fund for the identified strategic investment public infrastructure projects in the Exhibit A below ("strategic investment projects") in accordance with the following terms, conditions, and restrictions:

1. An initial expenditure of \$1,000,000 will be allocated from the TIRZ No. 5 fund in Fiscal Year 2012 to initiate the strategic investment projects, in a manner determined by the City Manager or designee to the appropriate city departments or accounts for project implementation.
2. Subsequent to the initial expenditure and continuing on an annual basis for ten (10) consecutive years, TIRZ No. 5 funds in an amount not to exceed \$400,000 per fiscal year will be transferred to the City general revenue fund as reimbursement for actual project costs incurred in constructing the strategic investment projects; provided, however in no event the aggregate of reimbursement payments exceed seventy percent (70%) of the TIRZ No. 5 balance on hand, in which case the outstanding reimbursement obligation will carry over to the next fiscal year. Reimbursement for strategic investment projects will take priority over any other subsequent fund allocation.
3. The maximum allocation for each strategic investment project is indicated in Table 1; however, the City staff will make a concerted effort to generate per project cost savings, with such funds to be retained in the TIRZ No. 5 fund balance for future TIRZ projects.  
Board for informational purposes.



## **Eighth Amendment:**

The City Council approved, by Ordinance No. 018049, dated July 30th, 2013, additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. Subsequently, City Council approved allocation of \$2,160 for FY 2013, and \$12,960 for FY 2014 towards TIRZ No. 5 administrative costs for the TIRZ use of City personnel services.

This Eighth Amendment, approved by City Council, Ordinance No. 018049, dated July 30th, 2013, provides for the annexation of Addition C South El Paso Street, bounded by Paisano Street, Santa Fe Street, "Alley D" Sixth Street, and more particularly shown on Exhibits A & B (Addition C). Addition C Area has several of the same characteristics of properties in the existing TIRZ No. 5 as detailed on pages 1-10 of the original plan. The present and existing uses of Addition C Area are detailed in Exhibit C.

Addition C, South El Paso Street has an estimated total net taxable value of \$32,606,657. The proposed public infrastructure improvements for the addition include the installation, extension and/or renovation of streets, drainage, utilities and sidewalks, and the construction of other public improvements including streetscape improvements and amenities related to the existing developments. The City will contribute 100% of its tax increment revenue; no other taxing authorities are participating.

Addition C, South El Paso Street is a total of 8.4 acres and falls inside the Historic Incentive District. The new total acreage for the Tax Increment Reinvestment Zone No. 5 is 306.4 acres. Addition C is composed of mostly retail commercial properties. A mix of uses is expected with a variety of retail uses on the ground floor, enhanced public open spaces, streetscape improvements, and visitor-oriented development.

Improvements in the district will take into account historic and culturally significant areas and structures and sensitive sites will be preserved. Redevelopment in this district is designated to both complement and stimulate improvements in the other five districts as described in the Downtown 2015 Plan.

### Financial Plan / Economic Feasibility Study:

A 3% and 5% increase projection is used for a 10 year period to estimate the projected City tax increment generated in the Addition C area. A conservative estimate of the total City tax increment is estimated to be between \$388,000- \$688,000 over the next ten years. Refer to Exhibit D for more detailed information.

Reinvestment Zone Duration: When initially created by the City in December 2006, the term of the TIRZ No. 5 was established at 30 years. No change is proposed to the existing zone duration valorem tax increment revenue for the full life of the annexation and none of its sales tax revenue. No other taxing jurisdiction is anticipated to participate. Project costs will be paid from tax increment revenue as available or by the issuance of bonds, if the City so elects and amends this Project and Financing plan

Estimated Bond Indebtedness: The City reserves the right from time to time during the



duration of the Zone to issue tax-exempt bonds (“Bonds”) payable from tax increment revenue. The future issuance of Bonds is at the City’s sole and absolute discretion and would be preceded by an amendment and approved by City Council.

Relocating Persons: No displacement or relocation of residents is anticipated based on the implementation of this Eighth Amendment.

Municipal Ordinances: No changes to City codes or ordinances are proposed in this Eighth Amendment to the Plan.

Sources of Revenue / Taxing Jurisdiction Participation: No changes to the sources of revenue or taxing jurisdiction participation described in the Plan are made by this Eighth Amendment.

Timing of Project Costs and Monetary Obligations: The City and Addition C Area will incur monetary obligations as stream of tax revenue allow. Developers will be reimbursed only after completion, inspection and acceptance by the City of eligible public improvements or as detailed in agreements between the City and Developer(s). Administrative costs and costs related to the creation and organization of the Zone may be paid from tax increment revenue or bond proceeds, if issued. Administrative costs advanced by a developer are eligible for reimbursement from tax increment proceeds or bond proceeds.

Methods of Financing: No changes to the methods of financing described in the Plan are made by this Seventh Amendment.

Current Total Appraised Value: The base year value for the Addition C Area is the certified appraised value as of January 1, 2013. A current estimate of the base year value is shown on the chart in Exhibit D.

Estimated Captured Appraised Value: An estimate of the captured appraised value of the Addition C Area during each year of the TIRZ No. 5 existence is shown on the chart in Exhibit D.

### **Ninth Amendment:**

The Ninth Amendment, by Ordinance No. 018132, dated March 04, 2014, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:



Project No. 1: Commercial Façade Improvement Grant Program.

- Original Amount: \$32,000
- First Amended Amount 11-17-2009: \$57,000
- Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- Fifth Amended Amount: 08-30-13: \$323,000 (increased by \$100,000)
- Sixth Amended Amount: \$423,000 (increased by \$100,000)

**Tenth Amendment:**

The Tenth Amendment, by Ordinance No. 018302, dated January 6th, 2015, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:

Project No. 1: Commercial Façade Improvement Grant Program.

- Original Amount: \$32,000
- First Amended Amount 11-17-2009: \$57,000
- Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- Fifth Amended Amount 08-30-13: \$323,000 (increased by \$100,000)
- Sixth Amended Amount 03-04-14: \$423,000 (increased by \$100,000)
- Seventh Amended Amount \$523,000 (increased by \$100,000)



### **Eleventh Amendment:**

The Eleventh Amendment, by Ordinance No. 018566, dated September 6, 2016, and by recommendation of the TIRZ Board, City Council approved exempting the Camino Real Redevelopment (associated with PID: M47399901600100) and Marriot Courtyard Hotel Construction projects (associated with PID: S16799900504500) from the tax increment contribution to the TIRZ5 tax increment fund.

In support of these projects; the TIRZ board further recommended, and City Council approved, to support and allow all conveyances of property associated with the Camino Real Redevelopment Project (associated with PID: M47399901600100) and the Marriot Courtyard Hotel Construction Project (associated with PID: S16799900504500), designating the City Manager to act as signatory on the behalf of the TIRZ5 board.

### **Twelfth Amendment:**

The Twelfth Amendment, by Ordinance No. 018578, dated October 4, 2016, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:

#### **Project No. 1: Commercial Façade Improvement Grant Program.**

- Original Amount: \$32,000
- First Amended Amount 11-17-2009: \$57,000
- Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- Fifth Amended Amount 08-30-13: \$323,000 (increased by \$100,000)
- Sixth Amended Amount 03-04-14: \$423,000 (increased by \$100,000)
- Seventh Amended Amount \$523,000 (increased by \$100,000)
- Eighth Amended Amount \$623,000 (increased by \$100,000)

### **Thirteenth Amendment:**

The Thirteenth Amendment, by Ordinance No. 018645, dated March 21, 2017, and by recommendation of the TIRZ 5 Board, City Council terminated funding to Project No. 5: Improving Downtown through Strategic Investments (2012-2022): Tree String Lights, Wayfinding, and Streetscape / Tree Canopy. Project No. 5 was originally approved in



the Seventh Amendment to the Final project Plan and Reinvestment Zone Financing Plan, adopted via Ordinance 017861, dated August 28, 2012.

Additionally, this Thirteenth Amendment, by recommendation of the TIRZ 5 Board, City Council allocating \$263,000 in TIRZ 5 funding to the Father Rahm Street Improvement Project.

#### **Fourteenth Amendment:**

The Fourteenth Amendment, by Ordinance No. 018689, dated June 13, 2017, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$39,000 for eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds. These programs will also include “Signature Rooftop Signage” projects and “Target Area 2” projects; both of which will be eligible to receive funds according to the Interlocal Agreement, revised on May 16, 2017.

The TIRZ Board recommends and City Council has approved yearly allocations in the amount of \$75,000 beginning calendar year 2018 and continuing until TIRZ 5 Board recommends and City Council approves to cease the yearly allocations. The yearly allocations beginning in 2018 are subject to an available fund balance ceiling for the Commercial Façade Improvement Program of \$100,000. This ceiling cannot be exceeded in available fund for the matching grant held by the DMD. These funds will be used to service all projects which comprise the Commercial Façade Improvement Grant Program, pursuant to the Interlocal Agreement between the City of El Paso and DMD. Upon the termination of the Interlocal Agreement; the fund balance of the Commercial Façade Improvement Program will be returned to the TIRZ 5 Tax Increment Fund.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:

#### **Project No. 1: Commercial Façade Improvement Grant Program.**

- Original Amount: \$32,000
- First Amended Amount 11-17-2009: \$57,000
- Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- Fifth Amended Amount 08-30-13: \$323,000 (increased by \$100,000)
- Sixth Amended Amount 03-04-14: \$423,000 (increased by \$100,000)
- Seventh Amended Amount \$523,000 (increased by \$100,000)
- Eighth Amended Amount \$623,000 (increased by \$100,000)



- Twelfth Amended Amount \$723,000 (increased by \$100,000)
- Fourteenth Amended Amount \$762,000 (increased by \$39,000)

### **Fifteenth Amendment:**

The Fifteenth Amendment, by Ordinance No. 018756 dated February 20, 2018, and by unanimous recommendation of the TIRZ Board. The Council approved funding in the amount of \$4,000,000 for eligible project costs for the Sun City Lights Paseo de las Luces project.

The Sun City Lights Paseo de las Luces project will extend along South El Paso Street from 6th Street north to San Antonio Street. It will consist of the installation of archways, new street furniture, full sidewalk replacements, the conversion of the street into a two-way traffic roadway, new traffic signals, new trees, the painting of existing light posts, upgraded irrigation, streetlights, new street furniture, tree-string lights, wayfinding signage, and 3 parklets. The project is scheduled to commence on January 29<sup>th</sup> 2018 and to be completed on October 31, 2018. The funds will be distributed as follows:

#### Collections Breakdown

- Principal and Interest: \$3.7M
- Capital Replacement: \$0.3M

#### Collections Schedule

Payment will be made in annual increments of \$210,526 beginning in 2018 and ending in 2036 for a total of 19 payments.

### **Sixteenth Amendment:**

The Sixteenth Amendment by Ordinance No. 018940, dated July 9, 2019, and by unanimous recommendation of the TIRZ 5 Board, City Council approved the following:

- A. Funding in the amount of TWO MILLION SIX HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,695,000.00) for the addition of the Pioneer Plaza and Promenades Project, a public infrastructure streetscape and park improvement project located on W. Mills Ave. between N. Mesa St. and S. El Paso St., including Pioneer Plaza Park. The project will be a continuation of Paseo de las Luces, connecting San Jacinto Plaza to the International Bridge; create dedicated pedestrian paths to connect major downtown amenities; and renew Pioneer Plaza Park. Payment will be made in annual increments of TWO HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$269,500.00) beginning in FY20 and ending in FY29 for a total of ten (10) payments.
- B. Support and allocation of Zone funding through new property tax increment abatements and/or reimbursements for the following development projects subject



to the terms of an agreement approved by City Council between the City of El Paso and the respective project developer(s):

1. The redevelopment of the O.T. Bassett Tower located at 303 Texas Avenue as a new hotel (GID M47399901101700);
2. The redevelopment of the property at 108 South Stanton Street (GID: M47399903808900);
3. The redevelopment of the Plaza Hotel located at 106 Mills Avenue (GID: M47399900608100, M47399900601700, M47399901406100, and M47399901405100, M47399901404100);
4. The development of a new office building known as the West Star Tower located at (GID: H13299901700100); and
5. The redevelopment of the property located at 213 South El Paso Street (GID: M47399901501700).

#### **Seventeenth Amendment:**

The Seventeenth Amendment, by Ordinance No. 019021, dated February 4<sup>th</sup>, 2020 and with recommendation by the TIRZ Board, City Council approved additional funding in the amount of \$25,000 per year for eligible project costs for the DMD's Commercial Façade Improvement Grant Program. The additional \$25,000 per year increases the funding for eligible costs from \$75,000 per year to \$100,000 per year. City Council approved yearly allocations in the amount of \$100,000 to begin calendar year 2020.

By the Seventeenth Amendment, City Council also approved the allocation of Zone funding through new property tax increment abatements and/or reimbursements for the redevelopment of the property at 300 E. Main Street (GID: M47399901008100) subject to the terms of a development agreement approved by City Council between the City of El Paso and the respective project developer.

#### **Eighteenth Amendment:**

The Eighteenth Amendment, by Ordinance No. 019110, dated October 27, 2020 and with recommendation by the TIRZ Board meeting, City Council approved the following:

- A. To allocate up to five percent of annual Zone revenue to administrative costs



associated with management of the Zone;

- B. To allocate up to \$15,000.00 to update Downtown area wayfinding kiosk maps; and
- C. To allocate \$400,000.00 to the first phase of the downtown alleyway reactivation and street tree implementation project, including: 1) \$250,000.00 for Henry Trost improvements to promote connectivity and pedestrian activity along Henry Trost, between S. El Paso St. and S. Santa Fe St.; and 2) \$150,000.00 for street tree implementation to address street tree gaps and provide for a shaded circulation network in the downtown area.

#### **Nineteenth Amendment:**

The Nineteenth Amendment, by Ordinance No. 019152 dated March 16, 2021, and by unanimous recommendation of the TIRZ Board, City Council approved funding in the amount of up to \$150,000.00 to a downtown plan effort to support the development of a capital needs assessment.

#### **Twentieth Amendment:**

The Twentieth Amendment, by Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, 2021, and by recommendation of the TIRZ Board on March 18, 2021, City Council approved funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

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Legislation Text

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File #: 21-793, 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.*

**Districts 2 and 3**

Economic and International Development, Jessica L. Herrera, (915) 212-1624

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

An Ordinance of the City Council of the City of El Paso, Texas, designating a noncontiguous geographic area within the City as a reinvestment zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Fourteen, City of El Paso; describing the boundaries of the Zone; creating a board of directors for the Zone; establishing a tax increment fund for the Zone; containing findings related to the creation of the Zone; providing a date for the termination of the Zone; providing that the Zone take effect immediately upon passage of the ordinance; providing a severability clause; and providing an effective date.



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 20, 2021

**PUBLIC HEARING DATE:** August 3, 2021

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Jessica L. Herrera – Director, 212-1624

**DISTRICT(S) AFFECTED:** 2 and 3

**STRATEGIC GOAL:** Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development.

**SUBGOAL:** 1.1 Stabilize and expand El Paso's tax base

**SUBJECT:**

An ordinance of the City Council of the City of El Paso, Texas, designating a noncontiguous geographic area within the City as a reinvestment zone pursuant to Chapter 311 of the Texas tax code, to be known as Reinvestment Zone Number Fourteen, City of El Paso; describing the boundaries of the Zone; creating a board of directors for the Zone; establishing a tax increment fund for the Zone; containing findings related to the creation of the Zone; providing a date for the termination of the Zone; providing that the Zone take effect immediately upon passage of the ordinance; providing a severability clause; and providing an effective date.

**BACKGROUND / DISCUSSION:**

This ordinance creates Tax Increment Reinvestment Zone Number Fourteen to include 4,048 acres located wholly within the city limits of the City of El Paso. The TIRZ is located adjacent to the El Paso International Airport, approximately four miles northeast of downtown El Paso. The zone is generally bound by Airport Road to the west, US 62/180 (Montana Ave.) to the south, and Spur 601/Liberty Expressway to the north. The TIRZ is noncontiguous and includes 365 parcels. The purpose of this Zone is to fund the construction of needed public infrastructure to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. A full list of eligible project categories can be found in the attached Preliminary Project and Financing Plan. The Zone has a 35-year term and will terminate on December 31, 2056. The City is the only anticipated entity that will contribute to the fund; it's contribution will be determined at the time the Zone's Final Project and Financing Plan is adopted.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Incremental property tax values derived from the Tax Increment Zone No. 14 will be used to fund project costs identified in the Final Project and Financing Plan, once adopted.

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_ YES \_\_\_NO**

**PRIMARY DEPARTMENT:** Economic and International Development

**SECONDARY DEPARTMENT:** Aviation



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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

**Eduardo Garcia** Digitally signed by Eduardo Garcia  
Date: 2021.07.12 16:42:49 -06'00'

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**(If Department Head Summary Form is initiated by Purchasing, client department should sign also)**



CITY OF EL PASO, TEXAS

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, DESIGNATING A NONCONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER FOURTEEN, CITY OF EL PASO; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the City of El Paso, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

**WHEREAS**, the Act provides that the governing body of a municipality by ordinance may designate a noncontiguous geographic area that is in the corporate limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

**WHEREAS**, the City Council desires to promote the development of a certain noncontiguous geographic area in the City, which is more specifically described in *Exhibits "A" and "B"* of this Ordinance (the "Zone"), through the creation of a new reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

**WHEREAS**, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Fourteen, City of El Paso*, attached as *Exhibit C* (hereinafter referred to as the “Preliminary Project and Finance Plan”) for a proposed tax increment reinvestment zone containing the real property within the Zone; and

**WHEREAS**, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on July 26, 2021, which date is before the seventh (7th) day before the public hearing held on August 3, 2021; and

**WHEREAS**, at the public hearing on August 3, 2021 interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and



**WHEREAS**, evidence was received and presented at the public hearing on August 3, 2021, and in favor of the creation of the Zone; and

**WHEREAS**, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on August 3, 2021; and

**WHEREAS**, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

**WHEREAS**, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

**WHEREAS**, a Preliminary Project and Finance plan has been prepared for the proposed reinvestment zone.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, THAT:**

**SECTION 1. RECITALS INCORPORATED.**

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

**SECTION 2. FINDINGS.**

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on creation of the proposed reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and
- (b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in *Exhibits "A" and "B"* will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and
- (c) That the proposed reinvestment zone, as defined in *Exhibits "A" and "B"*, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:
  - 1. It is a geographic area located wholly within the City limits of the City; and



2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.
- (d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and
- (e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 25 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and
- (g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

### **SECTION 3. DESIGNATION AND NAME OF THE ZONE.**

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in Exhibits “A” and “B” hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Fourteen, City of El Paso, Texas (hereinafter referred to as the “Zone”).

### **SECTION 4. BOARD OF DIRECTORS.**

That a board of directors for the Zone (“Board”) is hereby created. The Board shall consist of nine (9) members comprised of City Council members from Districts 1 through 8 and the Mayor. The Mayor shall serve as chairman of the Board and the Board may elect a vice chairman and such other officers as the Board sees fit. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the tax increment fund may appoint one member of the board. The number of directors on the Board of Directors shall be increased by one for each taxing unit that appoints a director to the board; provided, that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and



adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issue bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

#### **SECTION 5. DURATION OF THE ZONE.**

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2056 or consistent with Section 311.017 of the Act.

#### **SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.**

Pursuant to Section 311.012(c) of the Texas Tax Code, as amended, the tax increment base of the City, or any other taxing unit participating in the Zone, for the Zone is the total appraised value of all real property taxable by the City or other taxing unit participating in the Zone, and located in the Zone, determined as of January 1, 2021, which is the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base"). The TIF Fund shall consist of the percentage of the tax increment, as defined by Section 311.012(a), Texas Tax Code, that each taxing unit which levies real property taxes in the Zone has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f), Texas Tax Code.

#### **SECTION 7. TAX INCREMENT FUND.**

That there is hereby created and established a "Tax Increment Fund" for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code. After the termination of the Zone, after all project costs and other obligations have been paid, any money remaining in the fund shall be disbursed back to the participating taxing units



in proportion to each jurisdiction's share of the total tax increments collected, pursuant to Section 311.014(d).

#### **SECTION 8. SEVERABILITY CLAUSE.**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

#### **SECTION 9. OPEN MEETINGS.**

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.



**SECTION 10. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND ADOPTED ON this \_\_\_\_\_ day of August 2021.

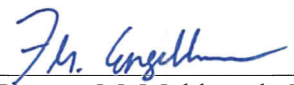
**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Frances M. Maldonado Engelbaum  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

Eduardo Garcia Digitally signed by Eduardo Garcia  
Date: 2021.07.13 08:44:22 -06'00'  
\_\_\_\_\_  
Jessica Herrera, Director  
Economic & International Development



## **EXHIBIT A**

### **BOUNDARY DESCRIPTION**

TIRZ #14 consists of approximately 4,048 acres located wholly within the city limits of the City of El Paso. The TIRZ is located adjacent to the El Paso International Airport, approximately four miles northeast of downtown El Paso. The zone is generally bound by Airport Road to the west, US 62/180 (Montana Ave.) to the south, and Spur 601/Liberty Expressway to the north. The TIRZ is noncontiguous and includes 365 parcels. The legal description for each parcel is listed below:

PROPERTY ID	LEGAL DESCRIPTION	ACRES	ADDRESS		
18247	5 MONTANA INDUSTRIAL CENTER LOT 8 (17208.90 SQ FT	0.395		SHELL	ST
404706	5 MONTANA INDUSTRIAL CENTER LOT 7 16539.00 SQ FT	0.3797	3730	SHELL	AVE
644944	5 EL PASO INTL AIRPORT RPL OF #3 REPLAT A LOT 9C	2.4727	1633	BOEING	DR
644945	5 EL PASO INTL AIRPORT RPL OF #3 REPLAT A LOT 9D	0.5598	1633	BOEING	DR
644943	5 EL PASO INTL AIRPORT RPL OF #3 REPLAT A LOT 9B	1.8417	1633	BOEING	DR
644947	5 EL PASO INTL AIRPORT RPL OF #3 REPLAT A LOT 9F	0.5806	1633	BOEING	DR
644942	5 EL PASO INTL AIRPORT RPL OF #3 REPLAT A LOT 9-	1.208	1633	BOEING	DR
644948	5 EL PASO INTL AIRPORT RPL OF #3 REPLAT A LOT 9G ( 0.	0.5117	1633	BOEING	DR
644946	5 EL PASO INTL AIRPORT RPL OF #3 REPLAT A LOT 9E	2.1125	1633	BOEING	DR
335154	5 EL PASO INTL AIRPORT TRS RPL 10 (EXC ELY PT) (26863.5	0.6167		BOEING	DR
217553	5 EL PASO INTL AIRPORT TRS RPL A LOT 7 (114570.86 SQ F	2.6302		BOEING	DR
121231	5 EL PASO INTL AIRPORT TRS RPL A LOT 6 (74301.92 SQ FT	1.7057		BOEING	DR
380181	5 EL PASO INTL AIRPORT TRS RPL A LOT 5 (62464.00 SQ FT	1.434		BOEING	DR
180981	4 EL PASO INTL AIRPORT TRS RPL SWC OF 3 (89.99' ON S	0.2086		BOEING	DR
169248	5 EL PASO INTL AIRPORT TRS RPL A LOT 4 (41413.00 SQ FT	0.9507	6420	BOEING	DR
117000	3 EL PASO INTL AIRPORT TRS RPL 5 78 FT OF 9 (22534.1	0.5173		BOEING	DR
79662	5 EL PASO INTL AIRPORT TRS RPL A LOT 3 (50105.00 SQ FT	1.1503	6420	BOEING	DR
61379	4 EL PASO INTL AIRPORT TRS RPL 12 & 13 (52161.46 SQ	1.1975	7007	BOEING	DR
273062	5 EL PASO INTL AIRPORT TRS RPL A LOT 2 (39782.64 SQ FT	0.9133	6400	BOEING	DR
110650	4 EL PASO INTL AIRPORT TRS RPL LOT 14 (20000 SQ FT)	0.4591	7201	BOEING	DR
43907	4 EL PASO INTL AIRPORT TRS RPL LOT 15 (20000 SQ FT)	0.4591	7201	BOEING	DR
347343	4 EL PASO INTL AIRPORT TRS RPL 16 TO 18 (60000 SQ FT	1.3774	7301	BOEING	DR
260141	5 EL PASO INTL AIRPORT TRS RPL A LOT 1 (39915.27 SQ FT	0.9163	6400	BOEING	DR
32651	4 EL PASO INTL AIRPORT TRS RPL 19 & W 1/2 OF 20 (300	0.6887	7303	BOEING	DR
337165	4 EL PASO INTL AIRPORT TRS RPL 21 & E 1/2 OF 20 (300	0.6887	7309	BOEING	DR
406945	4 EL PASO INTL AIRPORT TRS RPL 22 & W 1/2 OF 23 (300	0.6887	7325	BOEING	DR
335992	4 EL PASO INTL AIRPORT TRS RPL 24 & E 50 FT OF 23 (3	0.6887	7335	BOEING	DR
221709	4 EL PASO INTL AIRPORT TRS RPL 25 & W 1/2 OF 26 (246	0.5647	7605	BOEING	DR
353249	4 EL PASO INTL AIRPORT TRS RPL 27 & E 1/2 OF 26 (246	0.5647	7605	BOEING	DR
193638	13 EL PASO INTL AIRPORT TRS RPL LOT 2 (59511 SQ FT)	1.3662	1612	HAWKINS	BLVD
387369	10 EL PASO INTL AIRPORT TRS RPL NLY 205.5' OF ELY 54.	0.2548	8412	BOEING	DR
50320	4 EL PASO INTL AIRPORT TRS RPL 28 TO 30 (49200 SQ FT	1.1295	7617	BOEING	DR
146579	10 EL PASO INTL AIRPORT TRS RPL NLY 205.5' OF LOT 5 (	0.6681	8500	BOEING	DR
326172	4 EL PASO INTL AIRPORT TRS RPL 31 & W 50 FT OF 32 (2	0.5647	7921	BOEING	DR
94511	4 EL PASO INTL AIRPORT TRS RPL E 50 FT OF 32 (8200 S	0.1882		BOEING	DR
291125	10 EL PASO INTL AIRPORT TRS RPL NLY 205.5' OF LOT 6 (	0.7057	8550	BOEING	DR
206950	4 EL PASO INTL AIRPORT TRS RPL LOT 33 (16400 SQ FT)	0.3765		BOEING	DR
681980	11 EL PASO INTL AIRPORT TRS RPL NLY 181.00 FT OF 1 (233	0.5357	8600	BOEING	DR
211071	4 EL PASO INTL AIRPORT TRS RPL LOT 34 (16400 SQ FT)	0.3765		BOEING	DR
328385	4 EL PASO INTL AIRPORT TRS RPL LOT 35 (16400 SQ FT)	0.3765		BOEING	DR



**EXHIBIT A**  
**BOUNDARY DESCRIPTION (Continued)**

PROPERTY ID	LEGAL DESCRIPTION	ACRES	ADDRESS		
403971	4 EL PASO INTL AIRPORT TRS RPL 4 & 3 (EXC SWC) & SLY	3.164	6805	BOEING	DR
140315	4 EL PASO INTL AIRPORT TRS RPL LOT 36 (16400 SQ FT)	0.3765		BOEING	DR
129828	4 EL PASO INTL AIRPORT TRS RPL LOT 37 (16400 SQ FT)	0.3765		BOEING	DR
115659	13 EL PASO INTL AIRPORT TRS RPL LOT 3 (53173 SQ FT)	1.2207	1624	HAWKINS	BLVD
407686	12 EL PASO INTL AIRPORT TRS RPL 1 & 6 NLY 78.00 FT OF	1.7834	8730	BOEING	DR
220143	4 EL PASO INTL AIRPORT TRS RPL SLY PT OF 2 BEG 145.8	1.1618	1740	AMERICAN	DR
372319	2-A EL PASO INTL AIRPORT TRS RPL 4 TO 6 & S 237.54 FT	4.798	6415	HILLER	ST
361072	3 MONTANA INDUSTRIAL CENTER #1 S PT OF N 311.89' OF	0.7449	3620	ADMIRAL	ST
387611	13 EL PASO INTL AIRPORT TRS #8 RPL A LOT 4 (55745 SQ F	1.2797	1636	HAWKINS	BLVD
298283	13 EL PASO INTL AIRPORT TRS #8 RPL A LOT 5 (58318 SQ F	1.3388	1700	HAWKINS	BLVD
357164	6 MC RAE COMMERCIAL DISTRICT RPL LOT 11 (17400 SQ FT)	0.3994	3641	MATTOX	ST
133026	2 MONTANA INDUSTRIAL CENTER LOT 7 (42000 SQ FT)	0.9642	3707	ADMIRAL	ST
376055	4 EL PASO INTL AIRPORT TRS RPL PT OF 2 BEG 281.24' S	1.3786	1776	AMERICAN DR	
224915	13 EL PASO INTL AIRPORT TRS #8 RPL A LOT 6 (55002 SQ F	1.2627	1712	HAWKINS	BLVD
240342	14 EL PASO INTL AIRPORT TRS #11 LOT 1 (235258.848 SQ	5.4008	1701	HAWKINS	BLVD
408087	3 EL PASO INTL AIRPORT TRS RPL 3 TO 8 (6.1257 AC)	6.1257		BOEING	DR
246210	2-C EL PASO INTL AIRPORT TRS RPL 6 & 7 & SLY 2.007 AC	6.4725	6531	BOEING	DR
343819	13 EL PASO INTL AIRPORT TRS #8 RPL A LOT 7 (57109 SQ F	1.311	1724	HAWKINS	BLVD
260776	3 INTER CITY INDUSTRIAL PARK LOT 11-A	0.0514		DRAINAGE	
285380	3 EL PASO INTL AIRPORT TRS RPL LOT 2 (44485 SQ FT)	1.0212		BOEING	DR
79546	4 EL PASO INTL AIRPORT TRS RPL PT OF 2 BEG 145.08' S	1.6535	1820	AMERICAN	DR
304342	13 EL PASO INTL AIRPORT TRS #8 RPL A LOT 8 (60008 SQ F	1.3776	1736	HAWKINS	BLVD
117136	2-C EL PASO INTL AIRPORT TRS RPL LOT 8 (54008 SQ FT)	1.2399		BONANZA	ST
318315	2-A EL PASO INTL AIRPORT TRS RPL NLY PT OF LOT 2 (221.	1.2228		HILLER	ST
353288	2-A EL PASO INTL AIRPORT TRS RPL LOT 1 (216689.6 SQ FT)	4.9745		AIRPORT	RD
46141	13 EL PASO INTL AIRPORT TRS #8 RPL A LOT 9 (77272 SQ F	1.7739	1748	HAWKINS	BLVD
287638	6 MC RAE COMMERCIAL DISTRICT RPL LOT 2 (14038 SQ FT)	0.3223			
412691	4 EL PASO INTL AIRPORT TRS RPL NLY PT OF 2 BEG 10.01	1.7651	1820	AMERICAN DR	
358191	15 EL PASO INTL AIRPORT TRS #11 LOT 1 (120253.32 SQ F	2.7606	8601	STINSON	AVE
269030	3 EL PASO INTL AIRPORT TRS RPL LOT 1 (33622 SQ FT)	0.7719	6531	BOEING	DR
251848	16 EL PASO INTL AIRPORT TRS #11 LOT 1 (1030015.404 S	23.6459		BOEING	DR
179583	2-C EL PASO INTL AIRPORT TRS RPL LOT 9 (53922 SQ FT)	1.2379		BONANZA	ST
154365	15 EL PASO INTL AIRPORT TRS #11 LOT 2 (124149.45 SQ F	2.8501		STINSON	AVE
77878	2-C EL PASO INTL AIRPORT TRS RPL 10 (EXC SLY 2.007 AC)	3.373		CONTINENTAL	DR
147990	80 TSP 2 SEC 40 T & P SURV TR 1-A (15.414 AC)	15.414			
149446	4 EL PASO INTL AIRPORT TRS RPL 1 & NLY 10.01 FT OF 2	3.5404	6800	NORTHROP	RD
122870	6 MC RAE COMMERCIAL DISTRICT RPL LOT 5	1.1103		PONDING AREA	
85398	1-D EL PASO INTL AIRPORT TRS RPL ALL OF BLK (370728 SQ	8.5107	1867	TERMINAL	
364609	1-B EL PASO INTL AIRPORT TRS RPL LOT 3 (33114.73 SQ FT	0.7602	6400	CONVAIR	RD
682723	1-C EL PASO INTL AIRPORT TRS RPL PT OF 4 BEG 47.27 FT	1.4852		DE HAVILLAND	DR
368302	2 ASCARATE TR 4-A-26 (75.519 AC)	75.519	6795	CONVAIR	
237249	17 EL PASO INTL AIRPORT TRS #11 LOT 1 (1460423.052 SQ	33.5267	1771	SHUTTLE COLUM	dr
682653	1-C EL PASO INTL AIRPORT TRS RPL 4 (EXC PT BEG 47.27 F	8.38	2027	AIRWAY	BLVD
97428	2 ASCARATE TR 3-B-1 (6.082 AC)	6.082			
646439	EPIA CONRAC LOT 1	107.7643	6701	CONVAIR	RD
124042	4 BUTTERFIELD TRL IND PK #1RPL D LOT 1 11.9260 AC	11.926	10	LEIGH FISHER	BLVD
40797	4 BUTTERFIELD TRL IND PK #1RPL D LOT 2 (PONDING AREA)	2.309		LEIGH FISHER	BLVD
85321	1 BUTTERFIELD TRAIL IND PK RPL A LOT 5 173385 SQ FT	3.9804	7	LEIGH FISHER	BLVD
365687	8 BUTTERFIELD TRL IND PK 1 RPL B LOT 6 210035.68 SQ FT	4.8217	11	LEIGH FISHER	BLVD
383186	8 BUTTERFIELD TRAIL IND PK #2 LOT 7 163481.71 SQ FT	3.753	15	LEIGH FISHER	BLVD
334460	1 BUTTERFIELD TRAIL IND PK RPL A LOT 4 (156487.50 SQ F	3.5924		ZANE GREY	ST
161478	8 BUTTERFIELD TRAIL IND PK RPL A LOT 5 165000 SQ FT	3.7879	8	ZANE GREY	ST
192332	8 BUTTERFIELD TRAIL IND PK #2 LOT 8 165467.46 SQ FT	3.7986	15	LEIGH FISHER	BLVD



**EXHIBIT A**  
**BOUNDARY DESCRIPTION (Continued)**

PROPERTY ID	LEGAL DESCRIPTION	ACRES	ADDRESS		
327600	8 BUTTERFIELD TRAIL IND PK #2 LOT 9 173101.21 SQ FT	3.9739	15	LEIGH FISHER	BLVD
215507	8 BUTTERFIELD TRAIL IND PK RPL A LOT 4 165000 SQ FT	3.7879	8	ZANE GREY	ST
156694	9 BUTTERFIELD TRAIL IND PK #2 LOT 1 162061.03 SQ FT	3.7204	12	LEIGH FISHER	BLVD
157326	1 BUTTERFIELD TRAIL IND PK RPL A LOT 3 (156488 SQ FT)	3.5925	7	ZANE GREY	ST
344886	8 BUTTERFIELD TRAIL IND PK #2 LOT 10 125345.09 SQ F	2.8775	15	LEIGH FISHER	BLVD
54701	9 BUTTERFIELD TRAIL IND PK #2 LOT 2 145061.07 SQ FT	3.3301	12	LEIGH FISHER	BLVD
101708	1 BUTTERFIELD TRAIL IND PK RPL A LOT 2-C (157451 SQ FT)	3.6146		ZANE GREY	ST
388656	8 BUTTERFIELD TRAIL IND PK RPL A LOT 3 165000 SQ FT	3.7879	10	ZANE GREY	ST
164563	11 BUTTERFIELD TRAIL IND PK #2 LOT 10 154282.69 SQ F	3.5418		BUTTERFIELD TR	BLVD
217675	11 BUTTERFIELD TRAIL IND PK #2 LOT 11 137684.68 SQ F	3.1608		BUTTERFIELD TR	BLVD
213046	8 BUTTERFIELD TRAIL IND PK #2 LOT 11 112848.71 SQ F	2.5906		LEIGH FISHER	BLVD
113850	11 BUTTERFIELD TRAIL IND PK #2 LOT 9 120000 SQ FT	2.7548	45	BUTTERFIELD TR	BLVD
379013	9 BUTTERFIELD TRAIL IND PK #2 LOT 3 117564.42 SQ FT	2.6989	20	BUTTERFIELD TR	BLVD
333901	8 BUTTERFIELD TRAIL IND PK #2 LOT 12 83850 SQ FT	1.9249	19	LEIGH FISHER	BLVD
212137	11 BUTTERFIELD TRAIL IND PK #2 LOT 12 124137.29 SQ F	2.8498	20	BUTTERFIELD TR	BLVD
195682	8 BUTTERFIELD TRAIL IND PK RPL A LOT 2 (165000 SQ FT)	3.7879	12	ZANE GREY	ST
290729	1 BUTTERFIELD TRAIL IND PK PRK A LOT 2-B (157451 SQ FT)	3.6146		ZANE GREY	ST
350942	11 BUTTERFIELD TRAIL IND PK #2 LOT 8 120000 SQ FT	2.7548	43	BUTTERFIELD TR	BLVD
174576	9 BUTTERFIELD TRAIL IND PK #2 LOT 4 111516 SQ FT	2.5601	20	BUTTERFIELD TR	BLVD
210360	10 BUTTERFIELD TRAIL IND PK #2 LOT 4 151179.89 SQ FT	3.4706	42	BUTTERFIELD TR	BLVD
402743	8 BUTTERFIELD TRAIL IND PK #2 LOT 13 111375 SQ FT	2.5568	19	LEIGH FISHER	BLVD
204158	11 BUTTERFIELD TRAIL IND PK #2 LOT 13 98761.31 SQ FT	2.2672	20	BUTTERFIELD TR	BLVD
75020	11 BUTTERFIELD TRAIL IND PK #2 LOT 7 (211798 SQ FT)	4.8622	43	BUTTERFIELD	CIR
100509	1 BUTTERFIELD TRAIL IND PK RPL A LOT 2 (165854 SQ FT)	3.8075	4	BUTTERFIELD TR	BLVD
315243	1 BUTTERFIELD TRAIL IND PK RPL A LOT 1 (2174466 SQ FT)	49.9189	26	BUTTERFIELD TR	BLVD
295643	8 BUTTERFIELD TRAIL IND PK RPL A LOT 1 179309.43 SQ FT	4.1164	12	ZANE GREY	ST
385423	10 BUTTERFIELD TRAIL IND PK #2 LOT 3 88867 SQ FT	2.0401	40	BUTTERFIELD TR	BLVD
233988	10 BUTTERFIELD TRAIL IND PK #2 LOT 2 80000 SQ FT	1.8365	40	BUTTERFIELD TR	BLVD
320184	10 BUTTERFIELD TRAIL IND PK #2 LOT 1 79737.50 SQ FT	1.8305		BUTTERFIELD TR	BLVD
643444	BLK 8 BUTTERFIELD TRAIL IND PK #2 RPL A LOT 14	2.9347	19	LEIGH FISHER	BLVD
245583	11 BUTTERFIELD TRAIL IND PK #2 LOT 14 98426.17 SQ FT	2.2596	20	BUTTERFIELD TR	BLVD
643445	BLK 9 BUTTERFIELD TRAIL IND PK #2 RPL A LOT 5	2.838	20	BUTTERFIELD TR	BLVD
87501	11 BUTTERFIELD TRAIL IND PK #2 LOT 6 185377.10 SQ FT	4.2557	41	BUTTERFIELD TR	BLVD
175602	7 BUTTERFIELD TRAIL IND PK RPL A LOT 6 121452 SQ FT	2.7882	16	ZANE GREY	ST
160782	2 BUTTERFIELD TRAIL IND PK RPL A LOT 6 179736.63 SQ FT	4.1262	9	BUTTERFIELD TR	BLVD
284167	2 BUTTERFIELD TRAIL IND PK RPL A LOT 5 179736.63 SQ FT	4.1262	5	BUTTERFIELD TR	BLVD
50770	6 BUTTERFIELD TRAIL IND PK RPL A LOT 5 165630.42 SQ FT	3.8023		AIRPORT	RD
257929	11 BUTTERFIELD TRAIL IND PK #2 LOT 5 186715.09 SQ FT	4.2864	41	BUTTERFIELD TR	BLVD
179191	11 BUTTERFIELD TRAIL IND PK #2 LOT 4 120428.03 SQ FT	2.7646		BUTTERFIELD TR	BLVD
413536	11 BUTTERFIELD TRAIL IND PK #2 LOT 3 119763 SQ FT	2.7494		BUTTERFIELD TR	BLVD
205979	11 BUTTERFIELD TRAIL IND PK #2 LOT 2 119763 SQ FT	2.7494		BUTTERFIELD TR	BLVD
223899	11 BUTTERFIELD TRAIL IND PK #2 LOT 1 119763 SQ FT	2.7494	25	BUTTERFIELD TR	BLVD
643446	BLK 12 BUTTERFIELD TRAIL IND PK #2 RPL A LOT 1	3.3267	21	BUTTERFIELD TR	BLVD
41106	7 BUTTERFIELD TRAIL IND PK RPL A LOT 5 135000 SQ FT	3.0992	16	ZANE GREY	ST
20930	2 BUTTERFIELD TRAIL IND PK RPL A LOT 7 150000 SQ FT	3.4435		ZANE GREY	ST
348357	2 BUTTERFIELD TRAIL IND PK RPL A LOT 4 150000 SQ FT	3.4435		BUTTERFIELD TR	BLVD
313047	6 BUTTERFIELD TRAIL IND PK RPL A LOT 4 145772 SQ FT	3.3465	7010	AIRPORT	RD
291362	7 BUTTERFIELD TRAIL IND PK RPL A LOT 4 135000 SQ FT	3.0992	16	ZANE GREY	ST
348185	12 BUTTERFIELD TRAIL IND PK #3 LOT 8 26.2690 ACRES	26.269	34	SPUR	DR
325906	12 BUTTERFIELD TRAIL IND PK #3 LOT 7 132388.50 SQ FT	3.0392	28	SPUR	DR
246763	12 BUTTERFIELD TRAIL IND PK #3 LOT 6 125906.50 SQ FT	2.8904	26	SPUR	DR
221172	12 BUTTERFIELD TRAIL IND PK #3 LOT 5 125906.50 SQ FT	2.8904	24	SPUR	DR
245665	12 BUTTERFIELD TRAIL IND PK #3 LOT 4 125906.50 SQ FT	2.8904	24	SPUR	DR



**EXHIBIT A**  
**BOUNDARY DESCRIPTION (Continued)**

PROPERTY ID	LEGAL DESCRIPTION	ACRES	ADDRESS		
348584	12 BUTTERFIELD TRAIL IND PK #3 LOT 3 92112.63 SQ FT	2.1146	22	SPUR	DR
194679	12 BUTTERFIELD TRAIL IND PK #3 LOT 2 217297.01 SQ FT	4.9885		SPUR	DR
88464	2 BUTTERFIELD TRAIL IND PK RPL A LOT 8 150000 SQ FT	3.4435	21	ZANE GREY	ST
303353	2 BUTTERFIELD TRAIL IND PK RPL A LOT 3 150000 SQ FT	3.4435	20	CONCORD	ST
215546	6 BUTTERFIELD TRAIL IND PK RPL A LOT 3 145095 SQ FT	3.3309		AIRPORT	RD
207621	80 TSP 2 SEC 27 T & P SURV (72.1611 AC)	72.1611			
398952	7 BUTTERFIELD TRAIL IND PK #2 LOT 9 109200 SQ FT	2.5069	21	LEIGH FISHER	BLVD
336121	7 BUTTERFIELD TRAIL IND PK RPL A LOT 3 135000 SQ FT	3.0992	20	ZANE GREY	ST
44504	2 BUTTERFIELD TRAIL IND PK RPL A LOT 9 150000 SQ FT	3.4435	21	ZANE GREY	ST
23256	2 BUTTERFIELD TRAIL IND PK RPL A LOT 2 150000 SQ FT	3.4435		FOUNDERS	BLVD
192610	7 BUTTERFIELD TRAIL IND PK #2 LOT 10 109200 SQ FT	2.5069		LEIGH FISHER	BLVD
406123	7 BUTTERFIELD TRAIL IND PK RPL A LOT 2 135000 SQ FT	3.0992	24	ZANE GREY	ST
37415	6 BUTTERFIELD TRAIL IND PK RPL A LOT 2 144750 SQ FT	3.323	7100	AIRPORT	RD
185876	13 BUTTERFIELD TRAIL IND PK #3 LOT 6 137737.11 SQ FT	3.162	27	SPUR	DR
166125	13 BUTTERFIELD TRAIL IND PK #2 LOT 5 124000 SQ FT	2.8466	27	SPUR	DR
77833	13 BUTTERFIELD TRAIL IND PK #2 LOT 4 124000 SQ FT	2.8466	25	SPUR	DR
155191	13 BUTTERFIELD TRAIL IND PK #2 LOT 3 124000 SQ FT	2.8466		SPUR	DR
321228	13 BUTTERFIELD TRAIL IND PK #2 LOT 2 124000 SQ FT	2.8466	23	SPUR	DR
172015	13 BUTTERFIELD TRAIL IND PK #2 LOT 1 129627.57 SQ FT	2.9758	23	SPUR	DR
257196	2 BUTTERFIELD TRAIL IND PK RPL A LOT 1 177021.63 SQ FT	4.0638		FOUNDERS	BLVD
236570	6 BUTTERFIELD TRAIL IND PK RPL A LOT 1 169937.69 SQ FT	3.9012		AIRPORT	RD
375306	2 BUTTERFIELD TRL AVIATION PK #2 1 EXC NLY PT (30.2642	30.2642		GLOBAL REACH	DR
232673	7 BUTTERFIELD TRAIL IND PK RPL A LOT 11 141563.50 SQ F	3.2498	20	FOUNDERS	BLVD
78162	15 BUTTERFIELD TRAIL IND PK #3 LOT 1 17.8467 ACRES	17.8467	50	WALTER JONES	BLVD
407007	14 BUTTERFIELD TRAIL IND PK #3 LOT 2 14.2760 ACRES	14.276	48	WALTER JONES	BLVD
353949	14 BUTTERFIELD TRAIL IND PK #3 LOT 1 14.2762 ACRES	14.2762	40	WALTER JONES	BLVD
375272	13 BUTTERFIELD TRAIL IND PK #3 LOT 7 8.7064 ACRES	8.7064	35	CELERITY WAGO	ST
176451	13 BUTTERFIELD TRAIL IND PK #3 LOT 8 8.7034 ACRES	8.7034	26	WALTER JONES	BLVD
219551	3 BUTTERFIELD TRAIL IND PK RPL A LOT 8 190326.30 SQ FT	4.3693	13	FOUNDERS	BLVD
603412	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 3	9.4691	250	GLOBAL REACH	BLVD
76273	3 BUTTERFIELD TRAIL IND PK RPL C LOT 2 144204 SQ FT	3.3105	5	FOUNDERS	BLVD
336898	3 BUTTERFIELD TRAIL IND PK RPL C LOT 1 (132858.00 SQ F	3.05	7130	AIRPORT	RD
285624	5 BUTTERFIELD TRAIL IND PK #3 LOT 1 11.9531 ACRES	11.9531	61	WALTER JONES	BLVD
371516	3 BUTTERFIELD TRAIL IND PK RPL A LOT 6 6.3457 ACRES	6.3457		FOUNDERS	BLVD
390997	3 BUTTERFIELD TRAIL IND PK RPL A LOT 5 193793 SQ FT	4.4489	11	FOUNDERS	BLVD
25114	3 BUTTERFIELD TRAIL IND PK RPL A LOT 4 197200 SQ FT	4.5271	7	FOUNDERS	BLVD
396500	3 BUTTERFIELD TRAIL IND PK RPL A LOT 3 197200 SQ FT	4.5271	7	FOUNDERS	BLVD
603417	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 8	10.538	251	GUADALUPE PAS	DR
393448	3 BUTTERFIELD TRAIL IND PK RPL C LOT 2-A (PONDING AREA	1.3774		FOUNDERS	BLVD
190350	3 BUTTERFIELD TRAIL IND PK RPL C LOT 1-A 56003 SQ FT	1.2857		AIRPORT	RD
603418	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 9	10.0088	250	GUADALUPE PAS	DR
603413	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 4	9.6578	200	GLOBAL REACH	BLVD
603421	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 12	10.0207	251	PICACHO PASS	DR
603416	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 7	9.687	201	GUADALUPE PAS	DR
603422	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 13	10.5685	250	PICACHO PASS	DR
603419	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 10	9.4913	200	GUADALUPE PAS	DR
603415	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 6	9.7996	101	GUADALUPE PAS	DR
603420	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 11	9.4913	201	PICACHO PASS	DR
603423	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 14	9.5378	200	PICACHO PASS	DR
603446	BLK 3 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 2	7.5319	100	GUADALUPE PAS	DR
273869	80 TSP 2 SEC 27 T & P SURV (310.7219 AC)	310.7219			
603445	BLK 3 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 1	7.4602	101	PICACHO PASS	DR
603424	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 15	11.1521	100	PICACHO PASS	DR



**EXHIBIT A**  
**BOUNDARY DESCRIPTION (Continued)**

PROPERTY ID	LEGAL DESCRIPTION	ACRES	ADDRESS		
309421	1 BUTTERFIELD TRAIL AVIATION PK LOT 1 (436.299 AC)	436.299	301	GEORGE PERRY	DR
683217	80 TSP 2 SEC 21 T & P SURV (61.8876 AC)	61.8876		LIBERTY	
686554	80 TSP 2 SC 23 T & P SURV (256.7178 AC)	256.7178			
681986	11 EL PASO INTL AIRPORT TRS RPL NLY 181.00 FT OF 2 TO 4	1.6205	8630	BOEING	DR
179610	14 BUTTERFIELD TRAIL IND PK #3 LOT 3 14.2762 ACRES	14.2762	48	WALTER JONES	BLVD
678328	1-C EL PASO INTL AIRPORT TRS RPL LOT 2 (62772.94 SQ FT)	1.441	6510	CONVAIR	RD
675894	BLK 7 BUTTERFIELD TRAIL INDUSTRIAL PARK #1 REPLAT F LOT	3.04	24	ZANE GRAY	ST
675892	BLK 2 BUTTERFIELD TRAIL INDUSTRIAL PARK #1 REPLAT F LOT	4.0755	12	FOUNDERS	
675899	BLK 13 BUTTERFIELD TRAIL INDUSTRIAL PARK #3 REPLAT B LO	10.3379	28	LEIGH FISHER	BLVD
675893	BLK 3 BUTTERFIELD TRAIL INDUSTRIAL PARK #1 REPLAT F LOT	4.755	19	FOUNDERS	BLVD
675898	BLK 3 BUTTERFIELD TRAIL INDUSTRIAL PARK #3 REPLAT B LOT	6.2728	25	FOUNDERS	BLVD
678368	1-B EL PASO INTL AIRPORT TRS RPL LOT 2 (33114.15 SQ FT)	0.7602	6510	DE HAVILLAND	DR
678387	1-B EL PASO INTL AIRPORT TRS RPL LOT 1 (33114.00 SQ FT)	0.7602	6500	CONVAIR	RD
679635	1-C EL PASO INTL AIRPORT TRS RPL 3 & 3-A (128768.11 S	2.9561	6520	CONVAIR	RD
680434	BLK 2-B EL PASO INTL AIRPORT TRS SE PT OF 4 (IRREG ON N	2.5778	6451	BOEING	DR
680432	BLK 2-B EL PASO INTL AIRPORT TRS W PT OF 4 (323.29' ON	3.5002	6425	BOEING	DR
680431	BLK 2-B EL PASO INTL AIRPORT TRS 3 & 5 & 7 & SW PTS OF	3.7003	6400	AIRPORT	RD
680430	BLK 2-B EL PASO INTL AIRPORT TRS PT OF 1 & 2 & 6 (249.8	1.3077	6440	AIRPORT	RD
680433	BLK 2-B EL PASO INTL AIRPORT TRS NE PT OF 4 (216.99' ON	1.651	6460	HILLER	ST
680488	2-A EL PASO INTL AIRPORT TRS RPL S PT OF 2 & N PT OF	1.727	6455	HILLER	ST
680769	1-A EL PASO INTL AIRPORT TRS LOT 2 (63087.95 SQFT)	1.4483	6440	AIRPORT	RD
257914	1-A EL PASO INTL AIRPORT TRS LOT 1 (248092.5 SQ FT)	5.6954	1940	AIRWAY	BLVD
680787	1-A EL PASO INTL AIRPORT TRS LOT 3 (61301.99 SQFT)	1.4073	6440	AIRPORT	RD
680789	1-A EL PASO INTL TRS LOT 4 (61127.75 SQFT)	1.4033	6440	AIRPORT	RD
681350	19 EL PASO INTL AIRPORT TRS #10 LOT 1 (EXC SEC OF 1)	7.1981	1770	AIRWAY	BLVD
681413	19 EL PASO INTL AIRPORT TRS #10 SEC OF 1 (209.89 FT ON	3.5839	6789	BOEING	DR
681421	7 EL PASO INTL AIRPORT TRS RPL 5 & 6 (61564.16 SQ F	1.4133	7328	BOENG	DR
681050	8 EL PASO INTL AIRPORT TRS #1 N PT OF 9 (15823.50 SQ FT	0.3633	1605	BEECH	ST
681442	8 EL PASO INTL AIRPORT TRS RPL 1 & W 34' OF 2 (38848.1	0.8918	7600	BOEING	DR
681443	8 EL PASO INTL AIRPORT TRS RPL 3 & E 120' OF 2 (56307	1.2926	7606	BOEING	DR
681444	8 EL PASO INTL AIRPORT TRS RPL 4 TO 6 (94941.00 SQ FT	2.1795	7610	BOEING	DR
681445	8 EL PASO INTL AIRPORT TRS RPL 7 & 8 (63294.00 SQ FT)	1.453	7618	BOEING	DR
246568	13 EL PASO INTL AIRPORT TRS #8 RPL A 10 TO 12 (5.9	5.9652	1760	HAWKINS	BLVD
166506	80 TSP 2 SEC 34 T & P SURV (11.0744 AC)	11.0744			
115900	3 EL PASO INTL AIRPORT TRS RPL 15 & N 1/2 OF 14 (462	1.0624	6610	CONTINENTAL	DR
162420	3 EL PASO INTL AIRPORT TRS RPL 10 & N 77 FT OF 9 (67280	1.5445		BOEING	DR
698236	BLK 20 EL PASO INTL AIRPORT TRS #12 LOT 2	1.5747	6632	CONTNENTAL	DR
698237	BLK 20 EL PASO INTL AIRPORT TRS #12 LOT 3	0.8116		CONTINENTAL	DR
698238	BLK 20 EL PASO INTL AIRPORT TRS #12 LOT 4	0.7672		CONTINENTAL	DR
698235	BLK 20 EL PASO INTL AIRPORT TRS #12 LOT 1	0.3825	6632	CONTINENTAL	DR
305320	80 TSP 2 SEC 22 T & P SURV (21.8256 AC)	21.8256			
224519	80 TSP 2 SEC 35 T & P SURV (392.7308 AC)	392.7308			
119361	1 BUTTERFIELD TRL AVIATION PK #2 LOT 1 (41.9474 AC)	41.9474			
603414	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 5	9.7435	100	GLOBAL REACH	BLVD
686552	80 TSP 2 SEC 26 T & P SURV (256.7178 AC)	256.7178			
395694	80 TSP 2 SEC 35 T & P SURV (10.1072 AC)	10.1072			
236806	80 TSP 2 SEC 35 T & P SURV (79.3305 AC)	79.3305			
45332	80 TSP 2 SEC 34 T & P SURV (435.5143 AC)	435.5143		GLOBAL REACH	
690940	BLK 1 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C LOT 2	8.1112	10161	MONTANA	AVE
143885	80 TSP 2 SEC 39 T & P SURV (14.5950 AC) OUT OF TR 2-A &	14.595		GLOBAL REACH	DR
704314	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C LOT 2	182.9905	3600	GLOBAL REACH	DR
704311	BLK 1 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C LOT 2	211.6256	10151	MONTANA	AVE
704313	BLK 1 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C (TXDO	2.3355		MONTANA	AVE



**EXHIBIT A**  
**BOUNDARY DESCRIPTION (Continued)**

PROPERTY ID	LEGAL DESCRIPTION	ACRES	ADDRESS		
704315	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C LOT 2	6.6477	3604	GLOBAL REACH	DR
704325	BLK 80 TSP 2 SEC 39 T & P SURV (19.1016 AC) OUT OF BUTT	19.1016		GLOBAL REACH	DR
214604	1 MORTON LEONARD REPLAT A E PT OF 1 BEG 149.09 FT N OF	0.0656		CARNEGIE	AVE
259410	4 MONTANA INDUSTRIAL CENTER E 25 FT OF N 110 FT O	0.0631		MAYFLOWER	
649651	6 MC RAE COMMERCIAL DISTRICT NEC OF 1 (45' ON N- I	0.0733			
162838	7 MONTANA INDUSTRIAL CENTER E 100 FT OF LOT 4 126	0.2893		MATTOX	ST
123702	6 BUTTERFIELD TRAIL IND PK RPL A POSS INT IN WLY PT OF	1.1	7100	AIRPORT	RD
10705	1 MC RAE COMMERCIAL DISTRICT S PT OF 1 (181.3 FT ON N -	0.3202	3615	RUTHERGLEN	AVE
87377	2 MONTANA INDUSTRIAL CENTER N 65.41 FT OF W 125 F	0.1877	3626	BUCKNER	ST
365801	2 MC RAE COMMERCIAL DISTRICT W 49.3 FT OF 5 (9367	0.215	9600	CARNEGIE	AVE
371718	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-K (0.1326 AC)	0.1326	3727	BUCKNER	
210221	2 MONTANA INDUSTRIAL CENTER S 63.00 FT OF N 128.4	0.1808	3618	BUCKNER	ST
324487	2 MC RAE COMMERCIAL DISTRICT E 50.7 FT OF 5 (9633 SQ FT	0.2211	9602	CARNEGIE	AVE
41086	4 MC RAE COMMERCIAL DISTRICT E PT OF 1 (66.42 FT ON ST	0.1272	9810	CARNEGIE	AVE
51322	2 MONTANA INDUSTRIAL CENTER S 100 FT OF 2 (21000 SQ FT)	0.4821	3630	BUCKNER	ST
202138	1 INTER CITY INDUSTRIAL PARK WLY 65 FT OF 1 (6825 SQ FT	0.1567	9840	CARNEGIE	AVE
139048	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-K-1 (0.1845 AC)	0.1845	9080	MAYFLOWER	AVE
386560	5 MC RAE COMMERCIAL DISTRICT 18 & N 125.66 FT OF 1	1.0534	9729	CARNEGIE	AVE
182443	3 INTER CITY INDUSTRIAL PARK LOT 5 (24251 SQ FT)	0.5567	9933	CARNEGIE	AVE
84760	6 MC RAE COMMERCIAL DISTRICT RPL LOT 7 (14600 SQ FT)	0.3352	3625	MATTOX	ST
297519	2 MC RAE COMMERCIAL DISTRICT LOT 6 (19000 SQ FT)	0.4362	9604	CARNEGIE	AVE
84281	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-E (0.25 AC)	0.25	3709	BUCKNER	ST
355591	1 INTER CITY INDUSTRIAL PARK 1 EXC WLY 65 FT (8925 SQ F	0.2049	9844	CARNEGIE	AVE
284870	5 MC RAE COMMERCIAL DISTRICT S 200 FT OF 19 (20000 SQ F	0.4591	9733	CARNEGIE	AVE
274374	2 MONTANA INDUSTRIAL CENTER NEC OF 8 (174.31 FT O	0.6271	3615	ADMIRAL	ST
363936	2 MC RAE COMMERCIAL DISTRICT LOT 7 (20350 SQ FT)	0.4672	9608	CARNEGIE	AVE
146832	3 INTER CITY INDUSTRIAL PARK LOT 6 (22100 SQ FT)	0.5073	10001	CARNEGIE	AVE
308885	1 MORTON LEONARD REPLAT A LOT 2 (21788 SQ FT)	0.5002	9421	CARNEGIE	AVE
400158	2 MONTANA INDUSTRIAL CENTER S 85 FT OF N 213.41 F	0.2439	3610	BUCKNER	ST
292925	3 INTER CITY INDUSTRIAL PARK S 120 FT OF E 65 FT O	0.1791	9911	CARNEGIE	AVE
215627	3 INTER CITY INDUSTRIAL PARK LOT 9 (15696 SQ FT)	0.3603	10025	CARNEGIE	AVE
366026	2 MC RAE COMMERCIAL DISTRICT LOT 8 (20500 SQ FT)	0.4706	3611	MC RAE	BLVD
163312	8 MONTANA INDUSTRIAL CENTER #5 4 EXC ELY 150 FT (146	0.3357	3706	MATTOX	ST
16922	3 MC RAE COMMERCIAL DISTRICT LOT 2 (17100.00 SQ FT)	0.3926	9704	CARNEGIE	AVE
44691	5 MONTANA INDUSTRIAL CENTER #1 NLY PT OF 1 (156.43 FT O	0.643	3820	ADMIRAL	ST
234258	2 MONTANA INDUSTRIAL CENTER N 100 FT OF 2 (21000 SQ FT)	0.4821	3640	BUCKNER	ST
671486	BLK 2 BUTTERFIELD TRL AVIATION PK #2 REPLAT B POSS INT	6.2863	3640	GLOBAL REACH	DR
77830	8 MONTANA INDUSTRIAL CENTER #5 ELY 20 FT OF 3 & ELY 150	0.4146	9030	MAYFLOWER	AVE
202040	2 MONTANA INDUSTRIAL CENTER N 93 FT OF 6 (11160 SQ FT)	0.2562	3717	ADMIRAL	ST
309036	6 MC RAE COMMERCIAL DISTRICT RPL 10 & ELY PT OF 9 (1.9	0.2816	3637	MATTOX	ST
247699	80 TSP 2 SEC 40 T & P SURV 1-D-1-G-1 (0.1581 AC) & 1-D-	0.3511	3815	BUCKNER	ST
145946	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-G-1-A (0.3713 AC)	0.3713	3815	BUCKNER	ST
300571	6 MC RAE COMMERCIAL DISTRICT RPL 9 (EXC ELY PT) (17268	0.3964	3633	MATTOX	ST
102209	MONTANA INDUSTRIAL CENTER N 80 FT OF 3 (17850 SQ FT)	0.4098	3635	BUCKNER	ST
351253	7 MONTANA INDUSTRIAL CENTER LOT 3 (20000.0 SQ FT)	0.4591	9021	MAYFLOWER	AVE
312059	3 MC RAE COMMERCIAL DISTRICT 3 & WLY 25.04 FT OF 4	0.5018	9708	CARNEGIE	AVE
16036	MONTANA INDUSTRIAL CENTER PT OF 3 BEG 80 FT S OF NEC (1	0.8163	3633	BUCKNER	ST
123392	8 MONTANA INDUSTRIAL CENTER #5 3 EXC ELY 20 FT (16690 S	0.3831	9020	MAYFLOWER	AVE
69059	3 MC RAE COMMERCIAL DISTRICT 5 & 6 (34036 SQ FT)	0.7814	9720	CARNEGIE	AVE
228456	2 MONTANA INDUSTRIAL CENTER #1 S 107 FT OF 6	0.5158	3711	ADMIRAL	ST
114699	5 MC RAE COMMERCIAL DISTRICT LOT 17 (34074 SQ FT)	0.7822	9725	CARNEGIE	AVE
371479	6 MC RAE COMMERCIAL DISTRICT RPL LOT 6	0.3994	3621	MATTOX	ST
74675	2 MC RAE COMMERCIAL DISTRICT LOT 4 (19000 SQ FT)	0.4362	9512	CARNEGIE	AVE



**EXHIBIT A**  
**BOUNDARY DESCRIPTION (Continued)**

PROPERTY ID	LEGAL DESCRIPTION	ACRES	ADDRESS		
342707	6 MC RAE COMMERCIAL DISTRICT #2C RPL LOT 8 (15000 SQ FT)	0.3444	3629	MATTOX	ST
67959	3 MC RAE COMMERCIAL DISTRICT LOT 1 (19000 SQ FT)	0.4362	3616	MC RAE	BLVD
86641	1-B EL PASO INTL AIRPORT TRS RPL IMPS ONLY ON 4 (OUT O	0	6511	ALLEGHENY	DR
376305	2 MONTANA INDUSTRIAL CENTER S 100 FT OF 3 (21000	0.4821	3700	BUCKNER	ST
109771	5 MONTANA INDUSTRIAL CENTER LOT 6 (26691 SQ FT)	0.6127	3800	SHELL	AVE
298530	5 MONTANA INDUSTRIAL CENTER 2 & SLY PT OF 1 (48.9	1.2003	3800	ADMIRAL	ST
333235	5 MC RAE COMMERCIAL DISTRICT LOT 6 (53743 SQ FT)	1.2338	9601	CARNEGIE	AVE
306386	3 INTER CITY INDUSTRIAL PARK LOT 3 (28796 SQ FT)	0.6611	9917	CARNEGIE	AVE
372060	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-D (0.50 AC)	0.5	3715	BUCKNER	ST
163261	3 INTER CITY INDUSTRIAL PARK 7 & 8 (37999.00 SQ FT)	0.8723	10015	CARNEGIE	AVE
258061	1 MORTON LEONARD REPLAT A 1 (EXCEPT)&SWPT OF 1(14	2.2794	9431	CARNEGIE	AVE
350412	7 MONTANA INDUSTRIAL CENTER LOT 5 (42275.0 SQ FT)	0.9705	3816	MATTOX	ST
106762	3 MC RAE COMMERCIAL DISTRICT 4 EXC WLY 25.04 FT (18448	0.4235	9712	CARNEGIE	AVE
117689	2 MONTANA INDUSTRIAL CENTER W 119.90 FT OF N 100 FT OF	0.2753	3702	BUCKNER	ST
289297	5 MONTANA INDUSTRIAL CENTER LOT 3 31488.00 SQ FT	0.7229	9200	MAYFLOWER	AVE
67985	3 MC RAE COMMERCIAL DISTRICT 7 & 8 (28808.00 SQ FT)	0.6613	9726	CARNEGIE	AVE
313756	MONTANA INDUSTRIAL CENTER #3 1 (EXC WLY PT) & SLY T	1.0539	9029	MONTANA	AVE
75793	6 MONTANA INDUSTRIAL CENTER LOT 2 (29822.62 SQ FT)	0.6846	9300	CARNEGIE	AVE
40400	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-F (0.50 AC)	0.5	3721	BUCKNER	ST
111528	2 MONTANA INDUSTRIAL CENTER E 150 FT OF 5 (30000 SQ FT)	0.6887	3723	ADMIRAL	ST
363081	5 MC RAE COMMERCIAL DISTRICT LOT 20 (31900 SQ FT)	0.7323	9801	CARNEGIE	AVE
368299	4 MONTANA INDUSTRIAL CENTER 3 EXC S 64.76 FT (0.5	0.5739	3727	SHELL	AVE
393962	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-G (0.7296 AC)	0.7296	3815	BUCKNER	ST
148357	80 TSP 2 SEC 40 T & P SURV 1-D-1-G-2 (0.5233 AC) & 0.21	0.7383	3815	BUCKNER	ST
57854	5 MC RAE COMMERCIAL DISTRICT LOT 8	1.1352	9609	CARNEGIE	AVE
74677	4 MONTANA INDUSTRIAL CENTER 1 & 2 (EXC E 25 FT OF N 110	1.8613	9201	EMPIRE	AVE
106478	1 MONTANA INDUSTRIAL CENTER LOT 3 (42000 SQ FT)	0.9642	3801	ADMIRAL	ST
129433	3 INTER CITY INDUSTRIAL PARK LOT 11 (24778 SQ FT)	0.5688	10041	CARNEGIE	AVE
141871	80 TSP 2 SEC 40 T & P SURV TR 1-E-3-A (0.579 AC)	0.579	3637	SHELL	ST
341208	4 MC RAE COMMERCIAL DISTRICT 1 EXC E PT (13884 SQ FT)	0.3187	3616	DERICK	RD
125554	3 INTER CITY INDUSTRIAL PARK LOT 10	0.3486	10033	CARNEGIE	AVE
82160	5 MC RAE COMMERCIAL DISTRICT LOT 7 (51596 SQ FT)	1.1845	9605	CARNEGIE	AVE
374693	8 MONTANA INDUSTRIAL CENTER #5 LOT 1	0.4715	3716	MATTOX	ST
289860	3 INTER CITY INDUSTRIAL PARK LOT 4 (26397 SQ FT)	0.606	9925	CARNEGIE	AVE
167486	3 MORTON LEONARD 1 TO 3 (40664.45 SQ F	0.9335	9400	CARNEGIE	AVE
167986	5 MC RAE COMMERCIAL DISTRICT 1 EXC (SW PT) & 2 TO	6.0713	9505	CARNEGIE	AVE
211359	6 MC RAE COMMERCIAL DISTRICT RPL S PT OF 1 BEG 200 FT	1.8612	3701	MATTOX	ST
397171	3 MONTANA INDUSTRIAL CENTER N 150.34 FT OF 1 (315	0.7243	9207	MONTANA	AVE
195502	5 MONTANA INDUSTRIAL CENTER #1 9 & 10 (34904.00 SQ F	0.8013	9301	CARNEGIE	AVE
202521	MONTANA INDUSTRIAL CENTER 2 (EXC SLY TRIA) & WL	1.224	3623	BUCKNER	ST
57018	5 MC RAE COMMERCIAL DISTRICT LOT 21 (41900 SQ FT)	0.9619	9811	CARNEGIE	AVE
353489	1 MONTANA INDUSTRIAL CENTER LOT 4 (43510 SQ FT)	0.9989	3819	ADMIRAL	ST
317205	1 MC RAE COMMERCIAL DISTRICT N PT OF 1 (146.26 FT	0.4545	3615	RUTHERGLEN	ST
346891	1 MONTANA INDUSTRIAL CENTER #1 1 & 2 (87663 SQ FT)	2.0125	3800	BUCKNER	ST
66573	2 MC RAE COMMERCIAL DISTRICT 1 TO 3	1.1305	3616	RUTHERGLEN	ST
99302	6 MC RAE COMMERCIAL DISTRICT RPL 4 & 3 (EXC E 50 FT) &	1.08	3801	MATTOX	ST
152543	3 INTER CITY INDUSTRIAL PARK 1 & 2 (EXC S 120 FT O	1.1637	9901	CARNEGIE	AVE
398852	2 MORTON LEONARD 1 TO 3 (37633.49 SQ F	0.8639	9420	CARNEGIE	AVE
196419	2 MONTANA INDUSTRIAL CENTER 4 & E 90.10 FT OF N 100 FT	1.4465	9100	MAYFLOWER	AVE
389895	7 MONTANA INDUSTRIAL CENTER 1 & 2 & W 206.1 FT OF	1.4952	3800	MATTOX	ST
399546	5 MC RAE COMMERCIAL DISTRICT 11 & E 45 FT OF 10 (6	1.455	9701	CARNEGIE	AVE
275244	5 MC RAE COMMERCIAL DISTRICT 9 & W 45 FT OF 10 198	1.5586	9613	CARNEGIE	AVE
134711	8 MONTANA INDUSTRIAL CENTER #5 LOT 2	0.4591	9010	MAYFLOWER	AVE

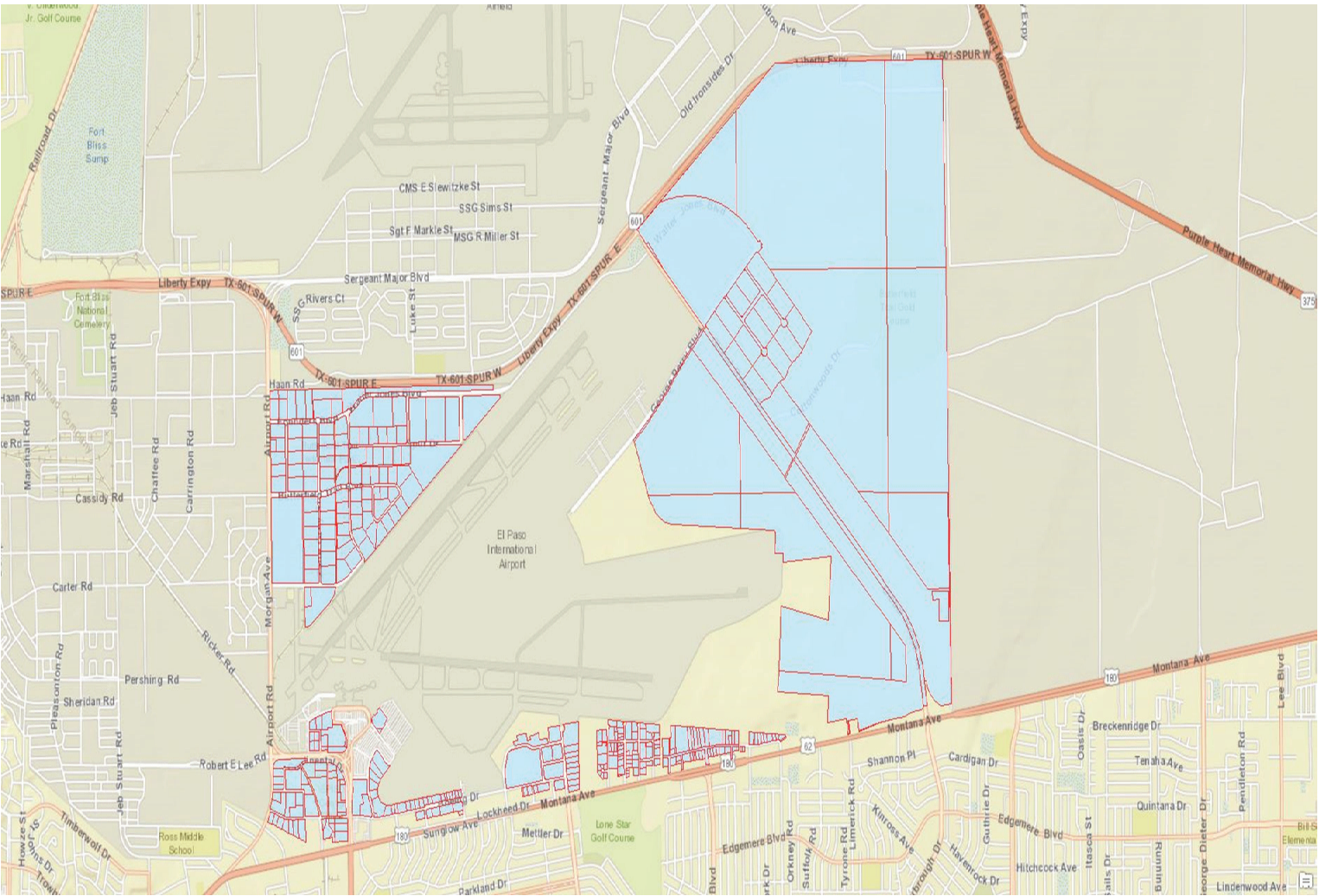


**EXHIBIT A**  
**BOUNDARY DESCRIPTION** *(Continued)*

PROPERTY ID	LEGAL DESCRIPTION	ACRES	ADDRESS			
162907	6 MC RAE COMMERCIAL DISTRICT N PT OF 1 (EXC NEC)	1.7163	3711	MATTOX	ST	
394102	5 MC RAE COMMERCIAL DISTRICT 12 TO 16 176105.97 SQ	4.0428	9715	CARNEGIE	AVE	
44172	4 MORTON LEONARD REPLAT A LOT 1 (90450.63 SQ FT)	2.0765	9401	CARNEGIE	AVE	
255276	5 MONTANA INDUSTRIAL CENTER 4 & 5 (97938 SQ FT)	2.2483	3733	SHELL	AVE	
228008	80 TSP 2 SEC 40 T & P SURV TR 1-B-3 (1.745 AC) & TR 1-D	2.1095	3700	MATTOX	ST	
389275	7 BUTTERFIELD TRAIL IND PK #2 IMPS & POSS INT IN 8 &	5.2581	21	LEIGH FISHER	BLVD	
161657	4 MONTANA INDUSTRIAL CENTER #4 4 & S 64.76 FT OF 3 (58	1.3442	3701	SHELL	AVE	



# **EXHIBIT B** **BOUNDARY MAP**

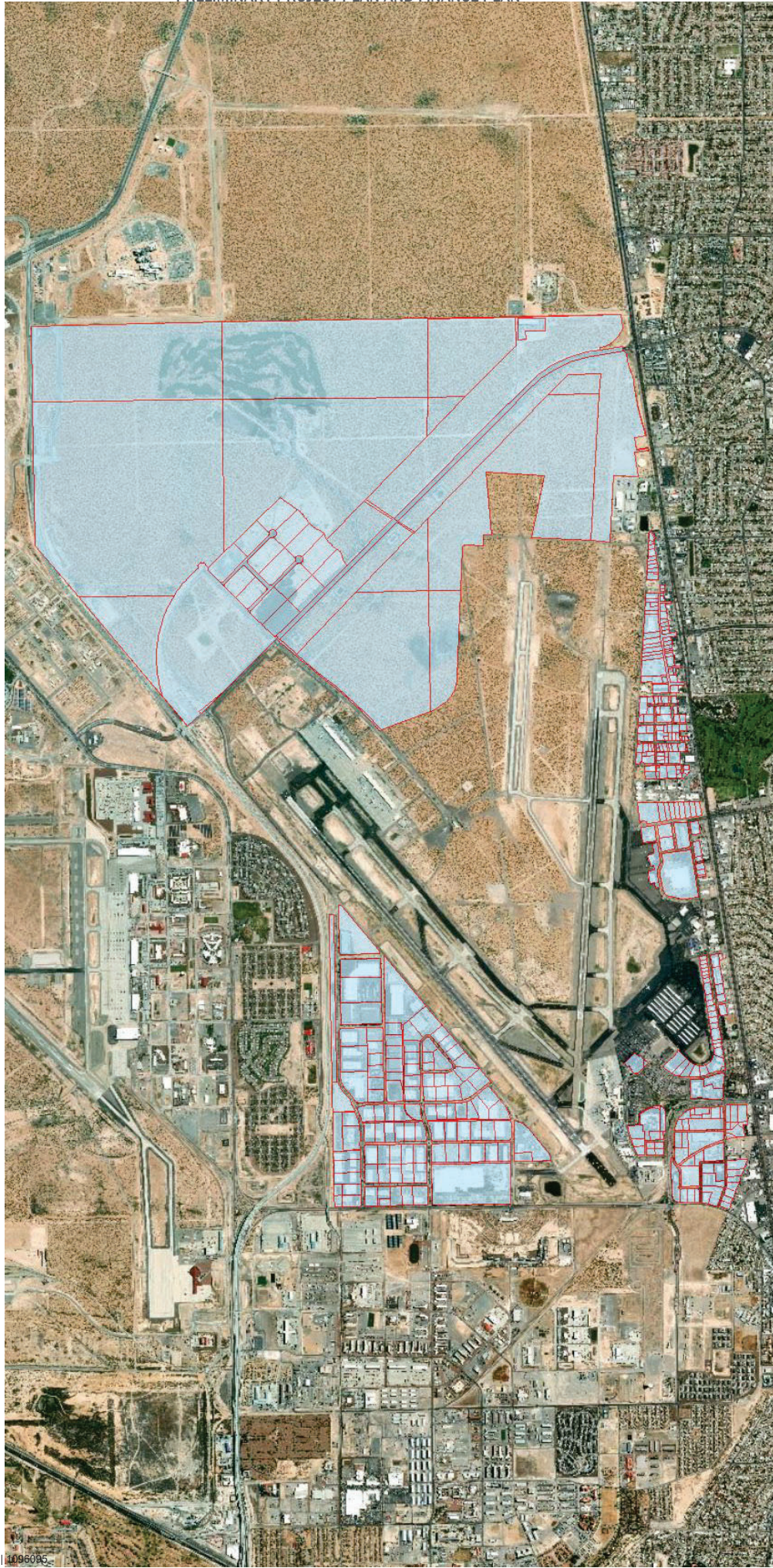


 - TIRZ Boundary



# Tax Increment Reinvestment Zone #14 City of El Paso, Texas

10-17-2751 | 1096095  
TIRZ 14 Creation Ordinance  
FME





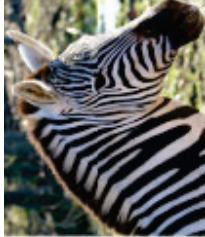
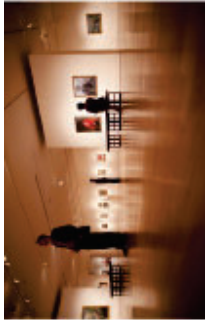


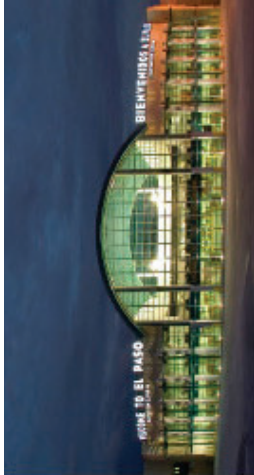
Table of Contents

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■ Proposed Development .....	5
■ Project Costs .....	7
■ Financial Feasibility Analysis .....	8
■ Terms and Conditions .....	22
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DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



El Paso is the largest metro area along the Texas-Mexico border which boasts a best-in-class, business friendly operating environment while also offering a great living experience. The region represents one of the largest manufacturing centers in North America and is recognized as globally competitive. This is largely due to El Paso's unique quality of possessing the largest bilingual and bi-cultural workforce in the Western Hemisphere.

As the sixth-largest city in Texas, El Paso is a top 20% U.S. performing economy and continues to experience positive economic growth by attracting new businesses and helping existing companies to grow. The City's focus is to create new employment opportunities in 21st century industries, maintain a great quality of life, and facilitate business growth at the local and international levels.





EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Introduction

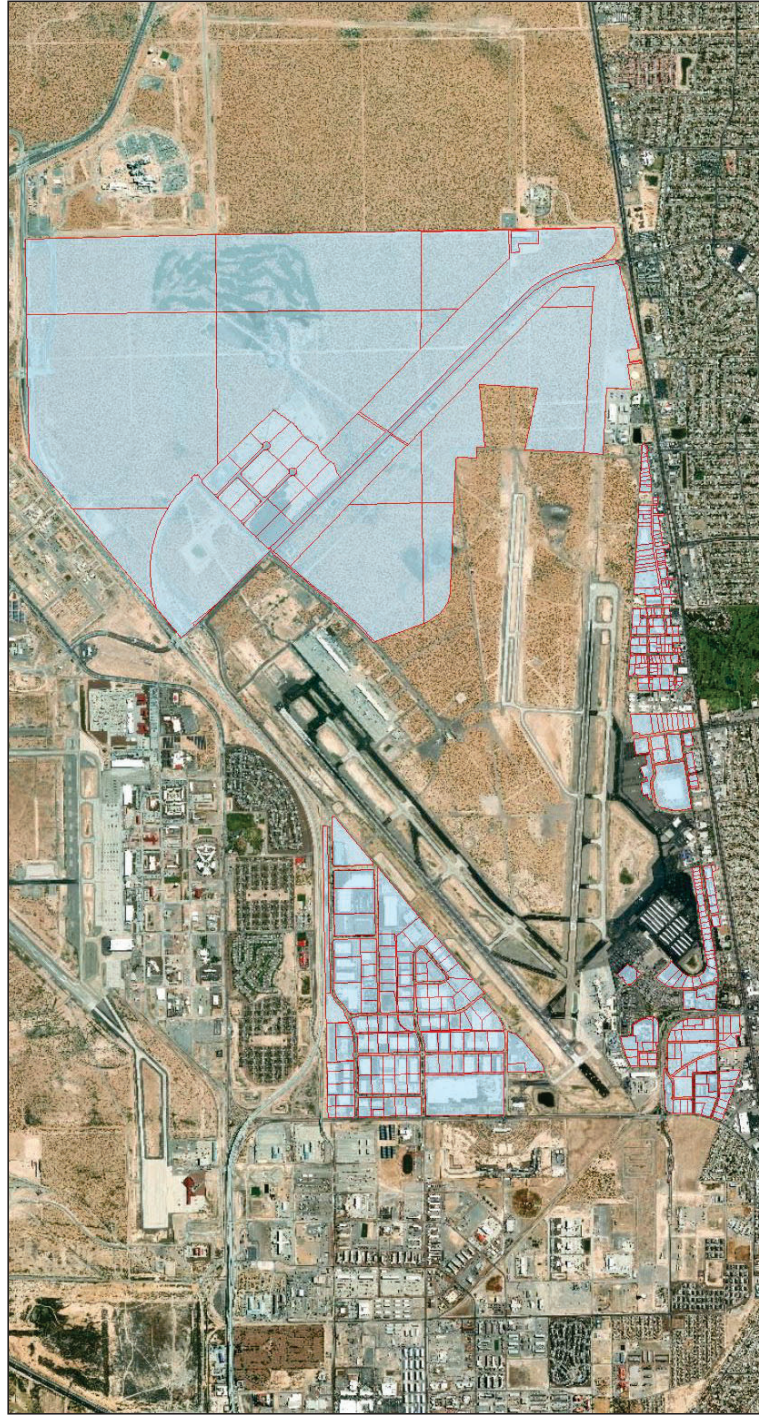
**Tax Increment Reinvestment Zone #14, City of El Paso**

10-10079-10-1009  
TIRZ 14 Creation Ordinance  
FME

The goal of Tax Increment Reinvestment Zone #14 (TIRZ) is to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ #14 will promote the development of new construction within the boundaries of the TIRZ.

The project and financing plan outlines the funding of \$88,901,179 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions.

Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



 - TIRZ Boundary

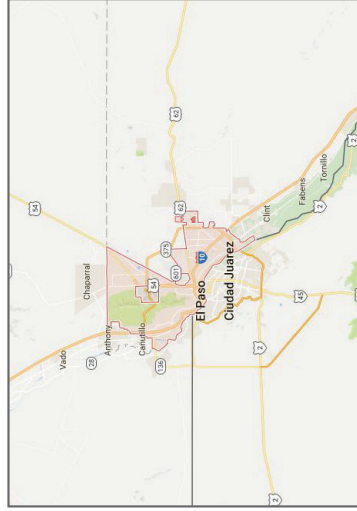


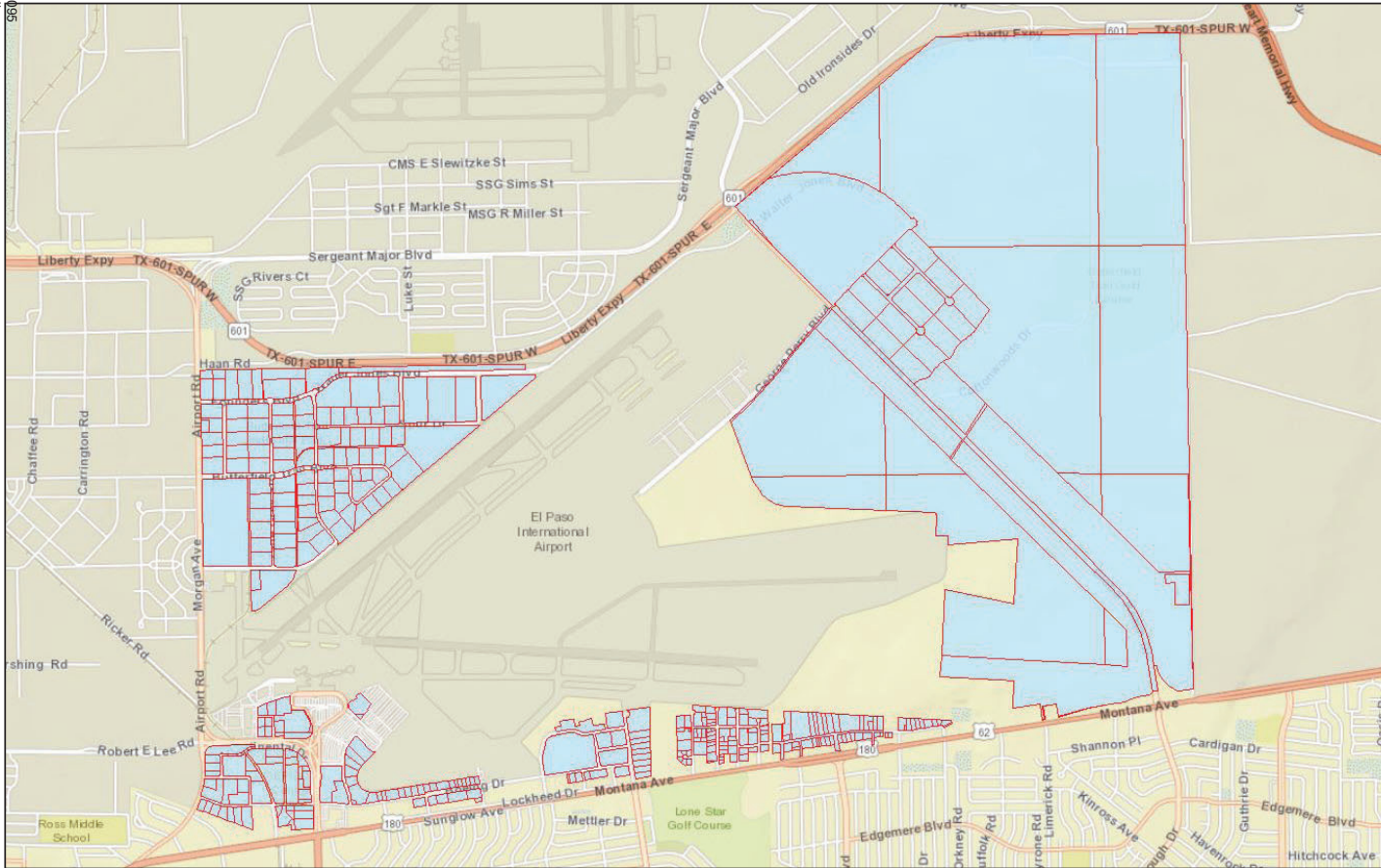


EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

TIRZ Boundary

Boundary Description

TIRZ #14 consists of approximately 4,048 acres located wholly within the city limits of the City of El Paso. The TIRZ is located adjacent to the El Paso International Airport, approximately four miles northeast of downtown El Paso. The zone is generally bound by Airport Road to the west, US 62/180 (Montana Ave.) to the south, and Spur 601/Liberty Expressway to the north. The TIRZ is noncontiguous and includes 365 parcels. The legal description for each parcel is included in **Appendix A**.



 - TIRZ Boundary



EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Current Conditions

Land Use

The land within the zone is improved with either commercial buildings or vacant land that is well positioned for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership Information

There are currently 365 parcels within Tax Increment Reinvestment Zone #14, the majority of which are tax exempt, and many of which are owned by the City of El Paso. It is the City's desire to have the land developed, facilitated by a direct transfer agreement between the City and a private entity, pursuant to Chapter 272 of the Local Government Code. The 2020 taxable value of the property within the TIRZ is \$47,275,925. The base year for the TIRZ will be 2021, and the 2021 taxable values will need to be verified with the El Paso Central Appraisal District when the certified values for 2021 become available.

For further details of parcels included within the TIRZ, including current ownership and 2020 taxable value, see **Appendix A**.

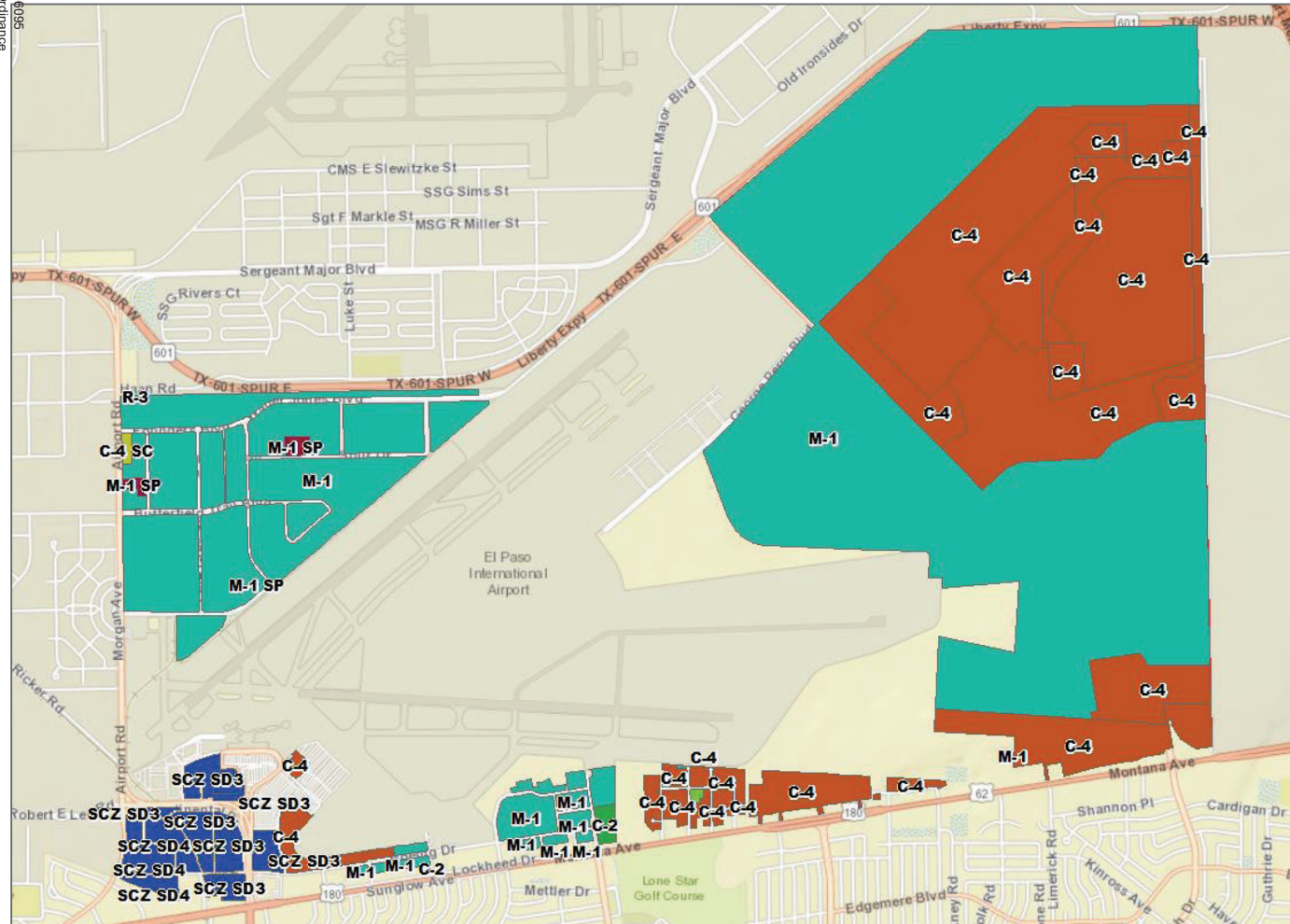


EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Current Conditions

Zoning

The zoning for the property within the TIRZ can be seen in the map below. The majority of the land within the TIRZ is zoned M-1: Light Manufacturing District. The balance of the land is Commercial or SmartCode Zone. The property may need to be rezoned to accommodate any future development. It is not anticipated there will be any changes to the City of El Paso zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



Preliminary Project and Financing Plan, TIRZ #14

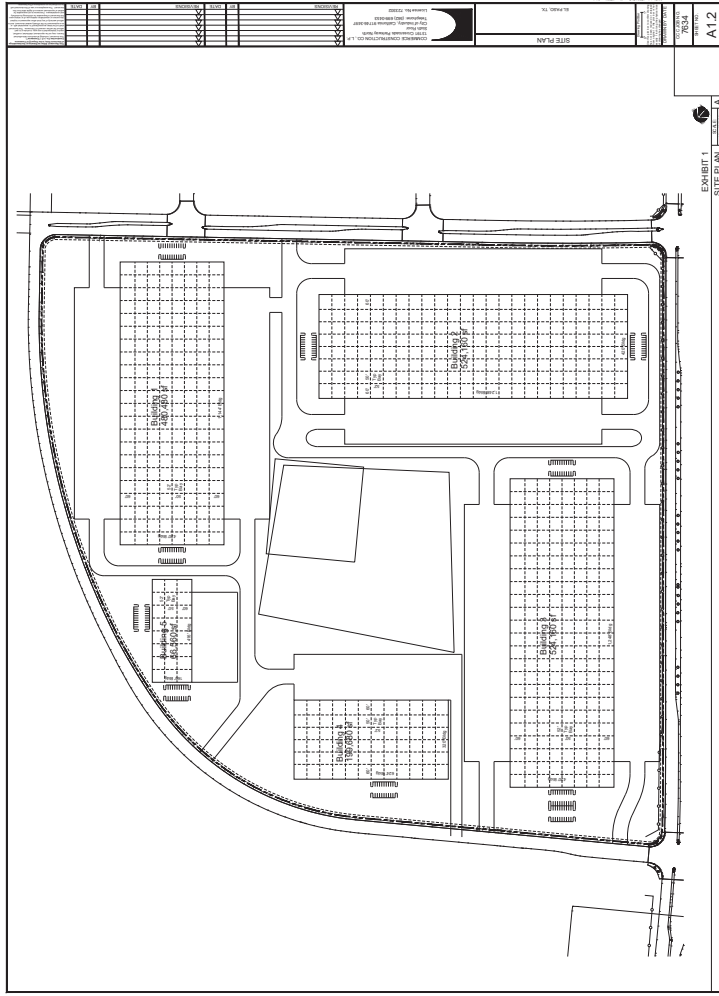
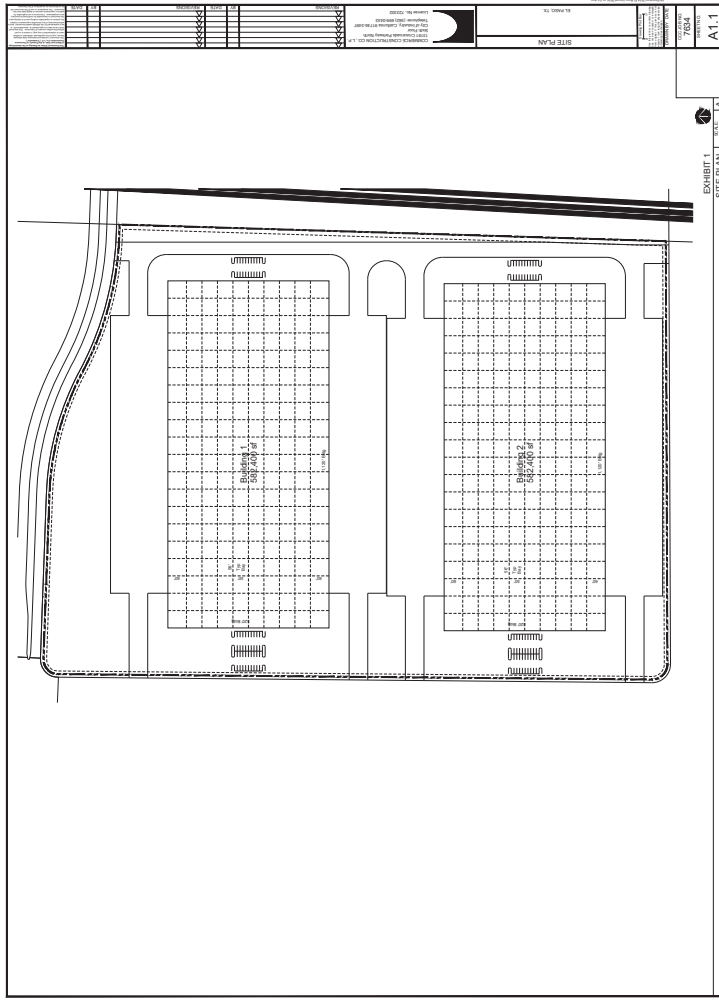


Proposed Development

EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

The vacant land within the TIRZ is well positioned for future development. Given the adjacency to the airport, current zoning, and market demand, industrial, office, and commercial uses are projected. DPED was engaged to work with industry leaders to project how development may occur within the boundaries of the zone. For the purposes of the projections, DPED divided the TIRZ into five areas of future development. The site plans below show projected industrial development within Area 1 of the TIRZ. Based upon these plans, Area 1 could potentially see seven industrial buildings totalling 2,958,840 square feet. Based on market conditions, DPED projects Area 1 would be built out by 2029. The following page details the projected development timing for Area 1 through Area 5.

1096095  
TIRZ 14  
FME



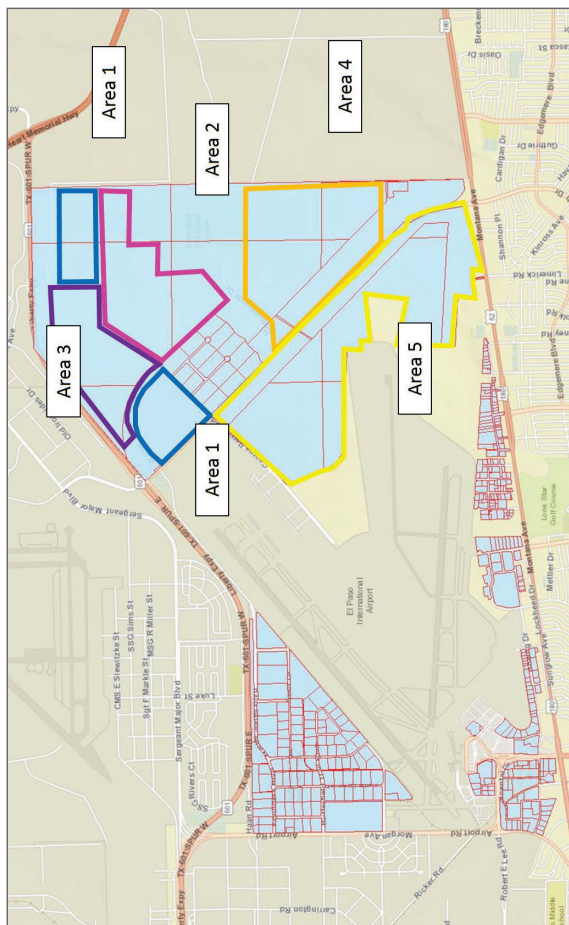


## EXHIBIT C

# PRELIMINARY PROJECT PLAN AND FINANCE PLAN

25 1007 275 1096 095  
TIRZ 14 Creation Ordinance  
FME

25 1007 275 1096 095  
TIRZ 14 Creation Ordinance  
FME



Area 4					
Square Feet/Units	Projected Completion Date	Stabilization Year	Taxable Value PSF/Unit	Incremental Value	
COMMERCIAL	100,000	2024	2026	\$175	\$17,500,000
OFFICE	75,000	2026	2028	\$200	\$15,000,000
LIGHT INDUSTRIAL	850,000	2033	2035	\$35	\$29,750,000
LIGHT INDUSTRIAL	175,000	2033	2035	\$35	\$6,125,000
OFFICE	125,000	2033	2035	\$200	\$25,000,000
LIGHT INDUSTRIAL	500,000	2033	2037	\$35	\$17,500,000
LIGHT INDUSTRIAL	1,000,000	2035	2037	\$35	\$35,000,000
LIGHT INDUSTRIAL	1,000,000	2037	2039	\$35	\$35,000,000
LIGHT INDUSTRIAL	500,000	2037	2039	\$35	\$17,500,000
LIGHT INDUSTRIAL	1,000,000	2039	2041	\$35	\$35,000,000
5,325,000					\$233,375,000
Area 5					
PROJECT TOLLWAY	2,045,848	2022	2024	\$0	\$0
LIGHT INDUSTRIAL	250,000	2024	2026	\$35	\$8,750,000
LIGHT INDUSTRIAL	75,000	2024	2026	\$35	\$2,625,000
COMMERCIAL	75,000	2024	2026	\$175	\$13,125,000
LIGHT INDUSTRIAL	500,000	2026	2028	\$35	\$17,500,000
LIGHT INDUSTRIAL	350,000	2028	2030	\$35	\$12,250,000
LIGHT INDUSTRIAL	450,000	2030	2032	\$35	\$15,750,000
COMMERCIAL	200,000	2030	2032	\$175	\$35,000,000
LIGHT INDUSTRIAL	250,000	2032	2034	\$35	\$8,750,000
LIGHT INDUSTRIAL	500,000	2034	2036	\$35	\$17,500,000
4,695,848					\$131,250,000
TOTAL					\$749,684,400



EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #14 that will be financed by in part by incremental real property tax generated within the TIRZ.			
TIRZ 14 Creation Ordinance FME			
10071751096			
<b>Proposed Project Costs</b>			
Water Facilities and Improvements	\$	6,667,588	7.5%
Sanitary Sewer Facilities and Improvements	\$	8,890,118	10.0%
Storm Water Facilities and Improvements	\$	8,890,118	10.0%
Transit/Parking Improvements	\$	13,335,177	15.0%
Street and Intersection Improvements	\$	31,115,413	35.0%
Economic Development Grants	\$	17,780,236	20.0%
Administrative Costs	\$	2,222,529	2.5%
	\$	88,901,179	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. Maintenance and operations of the El Paso International Airport, are not eligible for TIRZ funds per the Texas Tax Code.

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.

It is anticipated that the individual TIRZ project cost allocations will be evaluated on a case by case basis, consistent with the categories listed above, and brought forward to the TIRZ board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
  - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
  - (C) real property assembly costs;
  - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
  - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
  - (F) relocation costs;
  - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
  - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
  - (I) the cost of operating the reinvestment zone and project facilities;
  - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
  - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
  - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.



**Method of Financing**

100.00% of the public improvements outlined on the previous page, the City of El Paso will contribute 50% of the real property increment within the zone generated from the Maintenance and Operations portion of the City tax rate.

**Debt Service**

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

**Economic Feasibility Study**

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages and the anticipated taxable value per square foot can be found on Page 6.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax		Participation
City of El Paso (M&O)	0.62384700	50%
El Paso County	0.48899700	0%
EPCC	0.13985900	0%
University Medical	0.26774700	0%
El Paso I.S.D.	1.31835000	0%
	<b>2.83880000</b>	<b>0.3119235</b>

Personal Property Tax		Participation
City of El Paso (M&O)	0.62384700	0%
El Paso County	0.48899700	0%
EPCC	0.13985900	0%
University Medical	0.26774700	0%
El Paso I.S.D.	1.31835000	0%
	<b>2.83880000</b>	<b>0.0000000</b>

City Sales Tax Rate	0.02000000	0.00%
State Sales Tax Rate	0.06250000	0.00%

City HOT	0.07000000	0.00%
State HOT	0.06000000	0.00%



EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Financial Feasibility Analysis

AREA 1: INPUT & OUTPUT

21-1007-2751 | 1096095  
TIRZ 14 Creation Ordinance  
FME

INPUT

INFLATION RATE	2.00%
DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of El Paso (M&O)	0.62384700	50.00%	0.3119235
El Paso County	0.48997700	0%	0.0000000
EPCC	0.13995900	0%	0.0000000
University Medical	0.28774700	0%	0.0000000
El Paso I.S.D.	1.31651600	0%	0.0000000
	2.83898000		0.3119235

PERSONAL PROPERTY TAX		PARTICIPATION	
City of El Paso (M&O)	0.62384700	0%	0.0000000
El Paso County	0.48997700	0%	0.0000000
EPCC	0.13995900	0%	0.0000000
University Medical	0.28774700	0%	0.0000000
El Paso I.S.D.	1.31651600	0%	0.0000000
	2.83898000		0.0000000

Sales Tax Rate	0.0200000	0.00%	0.0000000
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AREA 1

	Year	AREA \$	REAL PROPERTY \$ / \$	TAX VALUE	PERSONAL PROPERTY \$ / \$	TAX VALUE	\$ / SF	SALES TAX VALUE
LIGHT INDUSTRIAL	2023	60,480	35.00	16,816,800	15.00	2,207,200	\$	\$
	2025	65,680	35.00	2,294,600	15.00	963,400	\$	\$
LIGHT INDUSTRIAL	2025	824,160	35.00	16,345,600	15.00	7,862,400	\$	\$
	2025	199,680	35.00	6,968,800	15.00	2,996,200	\$	\$
COMMERCIAL	2025	75,000	175.00	13,125,000	15.00	1,125,000	\$	200.00 \$
	2027	524,160	35.00	16,345,600	15.00	7,862,400	\$	\$
OFFICE	2027	150,000	200.00	30,000,000	15.00	2,250,000	\$	\$
	2027	592,400	35.00	20,384,000	15.00	6,736,000	\$	\$
LIGHT INDUSTRIAL	2025	892,400	35.00	20,384,000	15.00	6,736,000	\$	\$
	2025	892,400	35.00	20,384,000	15.00	6,736,000	\$	\$
TOTAL		3,183,840		146,684,400		47,67,680		15,000,000

OUTPUT

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of El Paso (M&O)	26.7%	\$ 62,339,449		\$ 37,443,221	+	\$ 10,776,571	+	\$	\$
El Paso County	16.2%	\$ 27,795,651		\$ 29,349,540	+	\$ 8,447,121	+	\$	\$
EPCC	5.0%	\$ 10,910,298		\$ 8,394,320	+	\$ 2,415,978	+	\$	\$
University Medical	8.9%	\$ 20,895,306		\$ 16,070,142	+	\$ 4,625,164	+	\$	\$
El Paso I.S.D.	43.6%	\$ 101,500,887		\$ 79,127,206	+	\$ 22,773,681	+	\$	\$
TOTAL		223,539,801		\$ 170,354,429		\$ 48,038,515		\$	\$

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of El Paso (M&O)	100.0%	\$ 16,721,610		\$ 16,721,610	+	\$	+	\$	\$
El Paso County	0.0%	\$		\$	+	\$	+	\$	\$
EPCC	0.0%	\$		\$	+	\$	+	\$	\$
University Medical	0.0%	\$		\$	+	\$	+	\$	\$
El Paso I.S.D.	100.0%	\$ 18,721,610		\$ 18,721,610	+	\$	+	\$	\$

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of El Paso (M&O)	20.3%	\$ 43,614,538		\$ 16,721,610	+	\$ 10,776,571	+	\$	\$
El Paso County	17.6%	\$ 37,795,651		\$ 29,349,540	+	\$ 8,447,121	+	\$	\$
EPCC	5.0%	\$ 10,910,298		\$ 8,394,320	+	\$ 2,415,978	+	\$	\$
University Medical	9.0%	\$ 20,895,306		\$ 16,070,142	+	\$ 4,625,164	+	\$	\$
El Paso I.S.D.	47.4%	\$ 101,500,887		\$ 79,127,206	+	\$ 22,773,681	+	\$	\$
TOTAL		214,817,991		\$ 151,662,819		\$ 48,038,515		\$	\$



EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN  
TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

## Financial Feasibility Analysis

[illegible]



EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Financial Feasibility Analysis

AREA 2: INPUT & OUTPUT

INPUT	INFLATION RATE	2.00%
	DISCOUNT RATE	6.00%

REAL PROPERTY TAX			PARTICIPATION		
City of El Paso (M&O)	0.62384700		50.00%	0.3119235	
El Paso County	0.4889700		0%	0.0000000	
EPCC	0.13988800		0%	0.0000000	
University Medical	1.28777000		0%	0.0000000	
El Paso I.S.D.	1.31835000		0%	0.0000000	
	2.83880000			0.3119235	

PERSONAL PROPERTY TAX			PARTICIPATION		
City of El Paso (M&O)	0.62384700		0%	0.0000000	
El Paso County	0.4889700		0%	0.0000000	
EPCC	0.13988800		0%	0.0000000	
University Medical	1.28777000		0%	0.0000000	
El Paso I.S.D.	1.31835000		0%	0.0000000	
	2.83880000			0.0000000	

Sales Tax Rate	0.02000000	0.00%	0.00000000
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AREA 2		Year	AREA SF	REAL PROPERTY \$ / SF TAX VALUE	PERSONAL PROPERTY \$ / SF TAX VALUE	\$ / SF	SALES TAX VALUE
LIGHT INDUSTRIAL	2026	2026	800,000	\$ 35.00	\$ 28,000.000	15.00	\$ 12,000.000
		2026	225,000	\$ 35.00	\$ 7,875.000	15.00	\$ 3,275.000
		2026	100,000	\$ 35.00	\$ 3,500.000	15.00	\$ 1,500.000
		2027	275,000	\$ 35.00	\$ 9,625.000	15.00	\$ 4,125.000
		2029	225,000	\$ 35.00	\$ 7,875.000	15.00	\$ 3,275.000
		2029	125,000	\$ 35.00	\$ 4,375.000	15.00	\$ 1,875.000
		2031	950,000	\$ 35.00	\$ 33,250.000	15.00	\$ 14,250.000
		2031	150,000	\$ 35.00	\$ 5,250.000	15.00	\$ 2,250.000
		2033	450,000	\$ 35.00	\$ 15,750.000	15.00	\$ 6,750.000
		2033	325,000	\$ 35.00	\$ 11,375.000	15.00	\$ 4,875.000
TOTAL			3,625,000		126,875.000		12,000.000

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES	
City of El Paso (M&O)	22.0%	\$ 47,872.878	=	\$ 33,511.015	+	\$ 14,361.864
El Paso County	1.0%	\$ 37,524.736	=	\$ 26,267.315	+	\$ 11,257.421
EPDC	4.2%	\$ 107,752.524	=	\$ 7,512.767	+	\$ 3,215.757
University Medical	9.4%	\$ 20,546.415	=	\$ 14,382.491	+	\$ 6,163.925
El Paso I.S.D.	46.4%	\$ 101,167.789	=	\$ 70,817.438	+	\$ 30,350.331
	100.0%	\$ 217,844.333	=	\$ 152,481.228	+	\$ 65,353.287
		100%		100%		100%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of El Paso (M&O)	100.0%	\$ 16,756.507	= \$ 16,756.507	+ \$ -	+ \$ -
	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
TOTAL		\$ 16,756.507			
100.0%		\$ 16,756.507			

NET BENEFIT		Year	AREA	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY TAX VALUE	\$ / SF	SALES TAX VALUE	
City of El Paso (M&O)	15.5%	2026	\$ 31,117.371	=	\$ 16,756.507	+	\$ -	
		2027	\$ 29,259.315	=	\$ 26,267.315	+	\$ -	
		2029	\$ 107,752.524	=	\$ 7,512.767	+	\$ -	
		2031	\$ 20,546.415	=	\$ 14,382.491	+	\$ -	
		2033	\$ 101,167.789	=	\$ 70,817.438	+	\$ -	
TOTAL			\$ 209,039.816		\$ 135,735.518		\$ -	
100.0%			100.0%		67.5%		32.5%	



## Financial Feasibility Analysis

21-1007-2751 | 1096095  
TIRZ 14 Creation Ordinance  
FME



## EXHIBIT C

## PRELIMINARY PROJECT PLAN AND FINANCE PLAN

-1007-2751 | 1096095  
RZ 14 Creation Ordinance  
ME

SALES
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1



## ECI PLAIN

21-1007-2751 | 1096095  
TIRZ 14 Creation Ordinance  
FME



EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Financial Feasibility Analysis

AREA 4 : INPUT & OUTPUT

INPUT

INFLATION RATE	2.00%
DISCOUNT RATE	6.00%

REAL PROPERTY TAX	AREA	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY TAX VALUE	SALES TAX VALUE
City of El Paso (M&O)	0.63384700	171	17,500,000	200
El Paso County	0.48897000	35	29,750,000	15,000
EPCC	0.13959900	0%	0.000000	0%
University Medical	0.28774700	0%	0.000000	0%
El Paso I.S.D.	1.31835000	0%	0.000000	0%
	2.83860600	0.311923		

PERSONAL PROPERTY TAX	AREA	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY TAX VALUE	SALES TAX VALUE
City of El Paso (M&O)	0.63384700	0%	0.000000	0%
El Paso County	0.48897000	0%	0.000000	0%
EPCC	0.13959900	0%	0.000000	0%
University Medical	0.28774700	0%	0.000000	0%
El Paso I.S.D.	1.31835000	0%	0.000000	0%
	2.83860600	0.000000		

SALES TAX RATE	0.020000	0.00%	0.000000	0.000000
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OUTPUT

AREA 4	Year	AREA	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY TAX VALUE	SALES TAX VALUE
COMMERCIAL	2024	100.00%	171	17,500,000	200
OFFICE	2028	75.00%	200	15,000,000	15,000
LIGHT INDUSTRIAL	2033	850.00%	35	29,750,000	15,000
LIGHT INDUSTRIAL	2033	175.00%	35	6,125,000	2,625,000
OFFICE	2033	125.00%	200	25,000,000	15,000
LIGHT INDUSTRIAL	2035	850.00%	35	17,500,000	15,000
LIGHT INDUSTRIAL	2035	1,000.00%	35	35,000,000	15,000
LIGHT INDUSTRIAL	2037	500.00%	35	17,500,000	15,000
LIGHT INDUSTRIAL	2039	1,000.00%	35	35,000,000	15,000
TOTAL		5,325.00%	\$ 233,375,000	\$ 75,375,000	\$ 20,000,000

OUTPUT

TOTAL TAX REVENUE	AREA	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY TAX VALUE	SALES TAX VALUE
City of El Paso (M&O)	22.0%	\$ 39,871,532	\$ 15,625,771	\$ 1,923,216
El Paso County	17.2%	\$ 31,255,124	\$ 6,761,877	\$ 1,923,216
EPCC	4.9%	\$ 8,945,198	\$ 1,923,216	\$ 1,923,216
University Medical	9.4%	\$ 17,115,175	\$ 13,412,754	\$ 3,762,420
El Paso I.S.D.	46.4%	\$ 84,272,884	\$ 66,942,588	\$ 19,230,216
	100.0%	\$ 187,464,433	\$ 142,298,351	\$ 39,255,082
		100.0%	78.4%	21.6%

TOTAL PARTICIPATION	AREA	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY TAX VALUE	SALES TAX VALUE
City of El Paso (M&O)	100.0%	\$ 15,625,771	\$ 15,625,771	\$ 1,923,216
El Paso County	0.0%	\$ -	\$ -	\$ -
EPCC	0.0%	\$ -	\$ -	\$ -
University Medical	0.0%	\$ -	\$ -	\$ -
El Paso I.S.D.	0.0%	\$ -	\$ -	\$ -
	100.0%	\$ 15,625,771	\$ 15,625,771	\$ 1,923,216
		100.0%	100.0%	0.0%

NET BENEFIT	AREA	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY TAX VALUE	SALES TAX VALUE
City of El Paso (M&O)	14.5%	\$ 24,252,391	\$ 15,625,771	\$ 1,923,216
El Paso County	78.9%	\$ 31,255,124	\$ 6,761,877	\$ 1,923,216
EPCC	5.4%	\$ 8,945,198	\$ 1,923,216	\$ 1,923,216
University Medical	10.2%	\$ 17,115,175	\$ 13,412,754	\$ 3,762,420
El Paso I.S.D.	100.0%	\$ 84,272,884	\$ 66,942,588	\$ 19,230,216
	100.0%	\$ 187,464,433	\$ 142,298,351	\$ 39,255,082
		100.0%	78.4%	21.6%







EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Financial Feasibility Analysis

AREA 5 : INPUT & OUTPUT

INPUT

INFLATION RATE	2.00%
DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of El Paso (MCO)	0.63384700	50.00%	0.311823
El Paso County	0.48899700	0%	0.000000
EPCC	0.13869900	0%	0.000000
University Medical	0.28774700	0%	0.000000
El Paso I.S.D.	1.31839000	0%	0.000000
	2.83860000		0.311823

PERSONAL PROPERTY TAX		PARTICIPATION	
City of El Paso (MCO)	0.63384700	0%	0.000000
El Paso County	0.48899700	0%	0.000000
EPCC	0.13869900	0%	0.000000
University Medical	0.28774700	0%	0.000000
El Paso I.S.D.	1.31839000	0%	0.000000
	2.83860000		0.000000

SALES TAX RATE	0.200000	0.00%	0.000000
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AREA 5

Year	AREA	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY TAX VALUE	SALES TAX VALUE
2023	2,045,848	-	-	-
2024	250,000	35	15.00	-
2025	75,000	35	15.00	-
2026	75,000	35	15.00	-
2027	75,000	35	15.00	-
2028	500,000	175	15.00	-
2029	350,000	35	15.00	-
2030	450,000	35	15.00	-
2031	150,000	35	15.00	-
2032	250,000	35	15.00	-
2033	250,000	35	15.00	-
2034	500,000	35	15.00	-
TOTAL	4,095,848	-	201,250.00	-

OUTPUT

Year	TOTAL	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY TAX VALUE	SALES TAX VALUE
2023	48,972,553	-	-	-
2024	38,170,547	-	-	-
2025	11,203,246	-	-	-
2026	21,447,568	-	-	-
2027	105,604,934	-	-	-
2028	227,393,937	-	-	-
TOTAL	333,792,848	-	-	-

Year	TOTAL	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY TAX VALUE	SALES TAX VALUE
2023	20,890,050	-	-	-
2024	20,890,050	-	-	-
2025	20,890,050	-	-	-
2026	20,890,050	-	-	-
2027	20,890,050	-	-	-
2028	20,890,050	-	-	-
2029	20,890,050	-	-	-
2030	20,890,050	-	-	-
2031	20,890,050	-	-	-
2032	20,890,050	-	-	-
2033	20,890,050	-	-	-
2034	20,890,050	-	-	-
TOTAL	208,900,500	-	-	-

Year	TOTAL	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY TAX VALUE	SALES TAX VALUE
2023	25,082,253	-	-	-
2024	38,170,547	-	-	-
2025	11,203,246	-	-	-
2026	21,447,568	-	-	-
2027	105,604,934	-	-	-
2028	227,393,937	-	-	-
TOTAL	400,892,531	-	-	-



# Financial Feasibility Analysis

## EXHIBIT C PRELIMINARY PROJECT PLAN AND FINANCE PLAN TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	3015	3016	3017	3018	3019	3020	3021	3022	3023	3024	3025	3026	3027	3028	3029	3030	3031	3032	3033	3034	3035	3036	3037	3038	3039	3040	3041	3042	3043	3044	3045	3046	3047	3048	3049	3050	3051	3052	3053	3054	3055	3056	3057	3058	3059	3060	3061	3062	3063	3064	3065	3066	3067	3068	3069	3070	3071	3072	3073	3074	3075	3076	3077	3078	3079	3080	3081	3082	3083	3084	3085	3086	3087	3088	3089	3090	3091	3092	3093	3094	3095	3096	3097	3098	3099	3100	3101	3102	3103	3104	3105	3106	3107	3108	3109	3110	3111	3112	3113	3114	3115	3116	3117	3118	3119	3120	3121	3122	3123	3124	3125	3126	3127	3128	3129	3130	3131	3132	3133	3134	3135	3136	3137	3138	3139	3140	3141	3142	3143	3144	3145	3146	3147	3148	3149	3150	3151	3152	3153	3154	3155	3156	3157	3158	3159	3160	3161	3162	3163	3164	3165	3166	3167	3168	3169	3170	3171	3172	3173	3174	3175	3176	3177	3178	3179	3180	3181	3182	3183	3184	3185	3186	3187	3188	3189	3190	3191	3192	3193	3194	3195	3196	3197	3198	3199	3200	3201	3202	3203	3204	3205	3206	3207	3208	3209	3210	3211	3212	3213	3214	3215	3216	3217	3218	3219	3220	3221	3222	3223	3224	3225	3226	3227	3228	3229	3230	3231	3232	3233	3234	3235	3236	3237	3238	3239	3240	3241	3242	3243	3244	3245	3246	3247	3248	3249	3250	3251	3252	3253	3254	3255	3256	3257	3258	3259	3260	3261	3262	3263	3264	3265	3266	3267	3268	3269	3270	3271	3272	3273	3274	3275	3276	3277	3278	3279	3280	3281	3282	3283	3284	3285	3286	3287	3288	3289	3290	3291	3292	3293	3294	3295	3296	3297	3298	3299	3300	3301	3302	3303	3304	3305	3306	3307	3308	3309	3310	3311	3312	3313	3314	3315	3316	3317	3318	3319	3320	3321	3322	3323	3324	3325	3326	3327	3328	3329	3330	3331	3332	3333	3334	3335	3336	3337	3338	3339	3340	3341	3342	3343	3344	3345	3346	3347	3348	3349	3350	3351	3352	3353	3354	3355	3356	3357	3358	3359	3360	3361	3362	3363	3364
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EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

## Financial Feasibility Analysis - Proposed TIRZ Revenue

[illegible]



EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Financial Feasibility Analysis - 100% of Tax Revenue Generated

21-1007-2751 | 1096095  
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TAXABLE RATE YEAR GROWTH: 2.00%  
DISCOUNT RATE: 6.00%

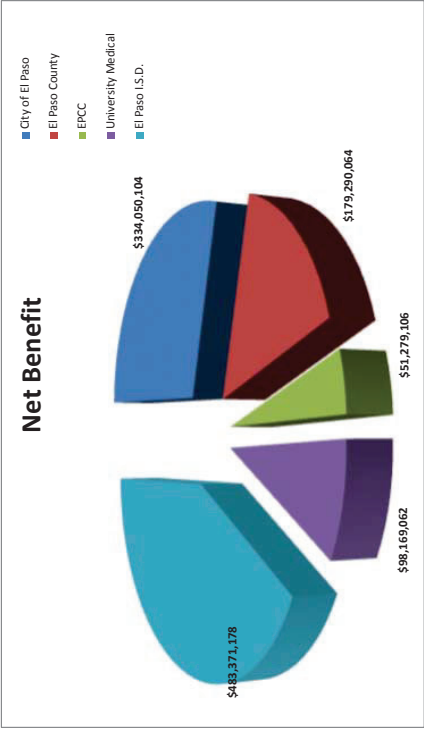
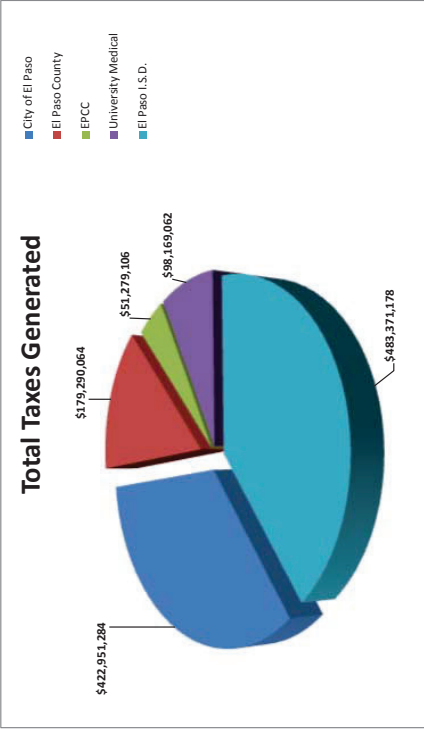
REAL PROPERTY TAX	
0.00073333	93.3333%
0.00073333	0.00073333



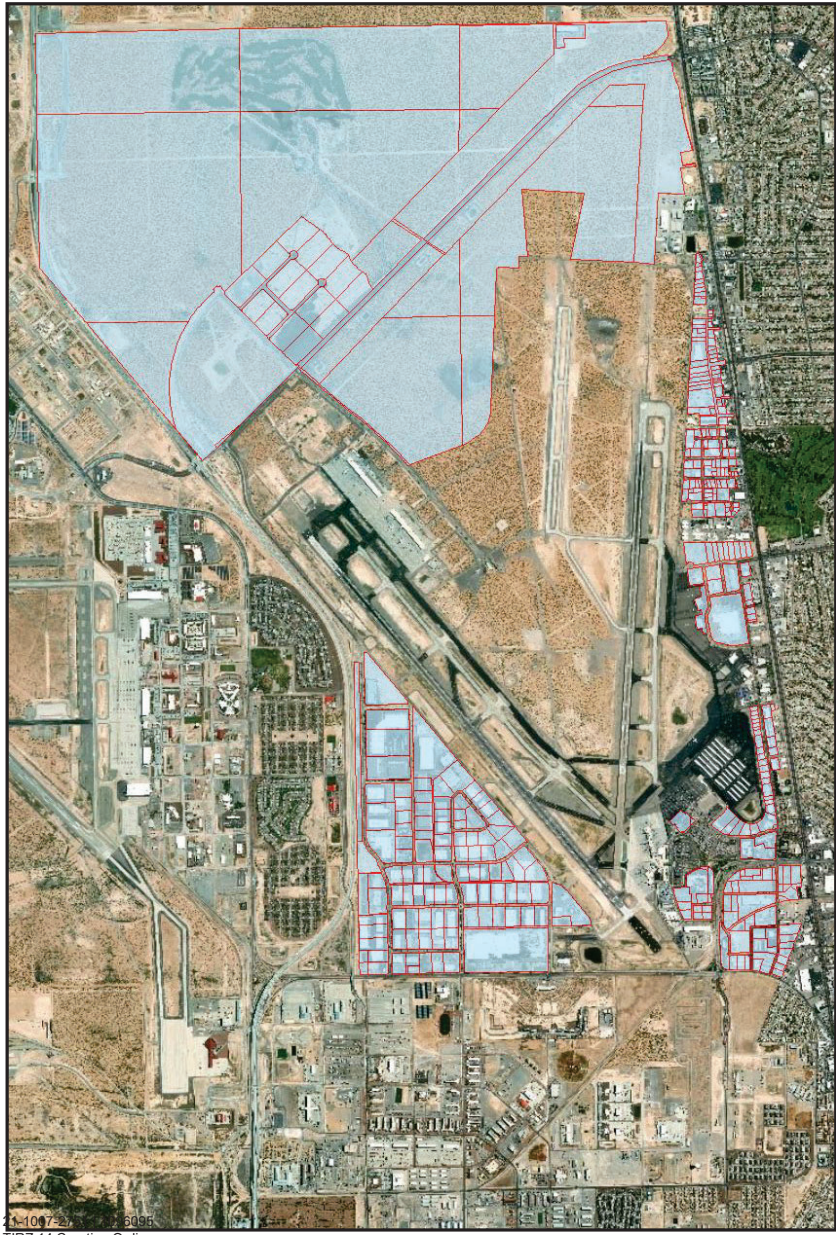
Financial Feasibility Analysis - Summary

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	Participation	Total Net Benefit
City of El Paso	\$422,951,284	\$88,901,179	\$334,050,104
El Paso County	\$179,290,064	\$0	\$179,290,064
EPCC	\$51,279,106	\$0	\$51,279,106
University Medical	\$98,169,062	\$0	\$98,169,062
El Paso I.S.D.	\$483,371,178	\$0	\$483,371,178
Total	\$1,235,060,694	\$88,901,179	\$1,146,159,514







14-1017-20 6095  
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**Projects Cost Estimates:**

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

**Length of TIRZ #14 in Years:**

The TIRZ has a 35-year term and is scheduled to end on December 31, 2056 (with the final year's tax increment to be collected by September 1, 2057).

**Powers and Duties of Board of Directors:**

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.



EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	GEO ID	STATE CODE	LEGAL DESCRIPTION	ACRES	OWNER NAME	ADDRESS	EXEMPTIONS	2020 Taxable Value
36247	M63399900505000	F1	5 MONTANA INDUSTRIAL CENTER LOT 8 (17208.90 SQ FT)	0.395	EL PASO POST #36 AMERICAN L	SHELL	ST	\$ -
364706	M63399900504500	F1	5 MONTANA INDUSTRIAL CENTER LOT 7 16539.00 SQ FT	0.3797	AMERICAN LEGION POST #36	SHELL	AVE	\$ -
364944	E37899900505000	XV-C	5 EL PASO INTL AIRPORT RPL OF #3 REPLAT A LOT 9C	2.4727	CITY OF EL PASO	BOEING	DR	\$ -
644945	E37899900505000	XV-C	5 EL PASO INTL AIRPORT RPL OF #3 REPLAT A LOT 9D	0.5598	CITY OF EL PASO	BOEING	DR	\$ -
644943	E37899900505000	XV-C	5 EL PASO INTL AIRPORT RPL OF #3 REPLAT A LOT 9B	1.8417	CITY OF EL PASO	BOEING	DR	\$ -
644947	E37899900505000	XV-C	5 EL PASO INTL AIRPORT RPL OF #3 REPLAT A LOT 9F	0.5806	CITY OF EL PASO	BOEING	DR	\$ -
644942	E37899900505000	XV-C	5 EL PASO INTL AIRPORT RPL OF #3 REPLAT A LOT 9	1.208	CITY OF EL PASO	BOEING	DR	\$ -
644948	E37899900505000	XV-C	5 EL PASO INTL AIRPORT RPL OF #3 REPLAT A LOT 9G (0	0.5117	CITY OF EL PASO	BOEING	DR	\$ -
644946	E37899900505000	XV-C	5 EL PASO INTL AIRPORT RPL OF #3 REPLAT A LOT 9E	2.1125	CITY OF EL PASO	BOEING	DR	\$ -
335154	E37899900505500	XV-C	5 EL PASO INTL AIRPORT TRS RPL 10 (EXC ELY PT) (26863.5	0.6167	CITY OF EL PASO	BOEING	DR	\$ -
217553	E37899900508670	XV-C	5 EL PASO INTL AIRPORT TRS RPL A LOT 7 (114570.86 SQ F	2.6302	CITY OF EL PASO	BOEING	DR	\$ -
121231	E37899900508660	XV-C	5 EL PASO INTL AIRPORT TRS RPL A LOT 6 (74301.92 SQ FT	1.7057	CITY OF EL PASO	BOEING	DR	\$ -
380181	E37899900508650	XV-C	5 EL PASO INTL AIRPORT TRS RPL A LOT 5 (62464.00 SQ FT	1.434	CITY OF EL PASO	BOEING	DR	\$ -
180981	E37899900400500	XV-R	4 EL PASO INTL AIRPORT TRS RPL SWC OF 3 (89.99' ON S	0.2086	CITY OF EL PASO	BOEING	DR	\$ -
169248	E37899900508640	XV-C	5 EL PASO INTL AIRPORT TRS RPL A LOT 4 (41413.00 SQ FT	0.9507	CITY OF EL PASO	BOEING	DR	\$ -
117000	E37899900304900	XV-C	3 EL PASO INTL AIRPORT TRS RPL 5 78 FT OF 9 (25234.1	0.5173	CITY OF EL PASO	BOEING	DR	\$ -
79662	E37899900508630	XV-C	5 EL PASO INTL AIRPORT TRS RPL A LOT 3 (50105.00 SQ FT	1.1503	CITY OF EL PASO	BOEING	DR	\$ -
61379	E37899900402300	XV-C	4 EL PASO INTL AIRPORT TRS RPL 12 & 13 (52161.46 SQ	1.1975	CITY OF EL PASO	BOEING	DR	\$ -
273062	E37899900508620	XV-C	5 EL PASO INTL AIRPORT TRS RPL A LOT 2 (39782.64 SQ FT	0.9133	CITY OF EL PASO	BOEING	DR	\$ -
110650	E37899900402700	XV-C	4 EL PASO INTL AIRPORT TRS RPL LOT 14 (20000 SQ FT)	0.4591	CITY OF EL PASO	BOEING	DR	\$ -
43907	E37899900402900	XV-C	4 EL PASO INTL AIRPORT TRS RPL LOT 15 (20000 SQ FT)	0.4591	CITY OF EL PASO	BOEING	DR	\$ -
347343	E37899900403100	XV-C	4 EL PASO INTL AIRPORT TRS RPL 16 TO 18 (60000 SQ FT	1.3774	CITY OF EL PASO	BOEING	DR	\$ -
260141	E37899900508610	XV-C	5 EL PASO INTL AIRPORT TRS RPL A LOT 1 (39915.27 SQ FT	0.9163	CITY OF EL PASO	BOEING	DR	\$ -
32651	E37899900403650	XV-C	4 EL PASO INTL AIRPORT TRS RPL 19 & W 1/2 OF 20 (300	0.6887	CITY OF EL PASO	BOEING	DR	\$ -
337165	E37899900404200	XV-C	4 EL PASO INTL AIRPORT TRS RPL 21 & E 1/2 OF 20 (300	0.6887	CITY OF EL PASO	BOEING	DR	\$ -
406945	E37899900403500	XV-C	4 EL PASO INTL AIRPORT TRS RPL 22 & W 1/2 OF 23 (300	0.6887	CITY OF EL PASO	BOEING	DR	\$ -
335992	E37899900404400	XV-C	4 EL PASO INTL AIRPORT TRS RPL 24 & E 50 FT OF 23 (3	0.6887	CITY OF EL PASO	BOEING	DR	\$ -
221709	E37899900404700	XV-C	4 EL PASO INTL AIRPORT TRS RPL 25 & W 1/2 OF 26 (246	0.5647	CITY OF EL PASO	BOEING	DR	\$ -
353249	E37899900404900	XV-C	4 EL PASO INTL AIRPORT TRS RPL 27 & E 1/2 OF 26 (246	0.5647	CITY OF EL PASO	BOEING	DR	\$ -
193638	E37899901300300	XV-C	13 EL PASO INTL AIRPORT TRS RPL LOT 2 (59511 SQ FT)	1.3662	CITY OF EL PASO	HAWKINS	BLVD	\$ -
387369	E37899901000700	XV-C	10 EL PASO INTL AIRPORT TRS RPL NLY 205.5' OF ELY 54.	0.2548	CITY OF EL PASO	BOEING	DR	\$ -
50320	E37899900405200	XV-C	4 EL PASO INTL AIRPORT TRS RPL 28 TO 30 (49200 SQ FT	1.1295	CITY OF EL PASO	BOEING	DR	\$ -
146579	E37899901000900	XV-C	10 EL PASO INTL AIRPORT TRS RPL NLY 205.5' OF LOT 5 (	0.6681	CITY OF EL PASO	BOEING	DR	\$ -
326172	E37899900405900	XV-C	4 EL PASO INTL AIRPORT TRS RPL 31 & W 50 FT OF 32 (2	0.5647	CITY OF EL PASO	BOEING	DR	\$ -
945111	E37899900406100	XV-C	4 EL PASO INTL AIRPORT TRS RPL E 50 FT OF 32 (8200 S	0.1882	CITY OF EL PASO	BOEING	DR	\$ -
291125	E37899901001100	XV-C	10 EL PASO INTL AIRPORT TRS RPL NLY 205.5' OF LOT 6 (	0.7057	CITY OF EL PASO	BOEING	DR	\$ -
206950	E37899900406300	XV-C	4 EL PASO INTL AIRPORT TRS RPL LOT 33 (16400 SQ FT)	0.3765	CITY OF EL PASO	BOEING	DR	\$ -
681980	E37899901100121	XV-C	11 EL PASO INTL AIRPORT TRS RPL NLY 181.00 FT OF 1 (233	0.5357	CITY OF EL PASO	BOEING	DR	\$ -
211071	E37899900406500	XV-C	4 EL PASO INTL AIRPORT TRS RPL LOT 34 (16400 SQ FT)	0.3765	CITY OF EL PASO	BOEING	DR	\$ -
328385	E37899900406700	XV-C	4 EL PASO INTL AIRPORT TRS RPL LOT 35 (16400 SQ FT)	0.3765	CITY OF EL PASO	BOEING	DR	\$ -

TIRZ 14 Creation Ordinance  
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EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	GEO ID	STATE CODE	LEGAL DESCRIPTION	ACRES	OWNER NAME	ADDRESS	EXEMPTIONS	2020 Taxable Value			
403971	E37899900400700	XV-C	4 EL PASO INTL AIRPORT TRS RPL 4 & 3 (EXC SWC) & SLY	3.164	CITY OF EL PASO	6805	BOEING	DR	EX-XV	\$	-
403315	E37899900406900	XV-C	4 EL PASO INTL AIRPORT TRS RPL LOT 36 (16400 SQ FT)	0.3765	CITY OF EL PASO		BOEING	DR	EX-XV	\$	-
429828	E37899900407100	XV-C	4 EL PASO INTL AIRPORT TRS RPL LOT 37 (16400 SQ FT)	0.3765	CITY OF EL PASO		BOEING	DR	EX-XV	\$	-
4115659	E37899901300500	XV-C	13 EL PASO INTL AIRPORT TRS RPL LOT 3 (53173 SQ FT)	1.2207	CITY OF EL PASO	1624	HAWKINS	BLVD	EX-XV	\$	-
407686	E37899901200100	XV-C	12 EL PASO INTL AIRPORT TRS RPL 1 & 6 NLY 78.00 FT OF	1.7834	CITY OF EL PASO	8730	BOEING	DR	EX-XV	\$	-
220143	E37899900400380	XV-C	4 EL PASO INTL AIRPORT TRS RPL SLY PT OF 2 BEG 145.8	1.1618	CITY OF EL PASO	1740	AMERICAN	DR	EX-XV	\$	-
372319	E378999002A0300	XV-C	2-A EL PASO INTL AIRPORT TRS RPL 4 TO 6 & S 237.54 FT	4.798	CITY OF EL PASO	6415	HILLER	ST	EX-XV	\$	-
361072	M63399900303000	XV-C	3 MONTANA INDUSTRIAL CENTER #1 S PT OF N 311.89' OF	0.7449	AMERICAN NATIONAL RED CROSS	3620	ADMIRAL	ST	EX-XV	\$	-
387611	E37899901300700	XV-C	13 EL PASO INTL AIRPORT TRS #8 RPL A LOT 4 (55745 SQ F	1.2797	CITY OF EL PASO	1636	HAWKINS	BLVD	EX-XV	\$	-
298283	E37899901300900	XV-C	13 EL PASO INTL AIRPORT TRS #8 RPL A LOT 5 (58318 SQ F	1.3388	CITY OF EL PASO	1700	HAWKINS	BLVD	EX-XV	\$	-
357164	M29899900605000	XV-C	6 MC RAE COMMERCIAL DISTRICT RPL LOT 11 (17400 SQ FT)	0.3994	EL PASO DIABETES ASSOCIATION INC	3641	MATTOX	ST	EX-XV	\$	-
133026	M63399900203100	XV-C	2 MONTANA INDUSTRIAL CENTER LOT 7 (42000 SQ FT)	0.9642	THE REDEEMED CHRISTIAN CHURCH OF GOD	3707	ADMIRAL	ST	EX-XV	\$	-
376055	E37899900400430	XV-C	4 EL PASO INTL AIRPORT TRS RPL PT OF 2 BEG 281.24' S	1.3786	CITY OF EL PASO	1776	AMERICAN DR		EX-XV	\$	-
224915	E37899901301100	XV-C	13 EL PASO INTL AIRPORT TRS #8 RPL A LOT 6 (55002 SQ F	1.2627	CITY OF EL PASO	1712	HAWKINS	BLVD	EX-XV	\$	-
240342	E378999014A0100	XV-C	14 EL PASO INTL AIRPORT TRS #11 LOT 1 (235258.848 SQ	5.4008	CITY OF EL PASO	1701	HAWKINS	BLVD	EX-XV	\$	-
408087	E37899900301000	XV-C	3 EL PASO INTL AIRPORT TRS RPL 3 TO 8 (6.1257 AC)	6.1257	CITY OF EL PASO		BOEING	DR	EX-XV	\$	-
246210	E378999002C5100	XV-C	2-C EL PASO INTL AIRPORT TRS RPL 6 & 7 & SLY 2.007 AC	6.4725	CITY OF EL PASO	6531	BOEING	DR	EX-XV	\$	-
343819	E37899901301300	XV-C	13 EL PASO INTL AIRPORT TRS #8 RPL A LOT 7 (57109 SQ F	1.311	CITY OF EL PASO	1724	HAWKINS	BLVD	EX-XV	\$	-
260776	132699900305600	XV-C	3 INTER CITY INDUSTRIAL PARK LOT 11-A	0.0514	CITY OF EL PASO		DRAINAGE		EX-XV	\$	-
285380	E37899900300700	XV-C	3 EL PASO INTL AIRPORT TRS RPL LOT 2 (44485 SQ FT)	1.0212	CITY OF EL PASO		BOEING	DR	EX-XV	\$	-
79546	E37899900400330	XV-C	4 EL PASO INTL AIRPORT TRS RPL PT OF 2 BEG 145.08' S	1.6535	CITY OF EL PASO	1820	AMERICAN	DR	EX-XV	\$	-
304342	E37899901301500	XV-C	13 EL PASO INTL AIRPORT TRS #8 RPL A LOT 8 (60008 SQ F	1.3776	CITY OF EL PASO	1736	HAWKINS	BLVD	EX-XV	\$	-
117136	E378999002C7100	XV-C	2-C EL PASO INTL AIRPORT TRS RPL LOT 8 (54008 SQ FT)	1.2399	CITY OF EL PASO		BONANZA	ST	EX-XV	\$	-
318315	E378999002A0200	XV-R	2-A EL PASO INTL AIRPORT TRS RPL NLY PT OF LOT 2 (221.	1.2228	CITY OF EL PASO		HILLER	ST	EX-XV	\$	-
353288	E378999002A0100	XV-C	2-A EL PASO INTL AIRPORT TRS RPL LOT 1 (216689.6 SQ FT)	4.9745	CITY OF EL PASO		AIRPORT	RD	EX-XV	\$	-
46141	E37899901301700	XV-C	13 EL PASO INTL AIRPORT TRS #8 RPL A LOT 9 (77272 SQ F	1.7739	CITY OF EL PASO	1748	HAWKINS	BLVD	EX-XV	\$	-
287638	M29899900600500	XV-C	6 MC RAE COMMERCIAL DISTRICT RPL LOT 2 (14038 SQ FT)	0.3223	CITY OF EL PASO				EX-XV	\$	-
412691	E37899900400340	XV-C	4 EL PASO INTL AIRPORT TRS RPL NLY PT OF 2 BEG 10.01	1.7651	CITY OF EL PASO	1820	AMERICAN DR		EX-XV	\$	-
358191	E378999015A0100	XV-R	15 EL PASO INTL AIRPORT TRS #11 LOT 1 (120253.32 SQ F	2.7606	CITY OF EL PASO	8601	STINSON	AVE	EX-XV	\$	-
269030	E37899900300100	XV-R	3 EL PASO INTL AIRPORT TRS RPL LOT 1 (33622 SQ FT)	0.7719	CITY OF EL PASO	6531	BOEING	DR	EX-XV	\$	-
251848	E378999016A0100	XV-C	16 EL PASO INTL AIRPORT TRS #11 LOT 1 (1030015.404 S	23.6459	CITY OF EL PASO		BOEING	DR	EX-XV	\$	-
179583	E378999002C8100	XV-C	2-C EL PASO INTL AIRPORT TRS RPL LOT 9 (53922 SQ FT)	1.2379	CITY OF EL PASO		BONANZA	ST	EX-XV	\$	-
154365	E378999015A0200	XV-C	15 EL PASO INTL AIRPORT TRS #11 LOT 2 (124149.45 SQ F	2.8501	CITY OF EL PASO		STINSON	AVE	EX-XV	\$	-
77878	E378999002C9100	XV-C	2-C EL PASO INTL AIRPORT TRS RPL 10 (EXC SLY 2.007 AC)	3.373	CITY OF EL PASO		CONTINENTAL	DR	EX-XV	\$	-
147990	X580999240A0101	XV-C	80 TSP 2 SEC 40 T & P SURV TR 1-A (15.414 AC)	15.414	CITY OF EL PASO				EX-XV	\$	-
149446	E37899900400300	XV-C	4 EL PASO INTL AIRPORT TRS RPL 1 & NLY 10.01 FT OF 2	3.5404	CITY OF EL PASO	6800	NORTHROP	RD	EX-XV	\$	-
122870	M29899900602000	XV-C	6 MC RAE COMMERCIAL DISTRICT RPL LOT 5	1.1103	CITY OF EL PASO		PONDING AREA		EX-XV	\$	-
85398	E378999001D0100	XV-C	1-D EL PASO INTL AIRPORT TRS RPL ALL OF BLK (370728 SQ	8.5107	CITY OF EL PASO	1867	TERMINAL		EX-XV	\$	-
364609	E378999001B2300	XV-C	1-B EL PASO INTL AIRPORT TRS RPL LOT 3 (33114.73 SQ FT	0.7602	CITY OF EL PASO	6400	CONVAIR	RD	EX-XV	\$	-
682723	E378999001C7350	XV-C	1-C EL PASO INTL AIRPORT TRS RPL PT OF 4 BEG 47.27 FT	1.4852	CITY OF EL PASO		DE HAVILLAND	DR	EX-XV	\$	-

Preliminary Project and Financing Plan, TIRZ #14



EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	GEO ID	STATE CODE	LEGAL DESCRIPTION	ACRES	OWNER NAME	ADDRESS	EXEMPTIONS	2020 Taxable Value
368302	A765999002C0448	XV-C	2 ASCARATE TR 4-A-26 (75.519 AC)	75.519	CITY OF EL PASO	6795	CONVAIR	\$
37249	E378999017A0100	XV-C	*PORTIONS OF* 17 EL PASO INTL AIRPORT TRS #11 LOT 1	33.5267	CITY OF EL PASO	1771	SHUTTLE COLUMBIA	\$
382653	E378999001C7300	XV-C	1-C EL PASO INTL AIRPORT TRS RPL 4 [EXC PT BEG 47.27 F	8.38	CITY OF EL PASO	2027	AIRWAY	\$
37428	A765999002B0301	XV-C	2 ASCARATE TR 3-B-1 (6.082 AC)	6.082	CITY OF EL PASO			\$
646439	E88799900000100	XV-C	EPIC CONRAC LOT 1	107.7643	CITY OF EL PASO	6701	CONVAIR	\$
124042	B85399900400100	XV-R	4 BUTTERFIELD TRAIL IND PK #1RPLD LOT 1 11.9260 AC	11.926	CITY OF EL PASO	10	LEIGH FISHER	\$
40797	B85399900401000	XV-C	4 BUTTERFIELD TRAIL IND PK #1RPLD LOT 2 (PONDING AREA)	2.309	CITY OF EL PASO		LEIGH FISHER	\$
85321	B85399900104000	XV-C	1 BUTTERFIELD TRAIL IND PK RPL A LOT 5 173385 SQ FT	3.9804	CITY OF EL PASO	7	LEIGH FISHER	\$
356687	B85399900800600	XV-C	8 BUTTERFIELD TRAIL IND PK 1 RPL B LOT 6 210035.68 SQ FT	4.8217	CITY OF EL PASO	11	LEIGH FISHER	\$
383186	B85399900800700	XV-C	8 BUTTERFIELD TRAIL IND PK #2 LOT 7 163481.71 SQ FT	3.753	CITY OF EL PASO	15	LEIGH FISHER	\$
334460	B85399900103000	XV-C	1 BUTTERFIELD TRAIL IND PK RPL A LOT 4 (156487.50 SQ F	3.5924	CITY OF EL PASO		ZANE GREY	\$
161478	B85399900800500	XV-C	8 BUTTERFIELD TRAIL IND PK RPL A LOT 5 165000 SQ FT	3.7879	CITY OF EL PASO	8	ZANE GREY	\$
192332	B85399900800800	XV-C	8 BUTTERFIELD TRAIL IND PK #2 LOT 8 165467.46 SQ FT	3.7986	CITY OF EL PASO	15	LEIGH FISHER	\$
327600	B85399900800900	XV-C	8 BUTTERFIELD TRAIL IND PK #2 LOT 9 173101.21 SQ FT	3.9739	CITY OF EL PASO	15	LEIGH FISHER	\$
215507	B85399900800400	XV-R	8 BUTTERFIELD TRAIL IND PK RPL A LOT 4 165000 SQ FT	3.7879	CITY OF EL PASO	8	ZANE GREY	\$
156694	B85399900900100	XV-C	9 BUTTERFIELD TRAIL IND PK #2 LOT 1 162061.03 SQ FT	3.7204	CITY OF EL PASO	12	LEIGH FISHER	\$
157326	B85399900102000	XV-C	1 BUTTERFIELD TRAIL IND PK RPL A LOT 3 (156488 SQ FT)	3.5925	CITY OF EL PASO	7	ZANE GREY	\$
344886	B85399900801000	XV-C	8 BUTTERFIELD TRAIL IND PK #2 LOT 10 125345.09 SQ F	2.8775	CITY OF EL PASO	15	LEIGH FISHER	\$
54701	B85399900900200	XV-C	9 BUTTERFIELD TRAIL IND PK #2 LOT 2 145061.07 SQ FT	3.3301	CITY OF EL PASO	12	LEIGH FISHER	\$
101708	B85399900101700	XV-C	1 BUTTERFIELD TRAIL IND PK RPL A LOT 2-C (157451 SQ FT	3.6146	CITY OF EL PASO		ZANE GREY	\$
388656	B85399900800300	XV-C	8 BUTTERFIELD TRAIL IND PK RPL A LOT 3 165000 SQ FT	3.7879	CITY OF EL PASO	10	ZANE GREY	\$
164563	B85399901101000	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 10 154282.69 SQ F	3.5418	CITY OF EL PASO		BUTTERFIELD TRAIL	\$
217675	B85399901101100	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 11 137684.68 SQ F	3.1608	CITY OF EL PASO		BUTTERFIELD TRAIL	\$
213046	B85399900801100	XV-C	8 BUTTERFIELD TRAIL IND PK #2 LOT 11 112848.71 SQ F	2.5906	CITY OF EL PASO		LEIGH FISHER	\$
113850	B85399901100900	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 9 120000 SQ FT	2.7548	CITY OF EL PASO	45	BUTTERFIELD TRAIL	\$
379013	B85399900900300	XV-C	9 BUTTERFIELD TRAIL IND PK #2 LOT 3 117564.42 SQ FT	2.6989	CITY OF EL PASO	20	BUTTERFIELD TRAIL	\$
333901	B85399900801200	XV-C	8 BUTTERFIELD TRAIL IND PK #2 LOT 12 83850 SQ FT	1.9249	CITY OF EL PASO	19	LEIGH FISHER	\$
212137	B85399901101200	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 12 124137.29 SQ F	2.8498	CITY OF EL PASO	20	BUTTERFIELD TRAIL	\$
195682	B85399900800200	XV-C	8 BUTTERFIELD TRAIL IND PK RPL A LOT 2 (165000 SQ FT)	3.7879	CITY OF EL PASO	12	ZANE GREY	\$
290729	B85399900101600	XV-C	1 BUTTERFIELD TRAIL IND PK RPL A LOT 2-B (157451 SQ FT	3.6146	CITY OF EL PASO		ZANE GREY	\$
350942	B85399901100800	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 8 120000 SQ FT	2.7548	CITY OF EL PASO	43	BUTTERFIELD TRAIL	\$
174576	B85399900900400	XV-C	9 BUTTERFIELD TRAIL IND PK #2 LOT 4 111516 SQ FT	2.5601	CITY OF EL PASO	20	BUTTERFIELD TRAIL	\$
210360	B85399901000400	XV-C	10 BUTTERFIELD TRAIL IND PK #2 LOT 4 151179.89 SQ FT	3.4706	CITY OF EL PASO	42	BUTTERFIELD TRAIL	\$
402743	B85399900801300	XV-C	8 BUTTERFIELD TRAIL IND PK #2 LOT 13 113375 SQ FT	2.5568	CITY OF EL PASO	19	LEIGH FISHER	\$
204158	B85399901101300	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 13 98761.31 SQ FT	2.2672	CITY OF EL PASO	20	BUTTERFIELD TRAIL	\$
75020	B85399901100700	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 7 (211798 SQ FT)	4.8622	CITY OF EL PASO	43	BUTTERFIELD CIR	\$
100509	B85399900101000	XV-C	1 BUTTERFIELD TRAIL IND PK RPL A LOT 2 (165854 SQ FT)	3.8075	CITY OF EL PASO	4	BUTTERFIELD TRAIL	\$
315243	B85399900100100	XV-C	1 BUTTERFIELD TRAIL IND PK RPL A LOT 1 (217466 SQ FT)	49.9189	CITY OF EL PASO	26	BUTTERFIELD TRAIL	\$
295643	B85399900800100	XV-R	8 BUTTERFIELD TRAIL IND PK RPL A LOT 1 179309.43 SQ FT	4.1164	CITY OF EL PASO	12	ZANE GREY	\$
385423	B85399901000300	XV-C	10 BUTTERFIELD TRAIL IND PK #2 LOT 3 88867 SQ FT	2.0401	CITY OF EL PASO	40	BUTTERFIELD TRAIL	\$



EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	GEO ID	STATE CODE	LEGAL DESCRIPTION	ACRES	OWNER NAME	ADDRESS	EXEMPTIONS	2020 Taxable Value
233988	885399901000200	XV-C	10 BUTTERFIELD TRAIL IND PK #2 LOT 2 80000 SQ FT	1.8365	CITY OF EL PASO	40	BUTTERFIELD TRAIL BLVD	\$ -
320184	885399901000100	XV-C	10 BUTTERFIELD TRAIL IND PK #2 LOT 1 79737.50 SQ FT	1.8305	CITY OF EL PASO		BUTTERFIELD TRAIL BLVD	\$ -
334444	8853999008001400	XV-C	BLK 8 BUTTERFIELD TRAIL IND PK #2 RPL A LOT 14	2.9347	CITY OF EL PASO	19	LEIGH FISHER BLVD	\$ -
245583	885399901101400	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 14 98426.17 SQ FT	2.2596	CITY OF EL PASO	20	BUTTERFIELD TRAIL BLVD	\$ -
643445	885399900900500	XV-C	BLK 9 BUTTERFIELD TRAIL IND PK #2 RPL A LOT 5	2.838	CITY OF EL PASO	20	BUTTERFIELD TRAIL BLVD	\$ -
87501	885399901100600	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 6 185377.10 SQ FT	4.2557	CITY OF EL PASO	41	BUTTERFIELD TRAIL BLVD	\$ -
175602	885399900700600	XV-C	7 BUTTERFIELD TRAIL IND PK RPL A LOT 6 121452 SQ FT	2.7882	CITY OF EL PASO	16	ZANE GREY ST	\$ -
260782	885399900201600	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 6 179736.63 SQ FT	4.1262	CITY OF EL PASO	9	BUTTERFIELD TRAIL BLVD	\$ -
284167	885399900201500	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 5 179736.63 SQ FT	4.1262	CITY OF EL PASO	5	BUTTERFIELD TRAIL BLVD	\$ -
50770	885399900600500	XV-C	6 BUTTERFIELD TRAIL IND PK RPL A LOT 5 165630.42 SQ FT	3.8023	CITY OF EL PASO		AIRPORT RD	\$ -
257929	885399901100500	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 5 186715.09 SQ FT	4.2864	CITY OF EL PASO	41	BUTTERFIELD TRAIL BLVD	\$ -
179191	885399901100400	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 4 120428.03 SQ FT	2.7646	CITY OF EL PASO		BUTTERFIELD TRAIL BLVD	\$ -
413536	885399901100300	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 3 119763 SQ FT	2.7494	CITY OF EL PASO		BUTTERFIELD TRAIL BLVD	\$ -
205979	885399901100200	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 2 119763 SQ FT	2.7494	CITY OF EL PASO		BUTTERFIELD TRAIL BLVD	\$ -
223899	885399901100100	XV-R	11 BUTTERFIELD TRAIL IND PK #2 LOT 1 119763 SQ FT	2.7494	CITY OF EL PASO	25	BUTTERFIELD TRAIL BLVD	\$ -
643446	885399901200100	XV-C	BLK 12 BUTTERFIELD TRAIL IND PK #2 RPL A LOT 1	3.3267	CITY OF EL PASO	21	BUTTERFIELD TRAIL BLVD	\$ -
41106	885399900700500	XV-C	7 BUTTERFIELD TRAIL IND PK RPL A LOT 5 135000 SQ FT	3.0992	CITY OF EL PASO	16	ZANE GREY ST	\$ -
20930	885399900201700	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 7 150000 SQ FT	3.4435	CITY OF EL PASO		ZANE GREY ST	\$ -
348357	885399900201400	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 4 150000 SQ FT	3.4435	CITY OF EL PASO		BUTTERFIELD TRAIL BLVD	\$ -
313047	885399900600400	XV-C	6 BUTTERFIELD TRAIL IND PK RPL A LOT 4 145772 SQ FT	3.3465	CITY OF EL PASO	7010	AIRPORT RD	\$ -
291362	885399900700400	XV-C	7 BUTTERFIELD TRAIL IND PK RPL A LOT 4 135000 SQ FT	3.0992	CITY OF EL PASO	16	ZANE GREY ST	\$ -
348185	885399901200800	XV-C	12 BUTTERFIELD TRAIL IND PK #3 LOT 8 26.2690 ACRES	26.269	CITY OF EL PASO	34	SPUR DR	\$ -
325906	885399901200700	XV-C	12 BUTTERFIELD TRAIL IND PK #3 LOT 7 132388.50 SQ FT	3.0392	CITY OF EL PASO	28	SPUR DR	\$ -
246763	885399901200600	XV-C	12 BUTTERFIELD TRAIL IND PK #3 LOT 6 125906.50 SQ FT	2.8904	CITY OF EL PASO	26	SPUR DR	\$ -
221172	885399901200500	XV-C	12 BUTTERFIELD TRAIL IND PK #3 LOT 5 125906.50 SQ FT	2.8904	CITY OF EL PASO	24	SPUR DR	\$ -
245665	885399901200400	XV-C	12 BUTTERFIELD TRAIL IND PK #3 LOT 4 125906.50 SQ FT	2.8904	CITY OF EL PASO	24	SPUR DR	\$ -
348584	885399901200300	XV-C	12 BUTTERFIELD TRAIL IND PK #3 LOT 3 92112.63 SQ FT	2.1146	CITY OF EL PASO	22	SPUR DR	\$ -
194679	885399901200200	XV-C	12 BUTTERFIELD TRAIL IND PK #3 LOT 2 217297.01 SQ FT	4.9885	CITY OF EL PASO		SPUR DR	\$ -
88464	885399900201800	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 8 150000 SQ FT	3.4435	CITY OF EL PASO	21	ZANE GREY ST	\$ -
303353	885399900201300	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 3 150000 SQ FT	3.4435	CITY OF EL PASO	20	CONCORD ST	\$ -
215546	885399900600300	XV-R	6 BUTTERFIELD TRAIL IND PK RPL A LOT 3 145095 SQ FT	3.3309	CITY OF EL PASO		AIRPORT RD	\$ -
207621	X58099822700200	XV-C	80 TSP 2 SEC 27 T & P SURV (72.1611 AC)	72.1611	CITY OF EL PASO			\$ -
398952	885399900700900	XV-C	7 BUTTERFIELD TRAIL IND PK #2 LOT 9 109200 SQ FT	2.5069	CITY OF EL PASO	21	LEIGH FISHER BLVD	\$ -
336121	885399900700300	XV-C	7 BUTTERFIELD TRAIL IND PK RPL A LOT 3 135000 SQ FT	3.0992	CITY OF EL PASO	20	ZANE GREY ST	\$ -
44504	885399900201900	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 9 150000 SQ FT	3.4435	CITY OF EL PASO	21	ZANE GREY ST	\$ -
23256	885399900201000	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 2 150000 SQ FT	3.4435	CITY OF EL PASO		FOUNDERS BLVD	\$ -
192610	885399900701000	XV-C	7 BUTTERFIELD TRAIL IND PK #2 LOT 10 109200 SQ FT	2.5069	CITY OF EL PASO		LEIGH FISHER BLVD	\$ -
406123	885399900700200	XV-C	7 BUTTERFIELD TRAIL IND PK RPL A LOT 2 135000 SQ FT	3.0992	CITY OF EL PASO	24	ZANE GREY ST	\$ -
37415	885399900600200	XV-C	6 BUTTERFIELD TRAIL IND PK RPL A LOT 2 144750 SQ FT	3.323	CITY OF EL PASO	7100	AIRPORT RD	\$ -
185876	885399901300600	XV-C	13 BUTTERFIELD TRAIL IND PK #3 LOT 6 137737.11 SQ FT	3.162	CITY OF EL PASO	27	SPUR DR	\$ -

TIRZ 14 Creation Ordinance  
FME



EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	GEO ID	STATE CODE	LEGAL DESCRIPTION	ACRES	OWNER NAME	ADDRESS	EXEMPTIONS	2020 Taxable Value
2566125	885399901300500	XV-C	13 BUTTERFIELD TRAIL IND PK #2 LOT 5 124000 SQ FT	2.8466	CITY OF EL PASO	27 SPUR	DR	\$ -
278333	885399901300400	XV-C	13 BUTTERFIELD TRAIL IND PK #2 LOT 4 124000 SQ FT	2.8466	CITY OF EL PASO	25 SPUR	DR	\$ -
2855191	885399901300300	XV-C	13 BUTTERFIELD TRAIL IND PK #2 LOT 3 124000 SQ FT	2.8466	CITY OF EL PASO	25 SPUR	DR	\$ -
371228	885399901300200	XV-C	13 BUTTERFIELD TRAIL IND PK #2 LOT 2 124000 SQ FT	2.8466	CITY OF EL PASO	23 SPUR	DR	\$ -
172015	885399901300100	XV-C	13 BUTTERFIELD TRAIL IND PK #2 LOT 1 129627.57 SQ FT	2.9758	CITY OF EL PASO	23 SPUR	DR	\$ -
257196	88539990200100	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 1 177021.63 SQ FT	4.0638	CITY OF EL PASO	FOUNDERS	BLVD	\$ -
236570	88539990600100	XV-C	6 BUTTERFIELD TRAIL IND PK RPL A LOT 1 169937.69 SQ FT	3.9012	CITY OF EL PASO	AIRPORT	RD	\$ -
375306	885499900200100	XV-C	2 BUTTERFIELD TRAIL IND PK #2 1 EXC NLY PT (30.2642	30.2642	CITY OF EL PASO	GLOBAL REACH	DR	\$ -
232673	885399900701100	XV-C	7 BUTTERFIELD TRAIL IND PK RPL A LOT 11 141563.50 SQ F	3.2498	CITY OF EL PASO	FOUNDERS	BLVD	\$ -
78162	885399901500100	XV-C	15 BUTTERFIELD TRAIL IND PK #3 LOT 1 17.8467 ACRES	17.8467	CITY OF EL PASO	WALTER JONES	BLVD	\$ -
407007	885399901400200	XV-C	14 BUTTERFIELD TRAIL IND PK #3 LOT 2 14.2760 ACRES	14.276	CITY OF EL PASO	WALTER JONES	BLVD	\$ -
353949	885399901400100	XV-C	14 BUTTERFIELD TRAIL IND PK #3 LOT 1 14.2762 ACRES	14.2762	CITY OF EL PASO	WALTER JONES	BLVD	\$ -
375272	885399901300700	XV-C	13 BUTTERFIELD TRAIL IND PK #3 LOT 7 8.7064 ACRES	8.7064	CITY OF EL PASO	CELERITY WAGON ST	EX-XV	\$ -
176451	885399901300800	XV-C	13 BUTTERFIELD TRAIL IND PK #3 LOT 8 8.7034 ACRES	8.7034	CITY OF EL PASO	WALTER JONES	BLVD	\$ -
219551	885399900300800	XV-R	3 BUTTERFIELD TRAIL IND PK RPL A LOT 8 190326.30 SQ FT	4.3693	CITY OF EL PASO	FOUNDERS	BLVD	\$ -
603412	885499900200300	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 3	9.4691	PEOPLE OF THE STATE OF TEXAS	GLOBAL REACH	BLVD	\$ -
76273	88539990301000	XV-C	3 BUTTERFIELD TRAIL IND PK RPL C LOT 2 144204 SQ FT	3.3105	CITY OF EL PASO	FOUNDERS	BLVD	\$ -
336898	885399900300100	XV-C	3 BUTTERFIELD TRAIL IND PK RPL C LOT 1 (132858.00 SQ F	3.05	CITY OF EL PASO	AIRPORT	RD	\$ -
285624	885399900500100	XV-C	5 BUTTERFIELD TRAIL IND PK #3 LOT 1 11.9531 ACRES	11.9531	CITY OF EL PASO	WALTER JONES	BLVD	\$ -
371516	885399900305000	XV-C	3 BUTTERFIELD TRAIL IND PK RPL A LOT 6 6.3457 ACRES	6.3457	CITY OF EL PASO	FOUNDERS	BLVD	\$ -
390997	885399900304000	XV-C	3 BUTTERFIELD TRAIL IND PK RPL A LOT 5 193793 SQ FT	4.4489	CITY OF EL PASO	FOUNDERS	BLVD	\$ -
25114	885399900303000	XV-R	3 BUTTERFIELD TRAIL IND PK RPL A LOT 4 197200 SQ FT	4.5271	CITY OF EL PASO	FOUNDERS	BLVD	\$ -
396500	885399900302000	XV-C	3 BUTTERFIELD TRAIL IND PK RPL A LOT 3 197200 SQ FT	4.5271	CITY OF EL PASO	FOUNDERS	BLVD	\$ -
603417	885499900200800	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 8	10.538	PEOPLE OF THE STATE OF TEXAS	GUADALUPE PASS	DR	\$ -
393448	885399900301500	XV-C	3 BUTTERFIELD TRAIL IND PK RPL C LOT 2-A (PONDING AREA	1.3774	CITY OF EL PASO	FOUNDERS	BLVD	\$ -
190350	885399900300500	XV-C	3 BUTTERFIELD TRAIL IND PK RPL C LOT 1-A 56003 SQ FT	1.2857	CITY OF EL PASO	AIRPORT	RD	\$ -
603418	885499900200900	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 9	10.0088	PEOPLE OF THE STATE OF TEXAS	GUADALUPE PASS	DR	\$ -
603413	885499900200400	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 4	9.6578	PEOPLE OF THE STATE OF TEXAS	GLOBAL REACH	BLVD	\$ -
603421	885499900201200	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 12	10.0207	PEOPLE OF THE STATE OF TEXAS	PICACHO PASS	DR	\$ -
603416	885499900200700	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 7	9.687	PEOPLE OF THE STATE OF TEXAS	PICACHO PASS	DR	\$ -
603422	885499900201300	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 13	10.5685	PEOPLE OF THE STATE OF TEXAS	PICACHO PASS	DR	\$ -
603419	885499900201000	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 10	9.4913	PEOPLE OF THE STATE OF TEXAS	GUADALUPE PASS	DR	\$ -
603415	885499900200600	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 6	9.7996	PEOPLE OF THE STATE OF TEXAS	GUADALUPE PASS	DR	\$ -
603420	885499900201100	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 11	9.4913	PEOPLE OF THE STATE OF TEXAS	PICACHO PASS	DR	\$ -
603423	885499900201400	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 14	9.5378	PEOPLE OF THE STATE OF TEXAS	PICACHO PASS	DR	\$ -
603446	885499900300200	XV-C	BLK 3 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 2	7.5319	PEOPLE OF THE STATE OF TEXAS	GUADALUPE PASS	DR	\$ -
273869	X58099927200100	XV-C	80 TSP 2 SEC 27 T & P SURV (310.7219 AC)	310.7219	CITY OF EL PASO			\$ -
603445	885499900300100	XV-C	BLK 3 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 1	7.4602	PEOPLE OF THE STATE OF TEXAS	PICACHO PASS	DR	\$ -
603424	885499900201500	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 15	11.1521	PEOPLE OF THE STATE OF TEXAS	PICACHO PASS	DR	\$ -
309421	885299900100100	XV-C	1 BUTTERFIELD TRAIL AVIATION PK LOT 1 (436.299 AC)	436.299	CITY OF EL PASO	GEORGE PERRY	DR	\$ -

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683217	X58099922100150	XV-C	80 TSP 2 SEC 21 T & P SURV (61.8876 AC)	61.8876	CITY OF EL PASO	LIBERTY	EX-XV	\$ -
686554	X58000022300100	XV-C	80 TSP 2 SEC 23 T & P SURV (256.7178 AC)	256.7178	CITY OF EL PASO		EX-XV	\$ -
6811986	X37899901100311	XV-C	11 EL PASO INTL AIRPORT TRS RPL NLY 181.00 FT OF 2 TO 4	1.6205	CITY OF EL PASO	BOEING	EX-XV	\$ -
679610	X85399901400300	XV-C	14 BUTTERFIELD TRAIL IND PK #3 LOT 3 14.2762 ACRES	14.2762	CITY OF EL PASO	WALTER JONES	EX-XV	\$ -
678328	X37899900100210	XV-C	1-C EL PASO INTL AIRPORT TRS RPL LOT 3 (62772.94 SQ FT)	1.441	CITY OF EL PASO	CONVAIR	EX-XV	\$ -
675894	X8539990070100	XV-C	BLK 7 BUTTERFIELD TRAIL INDUSTRIAL PARK #1 REPLAT F LOT	3.04	CITY OF EL PASO	ZANE GRAY	EX-XV	\$ -
675892	X853999002F1000	XV-C	BLK 2 BUTTERFIELD TRAIL INDUSTRIAL PARK #1 REPLAT F LOT	4.0755	CITY OF EL PASO	FOUNDERS	EX-XV	\$ -
675899	X85399901380900	XV-C	BLK 13 BUTTERFIELD TRAIL INDUSTRIAL PARK #3 REPLAT B LO	10.3379	CITY OF EL PASO	LEIGH FISHER	EX-XV	\$ -
675893	X853999003F0700	XV-C	BLK 3 BUTTERFIELD TRAIL INDUSTRIAL PARK #1 REPLAT F LOT	4.755	CITY OF EL PASO	FOUNDERS	EX-XV	\$ -
675898	X853999003B0900	XV-C	BLK 3 BUTTERFIELD TRAIL INDUSTRIAL PARK #3 REPLAT B LOT	6.2728	CITY OF EL PASO	FOUNDERS	EX-XV	\$ -
678368	X378999001B2250	XV-C	1-B EL PASO INTL AIRPORT TRS RPL LOT 2 (33114.15 SQ FT)	0.7602	CITY OF EL PASO	DE HAVILLAND	EX-XV	\$ -
678387	X378999001B0125	XV-C	1-B EL PASO INTL AIRPORT TRS RPL LOT 1 (33114.00 SQ FT)	0.7602	CITY OF EL PASO	CONVAIR	EX-XV	\$ -
679635	X378999001C3000	XV-C	1-C EL PASO INTL AIRPORT TRS RPL 3 & 3-A (128768.11 S	2.9561	CITY OF EL PASO	CONVAIR	EX-XV	\$ -
680434	X378999002B0500	XV-C	BLK 2-B EL PASO INTL AIRPORT TRS SE PT OF 4 (IRREG ON N	2.5778	CITY OF EL PASO	BOEING	EX-XV	\$ -
680432	X378999002B0300	XV-C	BLK 2-B EL PASO INTL AIRPORT TRS W PT OF 4 (323.29' ON	3.5002	CITY OF EL PASO	BOEING	EX-XV	\$ -
680431	X378999002B0200	XV-C	BLK 2-B EL PASO INTL AIRPORT TRS 3 & 5 & 7 & SW PTS OF	3.7003	CITY OF EL PASO	AIRPORT	EX-XV	\$ -
680430	X378999002B0100	XV-C	BLK 2-B EL PASO INTL AIRPORT TRS PT OF 1 & 2 & 6 (249.8	1.3077	CITY OF EL PASO	AIRPORT	EX-XV	\$ -
680433	X378999002B0400	XV-C	BLK 2-B EL PASO INTL AIRPORT TRS NE PT OF 4 (216.99' ON	1.651	CITY OF EL PASO	HILLER	EX-XV	\$ -
680488	X378999002A0260	XV-C	2-A EL PASO INTL AIRPORT TRS RPL 5 PT OF 2 & N PT OF	1.727	CITY OF EL PASO	HILLER	EX-XV	\$ -
680769	X378999001A0200	XV-C	1-A EL PASO INTL AIRPORT TRS LOT 2 (63087.95 SQ FT)	1.4483	CITY OF EL PASO	AIRPORT	EX-XV	\$ -
257914	X378999001A0100	XV-C	1-A EL PASO INTL AIRPORT TRS LOT 1 (248092.5 SQ FT	5.6954	CITY OF EL PASO	AIRWAY	EX-XV	\$ -
680787	X378999001A0300	XV-C	1-A EL PASO INTL AIRPORT TRS LOT 3 (61301.99 SQ FT)	1.4073	CITY OF EL PASO	AIRPORT	EX-XV	\$ -
680789	X378999001A0400	XV-C	1-A EL PASO INTL TRS LOT 4 (61127.75 SQ FT)	1.4033	CITY OF EL PASO	AIRPORT	EX-XV	\$ -
681350	X378999001900160	XV-C	19 EL PASO INTL AIRPORT TRS #10 LOT 1 (EXC SEC OF 1)	7.1981	CITY OF EL PASO	AIRWAY	EX-XV	\$ -
681413	X378999001900170	XV-C	19 EL PASO INTL AIRPORT TRS #10 SEC OF 1 (203.89 FT ON	3.5839	CITY OF EL PASO	BOEING	EX-XV	\$ -
681421	X37899900703500	XV-C	7 EL PASO INTL AIRPORT TRS RPL 5 & 6 (61564.16 SQ F	1.4133	CITY OF EL PASO	BOEING	EX-XV	\$ -
681050	X37899900804800	XV-C	8 EL PASO INTL AIRPORT TRS #1 N PT OF 9 (15823.50 SQ FT	0.3633	CITY OF EL PASO	BEECH	EX-XV	\$ -
681442	X37899900803001	XV-C	8 EL PASO INTL AIRPORT TRS RPL 1 & W 34' OF 2 (38848.1	0.8918	CITY OF EL PASO	BOEING	EX-XV	\$ -
681443	X37899900803201	XV-C	8 EL PASO INTL AIRPORT TRS RPL 3 & E 120' OF 2 (56307	1.2926	CITY OF EL PASO	BOEING	EX-XV	\$ -
681444	X37899900803301	XV-C	8 EL PASO INTL AIRPORT TRS RPL 4 TO 6 (94941.00 SQ FT	2.1795	CITY OF EL PASO	BOEING	EX-XV	\$ -
681445	X37899900803701	XV-C	8 EL PASO INTL AIRPORT TRS RPL 7 & 8 (63294.00 SQ FT)	1.453	CITY OF EL PASO	BOEING	EX-XV	\$ -
246568	X378999001301900	XV-C	13 EL PASO INTL AIRPORT TRS #8 RPL A 10 TO 12 (5.9	5.9652	CITY OF EL PASO	HAWKINS	EX-XV	\$ -
166506	X58099923400200	XV-C	80 TSP 2 SEC 34 T & P SURV (11.0744 AC)	11.0744	CITY OF EL PASO		EX-XV	\$ -
115900	X37899900306300	XV-C	3 EL PASO INTL AIRPORT TRS RPL 15 & N 1/2 OF 14 (462	1.0624	CITY OF EL PASO	CONTINENTAL	EX-XV	\$ -
162420	X37899900305800	XV-C	3 EL PASO INTL AIRPORT TRS RPL 10 & N 77 FT OF 9 (67280	1.5445	CITY OF EL PASO	BOEING	EX-XV	\$ -
698236	X37899902000200	XV-C	BLK 20 EL PASO INTL AIRPORT TRS #12 LOT 2	1.5747	CITY OF EL PASO	CONTINENTAL	EX-XV	\$ -
698237	X37899902000300	XV-C	BLK 20 EL PASO INTL AIRPORT TRS #12 LOT 3	0.8116	CITY OF EL PASO	CONTINENTAL	EX-XV	\$ -
698238	X37899902000400	XV-C	BLK 20 EL PASO INTL AIRPORT TRS #12 LOT 4	0.7672	CITY OF EL PASO	CONTINENTAL	EX-XV	\$ -
698235	X37899902000100	XV-C	BLK 20 EL PASO INTL AIRPORT TRS #12 LOT 1	0.3825	CITY OF EL PASO	CONTINENTAL	EX-XV	\$ -
305320	X58000022200000	XV-C	80 TSP 2 SEC 22 T & P SURV (21.8256 AC)	21.8256	UNITED STATES OF AMERICA (TR)		EX-XV	\$ -



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224519	X58000023500000	XV-R	80 TSP 2 SEC 35 T & P SURV (392.7308 AC)	392.7308	UNITED STATES OF AMERICA (TR)		EX-XV	\$ -
419361	B85499900100100	XV-C	1 BUTTERFIELD TR AVIATION PK #2 LOT 1 (41.9474 AC)	41.9474	CITY OF EL PASO		EX-XV	\$ -
8033414	B85499900200500	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 5	9.7435	PEOPLE OF THE STATE OF TEXAS	100 GLOBAL REACH	BLVD	\$ -
666552	X58000022600100	XV-C	80 TSP 2 SEC 26 T & P SURV (256.7178 AC)	256.7178	CITY OF EL PASO		EX-XV	\$ -
395694	X58099923506020	XV-C	80 TSP 2 SEC 35 T & P SURV (10.1072 AC)	10.1072	CITY OF EL PASO		EX-XV	\$ -
236806	X58099923506000	XV-C	80 TSP 2 SEC 35 T & P SURV (79.3305 AC)	79.3305	CITY OF EL PASO		EX-XV	\$ -
45332	X58099923400100	XV-C	80 TSP 2 SEC 34 T & P SURV (435.5143 AC)	435.5143	CITY OF EL PASO	GLOBAL REACH	EX-XV	\$ -
690940	B854999001C020A0	XV-C	BLK 1 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C LOT 2	8.1112	PEOPLE OF THE STATE OF TEXAS	10161 MONTANA	AVE	\$ -
143885	X58099923980245	XV-C	80 TSP 2 SEC 39 T & P SURV (14.5950 AC) OUT OF TR 2-A &	14.595	CITY OF EL PASO	GLOBAL REACH	DR	\$ -
704314	B854999002C0200	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C LOT 2	182.9905	CITY OF EL PASO	3600 GLOBAL REACH	DR	\$ -
704311	B854999001C0200	XV-C	BLK 1 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C LOT 2	211.6256	CITY OF EL PASO	10151 MONTANA	AVE	\$ -
704313	B854999001C0000	XV-C	BLK 1 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C (TXDO	2.3355	PEOPLE OF THE STATE OF TEXAS	MONTANA	AVE	\$ -
704315	B854999002C020A0	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C LOT 2	6.6477	CITY OF EL PASO	3604 GLOBAL REACH	DR	\$ -
704325	X58099923980255	XV-C	BLK 80 TSP 2 SEC 39 T & P SURV (19.1016 AC) OUT OF BUTT	19.1016	CITY OF EL PASO	GLOBAL REACH	DR	\$ -
214604	M79799900100150	C10	1 MORTON LEONARD REPLAT A E PT OF 1 BEG 149.09 FT N OF	0.0656	EL PASO ELECTRIC CO	CARNEGIE	AVE	\$ 2,320
259410	M63399900400200	F1	4 MONTANA INDUSTRIAL CENTER E 25 FT OF N 110 FT O	0.0631	CALCATERA JOSEPH III	MAYFLOWER		\$ 11,538
649651	M29899900600350	F1	6 MC RAE COMMERCIAL DISTRICT NEC OF 1 (45' ON N-I	0.0733	SPILLMAN ANDREW W			\$ 12,899
162838	M63399900701500	C10	7 MONTANA INDUSTRIAL CENTER E 100 FT OF LOT 4 126	0.2893	BURNS WARREN T & WARREN T JR	MATTOX	ST	\$ 30,713
123702	B85399900600150	F1	6 BUTTERFIELD TRAIL IND PK RPL A POSS INT IN WLY PT OF	1.1	KASCO VENTURES INC	7100 AIRPORT	RD	\$ 73,370
10705	M29899900100200	F1	1 MC RAE COMMERCIAL DISTRICT S PT OF 1 (181.3 FT ON N -	0.3202	NLPC LLC	3615 RUTHERGLEN	AVE	\$ 94,486
87377	M63399900200100	F1	2 MONTANA INDUSTRIAL CENTER N 65.41 FT OF W 125 F	0.1877	BRYAN NORMAN J & JOANNE	3626 BUCKNER	ST	\$ 97,280
365801	M29899900201700	F1	2 MC RAE COMMERCIAL DISTRICT W 49.3 FT OF 5 (9367	0.215	GARCIA'S MEAT COMPANY LLC	9600 CARNEGIE	AVE	\$ 113,020
371718	X58099924080165	F1	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-K (0.1326 AC)	0.1326	BOSWELL DONNA M	3727 BUCKNER		\$ 114,776
210221	M63399900200200	F1	2 MONTANA INDUSTRIAL CENTER S 63.00 FT OF N 128.4	0.1808	MARTINEZ SERGIO A & HERNANDEZ YOLANDA	3618 BUCKNER	ST	\$ 117,710
324487	M29899900201800	F1	2 MC RAE COMMERCIAL DISTRICT E 50.7 FT OF 5 (9633 SQ FT	0.2211	BRADHAM MARGARET	9602 CARNEGIE	AVE	\$ 119,255
41086	M29899900402000	F1	4 MC RAE COMMERCIAL DISTRICT E PT OF 1 (66.42 FT ON ST	0.1272	MICHAEL HUERTA & ASSOCIATES INC	9810 CARNEGIE	AVE	\$ 123,690
51322	M63399900200600	F1	2 MONTANA INDUSTRIAL CENTER S 100 FT OF 2 (21000 SQ FT)	0.4821	HIGH DESERT PROPERTIES LLC	3630 BUCKNER	ST	\$ 125,503
202138	I32699900100300	F1	1 INTER CITY INDUSTRIAL PARK WLY 65 FT OF 1 (6825 SQ FT	0.1567	9840 CARNEGIE AVE LLC	9840 CARNEGIE	AVE	\$ 132,680
139048	X58099924080170	F1	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-K-1 (0.1845 AC)	0.1845	SIMI AUTOMATIZATION COMPANY	9080 MAYFLOWER	AVE	\$ 139,210
386560	M29899900506900	F1	5 MC RAE COMMERCIAL DISTRICT 18 & N 125.66 FT OF 1	1.0534	SPITZER ELECTRICAL COMPANY	9729 CARNEGIE	AVE	\$ 152,093
182443	I32699900302100	F1	3 INTER CITY INDUSTRIAL PARK LOT 5 (24251 SQ FT)	0.5567	L'HEUREUX ARTHUR L	9933 CARNEGIE	AVE	\$ 152,192
84760	M29899900603000	F1	6 MC RAE COMMERCIAL DISTRICT RPL LOT 7 (14600 SQ FT)	0.3352	MIRAMONTES DIANA V	3625 MATTOX	ST	\$ 156,947
297519	M29899900202100	F1	2 MC RAE COMMERCIAL DISTRICT LOT 6 (19000 SQ FT)	0.4362	HARGROVE HOMES INC	9604 CARNEGIE	AVE	\$ 158,072
84281	X58099924080145	F1	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-E (0.25 AC)	0.25	ESCUERO JUAN & ADELA H	3709 BUCKNER	ST	\$ 160,000
355591	I32699900100100	F1	1 INTER CITY INDUSTRIAL PARK 1 EXC WLY 65 FT (8925 SQ F	0.2049	DURON EDGAR A	9844 CARNEGIE	AVE	\$ 161,552
284870	M29899900507300	F1	5 MC RAE COMMERCIAL DISTRICT S 200 FT OF 19 (20000 SQ F	0.4591	SPITZER ELECTRICAL COMPANY	9733 CARNEGIE	AVE	\$ 169,313
274374	M63399900203600	F1	2 MONTANA INDUSTRIAL CENTER NEC OF 8 (174.31 FT O	0.6271	JTC STORES LLC	3615 ADMIRAL	ST	\$ 175,645
363936	M29899900202500	F1	2 MC RAE COMMERCIAL DISTRICT LOT 7 (20350 SQ FT)	0.4672	REIBER DEAN C	9608 CARNEGIE	AVE	\$ 176,490
146832	I32699900302600	F1	3 INTER CITY INDUSTRIAL PARK LOT 6 (22100 SQ FT)	0.5073	GONZALEZ MANUEL H	10001 CARNEGIE	AVE	\$ 187,267
308885	M79799900105100	F1	1 MORTON LEONARD REPLAT A LOT 2 (21788 SQ FT)	0.5002	JOHNSTON MORTON L	9421 CARNEGIE	AVE	\$ 197,788

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200158	M63339900200300	F1	2 MONTANA INDUSTRIAL CENTER S 85 FT OF N 213.41 F	0.2439	MANCERRA JAIME & PATRICIA	3610	BUCKNER ST	\$ 200,856
292925	I32699900300600	F1	3 INTER CITY INDUSTRIAL PARK S 120 FT OF E 65 FT O	0.1791	PARTIDA PROPERTIES L P	9911	CARNEGIE AVE	\$ 201,188
332923	I32699900300410	F1	3 INTER CITY INDUSTRIAL PARK LOT 9 (15699 SQ FT)	0.3603	SCOTT ED	10025	CARNEGIE AVE	\$ 201,559
366026	M29899900202900	F1	2 MC RAE COMMERCIAL DISTRICT LOT 8 (20500 SQ FT)	0.4706	MAUPIN & HULSEY L L C	3611	MC RAE BLVD	\$ 208,440
163312	M63339900801500	F1	8 MONTANA INDUSTRIAL CENTER #5 4 EXC ELY 150 FT (146	0.3357	BH PARTNERSHIP	3706	MATTOX ST	\$ 210,831
16922	M29899900300300	F1	3 MC RAE COMMERCIAL DISTRICT LOT 2 (17100.00 SQ FT)	0.3926	BOURESAN ALI	9704	CARNEGIE AVE	\$ 222,560
44691	M63339900500100	F1	5 MONTANA INDUSTRIAL CENTER #1 NLY PT OF 1 (156.43 FT O	0.643	FANNON LLOYD H & PAMELA	3820	ADMIRAL ST	\$ 222,647
234258	M63339900200900	F1	2 MONTANA INDUSTRIAL CENTER N 100 FT OF 2 (21000 SQ FT)	0.4821	HIGH DESERT PROPERTIES LLC	3640	BUCKNER ST	\$ 223,118
671486	B85499900280250	C10	BLK 2 BUTTERFIELD TRL AVIATION PK #2 REPLAT B POSS INT	6.2863	EWM PI LLC	3640	GLOBAL REACH DR	\$ 225,785
77830	M63339900802000	F1	8 MONTANA INDUSTRIAL CENTER #5 ELY 20 FT OF 3 & ELY 150	0.4146	B-H PARTNERSHIP	9030	MAYFLOWER AVE	\$ 228,909
202040	M63339900202800	F1	2 MONTANA INDUSTRIAL CENTER N 93 FT OF 6 (11160 SQ FT)	0.2562	GARCIA RAFAEL	3717	ADMIRAL ST	\$ 249,323
309036	M29899900604500	F1	6 MC RAE COMMERCIAL DISTRICT RPL 10 & ELY PT OF 9 (1.9	0.2816	3MS & T PROPERTIES LLC	3637	MATTOX ST	\$ 250,890
247699	X58099924080156	F1	80 TSP 2 SEC 40 T & P SURV 1-D-1-G-1 (0.1581 AC) & 1-D-	0.3511	MARTINEZ CARLOS F	3815	BUCKNER ST	\$ 254,550
145946	X58099924080159	F1	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-G-1-A (0.3713 AC)	0.3713	PANKRATZ VIRGINIA	3815	BUCKNER ST	\$ 254,550
300571	M29899900604000	F1	6 MC RAE COMMERCIAL DISTRICT RPL 9 (EXC ELY PT) (17268	0.3964	3MS & T PROPERTIES LLC	3633	MATTOX ST	\$ 255,670
102209	M63339900002000	F1	MONTANA INDUSTRIAL CENTER N 80 FT OF 3 (17850 SQ FT)	0.4098	MULTI BIO SENSORS INC	3635	BUCKNER ST	\$ 256,488
351253	M63339900701000	F1	7 MONTANA INDUSTRIAL CENTER LOT 3 (20000.0 SQ FT)	0.4591	BURNS WARREN T & WARREN T JR	9021	MAYFLOWER AVE	\$ 259,000
312059	M29899900300500	F1	3 MC RAE COMMERCIAL DISTRICT 3 & WLY 25.04 FT OF 4	0.5018	RODELA NORMA	9708	CARNEGIE AVE	\$ 275,800
16036	M63339900010000	F1	MONTANA INDUSTRIAL CENTER PT OF 3 BEG 80 FT S OF NEC (1	0.8163	UNKNOWN OWNER	3633	BUCKNER ST	\$ 284,278
123392	M63339900801000	F1	8 MONTANA INDUSTRIAL CENTER #3 3 EXC ELY 20 FT (16690 S	0.3831	THE ARTHUR S HALL TESTAMENTARY TRUST	9020	MAYFLOWER AVE	\$ 290,000
69059	M29899900300900	F1	3 MC RAE COMMERCIAL DISTRICT 5 & 6 (34036 SQ FT)	0.7814	HUERTA MICHAEL	9720	CARNEGIE AVE	\$ 290,177
228456	M63339900202600	F1	2 MONTANA INDUSTRIAL CENTER #1 S 107 FT OF 6	0.5158	WILSON PROPERTY RENTALS LLC	3711	ADMIRAL ST	\$ 306,210
114699	M29899900506500	F1	5 MC RAE COMMERCIAL DISTRICT LOT 17 (34074 SQ FT)	0.7822	WILSON PROPERTY RENTALS LLC	9725	CARNEGIE AVE	\$ 310,000
371479	M29899900602500	F1	6 MC RAE COMMERCIAL DISTRICT RPL LOT 6	0.3994	GARY LIVING TRUST	3621	MATTOX ST	\$ 315,730
74675	M29899900201300	F1	2 MC RAE COMMERCIAL DISTRICT LOT 4 (19000 SQ FT)	0.4362	ITECH AUTOMATION SOLUTIONS INC	9512	CARNEGIE AVE	\$ 320,998
342707	M29899900603500	F1	6 MC RAE COMMERCIAL DISTRICT #2C RPL LOT 8 (15000 SQ FT	0.3444	STORY & SONS INVESTMENTS LLC	3629	MATTOX ST	\$ 324,050
67959	M29899900300100	F1	3 MC RAE COMMERCIAL DISTRICT LOT 1 (19000 SQ FT)	0.4362	BOURESAN ALI S	3616	MC RAE BLVD	\$ 326,000
86641	E37899900187300	F1	1-B EL PASO INTL AIRPORT TRS RPL IMPS ONLY ON 4 (OUT O	0	DOLLAR RENT CAR	6511	ALLEGHENY DR	\$ 336,132
376305	M63339900201300	F1	2 MONTANA INDUSTRIAL CENTER S 100 FT OF 3 (21000	0.4821	ATM RESOURCES LLC	3700	BUCKNER ST	\$ 339,607
109771	M63339900504000	F1	5 MONTANA INDUSTRIAL CENTER LOT 6 (26691 SQ FT)	0.6127	THOMPSON LEE JR	3800	SHELL AVE	\$ 340,811
298530	M63339900502000	F1	5 MONTANA INDUSTRIAL CENTER 2 & SLY PT OF 1 (48.9	1.2003	LEWIS SERGIO & IRENE	3800	ADMIRAL ST	\$ 341,045
333235	M29899900502100	F1	5 MC RAE COMMERCIAL DISTRICT LOT 6 (53743 SQ FT)	1.2338	I T O EL PASO INTERNATIONAL	9601	CARNEGIE AVE	\$ 343,064
306386	I32699900301100	F1	3 INTER CITY INDUSTRIAL PARK LOT 3 (28796 SQ FT)	0.6611	PARTIDA PROPERTIES L P	9917	CARNEGIE AVE	\$ 346,881
372060	X58099924080140	F1	80 TSP 2 SEC 40 T & P SURV TR 1-D-1 (0.50 AC)	0.5	FLOW REALTY SERVICES INC	3715	BUCKNER ST	\$ 355,000
163261	I32699900303100	F1	3 INTER CITY INDUSTRIAL PARK 7 & 8 (37999.00 SQ FT	0.8723	PICKENS-PLUMMER TRUST	10015	CARNEGIE AVE	\$ 376,205
258061	M79799900100100	F1	1 MORTON LEONARD REPLAT A 1 (EXCEPT)&SWPTOF1(14	2.2794	H & H DINERO TREE INC	9431	CARNEGIE AVE	\$ 377,371
350412	M63339900702000	F1	7 MONTANA INDUSTRIAL CENTER LOT 5 (42275.0 SQ FT)	0.9705	HUFFMAN LYMAN R III & LAURRAINE L	3816	MATTOX ST	\$ 382,303
106762	M29899900300700	F1	3 MC RAE COMMERCIAL DISTRICT 4 EXC WLY 25.04 FT (18448	0.4235	WILSON PROPERTY RENTALS LLC	9712	CARNEGIE AVE	\$ 383,166
117689	M63339900201400	F1	2 MONTANA INDUSTRIAL CENTER W 119.90 FT OF N 100 FT OF	0.2753	R & A CONSULTANTS CORP	3702	BUCKNER ST	\$ 383,490
289297	M63339900500500	F1	5 MONTANA INDUSTRIAL CENTER LOT 3 31488.00 SQ FT	0.7229	HUSLEY RENTAL LLC	9200	MAYFLOWER AVE	\$ 383,953

TIRZ 14 Creation Ordinance  
FME



EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

## APPENDIX A - TIRZ PARCELS

PROPERTY ID	GEO ID	STATE CODE	LEGAL DESCRIPTION	ACRES	OWNER NAME	ADDRESS	EXEMPTIONS	2020 Taxable Value
17985	M29899900301300	F1	3 MC RAE COMMERCIAL DISTRICT 7 & 8 (28808.00 SQ FT)	0.6613	METRO BUILDINGS LLC	9726	CARNEGIE AVE	\$ 387,973
313756	M63399900000150	F1	MONTANA INDUSTRIAL CENTER #3 1 (EXC WLY PT) & SLV T	1.0539	FAROKHIA MOHAMMED R	9029	MONTANA AVE	\$ 393,828
793	M63399900601100	F1	6 MONTANA INDUSTRIAL CENTER LOT 2 (29822.62 SQ FT)	0.6846	SARIEDDINE NABILE (CS)	9300	CARNEGIE AVE	\$ 416,500
40400	X58099924080150	F1	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-F (0.50 AC)	0.5	RIOS ALFREDO C	3721	BUCKNER ST	\$ 417,638
111528	M63399900202100	F1	2 MONTANA INDUSTRIAL CENTER E 150 FT OF 5 (30000 SQ FT)	0.6887	ASLM LTD	3723	ADMIRAL ST	\$ 418,270
363081	M29899900507700	F1	5 MC RAE COMMERCIAL DISTRICT LOT 20 (31900 SQ FT)	0.7323	ASKELSON BRAIN M & MCGUIRE COLLEEN A	9801	CARNEGIE AVE	\$ 422,220
368299	M63399900400400	F1	4 MONTANA INDUSTRIAL CENTER 3 EXC 5 64.76 FT (0.5	0.5739	SEGOVIA HOLDINGS LLC	3727	SHELL AVE	\$ 422,968
393962	X58099924080155	F1	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-G (0.7296 AC)	0.7296	PCM CAPITAL INVESTMENTS LLC	3815	BUCKNER ST	\$ 424,242
148357	X58099924080150	F1	80 TSP 2 SEC 40 T & P SURV 1-D-1-G-2 (0.5233 AC) & 0.21	0.7383	PCM CAPITAL INVESTMENTS LLC	3815	BUCKNER ST	\$ 424,242
57854	M29899900502900	F1	5 MC RAE COMMERCIAL DISTRICT LOT 8	1.1352	ROSALES JOE A & ROSE M	9609	CARNEGIE AVE	\$ 428,123
74677	M63399900400100	F1	4 MONTANA INDUSTRIAL CENTER 1 & 2 (EXC E 25 FT OF N 110	1.8613	J C & G D INVESTMENT CO INC	9201	EMPIRE AVE	\$ 430,070
106478	M63399900101100	F1	1 MONTANA INDUSTRIAL CENTER LOT 3 (42000 SQ FT)	0.9642	ECONO STORAGE I LLC	3801	ADMIRAL ST	\$ 436,618
129433	X32699900305100	F1	3 INTER CITY INDUSTRIAL PARK LOT 11 (24778 SQ FT)	0.5688	CHOW YOK-SEAM	10041	CARNEGIE AVE	\$ 441,029
141871	X580999240C0120	F1	80 TSP 2 SEC 40 T & P SURV TR 1-E-3-A (0.579 AC)	0.579	SUN ARMOUR LLC	3637	SHELL ST	\$ 445,458
341208	M29899900400100	F1	4 MC RAE COMMERCIAL DISTRICT 1 EXC E PT (13884 SQ FT)	0.3187	HUERTA MICHAEL	3616	DERICK RD	\$ 450,340
125554	X32699900304600	F1	3 INTER CITY INDUSTRIAL PARK LOT 10	0.3486	PESANT FAMILY LP	10033	CARNEGIE AVE	\$ 472,829
82160	M29899900502500	F1	5 MC RAE COMMERCIAL DISTRICT LOT 7 (51596 SQ FT)	1.1845	EL PASO INTL TRANSPORT ORGN	9605	CARNEGIE AVE	\$ 481,936
374693	M63399900800100	F1	8 MONTANA INDUSTRIAL CENTER #5 LOT 1	0.4715	WILLIS JOHN J III	3716	MATTOX ST	\$ 510,816
289860	X32699900301600	F1	3 INTER CITY INDUSTRIAL PARK LOT 4 (26397 SQ FT)	0.606	THE WAYNE A & PATRICIA I MAY 2013 LIVING TR	9925	CARNEGIE AVE	\$ 527,782
167486	M79799900300100	F1	3 MORTON LEONARD 1 TO 3 (40664.45 SQ F	0.9335	PRISNA PROPERTIES LLC	9400	CARNEGIE AVE	\$ 533,460
167986	M29899900500100	J3	5 MC RAE COMMERCIAL DISTRICT 1 EXC (SW PT) & 2 TO	6.0713	EL PASO ELECTRIC CO	9505	CARNEGIE AVE	\$ 540,483
211359	M29899900600200	F1	6 MC RAE COMMERCIAL DISTRICT RPL 5 PT OF 1 BEG 200 FT	1.8612	ZEPEDA HECTOR	3701	MATTOX ST	\$ 549,760
397171	M63399900301000	F1	3 MONTANA INDUSTRIAL CENTER N 150.34 FT OF 1 (315	0.7243	SOLWEST LLC	9207	MONTANA AVE	\$ 568,090
195502	M63399900506000	F1	5 MONTANA INDUSTRIAL CENTER #1 9 & 10 (34904.00 SQ F	0.8013	SEGOVIA DISTRIBUTING INC	9301	CARNEGIE AVE	\$ 574,332
202521	M63399900000500	F1	MONTANA INDUSTRIAL CENTER 2 (EXC SLY TRIA) & WL	1.224	RIOS OLIVAS PROPERTIES LTD	3623	BUCKNER ST	\$ 595,224
57018	M29899900508100	F1	5 MC RAE COMMERCIAL DISTRICT LOT 21 (41900 SQ FT)	0.9619	ASKELSON BRAIN M & MCGUIRE COLLEEN A	9811	CARNEGIE AVE	\$ 618,173
353489	M63399900101600	F1	1 MONTANA INDUSTRIAL CENTER LOT 4 (43510 SQ FT)	0.9989	WILLIS JOHN J III	3819	ADMIRAL ST	\$ 633,650
317205	M29899900100100	F1	1 MC RAE COMMERCIAL DISTRICT N PT OF 1 (146.26 FT	0.4545	NLPC LLC	3615	RUTHERGLEN ST	\$ 638,196
346891	M63399900100100	F2	1 MONTANA INDUSTRIAL CENTER #1 1 & 2 (87663 SQ FT)	2.0125	THEODORE SINGER REVOCABLE TRUST	3800	BUCKNER ST	\$ 658,180
66573	M29899900200100	F1	2 MC RAE COMMERCIAL DISTRICT 1 TO 3	1.1305	PRESTIGIO PROPERTIES II LLC	3616	RUTHERGLEN ST	\$ 683,556
99302	M29899900601500	F1	6 MC RAE COMMERCIAL DISTRICT RPL 4 & 3 (EXC E 50 FT) &	1.08	3801 MATTOX LLC	3801	MATTOX ST	\$ 700,000
152543	X32699900300100	F1	3 INTER CITY INDUSTRIAL PARK 1 & 2 (EXC S 120 FT O	1.1637	PARTIDA PROPERTIES L P	9901	CARNEGIE AVE	\$ 720,081
398852	M79799900200100	F1	2 MORTON LEONARD 1 TO 3 (37633.49 SQ F	0.8639	RAMOS R FAMILY PARTNERS L P	9420	CARNEGIE AVE	\$ 750,000
196419	M63399900201600	F1	2 MONTANA INDUSTRIAL CENTER 4 & 90.10 FT OF N 100 FT	1.4465	FRANCIS PROPERTIES I LTD	9100	MAYFLOWER AVE	\$ 778,971
389895	M63399900700100	F1	7 MONTANA INDUSTRIAL CENTER 1 & 2 & W 206.1 FT OF	1.4952	ANREPA MANAGEMENT GROUP INC	3800	MATTOX ST	\$ 785,398
399546	M29899900504100	F1	5 MC RAE COMMERCIAL DISTRICT 11 & E 45 FT OF 10 (6	1.455	FIESTA REALTY INC	9701	CARNEGIE AVE	\$ 819,200
275244	M29899900503300	F1	5 MC RAE COMMERCIAL DISTRICT 9 & W 45 FT OF 10 198	1.5586	ROSALES JOE A	9613	CARNEGIE AVE	\$ 896,821
134711	M63399900800500	F1	8 MONTANA INDUSTRIAL CENTER #5 LOT 2	0.4591	JWILLIS HOLDINGS LLC	9010	MAYFLOWER AVE	\$ 901,000
162907	M29899900600300	F1	6 MC RAE COMMERCIAL DISTRICT N PT OF 1 (EXC NEC)	1.7163	TOMLIN PARTNERS LLC	3711	MATTOX ST	\$ 950,297
394102	M29899900504500	F1	5 MC RAE COMMERCIAL DISTRICT 12 TO 16 176105.97 SQ	4.0428	SHADOW BENZ INVESTMENTS LLC-SERIES CARR	9715	CARNEGIE AVE	\$ 1,157,050

TIRZ 14 Creation Ordinance  
FME



EXHIBIT C  
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

APPENDIX A - TIRZ PARCELS

PROPERTY ID	GEO ID	STATE CODE	LEGAL DESCRIPTION	ACRES	OWNER NAME	ADDRESS	EXEMPTIONS	2020 Taxable Value
161172	M79799900400100	F1	4 MORTON LEONARD REPLAT A LOT 1 (90450.63 SQ FT	2.0765	CARNEGIE BUSINESS PARK LLC	9401	CARNEGIE AVE	\$ 1,350,000
255276	M63399900503000	F1	5 MONTANA INDUSTRIAL CENTER 4 & 5 (97938 SQ FT)	2.2483	FRANCIS PROPERTIES LLTD	3733	SHELL AVE	\$ 1,350,000
2828008	X580999240A0115	F1	80 TSP 2 SEC 40 T & P SURV TR 1-B-3 (1.745 AC) & TR 1-D	2.1095	WARREN T INVESTMENTS INC	3700	MATTOX ST	\$ 1,565,146
389275	B85399900700810	F1	7 BUTTERFIELD TRAIL IND PK #2 IMPS & POSS INT IN 8 &	5.2581	SEALY SW PROPERTIES LP	21	LEIGH FISHER BLVD	\$ 2,106,390
161657	M63399900401100	F1	4 MONTANA INDUSTRIAL CENTER #4 4 & 5 64.76 FT OF 3 (58	1.3442	SEGOVIA JUAN M & CYNTHIA	3701	SHELL AVE	\$ 2,685,141

TIRZ 14 Creation Ordinance  
FME





Legislation Text

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**File #: 21-801, 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

Planning and Inspections, Armida R. Martinez, (915) 212-1605

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

An Ordinance renewing a Special Privilege License to the El Paso Electric Company, Owner, and El Paso Parking Inc., Lessee, to permit off-street parking within a portion of Rim Road right-of-way, by extending the term for another five years.

Subject Property: South of Rim Rd. and West of El Paso St.

Applicant: El Paso Parking Inc. NESV2020-00005



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 20, 2021

**PUBLIC HEARING DATE:** August 3, 2021

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Armida R. Martinez, (915) 212-1605

**DISTRICT(S) AFFECTED:** District 1

**STRATEGIC GOAL:** #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.1 Provide business friendly permitting and inspection processes  
3.2 Improve the visual impression of the community

**SUBJECT:**

An Ordinance renewing a Special Privilege License to the El Paso Electric Company, Owner and El Paso Parking Inc., Lessee, to permit off-street parking within a portion of Rim Road right-of-way, by extending the term for another five years.

Subject Property: South of Rim Rd. and West of El Paso St.

Applicant: El Paso Parking Inc. NESV2020-00005

**BACKGROUND / DISCUSSION:**

The renewal request will allow temporary use of a portion of public right-of-way along Rim Road for off-street parking. The parking area encroaches eight (8) feet onto the public right-of-way. The area of encroachment is located within two (2) parcels for a total of 6,800 square feet area of encroachment. This Special Privilege has been in effect since 1995.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES \_\_\_ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
Philip F. Etiwe, Planning and Inspections Director



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE RENEWING A SPECIAL PRIVILEGE LICENSE TO THE EL PASO ELECTRIC COMPANY, OWNER, AND EL PASO PARKING, INC. LESSEE, TO PERMIT OFF-STREET PARKING WITHIN A PORTION OF RIM ROAD RIGHT-OF-WAY, BY EXTENDING THE TERM FOR ANOTHER FIVE YEARS.**

**WHEREAS**, the El Paso City Council approved a Special Privilege License by Ordinance No. 012393 on March 16, 1995 as amended by Ordinance No. 016167 (hereinafter referred to as “the License”), which authorized El Paso Electric Company, (Owner), and El Paso Parking, Incorporated, (Lessee), (hereinafter referred to as “Grantees”), temporary use of a portion of public right-of-way more particularly a portion of Rim Road (hereinafter referred to as the (“License Area”) for off-street parking purposes; and

**WHEREAS**, Grantees have submitted written request to extend the grant of the special privilege license originally provided by Ordinance 012393, for an additional five (5) years to use this portion of public right-of-way; and

**WHEREAS**, the El Paso City Council finds that the grant of a Special Privilege extension, upon the terms and conditions hereinafter set forth, is not inconsistent with and will not unreasonably impair the public use of the right-of-way.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS:**

**SECTION 1. DESCRIPTION**

The City of El Paso (hereinafter called “City”) hereby grants a Special Privilege License Renewal (hereinafter called “License”) to The El Paso Electric Company, and El Paso Parking, Inc., (hereinafter referred to as the “Grantee”), to permit off-street parking. The area of encroachment is a total of 6,800 square feet within a portion of Rim Road right-of-way as shown in the survey, Exhibit “A,” which is made a part hereof for all purposes (hereinafter referred to as “License Area”).

**SECTION 2. LICENSE AREA**

The surface rights granted herein along portions of rights-of-way along Rim Road and legally described as City of El Paso, El Paso County, Texas, to permit the future maintenance, use and repair of the off-street parking area is more particularly shown in Exhibit “B,” which is made a part hereof for all purposes (hereinafter referred to as “License Area”).



### **SECTION 3. USE OF PROPERTY**

This License is granted solely for the surface encroachment onto City right-of-way to permit off-street parking within a portion of Rim Road. Grantee agrees to maintain the License Area in property working condition and in accordance with all applicable City specifications, which include restoration to allow and not impede the City's use of the right of way for pedestrian access.

Except for waiver of fees as provided herein, this Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at not cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City rights-of-way that impairs its function as a City right-of-way. Except for maintenance of the off-street parking area as provided herein, Grantee shall not construct any additional improvements, or make any addition or alterations on above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

### **SECTION 4. REGULATION OF CONSTRUCTION**

The work done by Grantee in installation, replacing, repairing, or maintaining the off-street parking area shall be subject to all applicable City, State, Federal requirements applicable to the maintenance and repair of the off-street parking area. Work done in connection with the repair and maintenance of the off-street parking area is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the off-street parking area installed hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.



Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property. Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power to remove or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

#### **SECTION 5. TERM**

This Special Privilege shall be for a term of five (5) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for one (1) additional five (5) year term upon the request of the Grantee and approval of the El Paso City Council. If Grantee wishes the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the renewal of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the City may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

#### **SECTION 6. WORK DONE BY OTHERS**

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any



curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area

#### **SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS**

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the off-street parking spaces, such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

#### **SECTION 8. CONSIDERATION**

As consideration for this Special Privilege, Grantee shall pay to the City TWO THOUSAND TWO HUNDRED TEN AND 00/100 DOLLARS (\$2,210.00) per year. The annual fee shall remain the same for a period of five years from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the off-street parking area, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall



be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

**ADVANCE PAYMENT OPTION:**

Grantee shall have the option of pre-paying the City the entire amount for the five (5) year term of the License, prior to the execution of this License. The five (5) year amount is equal to TEN THOUSAND FOUR HUNDRED TWENTY-FOUR AND 79/100 DOLLARS (\$10,424.79). Said (\$10,424.79 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire five (5) year term of the License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the 5-year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's off-street parking area required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

**SECTION 9. INSURANCE**

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantee's insurance policies that are required by this License. Failure to maintain insurance shall be a material breach of this License and a basis for termination of this License by the City.

Grantee shall obtain and provide a general liability policy with a one million-dollar (\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum one million-dollar (\$1,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.



Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy or certificate of insurance with Financial Services Department and the Planning and Inspections Department. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

#### **SECTION 10. INDEMNITY**

**As a condition of this License, Grantee shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from and against any and all costs, claims, liens, damages, losses, expenses (including but not limited to attorneys' fees and costs), fees, fines, penalties, proceedings, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death or property damage, arising out of, resulting from or related to the Grantee's activities under this License, including any act or omission by the Grantee, the Grantee's agents, employees or subcontractors, all, without, however, waiving governmental immunity available to the City, hereafter, the "damages". This indemnification shall apply even where such damages described above involve the negligence or allegations of negligence on the part of the City, its officers, agents or employees.**

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient, and defend or cause to be defended on behalf of the City all suits for damages, even if groundless, false or fraudulent brought because of such damages. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys' fees and costs incurred by the City, including interest accruing to the date of payment by Grantee and premiums on any appeal bonds.



The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee's activities under this License. **The City will not be responsible for any loss of or damage to the Grantee's property from any cause.**

#### **SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT**

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the off-street parking area or a portion thereof or ceases to use the off-street parking area for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the effective date of this license of the off-street parking area, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

#### **SECTION 12. CANCELLATION**

Grantee shall have the option to terminate this License at any time upon giving the City written notice ninety (90) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after ninety (90) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within ninety (90) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice ninety (90) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve-month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's off-street parking area located in the License Area at no cost to the City.



Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

The City shall have the option to terminate this License at any time or assure that the property is maintained in good order throughout the term of the License upon written notice of ninety (90) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall be terminated, unless upon termination of this License, the City agrees to the sale of the land to the Grantee, which upon payment of a fair valuation therefore, the land shall be and become the property of the Grantee.

### **SECTION 13. RECORDS**

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the replacement, maintenance, and repair of the off-street parking area within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

### **SECTION 14. NOTICE**

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY: City of El Paso  
Attn: City Manager  
300 N. Campbell  
El Paso, Texas 79901

with copy to: City of El Paso  
ATTN: Planning and Inspections Department  
811 Texas Avenue  
El Paso, Texas 79901

with copy to: City of El Paso  
ATTN: Financial Services Department –  
Financial Accounting & Reporting  
300 N. Campbell  
El Paso, Texas 79901



GRANTEE: El Paso Electric Company  
100 North Stanton  
El Paso, Texas 79901

And: El Paso Parking Inc.  
ATTN: Laura Pople  
100 Stanton Suite 630  
El Paso, TX 79901

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

#### **SECTION 15. ASSIGNMENT**

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

#### **SECTION 16. LEASING OR DEDICATION OF FACILITIES**

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

#### **SECTION 17. ADMINISTRATION OF LICENSE**

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

#### **SECTION 18. NO PROPERTY RIGHTS**

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

#### **SECTION 19. LIENS AND ENCUMBRANCES**

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

#### **SECTION 20. RIGHT OF ENTRY AND INSPECTION**

The City's authorized representative shall have the right to enter upon the licensed area at all



reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

#### **SECTION 21. LAWS AND ORDINANCES**

Grantee shall comply with all statutes, laws, codes and ordinances applicable to Grantee's repair, renovation, alteration or use of the License Area.

#### **SECTION 22. ENTIRE AGREEMENT**

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by all parties.

#### **SECTION 23. SEVERABILITY**

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

#### **SECTION 24. LAWS GOVERNING/VENUE**

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

#### **SECTION 25. RESTRICTIONS AND RESERVATIONS**

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

#### **SECTION 26. EFFECTIVE DATE**

The effective date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.



(Signatures begin on following page)

**WITNESS THE FOLLOWING SIGNATURES AND SEALS**

**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

Wendi Vineyard  
Wendi Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

Philip F. Etiwe  
Philip F. Etiwe, Director  
Planning and Inspections Department

**ACCEPTANCE**

The above instrument, with all conditions thereof, is hereby accepted this 29<sup>th</sup> day  
of June, 2021.

**OWNER:**  
El Paso Electric Company

Denise Garcia

By: Denise Garcia as Supervisor - Land Management

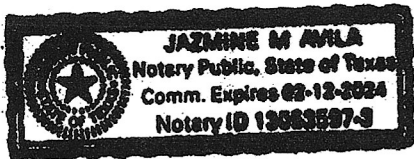


ACKNOWLEDGMENT

THE STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument is acknowledged before me on this 29th day of June, 2021, by  
Denise Garcia as Grantee.  
Supervisor-Land Management



Jazmine M. Avila  
Notary Public, State of Texas  
Jazmine M. Avila  
Notary's Printed or Typed Name  
2/12/24  
My Commission Expires

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 29 day  
of June, 2021.

GRANTEE:

El Paso Parking, Inc.

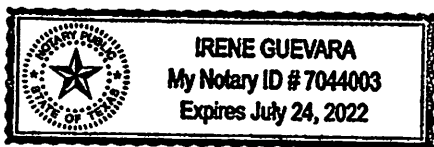
Laura Poptas  
By: Laura Poptas President



ACKNOWLEDGMENT

THE STATE OF TEXAS                    )  
  )  
COUNTY OF EL PASO                    )

This instrument is acknowledged before me on this 24<sup>TH</sup> day of JUNE, 2021, by LAURA POPE, as Grantee.



Irene Guevara  
Notary Public, State of Texas

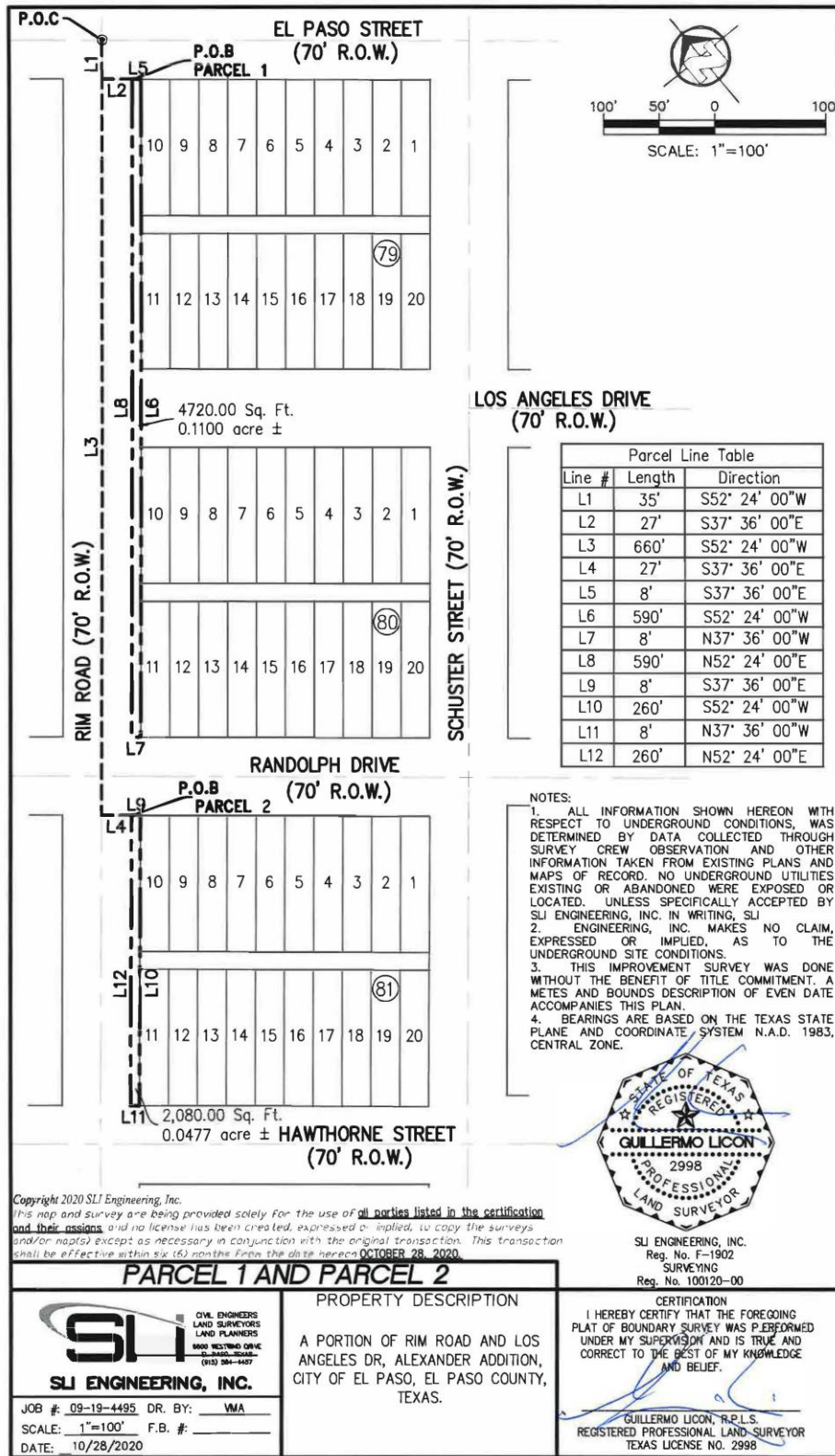
IRENE GUEVARA  
Notary's Printed or Typed Name

JULY 24 2022  
My Commission Expires

(Exhibits on following pages)





# EXHIBIT A



PAGE 1 OF 2



## EXHIBIT B

METES AND BOUNDS PARCEL 1		
<p>Property Description: An 0.1100 acre, more or less being a portion of Rim Road (70' public right-of-way) adjacent to Blocks 79 and 80, Alexander Addition, and a portion of Los Angeles Dr. (70' right-of-way), City of El Paso, El Paso County, Texas.</p> <p>Commencing at a city monument lying on the centerline intersection of Rim Road (70' public right-of-way) and El Paso Street (70' public right-of-way), Thence, South 52° 24' 00" West, with the centerline of Rim Road, a distance of 35.00' feet to a point; Thence, South 37° 36' 00" East, abandoning said centerline of Rim Road, a distance of 27.00 feet to a point for a boundary corner, said point being the TRUE POINT OF BEGINNING of this description:</p> <p>THENCE, South 37° 36' 00" East, a distance of 8.00 feet along the south right-of-way line of El Paso Street, to a point for a boundary corner;</p> <p>THENCE, South 52° 24' 00" West, a distance of 590.00 feet along the southeastern right-of-way line of Rim Road, to a point for a boundary corner;</p> <p>THENCE, North 37° 36' 00" West, a distance of 8.00 feet along the northwestern right-of-way line of Randolph Drive, to a point for a boundary corner;</p> <p>THENCE, North 52° 24' 00" East, a distance of 590.00 feet along the southeastern right-of-way line of Rim Road, to the TRUE POINT OF BEGINNING of this description.</p> <p>Said parcel of land containing 0.1100 acres (4,720.00 sq. ft.) of land, more or less.</p> <p>A PLOT OF BOUNDARY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.</p>		
METES AND BOUNDS PARCEL 2		
<p>Property Description: An 0.0477 acre, more or less being a portion of Rim Road (70' public right-of-way) adjacent to Block 81, Alexander Addition, City of El Paso, El Paso County, Texas.</p> <p>Commencing at a city monument lying on the centerline intersection of Rim Road (70' public right-of-way) and El Paso Street (70' public right-of-way), Thence, South 52° 24' 00" West, with the centerline of Rim Road, a distance of 695.00' feet to a point; Thence, South 37° 36' 00" East, abandoning said centerline of Rim Road, a distance of 27.00 feet to a point for a boundary corner, said point being the TRUE POINT OF BEGINNING of this description:</p> <p>THENCE, South 37° 36' 00" East, a distance of 8.00 feet along the south right-of-way line of Randolph Drive, to a point for a boundary corner;</p> <p>THENCE, South 52° 24' 00" West, a distance of 260.00 feet along the southeastern right-of-way line of Rim Road, to a point for a boundary corner;</p> <p>THENCE, North 37° 36' 00" West, a distance of 8.00 feet along the northwestern right-of-way line of Hawthorne Street, to a point for a boundary corner;</p> <p>THENCE, North 52° 24' 00" East, a distance of 260.00 feet along the southeastern right-of-way line of Rim Road, to the TRUE POINT OF BEGINNING of this description.</p> <p>Said parcel of land containing 0.0477 acres (2,080.00 sq. ft.) of land, more or less.</p> <p>A PLOT OF BOUNDARY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.</p>		
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p><small>Copyright 2008 SLI Engineering, Inc. This map and survey are being provided solely for the use of all parties listed in the certification and their assigns, and no license has been created, expressed or implied, to copy the surveys (and/or maps) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon <b>OCTOBER 28, 2020</b>.</small></p> </div> <div style="width: 35%; text-align: center;">  <p>SLI ENGINEERING, INC. Reg. No. F-1502 SURVEYING Reg. No. 100120-00</p> </div> </div>		
METES AND BOUNDS		
 <p><b>SLI ENGINEERING, INC.</b> CIVIL ENGINEER LAND SURVEYORS LAND PLANNERS 1996 MEMBER STATE S. TEX. 2000 (915) 861-1457</p> <p>JOB #: 08-19-4495 DR. BY: VMA SCALE: N/A F.B. #: DATE: 10/28/2020</p>	<p style="text-align: center;">PROPERTY DESCRIPTION</p> <p>A PORTION OF RIM ROAD AND LOS ANGELES DR., ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.</p>	<p style="text-align: center;">CERTIFICATION</p> <p>I HEREBY CERTIFY THAT THE FOREGOING PLAT OF BOUNDARY SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.</p> <p style="text-align: center;">_____ GUILLERMO LICON, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS LICENSE NO. 2598</p>

PAGE 2 OF 2





Legislation Text

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**File #: 21-708, Version: 1**

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**District 2**

Capital Improvement, Sam Rodriguez, (915) 212-0065

Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

The linkage to the Strategic Plan is subsection 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner

**Award Summary:**

Discussion and action on the award of Solicitation 2021-1200 Liz Morayma Park Improvements to Horizone Construction I, Ltd. for an estimated award of \$1,153,900.14. This project consists of irrigation improvements that will connect to the existing irrigation system mainline. Additionally, there will be installation of 1 futsal court and 1 futsal/roller derby court, a new green sod area, a screening area, trees, shrubs, landscaping, and park amenities on new park area.

Department:	Capital Improvement
Award to:	Horizone Construction I, Ltd.
	El Paso, TX
Item(s):	Base Bid I, Additive Alternate I & Additive Alternate II
Initial Term:	330 Consecutive Calendar Days
Base Bid I:	\$1,103,000.00
Additive Alternate I:	\$7,671.92
Additive Alternate II:	\$43,228.22
Total Estimated Award:	\$1,153,900.14
Funding Source:	2019 Capital Plan
Account:	190-4745-38290-580270-PCP19PRK01
District:	2

This is a Low Bid procurement, unit price contract.

The Purchasing and Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Horizone Construction I, Ltd., the lowest responsive and responsible bidder.



It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget. [POSTPONED FROM 07-07-2021]



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 7, 2021  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer, (915) 212-1845  
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

**DISTRICT(S) AFFECTED:** 2

**STRATEGIC GOAL:** No. 4 – Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

**SUBGOAL:** 4.1 – Deliver bond projects impacting quality of life across the city in a timely efficient manner

**SUBJECT:**

Discussion and action on the award of solicitation 2021-1200 Liz Morayma Park Improvements to Horizone Construction I, Ltd. for an estimated award of \$1,153,900.14.

**BACKGROUND / DISCUSSION:**

The proposed project supports resident's quality of life with amenities for outdoor recreation. Liz Morayma Park will be expanded, with work consisting of irrigation improvements that will connect to the existing irrigation system mainline. Additionally, there will be installation of 1 futsal court and 1 futsal/roller derby court, a new green sod area, a screening area, trees, shrubs, landscaping, and park amenities on new park area.

**SELECTION SUMMARY:**

Solicitation was advertised on April 20, 2021 and April 27, 2021. The solicitation was posted on City website on April 20, 2021. The email (Purmail) notification was sent out on April 22, 2021. There were a total of ninety (90) viewers online; five (5) bids were received; all from local suppliers.

**CONTRACT VARIANCE:**

N/A

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$1,153,900.14  
Funding Source: 2019 Capital Plan  
Account: 190-4745-38290-580270-PCP19PRK01

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_ YES \_\_\_ NO**

**PRIMARY DEPARTMENT:** Capital Improvement

**SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Jerry DeMuro/for*

---

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer



**COUNCIL PROJECT FORM  
(Low Bid)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **JULY 7, 2021**.

**STRATEGIC GOAL 4 – Enhance El Paso’s Quality of Life through Recreational, Cultural and Educational Environments**

The linkage to the Strategic Plan is subsection 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner

**Award Summary:**

Discussion and action on the award of solicitation 2021-1200 Liz Morayma Park Improvements to Horizone Construction I, Ltd. for an estimated award of \$1,153,900.14. This project consists of irrigation improvements that will connect to the existing irrigation system mainline. Additionally, there will be installation of 1 futsal court and 1 futsal/roller derby court, a new green sod area, a screening area, trees, shrubs, landscaping, and park amenities on new park area.

Department:	Capital Improvement
Award to:	Horizone Construction I, Ltd. El Paso, TX
Item(s):	Base Bid I, Additive Alternate I & Additive Alternate II
Initial Term:	330 Consecutive Calendar Days
Base Bid I:	\$1,103,000.00
Additive Alternate I:	\$7,671.92
Additive Alternate II:	\$43,228.22
Total Estimated Award:	\$1,153,900.14
Funding Source:	2019 Capital Plan
Account:	190-4745-38290-580270-PCP19PRK01
District(s):	2

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Horizone Construction I, Ltd., the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.



2021-1200 Liz Morayma Park Improvements Bid Tab Summary				
Bidder	Base Bid I	Additive Alternate I	Additive Alternate II	Sum Total Base Bid I, Additive Alternate I and Additive Alternate II
Horizone Constructin I, Ltd.	\$1,103,000.00	\$7,671.92	\$43,228.22	\$1,153,900.14
Keystone GC, LLC	\$1,140,442.10	\$3,119.01	\$1,178,918.14	\$2,322,479.25
Allen Concrete, LLC	\$1,156,632.00	\$6,800.00	\$47,800.00	\$1,211,232.00
Black Stallion Contractors, Inc.	\$1,296,476.46	\$46,000.00	\$108,790.00	\$1,451,266.46
Martinez Bros Contractors, LLC	\$1,428,268.51	\$6,890.02	\$19,032.00	\$1,454,190.53





**CITY OF EL PASO  
BID TABULATION FORM**



<b>BID TITLE: Liz Morayma Park Improvements</b>					<b>BID NO: 2021-1200</b>
<b>BID DATE: May 19, 2021</b>					<b>DEPARTMENT: Capital Improvement</b>
	<b>Allen Concrete, LLC</b>  El Paso, TX BIDDER 1 of 5	<b>Black Stallion Contractors, Inc.</b>  El Paso, TX BIDDER 2 of 5	<b>Horizone Construction 1, Ltd</b>  El Paso, TX BIDDER 3 of 5	<b>Keystone GC, LLC</b>  El Paso, TX BIDDER 4 of 5	<b>Martinez Bros Contractors, LLC</b>  El Paso, TX BIDDER 5 of 5
<b>Base Bid I</b>	<b>\$1,156,632.00</b>	<b>\$1,296,476.46</b>	<b>\$1,103,000.00</b>	<b>\$1,140,442.10</b>	<b>\$1,428,268.51</b>
<b>Additive Alternate No.1</b>	<b>\$6,800.00</b>	<b>\$46,000.00</b>	<b>\$7,671.92</b>	<b>\$3,119.01</b>	<b>\$6,890.02</b>
<b>Additive Alternate No. 2</b>	<b>\$47,800.00</b>	<b>\$108,790.00</b>	<b>\$43,228.22</b>	<b>\$1,178,918.14</b>	<b>\$19,032.00</b>
<b>Amendments Acknowledged</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>Bid Bond Submitted</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>



2021-1200 Liz Morayma Park Improvements		
View List		
1	Acosta, German	Zayza Irrigation And
2	Allen, Miguel	Allen Concrete, Inc.
3	ALLEN, STEVE	SPARTAN CONSTRUCTION
4	Austin, Fork	Wayne Enterprises
5	Balai, Rakesh	i- Sourcing Technolo
6	Bid, Judge	BidJudge.com
7	Bjornsson, Ron	Smartprocure
8	Brayan, Chavarria	CMD Endeavors
9	Caballero, Luis	Caballero Electric C
10	Campos, Jesus	Keystone Contractors
11	Cardiel, Aaron	Smith And Aguirre Co
12	Cody, Brannon	Integrated Marketing
13	Colmenero, roberto	RC Enterprises Inc
14	Concha, David	CEA Group
15	Counts, Tim	Accent Landscape Con
16	Deg, Maria	Contractors Register
17	Diaz, Andrew	Perikin Enterprises
18	Dominguez, Adriana	Mirador Enterprises
19	Dominguez, Luis	Enotsyek
20	Drapes, Michael	MTI Ready Mix
21	Duffy, Brian	Brian Duffy And Asso
22	Erick, Osorio	ecoReach, Inc.
23	Espino, Ruben	IQP CANOPIES LLC
24	Exton, Pamela	Construction Journal
25	Figueroa, Joseph	Jordan Foster Constr
26	Gallegos, Mari	Abescape
27	Gaynor, Shabron	IMS
28	Gibson, Patty	construction Bid Sou
29	Gomez, Jaime	Steel specialties in
30	Gomez, Priscilla	American Pavement Pr
31	Gonzalez, Ruben	Lomeli and sons Land
32	Guardado, Carlos	Best Ironworks
33	Guillen, Francisco	Keystone GC, LLC.
34	Guillermo, Ovies	J.A.R
35	HARRISON, MIKE	DEL MAR CONTRACTING,
36	Hernandez, Cecilia	The PlanIt Room
37	Herrera, Sergio	Keystone GC LLC
38	Hessney, Steve	Bowen Industrial Con
39	Hudson, Brad	Direx Construction,
40	Jaramillo, Jorge	Fulcrum Contracting
41	Jesus, Mesta	Straight Edge Contra
42	Jones, Kim	Prime Vendor Inc.
43	Kyle, Bellomy	ConstructConnect
44	Loganathan, Jayalakshmi	Dodge Data And Analy
45	Lopez, Jose	Mirador



2021-1200 Liz Morayma Park Improvements View List		
46	Lopez, Rafael	Perikin Enterprises,
47	Lowrance, Gloria	Jobe Materials, L.P.
48	Luna, Hector	Black Stallion Contr
49	Lyndaker, Robert	Grand Slam Safety, L
50	Maldonado, Mariana	Horizone Constructio
51	Management, Source	Deltek
52	Martin, Mendivil	Rio Grande Lighting
53	Massie, Scott	DYNAMO PLAYGROUNDS
54	Mendivil, Michael	Rio Grande Lighting
55	Michael, Guillen	Keystone
56	mota, pablo	Martinez Brothers Co
57	Motta, Alejandro	Tri-State Electric,
58	Naranjo, Lizandro	Lizandro Naranjo
59	Olguin, Jeannette	Vitual Builders Exch
60	Oney, Hilary	CSA Constructors
61	Peggy, Koehn	Dodge Data
62	Ponto, Michelle	Natare Corporation
63	Ponzio, Ronnie	ced
64	Popenoe, Jeff	The PlayWell Group,
65	RAFAEL, ALONSO	Horizone constructio
66	Rey, Nohemi	Noble General Contra
67	Reyes, Carlos	Black stallion Contr
68	romero, ron	triple m recreation
69	Rugh, John	AMTEK
70	Ruiz, Erika	Vertex Contractors,
71	Sambrano, Michael	Gracen Eng. And Cons
72	Sanchez, Carlos	Hadwin
73	Shane, Coler	Aztec Contractors
74	Skertchly, Edgar	AAA General Contrato
75	Soto, Emily	Longhorn Electrical
76	Soto, Mauro	LAC Construction
77	Spencer, Sean	Heartland Park and R
78	Tanzy, Russell	Mesa electrical cont
79	Thompson, Brad	Capital Improvements
80	Trujillo, Will	Kelleybros
81	Undzis, Maureen	AM Signal, Inc.
82	Valdespino, Carlos	Roman Construction
83	weathers, wayne	Premier Sports Light
84	Williams, Mark	Barrier Fence LLC
85	Wood, Jane	Construction Reporte
86	Yahve, Gallegos	Star Pavers Construc
87	Banquil, Lovely	
88	Martinez, Jessica	
89	Watson, Frank	
90	Werthmann, Joseph	





# Liz Morayma Park Improvements

**Solicitation No:** 2021-1200

July 7, 2021

Strategic Plan Goal:

4) Enhance El Paso's Quality of Life Through Recreational, Cultural and Educational Environments





# Project Details



Location:	Liz Morayma Park – 4500 E. Yandell Dr.
District(s):	2
Total Budget:	\$1,473,080.00
Funding Source:	2019 Capital Plan





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# Project Details

- **Liz Morayma Park**
  - **Removal of existing south and west rock walls in order to expand park**
  - **Installation of 1 Futsal Court and 1 Futsal/Roller derby court**
  - **Exercise course with rubber surface**
  - **Concrete sidewalks connecting existing and new park expansion**
  - **Installation of park amenities, such as benches, trash receptacles, bike racks and other amenities**
  - **New grass area with landscape and irrigation system**
  - **New infrastructure for security cameras**
  - **Replacement of picnic tables and benches**





# Project Location – Liz Morayma Park





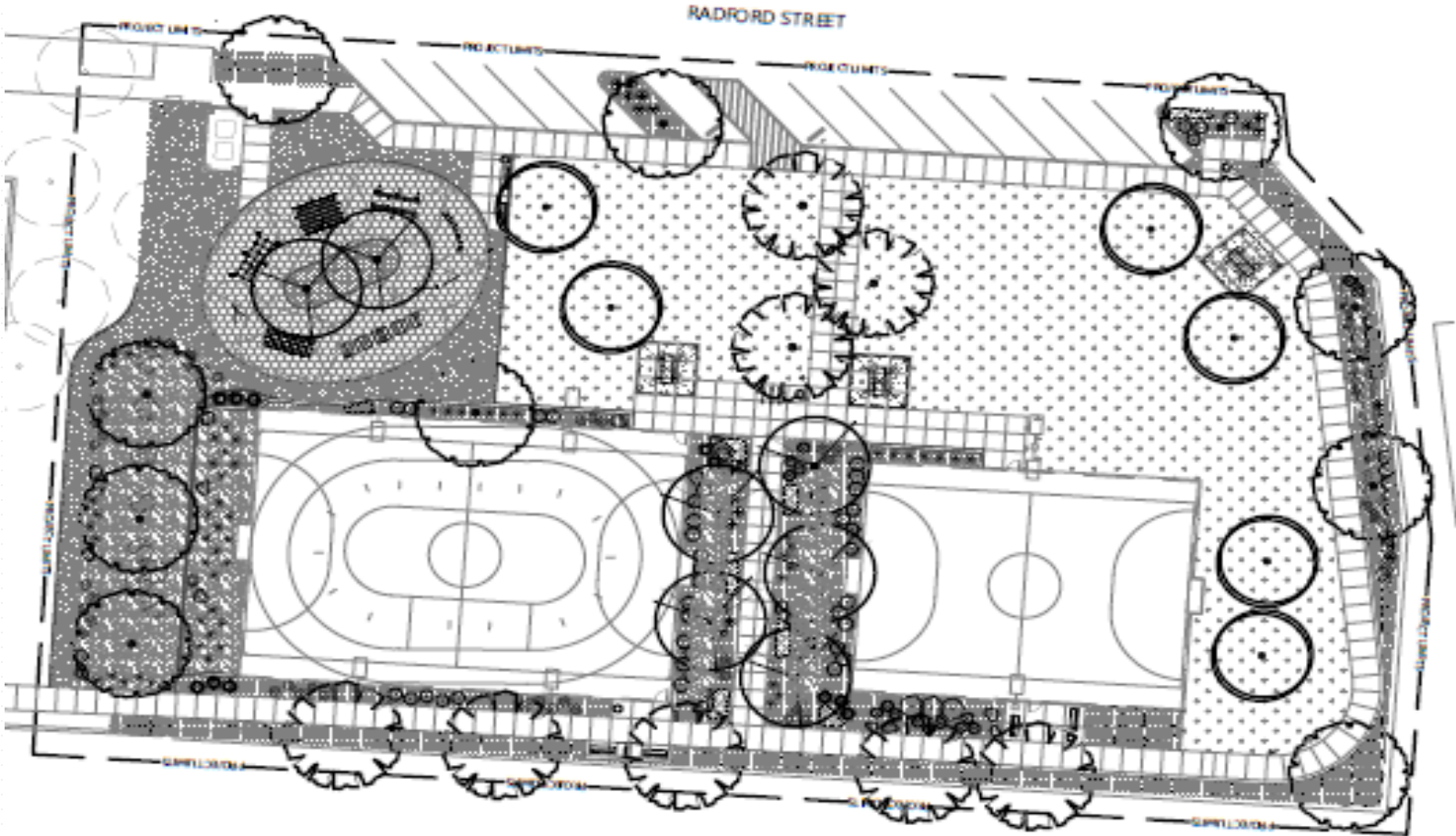
# Existing Conditions – Liz Morayma Park

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# Project Site Plan





# Procurement Summary

- **Procurement Method**
  - Solicitation advertised on April 20, 2021 and April 27, 2021
    - Five (5) firms submitted bids, all Five (5) are local vendors
  - Recommendation
    - To award the construction contract to Horizone Construction I, Ltd. in the amount of \$1,153,900.14
- **Construction Schedule**
  - Start: Summer 2021
  - End: Spring 2022





# Mission

Deliver exceptional services to support a high quality of life and place for our community



# Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople



# Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government







Legislation Text

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**File #: 21-783, 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.*

**Districts 2 and 4**

Capital Improvement Department, Sam Rodriguez, (915) 212-0065

Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

The linkage to the Strategic Plan is subsection 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

**Award Summary:**

Discussion and action on the award of Solicitation 2021-1206 Wainwright & North East Basin Park Improvements to MARTINEZ BROS. CONTRACTORS, LLC for an estimated award of \$752,605.97. The proposed project supports residents' quality of life with amenities for outdoor recreation. Wainwright Park will provide a new city park with a playground, walking trail, sports court, benches and trash receptacles. North East Basin Park will provide a 10-foot hike and bike trail between Cross St. and Deer Ave.; the trail will be supplemented with trees, benches and trash receptacles.

Department:	Capital Improvement
Award to:	MARTINEZ BROS. CONTRACTORS, LLC
	El Paso, TX
Item(s):	Base Bid I and Base Bid II
Initial Term:	180 Consecutive Calendar Days
Base Bid I:	\$515,881.19
Base Bid II:	\$236,724.78
Total Estimated Award:	\$752,605.97
Funding Source:	2012 Quality of Life Bond
Account:	190/4800/29010/580270/PCP13PRKA16 / PCP13PRKA30
District(s):	2 and 4

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MARTINEZ BROS. CONTRACTORS, LLC the lowest responsive and responsible bidder and that Roman



Construction Associated, LLC be deemed non-responsible due to being indebted to the City of El Paso.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 20, 2021  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer, (915) 212-1845  
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

**DISTRICT(S) AFFECTED:** 2 & 4

**STRATEGIC GOAL:** Strategic Goal No. 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

**SUBGOAL:** 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

**SUBJECT:**

Discussion and action on the award of solicitation 2021-1206 Wainwright & North East Basin Park Improvements to Martinez Bro. Contractors LLC for an estimated award of \$752,605.97.

**BACKGROUND/DISCUSSION:**

The proposed project supports residents' quality of life with amenities for outdoor recreation. Wainwright Park will provide a new city park with a playground, walking trail, sports court, benches and trash receptacles. North East Basin Park will provide a 10-foot hike and bike trail along Cross St. between Sun Valley Dr. and Deer Ave.; the trail will be supplemented with trees, benches and trash receptacles.

**SELECTION SUMMARY:**

Solicitation was advertised on April 27, 2021 and May 4, 2021. The solicitation was posted on City website on April 27, 2021. The email (Purmail) notification was sent out on April 29, 2021. There were a total eighty six (86) viewers online; five (5) bids were received; five (5) from local suppliers.

**CONTRACT VARIANCE:**

N/A

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$752,605.97

Funding Source: 2012 Quality of Life Bond

Account: 190/4800/29010/580220/PCP13PRKA16 /PCP13PRKA30

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  X  YES   NO**

**PRIMARY DEPARTMENT:** Capital Improvement

**SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Jerry DeMuro/for*

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Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer



**COUNCIL PROJECT FORM  
(Low Bid)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **July 20, 2021**.

**STRATEGIC GOAL 4 – Enhance El Paso’s Quality of Life through Recreational, Cultural and Educational Environments.**

The linkage to the Strategic Plan is subsection 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

**Award Summary:**

Discussion and action on the award of solicitation 2021-1206 Wainwright & North East Basin Park Improvements to MARTINEZ BROS. CONTRACTORS, LLC for an estimated award of \$752,605.97. The proposed project supports residents’ quality of life with amenities for outdoor recreation. Wainwright Park will provide a new city park with a playground, walking trail, sports court, benches and trash receptacles. North East Basin Park will provide a 10-foot hike and bike trail between Cross St. and Deer Ave.; the trail will be supplemented with trees, benches and trash receptacles.

Department:	Capital Improvement
Award to:	MARTINEZ BROS. CONTRACTORS, LLC El Paso, TX
Item(s):	Base Bid I and Base Bid II
Initial Term:	180 Consecutive Calendar Days
Base Bid I:	\$515,881.19
Base Bid II:	\$236,724.78
Total Estimated Award:	\$752,605.97
Funding Source:	2012 Quality of Life Bond
Account:	190/4800/29010/580270/PCP13PRKA16 /PCP13PRKA30
District(s):	2 and 4

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MARTINEZ BROS. CONTRACTORS, LLC the lowest responsive and responsible bidder and that Roman Construction Associated, LLC be deemed non-responsible due to being indebted to the City of El Paso.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.



**Bid Tab Summary**  
**2021-1206 Wainwright & North East Basin Park Improvements**  
**Bid Summary**

	Contractor	Base Bid I	Base Bid II	Total Amount
1	Roman Construction Associates LLC	\$493,248.45	\$154,926.12	\$648,174.57
2	Martinez Bro. Contractors LLC	\$515,881.19	\$236,724.78	\$752,605.97
3	Karlsruher, Inc dba CSA Constructors	\$630,077.10	\$233,233.60	\$863,310.70
4	Black Stallion Contractors Inc.	\$664,363.36	\$270,281.04	\$934,644.40
5	Horizone Construction I, LTD	\$948,000.00	\$333,000.00	\$1,281,000.00





# CITY OF EL PASO BID TABULATION FORM



BID TITLE: Wainwright & North East Basin Park Improvements								BID NO: 2021-1206	
BID DATE: May 26, 2021								DEPARTMENT: Capital Improvement	
				Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 of 5		Horizone Contruction 1 LTD El Paso, TX BIDDER 2 of 5		Karlsruher, Inc. dba CSA Constuctors El Paso TX BIDDER 3 of 5	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
<b>Base Bid I: Wainwright &amp; North East Basin Park Improvements:</b>									
1.	6	MO	Furnish and Install - SWP3 Measures and maintain	\$2,300.00	\$13,800.00	\$2,400.00	\$14,400.00	\$1,026.00	\$6,156.00
2.	900	CY	Excavation and Disposal (CUT TO WASTE)	\$17.25	\$15,525.00	\$13.10	\$11,790.00	\$27.38	\$24,642.00
3.	350	SF	Sidewalk removal and disposal 4 inch thick	\$1.27	\$444.50	\$2.80	\$980.00	\$2.05	\$717.50
4.	1	EA	Remove, haul and dispose of existing canopy	\$2,875.00	\$2,875.00	\$5,000.00	\$5,000.00	\$2,053.00	\$2,053.00
5.	40	LF	Chainlink fence removal and disposal	\$5.75	\$230.00	\$38.40	\$1,536.00	\$8.21	\$328.40
6.	238	LF	Furnish and Install - Rockwall around playground	\$69.00	\$16,422.00	\$61.55	\$14,648.90	\$136.90	\$32,582.20
7.	3,964	SF	Furnish and Install - 5 foot standard concrete sidewalk 4 inches thick	\$5.75	\$22,793.00	\$5.00	\$19,820.00	\$5.13	\$20,335.32
8.	1,930	SF	Furnish and Install Colored concrete for Gazebo area	\$8.05	\$15,536.50	\$30.25	\$58,382.50	\$8.21	\$15,845.30
9.	10,980	SF	Furnish and Install - Basketball Court acrylic surfacing and line marking	\$1.84	\$20,203.20	\$6.30	\$69,174.00	\$3.01	\$33,049.80





# CITY OF EL PASO BID TABULATION FORM



<b>BID TITLE:</b> Wainwright & North East Basin Park Improvements								<b>BID NO:</b> 2021-1206	
<b>BID DATE:</b> May 26, 2021								<b>DEPARTMENT:</b> Capital Improvement	
				<b>Black Stallion Contractors, Inc.</b>  El Paso, TX <b>BIDDER 1 of 5</b>		<b>Horizone Contruction 1 LTD</b>  El Paso, TX <b>BIDDER 2 of 5</b>		<b>Karlsruher, Inc. dba CSA Constuctors</b>  El Paso TX <b>BIDDER 3 of 5</b>	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
<b>Base Bid I: Wainwright &amp; North East Basin Park Improvements:</b>									
10.	4,702	SF	Furnish and Install - 1-1/2" Desert Tan Rock Mulch, 3" depth w/filter fabric underlayment	\$1.15	\$5,407.30	\$1.20	\$5,642.40	\$1.37	\$6,441.74
11.	5,504	SF	Furnish and Install: 4"-6" Padre Canyon rock Mulch, 6" depth w/ filter fabric underlayment	\$2.73	\$15,025.92	\$3.25	\$17,888.00	\$2.74	\$15,080.96
12.	2,250	SF	Furnish and Install - Desert Tan Screenings, 1" depth with weed fabric underlayment	\$0.81	\$1,822.50	\$0.90	\$2,025.00	\$1.37	\$3,082.50
13.	14,037	SF	Furnish and Install - Desert Tan Screenings, 3" depth w/filter fabric underlayment	\$1.75	\$24,564.75	\$1.90	\$26,670.30	\$1.37	\$19,230.69 Contractor's Price \$19,600.59
14.	4,707	SF	Furnish and Install - Engineered Wood Fibers (12" Compacted Depth)	\$3.39	\$15,956.73	\$1.80	\$8,472.60	\$3.79	\$17,839.53
15.	5	EA	Furnish and Install Boulders	\$370.30	\$1,851.50	\$420.00	\$2,100.00	\$342.00	\$1,710.00
16.	4	EA	Furnish and Install Picnic Tables	\$3,565.00	\$14,260.00	\$3,250.00	\$13,000.00	\$4,114.00	\$16,456.00
17.	4	EA	Furnish and Install Trash Receptacles	\$2,932.50	\$11,730.00	\$2,250.00	\$9,000.00	\$2,987.00	\$11,948.00
18.	4	EA	Furnish and Install 6 foot benches	\$2,760.00	\$11,040.00	\$3,400.00	\$13,600.00	\$2,911.00	\$11,644.00





# CITY OF EL PASO BID TABULATION FORM



**BID TITLE:** Wainwright & North East Basin Park Improvements **BID NO:** 2021-1206  
**BID DATE:** May 26, 2021 **DEPARTMENT:** Capital Improvement

				Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 of 5		Horizone Contruction 1 LTD El Paso, TX BIDDER 2 of 5		Karlsruher, Inc. dba CSA Constuctors El Paso TX BIDDER 3 of 5	
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<b>Base Bid I: Wainwright &amp; North East Basin Park Improvements:</b>									
19.	1	EA	Furnish and Install - Steel Shade Canopy with Lighting (44' X 33' Eve-to-Eve)	\$98,900.00	\$98,900.00	\$102,875.00	\$102,875.00	\$114,311.50	\$114,311.50
20.	1	EA	Furnish and Install Solar Light for Canopy	\$4,600.00	\$4,600.00	\$7,175.00	\$7,175.00	\$2,053.00	\$2,053.00
21.	4	EA	Furnish and Install - Basketball Hoop System (Single post includes removal of old post)	\$2,645.00	\$10,580.00	\$18,180.00	\$72,720.00	\$6,160.00	\$24,640.00
22.	1	EA	Double Bay Swing Set	\$5,635.00	\$5,635.00	\$26,300.00	\$26,300.00	\$6,667.00	\$6,667.00
23.	1	EA	Playground system (5-12 Years)	\$46,690.00	\$46,690.00	\$101,675.00	\$101,675.00	\$55,526.00	\$55,526.00
24.	1	EA	Playground Equipment Installation and freight and audit	\$23,920.00	\$23,920.00	\$26,900.00	\$26,900.00	\$24,997.00	\$24,997.00
25.	29	EA	Trees (2" cal.)	\$414.00	\$12,006.00	\$743.00	\$21,547.00	\$479.00	\$13,891.00
26.	430	EA	5 gal. shrubs	\$36.80	\$15,824.00	\$33.50	\$14,405.00	\$43.81	\$18,838.30
27.	182	EA	1 gal. shrubs / groundcover	\$13.80	\$2,511.60	\$25.00	\$4,550.00	\$34.23	\$6,229.86





# CITY OF EL PASO BID TABULATION FORM



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				Black Stallion Contractors, Inc.  El Paso, TX BIDDER 1 of 5		Horizone Contruction 1 LTD  El Paso, TX BIDDER 2 of 5		Karlsruher, Inc. dba CSA Constuctors El Paso TX BIDDER 3 of 5	
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<b>Base Bid I: Wainwright &amp; North East Basin Park Improvements:</b>									
28.	1	LS	Automatic Irrigation System	\$152,145.00	\$152,145.00	\$161,500.00	\$161,500.00	\$41,070.00	\$41,070.00
29.	1	EA	Furnish and Install Park Rules Sign	\$1,092.50	\$1,092.50	\$1,500.00	\$1,500.00	\$616.00	\$616.00
30.	1	EA	Furnish and Install Pedestrian 5 foot gate with all hardware and concrete footings	\$1,092.50	\$1,092.50	\$3,000.00	\$3,000.00	\$1,300.00	\$1,300.00
31.	1	EA	Furnish and Install Maintenance gate with all hardware and concrete footings	\$4,600.00	\$4,600.00	\$6,000.00	\$6,000.00	\$5,270.00	\$5,270.00
32.	1	EA	Furnish and Install Pump House, Pump, Irrigation Meter, BF, Tap and sleeve valve	\$28,750.00	\$28,750.00	\$33,700.00	\$33,700.00	\$47,915.00	\$47,915.00
33.	1	EA	Furnish and Install electrical connection for pump	\$16,100.00	\$16,100.00	\$38,300.00	\$38,300.00	\$10,609.00	\$10,609.00
Sum Total – Base Bid I (Items 1-33)				\$633,934.50		\$916,276.70		\$613,076.60 Contractor's Price 613,426.50	
Mobilization (Not to exceed 5% of Sum Total of Base Bid I )				\$30,428.86		\$31,723.30		\$17,000.50	
Sum Total (Base Bid I and Mobilization)				\$664,363.36		\$948,000.00		\$630,077.10 Contractor's Price 630,427.00	





# CITY OF EL PASO BID TABULATION FORM



<b>BID TITLE: Wainwright &amp; North East Basin Park Improvements</b>								<b>BID NO: 2021-1206</b>	
<b>BID DATE: May 26, 2021</b>								<b>DEPARTMENT: Capital Improvement</b>	
				<b>Black Stallion Contractors, Inc.</b>		<b>Horizone Contruction 1 LTD</b>		<b>Karlsruher, Inc. dba CSA</b>	
				<b>El Paso, TX</b>		<b>El Paso, TX</b>		<b>Constuctors</b>	
				<b>BIDDER 1 of 5</b>		<b>BIDDER 2 of 5</b>		<b>El Paso TX</b>	
				<b>BIDDER 3 of 5</b>					
<b>Item No.</b>	<b>Approx. Quantity</b>	<b>Unit</b>	<b>Brief Description of Item</b>	<b>Unit Price (In Figures)</b>	<b>Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals</b>	<b>Unit Price (In Figures)</b>	<b>Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals</b>	<b>Unit Price (In Figures)</b>	<b>Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals</b>
<b>BASE BID II: Wainwright &amp; North East Basin Park Improvements:</b>									
1.	5	MO	Swppp Install And Management	\$2,300.00	\$11,500.00	\$3,000.00	\$15,000.00	\$1,026.00	\$5,130.00
2.	236	CY	Earthwork Import Fill Material For Trail	\$23.00	\$5,428.00	\$39.45	\$9,310.20	\$27.38	\$6,461.68
3.	55	CY	Earthwork Import Fill Material For Landscape Area	\$23.00	\$1,265.00	\$60.95	\$3,352.25	\$27.38	\$1,505.90
4.	400	CY	Pavement Removal And Disposal (Includes Saw Cut)	\$43.70	\$17,480.00	\$31.50	\$12,600.00	\$20.54	\$8,216.00
5.	600	LF	Furnish And Install 6" Curb/Gutter	\$20.70	\$12,420.00	\$19.50	\$11,700.00	\$17.80	\$10,680.00
6.	727	LF	Furnish And Install 4" Curb/Gutter	\$17.25	\$12,540.75	\$21.95	\$15,957.65	\$17.80	\$12,940.60
7.	410	LF	Furnish And Install Slotted Curb/Flume	\$40.25	\$16,502.50	\$19.35	\$7,933.50	\$20.54	\$8,421.40
8.	13	EA	5 Ft. Tread Plates For Flume Width Varies 2'6" To 3'6"	\$1,725.00	\$22,425.00	\$4,300.00	\$55,900.00	\$2,053.00	\$26,689.00
9.	1,100	SY	Trail 1-1/2" HMAC And 4 " Base Course	\$28.75	\$31,625.00	\$20.20	\$22,220.00	\$25.00	\$27,500.00





# CITY OF EL PASO BID TABULATION FORM



**BID TITLE:** Wainwright & North East Basin Park Improvements **BID NO:** 2021-1206  
**BID DATE:** May 26, 2021 **DEPARTMENT:** Capital Improvement

				Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 of 5		Horizone Contruction 1 LTD El Paso, TX BIDDER 2 of 5		Karlsruher, Inc. dba CSA Constuctors El Paso TX BIDDER 3 of 5	
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<b>BASE BID II: Wainwright &amp; North East Basin Park Improvements:</b>									
10.	1,282	LF	Furnish And Install - Thermoplastic Pavement Markings	\$3.45	\$4,422.90	\$4.30	\$5,512.60	\$5.48	\$7,025.36
11.	2,506	SF	Furnish And Install - 2 Inch Rock Mulch, 3 Inch Depth W/Weed Fabric	\$1.61	\$4,034.66	\$1.95	\$4,886.70	\$1.37	\$3,433.22
12.	11	EA	Furnish and Install - Boulders	\$299.00	\$3,289.00	\$460.65	\$5,067.15	\$342.00	\$3,762.00
13.	3	EA	Furnish And Install - Trash Receptacle - Solar Compacting	\$2,875.00	\$8,625.00	\$4,940.00	\$14,820.00	\$6,500.00	\$19,500.00
14.	6	EA	Furnish And Install - Benches	\$2,645.00	\$15,870.00	\$4,365.00	\$26,190.00	\$2,911.00	\$17,466.00
15.	20	EA	Furnish And Install - Trees	\$414.00	\$8,280.00	\$1,070.00	\$21,400.00	\$479.00	\$9,580.00
16.	141	EA	Furnish And Install - Shrubs	\$36.80	\$5,188.80	\$106.80	\$15,058.80	\$41.07	\$5,790.87
17.	5	EA	Furnish And Install Signage	\$1,092.50	\$5,462.50	\$572.25	\$2,861.25	\$684.00	\$3,420.00
18.	1	LS	Furnish And Install - Irrigation System	\$41,112.50	\$41,112.50	\$45,780.00	\$45,780.00	\$27,380.00	\$27,380.00





# CITY OF EL PASO BID TABULATION FORM



<b>BID TITLE: Wainwright &amp; North East Basin Park Improvements</b>								<b>BID NO: 2021-1206</b>	
<b>BID DATE: May 26, 2021</b>								<b>DEPARTMENT: Capital Improvement</b>	
				Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 of 5		Horizone Contruction 1 LTD El Paso, TX BIDDER 2 of 5		Karlsruher, Inc. dba CSA Constuctors El Paso TX BIDDER 3 of 5	
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<b>BASE BID II: Wainwright &amp; North East Basin Park Improvements:</b>									
19.	50	CY	2-sack concrete backfill material as needed	\$138.00	\$6,900.00	\$142.95	\$7,147.50	\$177.00	\$8,850.00
20.	5	MO	Barricades And Traffic Control - Furnish And Install And Management	\$4,025.00	\$20,125.00	\$3,150.00	\$15,750.00	\$1,369.00	\$6,845.00
21.	141	EA	Furnish and Install - Shrubs	\$24.15	\$3,405.15	\$29.40	\$4,145.40	\$41.07	\$5,790.87
Sum Total – Base Bid II (Items 1-21)				\$257,901.76		\$322,593.00		\$226,387.90 Contractor's Price \$226,387.30	
Mobilization (Not to exceed 5% of Sum Total of Base Bid II)				\$12,379.28		\$10,407.00		\$6,845.70	
Sum Total (Base Bid II and Mobilization)				\$270,281.04		\$333,000.00		\$233,233.60 Contractor's Price \$233,233.00	
Sum Total (Base Bid I and Base Bid II)				\$934,644.40		\$1,281,000.00		\$863,310.70 Contractor's Price \$863,660.00	
Amendment(s) Acknowledged:				N/A		N/A		N/A	
Bid Bond:				Yes		Yes		Yes	





# CITY OF EL PASO BID TABULATION FORM



**BID TITLE:** Wainwright & North East Basin Park Improvements **BID NO:** 2021-1206  
**BID DATE:** May 26, 2021 **DEPARTMENT:** Capital Improvement

				Martinez Bros. Contractors, LLC El Paso, TX BIDDER 4 of 5		Roman Construction Associates LLC El Paso, TX BIDDER 5 of 5			
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
<b>Base Bid I: Wainwright &amp; North East Basin Park Improvements:</b>									
1.	6	MO	Furnish and Install - SWP3 Measures and maintain	\$912.00	\$5,472.00	\$1,860.00	\$11,160.00		
2.	900	CY	Excavation and Disposal (CUT TO WASTE)	\$45.60	\$41,040.00	\$4.09	\$3,681.00 Contractor's Price \$3,682.80		
3.	350	SF	Sidewalk removal and disposal 4 inch thick	\$1.71	\$598.50	\$1.86	\$651.00		
4.	1	EA	Remove, haul and dispose of existing canopy	\$570.00	\$570.00	\$4,340.00	\$4,340.00		
5.	40	LF	Chainlink fence removal and disposal	\$5.70	\$228.00	\$6.20	\$248.00		
6.	238	LF	Furnish and Install - Rockwall around playground	\$54.72	\$13,023.36	\$62.00	\$14,756.00		
7.	3,964	SF	Furnish and Install - 5 foot standard concrete sidewalk 4 inches thick	\$5.52	\$21,881.28	\$4.34	\$17,203.76		
8.	1,930	SF	Furnish and Install Colored concrete for Gazebo area	\$8.80	\$16,984.00	\$6.82	\$13,162.60		
9.	10,980	SF	Furnish and Install - Basketball Court acrylic surfacing and line marking	\$1.58	\$17,348.40	\$1.86	\$20,422.80		





# CITY OF EL PASO BID TABULATION FORM



**BID TITLE:** Wainwright & North East Basin Park Improvements **BID NO:** 2021-1206  
**BID DATE:** May 26, 2021 **DEPARTMENT:** Capital Improvement

				Martinez Bros. Contractors, LLC  El Paso, TX BIDDER 4 of 5		Roman Construction Associates LLC  El Paso, TX BIDDER 5 of 5			
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
<b>Base Bid I: Wainwright &amp; North East Basin Park Improvements:</b>									
10.	4,702	SF	Furnish and Install - 1-1/2" Desert Tan Rock Mulch, 3" depth w/filter fabric underlayment	\$1.05	\$4,937.10	\$1.12	\$5,266.24 Contractor's Price \$5,247.43		
11.	5,504	SF	Furnish and Install: 4"-6" Padre Canyon rock Mulch, 6" depth w/ filter fabric underlayment	\$1.94	\$10,677.76	\$1.49	\$8,200.96 Contractor's Price \$8,189.95		
12.	2,250	SF	Furnish and Install - Desert Tan Screenings, 1" depth with weed fabric underlayment	\$0.71	\$1,597.50	\$0.87	\$1,957.50 Contractor's Price \$1,953.00		
13.	14,037	SF	Furnish and Install - Desert Tan Screenings, 3" depth w/filter fabric underlayment	\$0.94	\$13,194.78	\$0.93	\$13,054.41		
14.	4,707	SF	Furnish and Install - Engineered Wood Fibers (12" Compacted Depth)	\$3.15	\$14,827.05	\$2.67	\$12,567.69 Contractor's Price \$12,548.86		
15.	5	EA	Furnish and Install Boulders	\$10.00	\$50.00	\$372.00	\$1,860.00		
16.	4	EA	Furnish and Install Picnic Tables	\$3,438.24	\$13,752.96	\$3,100.00	\$12,400.00		
17.	4	EA	Furnish and Install Trash Receptacles	\$2,166.00	\$8,664.00	\$1,984.00	\$7,936.00		
18.	4	EA	Furnish and Install 6 foot benches	\$2,052.00	\$8,208.00	\$2,108.00	\$8,432.00		





# CITY OF EL PASO BID TABULATION FORM



BID TITLE: Wainwright & North East Basin Park Improvements								BID NO: 2021-1206	
BID DATE: May 26, 2021								DEPARTMENT: Capital Improvement	
				Martinez Bros. Contractors, LLC El Paso, TX BIDDER 4 of 5		Roman Construction Associates LLC El Paso, TX BIDDER 5 of 5			
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
<b>Base Bid I: Wainwright &amp; North East Basin Park Improvements:</b>									
19.	1	EA	Furnish and Install - Steel Shade Canopy with Lighting (44' X 33' Eve-to-Eve)	\$97,470.00	\$97,470.00	\$64,480.00	\$64,480.00		
20.	1	EA	Furnish and Install Solar Light for Canopy	\$1,710.00	\$1,710.00	\$19,840.00	\$19,840.00		
21.	4	EA	Furnish and Install - Basketball Hoop System (Single post includes removal of old post)	\$4,788.00	\$19,152.00	\$3,244.00	\$12,976.00 Contractor's Price \$12,896.00		
22.	1	EA	Double Bay Swing Set	\$4,788.00	\$4,788.00	\$7,440.00	\$7,440.00		
23.	1	EA	Playground system (5-12 Years)	\$59,280.00	\$59,280.00	\$49,600.00	\$49,600.00		
24.	1	EA	Playground Equipment Installation and freight and audit	\$21,660.00	\$21,660.00	\$2,480.00	\$2,480.00		
25.	29	EA	Trees (2" cal.)	\$325.00	\$9,425.00	\$465.00	\$13,485.00		
26.	430	EA	5 gal. shrubs	\$28.00	\$12,040.00	\$28.52	\$12,263.60		
27.	182	EA	1 gal. shrubs / groundcover	\$8.00	\$1,456.00	\$18.60	\$3,385.20		





# CITY OF EL PASO BID TABULATION FORM



<b>BID TITLE: Wainwright &amp; North East Basin Park Improvements</b>								<b>BID NO: 2021-1206</b>	
<b>BID DATE: May 26, 2021</b>								<b>DEPARTMENT: Capital Improvement</b>	
				<b>Martinez Bros. Contractors, LLC</b> <b>El Paso, TX</b> <b>BIDDER 4 of 5</b>		<b>Roman Construction Associates LLC</b> <b>El Paso, TX</b> <b>BIDDER 5 of 5</b>			
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
<b>Base Bid I: Wainwright &amp; North East Basin Park Improvements:</b>									
28.	1	LS	Automatic Irrigation System	\$40,368.00	\$40,368.00	\$80,202.92	\$80,202.92 Contractor's Price \$82,202.92		
29.	1	EA	Furnish and Install Park Rules Sign	\$370.50	\$370.50	\$1,860.00	\$1,860.00		
30.	1	EA	Furnish and Install Pedestrian 5 foot gate with all hardware and concrete footings	\$1,083.00	\$1,083.00	\$18,600.00	\$18,600.00		
31.	1	EA	Furnish and Install Maintenance gate with all hardware and concrete footings	\$4,389.00	\$4,389.00	\$1,054.00	\$1,054.00		
32.	1	EA	Furnish and Install Pump House, Pump, Irrigation Meter, BF, Tap and sleeve valve	\$26,800.00	\$26,800.00	\$18,600.00	\$18,600.00		
33.	1	EA	Furnish and Install electrical connection for pump	\$8,835.00	\$8,835.00	\$6,200.00	\$6,200.00		
Sum Total – Base Bid I (Items 1-33)				\$501,881.19		\$469,766.68 Contractor's Price \$469,635.34			
Mobilization (Not to exceed 5% of Sum Total of Base Bid I )				\$14,000.00		\$23,481.77			
Sum Total (Base Bid I and Mobilization)				\$515,881.19		\$493,248.45 Contractor's Price \$493,117.10			





# CITY OF EL PASO BID TABULATION FORM



<b>BID TITLE: Wainwright &amp; North East Basin Park Improvements</b>								<b>BID NO: 2021-1206</b>	
<b>BID DATE: May 26, 2021</b>								<b>DEPARTMENT: Capital Improvement</b>	
				Martinez Bros. Contractors, LLC El Paso, TX BIDDER 4 of 5		Roman Construction Associates LLC El Paso, TX BIDDER 5 of 5			
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
<b>BASE BID II: Wainwright &amp; North East Basin Park Improvements:</b>									
1.	5	MO	Swppp Install And Management	\$912.00	\$4,560.00	\$1,860.00	\$9,300.00		
2.	236	CY	Earthwork Import Fill Material For Trail	\$57.00	\$13,452.00	\$19.84	\$4,682.24		
3.	55	CY	Earthwork Import Fill Material For Landscape Area	\$57.00	\$3,135.00	\$18.60	\$1,023.00		
4.	400	CY	Pavement Removal And Disposal (Includes Saw Cut)	\$18.24	\$7,296.00	\$7.44	\$2,976.00		
5.	600	LF	Furnish And Install 6" Curb/Gutter	\$15.67	\$9,402.00	\$18.60	\$11,160.00		
6.	727	LF	Furnish And Install 4" Curb/Gutter	\$13.96	\$10,148.92	\$14.88	\$10,817.76		
7.	410	LF	Furnish And Install Slotted Curb/Flume	\$62.70	\$25,707.00	\$24.80	\$10,168.00		
8.	13	EA	5 Ft. Tread Plates For Flume Width Varies 2'6" To 3'6"	\$1,704.30	\$22,155.90	\$105.40	\$1,370.20		
9.	1,100	SY	Trail 1-1/2" HMAC And 4 " Base Course	\$25.76	\$28,336.00	\$17.36	\$19,096.00		





# CITY OF EL PASO BID TABULATION FORM



<b>BID TITLE: Wainwright &amp; North East Basin Park Improvements</b>								<b>BID NO: 2021-1206</b>	
<b>BID DATE: May 26, 2021</b>								<b>DEPARTMENT: Capital Improvement</b>	
				Martinez Bros. Contractors, LLC El Paso, TX BIDDER 4 of 5		Roman Construction Associates LLC El Paso, TX BIDDER 5 of 5			
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
<b>BASE BID II: Wainwright &amp; North East Basin Park Improvements:</b>									
10.	1,282	LF	Furnish And Install - Thermoplastic Pavement Markings	\$3.47	\$4,448.54	\$2.48	\$3,179.36		
11.	2,506	SF	Furnish And Install - 2 Inch Rock Mulch, 3 Inch Depth W/Weed Fabric	\$1.14	\$2,856.84	\$1.36	\$3,408.16 Contractor's Price \$3,418.18		
12.	11	EA	Furnish and Install - Boulders	\$238.18	\$2,619.98	\$372.00	\$4,092.00		
13.	3	EA	Furnish And Install - Trash Receptacle - Solar Compacting	\$2,052.00	\$6,156.00	\$2,852.00	\$8,556.00		
14.	6	EA	Furnish And Install - Benches	\$1,983.60	\$11,901.60	\$2,108.00	\$12,648.00		
15.	20	EA	Furnish And Install - Trees	\$325.00	\$6,500.00	\$465.00	\$9,300.00		
16.	141	EA	Furnish And Install - Shrubs	\$28.00	\$3,948.00	\$28.52	\$4,021.32		
17.	5	EA	Furnish And Install Signage	\$353.40	\$1,767.00	\$496.00	\$2,480.00		
18.	1	LS	Furnish And Install - Irrigation System	\$28,896.00	\$28,896.00	\$15,019.33	\$15,019.33		





# CITY OF EL PASO BID TABULATION FORM



<b>BID TITLE: Wainwright &amp; North East Basin Park Improvements</b>								<b>BID NO: 2021-1206</b>	
<b>BID DATE: May 26, 2021</b>								<b>DEPARTMENT: Capital Improvement</b>	
				Martinez Bros. Contractors, LLC El Paso, TX BIDDER 4 of 5		Roman Construction Associates LLC El Paso, TX BIDDER 5 of 5			
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
<b>BASE BID II: Wainwright &amp; North East Basin Park Improvements:</b>									
19.	50	CY	2-sack concrete backfill material as needed	\$102.60	\$5,130.00	\$55.80	\$2,790.00		
20.	5	MO	Barricades And Traffic Control - Furnish And Install And Management	\$5,472.00	\$27,360.00	\$1,488.00	\$7,440.00		
21.	141	EA	Furnish and Install - Shrubs	\$28.00	\$3,948.00	\$28.52	\$4,021.32		
Sum Total – Base Bid II (Items 1-21)				\$229,724.78		\$147,548.69			
Mobilization (Not to exceed 5% of Sum Total of Base Bid II)				\$7,000.00		\$7,377.43			
Sum Total (Base Bid II and Mobilization)				\$236,724.78		\$154,926.12			
Sum Total (Base Bid I and Base Bid II)				\$752,605.97		\$648,174.57			
Amendment(s) Acknowledged:				N/A		N/A			
Bid Bond:				Yes		Yes			



2021-1206 Wainwright & North East Basin Park Improvements

View List

1	Armendariz, Socorro	AAndS Contractors In
2	Gallegos, Mari	Abescape
3	Counts, Tim	Accent Landscape Con
4	Dittmar, Mark	Access Communication
5	Allen, Miguel	Allen Concrete, Inc.
6	Rugh, John	AMTEK
7	DIAZ, REBECA	AREDI Enterprises, L
8	herrera, cesar	asphalt pavers inc.
9	Shane, Coler	Aztec Contractors
10	Williams, Mark	Barrier Fence LLC
11	Luna, Larry	Bella Luna Engineeri
12	Carl, Brooks	Benchmark Signs
13	Guardado, Carlos	Best Ironworks
14	Bid, Judge	BidJudge.com
15	Luna, Hector	Black Stallion Contr
16	Anguiano, Carlos	Border Demolition
17	Concha, David	CEA Group
18	Brayan, Chavarria	CMD Endeavors
19	Kyle, Bellomy	ConstructConnect
20	Gibson, Patty	construction Bid Sou
21	Exton, Pamela	Construction Journal
22	Wood, Jane	Construction Reporte
23	Deg, Maria	Contractors Register
24	Oney, Hilary	CSA Constructors
25	Steve, Teran	DAndH United
26	HARRISON, MIKE	DEL MAR CONTRACTING,
27	Management, Source	Deltek
28	Hudson, Brad	Direx Construction,
29	Loganathan, Jayalakshmi	Dodge Data And Analy
30	Massie, Scott	DYNAMO PLAYGROUNDS
31	Lujan, Rosie	ECM International
32	Erick, Osorio	ecoReach, Inc.
33	Escobedo, Mario	EGL Construction Inc
34	Soto, Lorena	El Paso Sanitation S
35	Dominguez, Luis	Enotsyek
36	Jaramillo, Jorge	Fulcrum Contracting
37	Banks, Archie	Globe Builders, LLC
38	Sambrano, Michael	Gracen Eng. And Cons
39	Lyndaker, Robert	Grand Slam Safety, L
40	Jorge, Ojeda	HAWK
41	Mulligan, Matthew	HB Construction
42	Maldonado, Mariana	Horizone Constructio
43	Balai, Rakesh	i- Sourcing Technolo
44	Gaynor, Shabron	IMS
45	Cody, Brannon	Integrated Marketing



2021-1206 Wainwright & North East Basin Park Improvements

View List

46	Vick, Thomas	Intertek-PSI
47	Concha, Joe	Iron Horse Electrica
48	Kincaid, Kenneth	J.D. Abrams L.P.
49	Lowrance, Gloria	Jobe Materials, L.P.
50	Figueroa, Joseph	Jordan Foster Constr
51	Naranjo, Lizandro	Lizandro Naranjo
52	Gonzalez, Ruben	Lomeli and sons Land
53	Soto, Emily	Longhorn Electrical
54	mota, pablo	Martinez Brothers Co
55	Tanzy, Russell	Mesa electrical cont
56	Ortiz, Cano	Mr.
57	Drapes, Michael	MTI Ready Mix
58	Ponto, Michelle	Natare Corporation
59	Diaz, Andrew	Perikin Enterprises
60	Lopez, Rafael	Perikin Enterprises,
61	weathers, wayne	Premier Sports Light
62	Salgado, Ramon	Pride General Contra
63	Ortiz, Lupe	Prime Irrigation And
64	Jones, Kim	Prime Vendor Inc.
65	Morris, Bryan	RBM Engineeering, In
66	Colmenero, roberto	RC Enterprises Inc
67	teran, miguel	RCPM,LLC
68	Valdespino, Carlos	Roman Construction
69	SAAB, EDWARD	SAAB SITE CONTRACTOR
70	Bjornsson, Ron	Smartprocure
71	Hernandez, Cecilia	The PlanIt Room
72	Popenoe, Jeff	The PlayWell Group,
73	ruiz jr, abraham g	tierra firme const i
74	romero, ron	triple m recreation
75	Ruiz, Erika	Vertex Contractors,
76	Olguin, Jeannette	Vitua Builders Exch
77	Austin, Fork	Wayne Enterprises
78	Acosta, German	Zayza Irrigation And
79	Construction, Ztex	Ztex Construction
80	Banquil, Lovely	
81	James, Hardison	
82	Martinez, Jessica	
83	Watson, Frank	
84	Werthmann, Joseph	





# Wainwright Phase I and North East Basin Park Improvements

Resolution No. 2021-26  
July 20, 2021

Strategic Plan Goal:

4) Enhance El Paso's Quality of Life Through Recreational, Cultural  
and Educational Environments



# Project Details



<b>Location:</b>	<b>Wainwright Park – 4520 Lawrence Avenue North East Basin Park – Cross St. between Sun Valley</b>
<b>District(s):</b>	<b>2 &amp; 4</b>
<b>Total Budget:</b>	<b>\$1,127,884.61</b>
<b>Funding Source:</b>	<b>2012 Quality of Life</b>





3

# Project Details

- **Wainwright Park – Phase I**
  - New city park with a playground, walking trail, sports court, benches and trash receptacles
  - Wainwright Park – Phase II for future expansion of walking trail and green areas.
  
- **North East Basin Park**
  - Hike and bike trail along Cross St. between Sun Valley Dr. and Deer Ave. the trail will be supplemented with trees, benches and trash receptacles.





# Project Location – Wainwright Park





# Project Location

North East Basin  
Improvements





# Existing Conditions – Wainwright Park



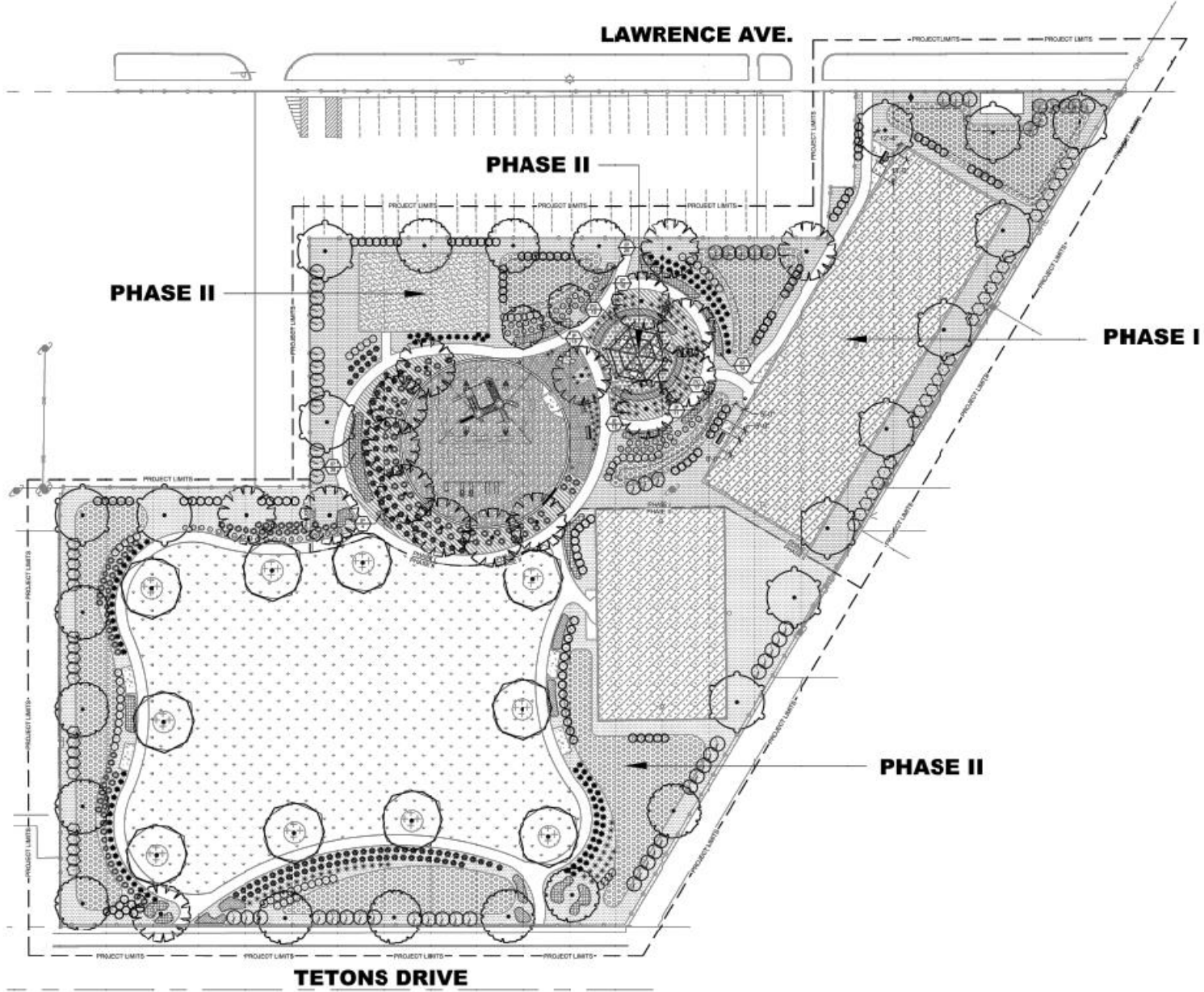


# Existing Conditions – North East Basin Park



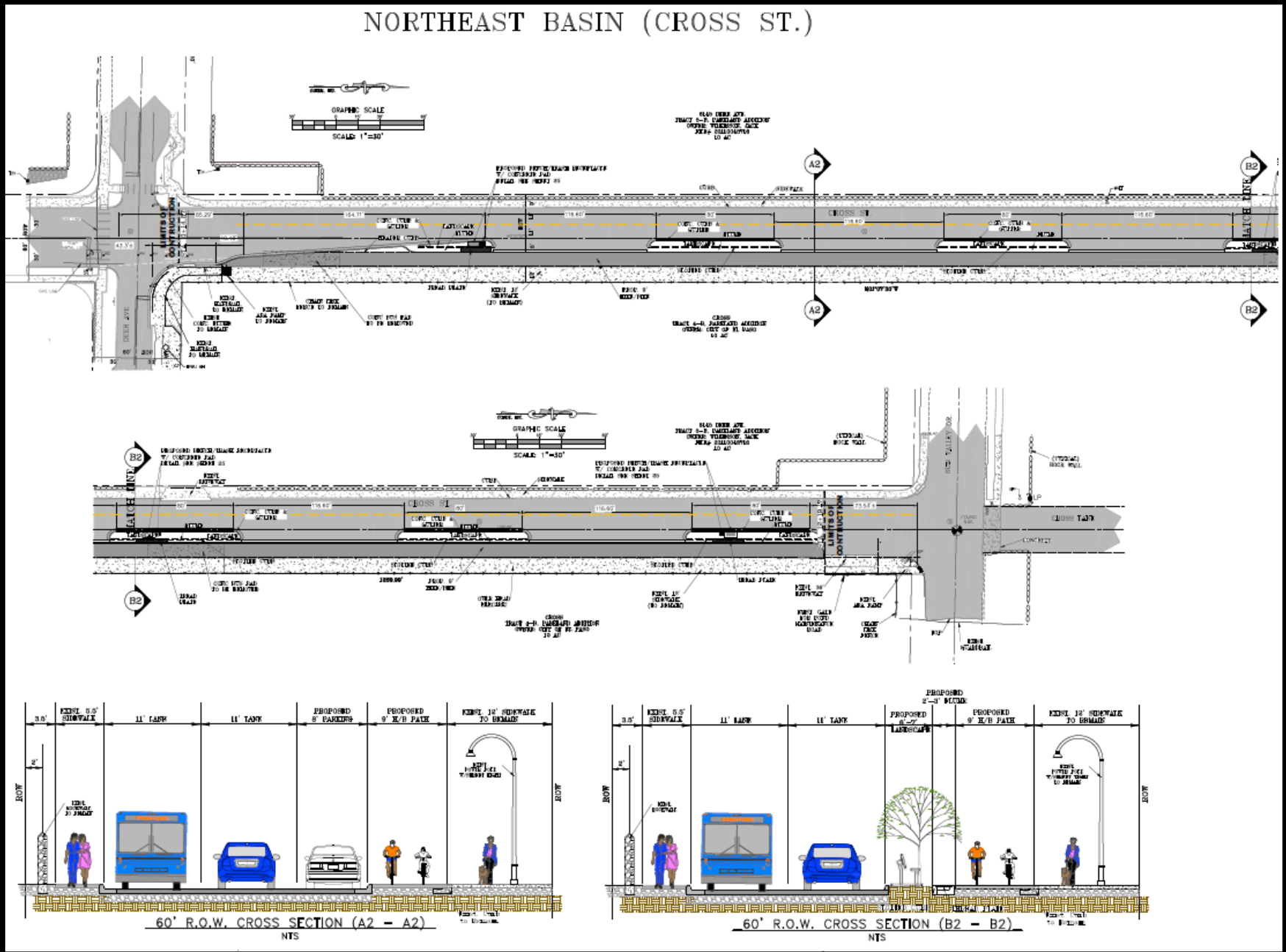


# Project Rendering – Wainwright Park





# Project Rendering – North East Basin





# Procurement Summary

- **Procurement Method**
  - Solicitation advertised on April 27, 2021 and May 4, 2021
    - Five (5) firms submitted bids, Five (5) local vendors
  - Recommendation
    - To award the construction contract to Martinez Bro. Contractors LLC in the amount of \$752,605.97
- **Construction Schedule**
  - Start: Summer 2021
  - End: Spring 2022



## Mission

Deliver exceptional services to support a high quality of life and place for our community

## Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople

## Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government





Legislation Text

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File #: 21-750, 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 Michel, (915) 212-1267

Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

The linkage to Strategic Plan is subsection 6.2 - Implement employee benefits and services that promote financial security.

**Award Summary:**

Discussion and action on the award of Solicitation No. 2021-0806R Benefit Consulting Services to HUB International Texas, Inc., for an initial term of five (5) years for an estimated amount of \$534,600.00. The award also includes, two (2), two (2) year options for an estimated amount of \$427,680.00. The total contract value is, including the initial term plus options is nine (9) years, for an estimated amount of \$962,280.00. This contract will allow the City of El Paso to obtain general benefit consulting advice.

**Contract Variance:**

Staff is recommending that Council award the contract at the same amount awarded in 2012. Consequently, there is no increase and/or variance from the 2012 contracts.

Department:	Human Resources
Award to:	HUB International Texas, Inc. Fort Worth, TX
Item(s):	All
Initial Term:	5 years
Option to Extend:	2 terms of 2 years
Annual Estimated Award:	\$ 106,920.00
Initial Term Estimated Award:	\$ 534,600.00 (5 years)
Option Term Estimated Award	\$ 427,680.00 (4 years)
Total Estimated Award:	\$ 962,280.00 (9 years)
Account No.:	209-3500-14045-521160-P1414
Funding Source	Self Insurance Fund
District(s):	All



This is a Request for Proposal, requirements contract.

The Purchasing & Strategic Sourcing and the Human Resources Departments recommend award as indicated to HUB International Texas, Inc., the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed. [POSTPONED FROM 07-07-2021]



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 7, 2021  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Mary Michel, Assistant Director Human Resources, (915) 212-1267  
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 6: Set the Standard for Sound Governance and Fiscal Management.

**SUBGOAL:** 6.2 - Implement employee benefits and services that promote financial security.  
This contract will allow the City of El Paso to obtain general benefit consulting advice.

**SUBJECT:**

Discussion and action on the award of Solicitation No. 2021-0806R Benefit Consulting Services to HUB International Texas, Inc., for an initial term of five (5) years for an estimated amount of \$534,600.00. The award also includes, two (2), two (2) year options for an estimated amount of \$427,680.00. The total contract value is, including the initial term plus options is nine (9) years, for an estimated amount of \$962,280.00. This contract will allow the City of El Paso to obtain general benefit consulting advice.

**BACKGROUND / DISCUSSION:**

This contract will allow the City of El Paso to obtain general benefit consulting advice.

**SELECTION SUMMARY:**

Solicitation was advertised on January 26, 2021 and February 2, 2021. The solicitation was posted on City website on January 26, 2021. The email (Purmail) notification was sent out on January 28, 2021. There were a total seventy (70) viewers online; three (3) proposals were received; none being a local supplier.

**CONTRACT VARIANCE:**

Staff is recommending that Council award the contract at the same amount awarded in 2012. Consequently, there is no increase and/or variance from the 2012 contracts.

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

NA

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$534,600.00

Funding Source: Self Insurance Fund

Account: 209-3500-14045-521160-P1414

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_ YES \_\_\_ NO**

**PRIMARY DEPARTMENT:** Human Resources

**SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing



---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:



---

Araceli Guerra, Managing Director Internal Services



**COUNCIL PROJECT FORM  
(RFP)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR** agenda for the Council Meeting of **July 7, 2021**.

**STRATEGIC GOAL NO. 6: Set the Standard for Sound Governance and Fiscal Management.**

The linkage to Strategic Plan is subsection 6.2 - Implement employee benefits and services that promote financial security.

**Award Summary:**

Discussion and action on the award of Solicitation No. 2021-0806R Benefit Consulting Services to HUB International Texas, Inc., for an initial term of five (5) years for an estimated amount of \$534,600.00. The award also includes, two (2), two (2) year options for an estimated amount of \$427,680.00. The total contract value is, including the initial term plus options is nine (9) years, for an estimated amount of \$962,280.00. This contract will allow the City of El Paso to obtain general benefit consulting advice.

**Contract Variance:**

Staff is recommending that Council award the contract at the same amount awarded in 2012. Consequently, there is no increase and/or variance from the 2012 contracts.

Department:	Human Resources
Award to:	HUB International Texas, Inc. Fort Worth, TX
Item(s):	All
Initial Term:	5 years
Option to Extend:	2 terms of 2 years
Annual Estimated Award:	\$ 106,920.00
Initial Term Estimated Award:	\$ 534,600.00 (5 years)
Option Term Estimated Award:	\$ 427,680.00 (4 years)
Total Estimated Award:	\$ 962,280.00 (9 years)
Account No.:	209-3500-14045-521160-P1414
Funding Source:	Self Insurance Fund
District(s):	All

This is a Request for Proposal, requirements contract.

The Purchasing & Strategic Sourcing and the Human Resources Departments recommend award as indicated to HUB International Texas, Inc., the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*



## CITY OF EL PASO RFP SCORESHEET

PROJECT: 2021-0806R Benefit Consulting Services

## Evaluation of Submittal

		HUB International Texas, Inc.	McGriff Insurance Services, Inc.	Gallagher Benefits Services, Inc.
	MAX POINTS			
Factor A - Offeror's Fee Proposal	30	\$255,000.00	\$157,500.00	\$0.00
Proposed Cost		18.53	30.00	0.00
Factor B - Experience and Qualifications	30	29.75	27.25	25.50
Factor C - Response of References	30	28.00	20.00	20.00
Factor D – Quality of Response and Presentation	10	9.75	8.25	7.00
<b>TOTAL SCORE</b>	<b>100</b>	<b>86.03</b>	<b>85.50</b>	<b>52.50</b>
<b>Rank</b>		<b>1</b>	<b>2</b>	<b>3</b>





**CITY OF EL PASO**  
**REQUEST FOR PROPOSALS TABULATION FORM**



**Bid Opening Date: March 3, 2021**

**Solicitation #: 2021-0806R**

**Project Name: Benefit Consulting Services**

**Department: Human Resources**

<b>BIDDER'S NAME:</b>	<b>LOCATION:</b>	<b>AMENDMENT(S) ACKNOWLEDGED:</b>
Gallagher Benefit Services, Inc.	Rolling Meadows, IL	NO
HUB International Texas, Inc.	Fort Worth, TX	NO
McGriff Insurance Services, Inc.	Charlotte, NC	YES
<b>RFPs SOLICITED: 17    LOCAL RFPs SOLICITED: 3    RFPs RECEIVED: 3    LOCAL RFPs RECEIVED: 0    NO BIDS: 0</b>		

**NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.**

Approved:       /s/      

Date: 03/04/2021

**2021-0806R Benefit Consulting Services**



2021-0806R Benefit Consulting Services – Bidder's List

BBVA COMPASS  
ATTN: JIM VOLK  
690 SUNLAND PARK DRIVE  
EL PASO, TX 79912

MERCER HUMAN RESOURCES  
CONSULTANTS  
1225 17<sup>TH</sup> STREET  
UNIT 2200  
DENVER, CO 80202

AMERICAN BENEFIT CONSULTANTS  
9575 KATY FREEWAY # 150  
HOUSTON, TX 77024

HEWITT ASSOCIATES  
2201 WEST ROYAL LANE SUITE 100  
IRVING, TX 75063

FINANCIAL BENEFIT SERVICES, LLC  
2175 N. GLENVILLE DRIVE  
RICHARDSON, TX 75082

HOLMES MURPHY  
12712 PARK CENTRAL DRIVE  
SUITE 100  
DALLAS, TX 75251

MILLIMAN CONSULTANTS AND ACTUARIES  
ATTN: DONALD M. SIMS  
3000 BAYPORT DRIVE, SUITE 1050  
TAMPA, FL 33607

RWL GROUP  
300 N. COIT ROAD #810  
RICHARDSON, TX 75080

SEGAL  
ATTN: GARY L PETERSEN  
1230 WEST WASHINGTON STREET, SUITE 501  
TEMPE, ARIZONA 85281-1248

THE ABE PEINADO INSURANCE GROUP  
ATTN: ABE PEINADO  
1444 MONTANA  
SUITE 100  
EL PASO, TX 79902

MARKETING DEPARTMENT  
VITECH SYSTEMS GROUP, INC.  
401 PARK AVENUE SOUTH  
NEW YORK, NY 10016

SMITH & ASSOCIATES CONSULTING  
P.O. BOX 92398  
SOUTHLAKE, TX 76092

AON RISK SOLUTIONS – EMP. BENEFITS  
CONSULTING GROUP  
ATTN: REBECCA ELLIS – ACCT. EXECUTIVE  
6501 AMERICAS PARKWAY NE  
ONE PARK SQUARE

GALLAGER BENEFIT SERVICES INC  
6399 SOUTH FIDDLER'S GREEN CIRCLE  
SUITE 200  
GREENWOOD VILLAGE, CO 80111-4949

BUCK CONSULTANTS (AN ACS COMPANY)  
ATTN: ROBYN BAYNE OR TIMOTHY D. OLIVER  
14911 QUORUM DRIVE SUITE 200  
DALLAS, TEXAS 75254

ALBUQUERQUE, NM 87110  
KORN FERRY  
2101 CEDAR SPRINGS ROAD  
SUITE 1450  
DALLAS, TX 75201

HUB INTERNATIONAL  
201 E. MAIN DR. # 800  
EL PASO, TX 79901



# **Executive Summary**

## **Request for Proposal 2021-0806R**

### **Benefits Consulting Services**

*City Council Meeting July 20, 2021*



# Strategic Plan Alignment

## VISION BLOCK: HIGH PERFORMING GOVERNMENT

**Goal 6.** Set the Standard for Sound Governance and  
Fiscal Management

**6.3** Implement programs to reduce organizational risk







# **Table of Contents – Executive Summary**

- 1. Selection of Procurement Method**
- 2. Advertisement, Outreach and Results**
- 3. Proposal Evaluation and Scoring**
- 4. Key Services Focus Areas**
- 5. Recommendation**



# **1. Selection of Procurement Method**



# Selection of Procurement Method



- In accordance with the City Charter and the Amended & Restated Procurement and Sourcing Policy the Low Bid procurement method is not recommended for complex consulting service providers.
- The City selected the Request for Proposal procurement method is selected to based evaluation and selection upon relevant factors including price. Note all evaluation factors have a stated value. Price is not the primary consideration for award.
- The vendor with the overall highest score in all categories is considered the vendor offering the best overall value to the City.



# Selection of Procurement Method



- Advertisement, evaluation and recommendation are performed in accordance with the Amended & Restated Procurement and Sourcing Policy.
  - Audit results - Policy, processes and file documentation complies with 2 CFR 200 (Federal and State Standard for Grant Compliance) and Texas Local Government Code(s)
- Department provided scope of service, independent cost estimate and requisition.
- Procurement staff develop and submitted Procurement Rational Form for review and approval.



## **2. Advertisement, Outreach and Results**



# Advertisement, Outreach and Results



- ***Advertisements***

- Advertised in El Paso Times (January 26<sup>th</sup> and February 2, 2021)
- Posted on City of El Paso's Website (January 26, 2021-March 3, 2021)

- ***Outreach***

- PurMail (Email notifications to registered vendors)
- Weekly notifications (Thursdays) for 5 consecutive weeks

- ***Results***

- 70 on-line views (67 vendors or interested parties)
- Three (3) proposals received



## **4. Proposal Evaluation and Scoring**



# Evaluation Factors and Weights

Evaluation Factors	Maximum Points
Factor A - Offeror Fee Proposal	30
Factor B – Experience and Qualifications	30
Factor C – Response of References Each Reference valued at 10 points	30
Factor D – Quality of Responses and Presentations	10



# Evaluation and Scoring

PROJECT: 2021-0806R Benefit Consulting Services

Evaluation of Submittal

	MAX POINTS	HUB International Texas, Inc	McGriff Insurance Services	Gallagher Benefits Services, Inc.
Factor A - Offeror Fee Proposal	30	18.53	30.00	0.00
Factor B – Experience and Qualifications	30	29.75	27.25	25.50
Factor C – Response of References	30	28.00	20.00	20.00
Factor D – Quality of Responses and Presentations	10	9.75	8.25	7.00
Total Score	100	86.03	85.50	52.50



## **4. Key Scope of Services Focus Areas**



# Key Characteristics of Contracts

- City will only pay for services rendered.
- On-call services for General Benefit Consulting Services in seven key focus areas

Project Tasks Menu – Seven Key Focus Areas
Benefit RF(X) Development & Analysis (estimate at minimum 10 Proposal submitted for TPA & Associated services)
Annual Health Plan Rate Development Budget Projections
Annual Actuarial Analysis of Health Fund
Guidance and Update of Federal & State Laws & Regulations
Workers’ Compensation Guidance
HIPPA Consultation Services
Deferred Compensation



# Projects Requiring Third Party Consultation

Retiree Health Insurance Rates – Including Medicare Part D Data

Fire Collective Bargaining Insurance Rate Negotiation - 2022

Police Collective Bargaining Agreement Insurance Rate Negotiation –2023

COVID Federal Regulation Guidance – Including FFCRA and ARPA

Health Insurance Rate Comparison and Recommendation

Health, Vision and Dental Insurance Request For Proposal (RFP)

Supplemental Insurance Request For Proposal (RFP)

Monthly Federal Regulatory Compliance

Risk Management and Safety Resources Consultation



# 5. Recommendation



# Recommendation for Award

*Based upon the (i) evaluation of proposals received and (ii) the cost remaining at the 2012 level, staff's recommendation is to award the contract to HUB International Texas, Inc., as the best value to the City of El Paso.*





## 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





Legislation Text

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File #: 21-781, 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, Sam Rodriguez, (915) 212-0065

Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

The linkage to the Strategic Plan is subsection 7.4 Continue the strategic investment in City facilities and technology

**Award Summary:**

Discussion and action on the award of Solicitation 2021-0811 Job Order Contracting and Facilities Construction to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction. Each contract has an initial term of two (2) years for an estimated amount of \$4,000,000.00. Each contract also includes three (3), one (1) year options for an estimated amount of \$6,000,000.00. The length of each contract including the initial term plus options is five (5) years for an estimated contract amount of \$10,000,000.00. The award of the contracts will allow to perform maintenance, repair, alteration, renovation, remediation, or minor construction for City of El Paso facilities using the Job Order contract method.

Department:	Capital Improvement
Award to: Contractor 1	ALPHA BUILDING CORPORATION El Paso, TX
Initial Term:	2 years
Option to Extend:	Three (3), one (1) year terms
Annual Estimated Award:	\$ 2,000,000.00
Initial Term Estimated Award:	\$ 4,000,000.00 (2 years)
Option Estimated Award:	\$ 6,000,000.00 (3 years)
Total Estimated Award:	\$10,000,000.00 (5 years)
 Award to: Contractor 2	 Veliz Company, LLC dba Veliz Construction El Paso, TX
Initial Term:	2 years
Option to Extend:	Three (3), one (1) year terms
Annual Estimated Award:	\$ 2,000,000.00



Initial Term Estimated Award: \$ 4,000,000.00 (2 years)  
Option Estimated Award: \$ 6,000,000.00 (3 years)  
Total Estimated Award: \$10,000,000.00 (5 years)

**Total Award:**

Annual Estimated Award: \$ 4,000,000.00  
Initial Term Estimated Award: \$ 8,000,000.00 (2 years)  
Option Estimated Award: \$12,000,000.00 (3 years)  
Total Estimated Award: \$20,000,000.00 (5 years)  
Account No.: Various  
Funding Source: 2019 Public Safety Bond, 2012 Quality of Life &  
Certificates of Obligation  
Districts: All

This is a Competitive Sealed Proposal, Requirement Contract.

The Purchasing & Strategic Sourcing and the Capital Improvement departments recommend award as indicated to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction the highest ranked offerors based on evaluation factors established 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.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 20, 2021  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director  
and City Engineer, (915) 212-1845  
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 7 – Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** 7.4 – Continue the strategic investment in City facilities and technology

**SUBJECT:**

Discussion and action on the award of solicitation 2021-0811 Job Order Contracting and Facilities Construction to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction. Each contract has an initial term of two (2) years for an estimated amount of \$4,000,000.00. Each contract also includes three (3), one (1) year options for an estimated amount of \$6,000,000.00. The length of each contract including the initial term plus options is five (5) years for an estimated contract amount of \$10,000,000.00.

**BACKGROUND / DISCUSSION:**

Job Order Contract is an indefinite-delivery indefinite-quantity (IDIQ) contract to perform maintenance, repair, alteration, renovation, remediation, or minor construction on City facilities. This contract is awarded on the basis of full and open competition and includes pre-established prices and a coefficient to be used for each task order issued under this contract. This contracting method eliminates the need to procure each project separately allowing some time efficiencies on the delivery of qualified construction projects.

The City has used Job Order Contracting through the Region 19 Cooperative for a number of renovation projects including recently completed and on-going renovations of library branches and the COVID Response Clinics. The Cooperative recently updated contract-pricing guidelines, which increased the cost of using the job order contracts above those that had been previously offered by the Cooperative. In addition, the Cooperative review process requires an up to four-week review of each task order thereby delaying the start of construction. In awarding City-only Job Order Contracts, the City is improving cost and schedule efficiencies of using this method of contracting.

The City intends to use these contracts primarily for the renovations of public safety facilities funded under the Public Safety Bond.

**SELECTION SUMMARY:**

Solicitation was advertised on February 2, 2021 and February 9, 2021. The solicitation was posted on City website on February 2, 2021. The email (Purmail) notification was sent out on February 4, 2021. There were ninety-two (92) viewers online; eleven (11) proposals were received; ten (10) from local suppliers.

**CONTRACT VARIANCE:**

N/A

**PROTEST**

A protest was received for this requirement and it was granted.



**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$8,000,000.00

Funding Source: 2019 Public Safety Bond, 2012 Quality of Life & Certificates of Obligation

Account: Various

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_\_X\_\_ YES \_\_\_ NO**

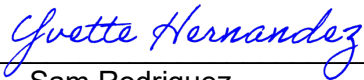
**PRIMARY DEPARTMENT:** Capital Improvement

**SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



Yvette Hernandez/ for Sam Rodriguez

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Sam Rodriguez

Chief Operations and Transportation Officer, Aviation Director and City Engineer



**COUNCIL PROJECT FORM  
(Competitive Sealed Proposal)**

\*\*\*\*\*POSTING LANGUAGE BELOW\*\*\*\*\*

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **July 20, 2021.**

**STRATEGIC GOAL 7: Enhance and Sustain El Paso's Infrastructure Network**

The linkage to the Strategic Plan is subsection 7.4 Continue the strategic investment in City facilities and technology

**Award Summary:**

Discussion and action on the award of solicitation 2021-0811 Job Order Contracting and Facilities Construction to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction. Each contract has an initial term of two (2) years for an estimated amount of \$4,000,000.00. Each contract also includes three (3), one (1) year options for an estimated amount of \$6,000,000.00. The length of each contract including the initial term plus options is five (5) years for an estimated contract amount of \$10,000,000.00. The award of the contracts will allow to perform maintenance, repair, alteration, renovation, remediation, or minor construction for City of El Paso facilities using the Job Order contract method.

Department:	Capital Improvement
Award to: Contractor 1	ALPHA BUILDING CORPORATION El Paso, TX
Initial Term:	2 years
Option to Extend:	Three (3), one (1) year terms
Annual Estimated Award:	\$ 2,000,000.00
Initial Term Estimated Award:	\$ 4,000,000.00 (2 years)
Option Estimated Award:	\$ 6,000,000.00 (3 years)
Total Estimated Award:	\$10,000,000.00 (5 years)
Award to: Contractor 2	Veliz Company, LLC dba Veliz Construction El Paso, TX
Initial Term:	2 years
Option to Extend:	Three (3), one (1) year terms
Annual Estimated Award:	\$ 2,000,000.00
Initial Term Estimated Award:	\$ 4,000,000.00 (2 years)
Option Estimated Award:	\$ 6,000,000.00 (3 years)
Total Estimated Award:	\$10,000,000.00 (5 years)
Total Award:	
Annual Estimated Award:	\$ 4,000,000.00
Initial Term Estimated Award:	\$ 8,000,000.00 (2 years)
Option Estimated Award:	\$12,000,000.00 (3 years)
Total Estimated Award:	\$20,000,000.00 (5 years)
Account No.:	Various
Funding Source:	2019 Public Safety Bond, 2012 Quality of Life & Certificates of Obligation
District(s):	All

This is a Competitive Sealed Proposal, Requirement Contract.

The Purchasing & Strategic Sourcing and the Capital Improvement departments recommend award as indicated to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction the highest ranked offerors based on evaluation factors established 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.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.



**COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET - Revised**  
 2021-0811 Job Order Contracting and Facilities Construction  
 Solicitation No. 2021-0811

Evaluation Factors		Maximum Points	Veliz Company, LLC (dba Veliz Contraction)	Alpha Building Corporation	Jordan Foster Construction LLC	Aztec Contractors, Inc.	Trane U.S. Inc.	Noble General Contractors, LLC	El Paso J.A.G., Inc.	Mirador Enterprises Inc.	Pride General Contractors, LLC	G. Sandoval Construction, Inc.	Globe Builders, LLC
Factor A: Coefficients		25	24.23	24.65	19.83	20.78	21.29	20.15	Non-responsive to all the requirements in the solicitation	Non-responsive to all the requirements in solicitation	Non-responsive to all the requirements in solicitation	Proposal not extended	Proposal not extended
Factor B - General Contractor Comparable Experience		20	18.11	18.55	19.17	18.83	11.89	6.66					
Factor C - Organizational Structure and Business Practices		25	21.67	20.33	19.33	18.66	17.00	17.89					
Factor D - Quality of Goods and Services		10	7.67	8.33	8.67	8.00	6.67	7.00					
Factor E - Safety Performance		10	9.33	9.33	9.33	7.00	8.33	9.33					
Factor F - Sample Project		10	9.33	9.00	9.33	8.67	9.00	7.33					
Total Points		100	90.34	90.19	85.66	81.94	74.18	68.36					
Ranking			1	2	3	4	5	6					

*Bruce D. Collins*  
 APPROVED: \_\_\_\_\_  
 Purchasing & Strategic Sourcing Director Date June 9, 2021

APPROVED: *[Signature]* 6/25/21  
 City Attorney Date

*Samuel Rodriguez*  
 APPROVED: \_\_\_\_\_  
 City Engineer Date 6-28-2021

*[Signature]*  
 APPROVED: \_\_\_\_\_  
 City Manager Date 06-30-2021





# CITY OF EL PASO Tabulation



<b>BID ITEM: Job Order Contacting and Facilities Construction</b> <b>BID DATE: March 3, 2021</b>					<b>BID #: 2021-0811</b> <b>DEPARTMENT: Capital Improvement</b>
		<b>Alpha Building Corporation</b>  El Paso, TX (1 of 11)	<b>Aztec Contractors, Inc.</b>  El Paso, TX (2 of 11)	<b>El Paso J.A.G., Inc.</b>  El Paso, TX (3 of 11)	<b>Globe Builders, LLC</b>  El Paso, TX (4 of 11)
<b>A. Pre-Priced Items (Unit Price Book) (Coefficients must be extended to three decimal places.)</b>					
1.	<b>Coefficient – Standard Working Hours</b>	1.090	1.329	0.850	1.482
2.	<b>Coefficient – Non-Standard Working Hours</b>	1.145	1.384	0.950	1.648
<b>B. Non-Pre-Priced Items</b>					
3.	<b>Coefficient</b>	1.240	1.329	1.150	1.268
<b>Amendments Acknowledged:</b>		Yes	Yes	No	Yes

**NOTE:** The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY:     /s/      
DATE: 3/14/21





# CITY OF EL PASO Tabulation



<b>BID ITEM: Job Order Contacting and Facilities Construction</b> <b>BID DATE: March 3, 2021</b>					<b>BID #: 2021-0811</b> <b>DEPARTMENT: Capital Improvement</b>
		<b>Jordan Foster Construction LLC</b> <b>El Paso, TX</b> <b>(5 of 11)</b>	<b>Mirador Enterprises Inc.</b>  <b>El Paso, TX</b> <b>(6 of 11)</b>	<b>Noble General Contractors, LLC</b> <b>El Paso, TX</b> <b>(7 of 11)</b>	<b>Pride General Contractors, LLC</b> <b>El Paso, TX</b> <b>(8 of 11)</b>
<b>A. Pre-Priced Items (Unit Price Book) (Coefficients must be extended to three decimal places.)</b>					
1.	<b>Coefficient – Standard Working Hours</b>	1.400	1.110	1.370	1.000
2.	<b>Coefficient – Non-Standard Working Hours</b>	1.463	1.160	1.430	1.150
<b>B. Non-Pre-Priced Items</b>					
3.	<b>Coefficient</b>	1.360	1.200	1.370	1.100
<b>Amendments Acknowledged:</b>		Yes	Yes	Yes	Yes

**NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.**

APPROVED BY:   /s/    
DATE: 3/14/21





# CITY OF EL PASO Tabulation



BID ITEM: Job Order Contacting and Facilities Construction

BID #: 2021-0811

BID DATE: March 3, 2021

DEPARTMENT: Capital Improvement

		G. Sandoval Construction, Inc. Las Cruces, NM (9 of 11)	Trane U.S. Inc. El Paso, TX (10 of 11)	Veliz Company, LLC (dba Veliz Contruction) El Paso, TX (11 of 11)	
A. Pre-Priced Items (Unit Price Book) (Coefficients must be extended to three decimal places.)					
1.	Coefficient – Standard Working Hours	1.160	1.280	1.145	
2.	Coefficient – Non-Standard Working Hours	1.180	1.350	1.156	
B. Non-Pre-Priced Items					
3.	Coefficient	1.160	1.350	1.154	
Amendments Acknowledged:		Yes	Yes	Yes	

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: /s/  
DATE: 3/14/21



## View List

### 2021-0811 Job Order Contracting and facilities Construction

	Name	Company
1	Garcia, Alejandro	A.G.'s Imperial Cons
2	HERNANDEZ, ADAN	AAA General Contract
3	Flores, Amada	Aim Construction Com
4	Alarcon, Diana	Alpha Building Corpo
5	Gomez, Priscilla	American Pavement Pr
6	Rugh, John	AMTEK
7	DIAZ, REBECA	AREDI Enterprises, L
8	Kalal, Shreyash	Aurigo Software Tech
9	Leanos, Nancy	Aztec Contractors In
10	Stresow, Adrian	Banes General Contra
11	Esparza, Isidoro	Basic IDIQ.Inc
12	Rodriguez, Roberto	BCR Construction Inc
13	Luna, Larry	Bella Luna Engineeri
14	Gentry, Layne	Beysa Safety Solutio
15	Black, Rick	Black Fire And Secur
16	Reyes, Carlos	Black Stallion Group
17	Barron, Michael	Blue Sky Supplies, L
18	Weatherly, Harold	BOXX Modular
19	burke, wiliam	Burke Insurance Grou
20	ORTIZ, CARMEN	C. ORTIZ CORP
21	Caballero, Luis	Caballero Electric C
22	Kyle, Bellomy	ConstructConnect
23	Gibson, Patty	construction Bid Sou
24	Exton, Pamela	Construction Journal
25	Wood, Jane	Construction Reporte
26	Deg, Maria	Contractors Register
27	HARRISON, MIKE	DEL MAR CONTRACTING,
28	Gomez, Jesus	Delta T LLC
29	Management, Source	Deltek
30	Ornelas, Pablo	Desert Contracting
31	Villela, Kathleen	Desert Grace Managem
32	Hudson, Brad	Direx Construction,



## View List

### 2021-0811 Job Order Contracting and facilities Construction

	Name	Company
33	GONZALEZ, ALEXANDER	DIVISION 7 LLC
34	Peggy, Koehn	Dodge Data
35	Soto, Daniel	DRS Rock Materials,
36	Escobedo, Mario	EGL Construction Inc
37	Castro, Patricia	El Paso JAG
38	Lujan, William	Elkins Electric
39	Dominguez, Luis	Enotsyek
40	Manuel, Avila	Escareño Remodel And
41	Johnson, Ron	Fulcrum Contracting
42	Banks, Archie	Globe Builders, LLC
43	Mulligan, Matthew	HB Construction
44	Mejia, Saul	Horizone Constructio
45	Balai, Rakesh	i- Sourcing Technolo
46	Gaynor, Shabron	IMS
47	Molina, Marcos	International Eagle
48	Concha, Joe	Iron Horse Electrica
49	Cervantes, Marlena	J. CARRIZAL GENERAL
50	Jose, Medina	JAN Construction
51	Myriam, Acosta	JCSS
52	Lowrance, Gloria	Jobe Materials, L.P.
53	Dominguez, Jose	Johnson Controls, In
54	Kim, Candee	Jordan Foster Constr
55	Campos, Jesus	Keystone Contractors
56	Guillen, Francisco	Keystone GC, LLC.
57	Gonzalez, Ruben	Lomeli and sons Land
58	Gonzalez, Rene	Martinez Bros. Contr
59	Rojas, Rojelio	Master Team USA llc
60	Tanzy, Russell	Mesa electrical cont
61	Dominguez, Adriana	Mirador Enterprises
62	Briseno, Fernando	Mission Trail Constr
63	Assad, Danny	Moreno Cardenas Inc.
64	Drapes, Michael	MTI Ready Mix



### View List

#### 2021-0811 Job Order Contracting and facilities Construction

	Name	Company
65	Nevarez, Christy	Noble General Contra
66	Diaz, Andrew	Perikin Enterprises
67	Regalado, Peter	Phoenix General Cont
68	Salgado, Ramon	Pride General Contra
69	Ortiz, Lupe	Prime Irrigation And
70	Jones, Kim	Prime Vendor Inc.
71	Morris, Bryan	RBM Engineeering, In
72	Ramirez, Mario	Rinker Materials
73	Valdespino, Carlos	Roman Construction
74	Murphy, John	RPM Automotive And C
75	Torres, Elizabeth	SigmCon
76	Bjornsson, Ron	Smartprocure
77	Simental, Tony	Synergy Temperature
78	Hernandez, Cecilia	The PlanIt Room
79	Plummer, Trey	Third Gen LLC DBA Tr
80	Diaz, Christian	TIA Facility Service
81	Hernandez, George	Trane U.S. Inc.
82	Stallard, Mike	Tri Con Works, LLC
83	Loera, Rudy	Vaughn Construction
84	Serrano, Victor	Veliz Construction
85	Ruiz, Erika	Vertex Contractors,
86	Olguin, Jeannette	Vitual Builders Exch
87	Austin, Fork	Wayne Enterprises
88	Hernandez, Manuel	WTX Construction LLC
89	Construction, Ztex	Ztex Construction In
90	Banquil, Lovely	
91	Watson, Frank	
92	Martinez, Jessica	





# JOB ORDER CONTRACTS

Solicitation No: 2021-811

July 20, 2021

*Strategic Plan Goal:  
No 2 Set Standard for a Safe and Secure City*



# Contract Details



<b>Location:</b>	<b>Citywide</b>
<b>District(s):</b>	<b>All</b>
<b>Contract Value:</b>	<b>Two Contracts Initial Term \$4M each; with options \$10M each</b>
<b>Contract Term:</b>	<b>Two Years with three one-year options</b>
<b>Funding Source:</b>	<b>2019 Public Safety Bond, Approved Capital Plans, Quality of Life</b>





3

# Job Order Contracting

- Texas Statute Title 10 Subtitle F Chapter 2269 Subchapter I allows governmental entities to use job order contracting (JOC) for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility.
- Used when the work is of a recurring nature but the delivery times, type, and quantities of work required are not specified.
- Task order costs are developed using a Unit Price Book, e.g., R.S. Means, 4BT, with a locality adjustment and an overhead coefficient.
- Generally reduces the time needed to procure construction services.







# Job Order Contracting

- City has used JOC through the Region 19 Cooperative; the Cooperative recently adopted the 4BT Unit Price Book making use of the Cooperative JOC less cost effective than when they were using R.S. Mean Price Book.
- Use of the Cooperative also requires a four week proposal review process; potentially delaying work that needs to be performed.
- City-specific JOC will improve cost effectiveness and schedules for planned projects.
- Plan to use City-specific contracts primarily for renovations of fire stations under the 2019 Public Safety Bond.





# Procurement Summary



- Request for Proposals advertised on February 2 and 9, 2021; Purmail notification February 4, 2021
  - ✓ There were 92 viewers on line; eleven (11) firms submitted proposals-ten (10) from local suppliers.
  - ✓ One protest was received and granted
- Offerors evaluated on price (coefficient), experience, organizational structure and business practices, quality of goods and services, safety performance, and response to sample project.



# Recommendation



- Offerors evaluated on price (coefficient), experience, organizational structure and business practices, quality of goods and services, safety performance, and response to sample project.
- Award contracts to the two highest ranked firms, Veliz Company LLC (dba as Veliz Construction) a local firm and Alpha Building Corporation (headquartered in San Antonio with a local office).



# THANK YOU







# Mission

Deliver exceptional services to support a high quality of life and place for our community



# Values

Integrity, **R**espect, **E**xcellence,  
**A**ccountability, **P**eople



# Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government





## Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

## Valores

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

## Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño





Legislation Text

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File #: 21-782, 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**

Capital Improvement Department, Sam Rodriguez, (915) 212-0065

Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

**Award Summary:**

Discussion and action on the award of Solicitation 2021-0509 Airport Rapid Transit Systems (RTS) to MIRADOR ENTERPRISES, INC. for an estimated award of \$1,355,574.24. The purpose of the project is to improve the existing local bus service in El Paso along the Montana Street corridor by adding a new bus rapid transit service route, as well as providing a pickup location for rideshare users. A new enclosed station at the El Paso International Airport will be constructed that will follow the development of the Montana Rapid Transit System (RTS), that will also provide a pickup location for rideshare users. The station will consist of a climate controlled building, pedestrian lighting, new sidewalks, landscaping, bicycle racks and artwork.

Department:	Capital Improvement
Award to:	MIRADOR ENTERPRISES, INC. El Paso, TX
Item(s):	Base Bid I, Base Bid II, Base Bid III and Base Bid IV
Initial Term:	182 Consecutive Calendar Days
Base Bid I:	\$1,173,364.79
Base Bid II:	\$ 21,249.83
Base Bid III:	\$ 75,792.14
Base Bid IV:	\$ 85,167.48
Total Estimated Award:	\$1,355,574.24
Funding Source:	2021 Certificate of Obligation/Federal Transit Administration
Account:	190/4746/38290/580270/PCP11MT050B 560/3210/38290/580270/PCP11MT050B
District(s):	3



This is a Competitive Sealed Proposal, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MIRADOR ENTERPRISES, INC. Negotiations with the highest ranked firm were unsuccessful and terminated. In accordance with the Competitive Sealed Proposal policy, after negotiation with the highest ranked firm were terminated the City initiated negotiation with the second highest ranked firm, MIRADOR ENTERPRISES, INC. Negotiation have been completed and a resultant contract successfully negotiated.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 20, 2021  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director  
and City Engineer, (915) 212-1845  
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

**DISTRICT(S) AFFECTED:** 3

**STRATEGIC GOAL:** 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 2021-0509 Airport RTS to MIRADOR ENTERPRISES, INC. for Base Bid I: \$1,173,364.79; Base Bid II: \$21,249.83; Base Bid III: \$75,792.14 and Base Bid IV: 25,429.32 for an estimated award of \$1,355,574.24.

**BACKGROUND / DISCUSSION:**

The purpose of the project is to improve the existing local bus service in El Paso along the Montana Street corridor by adding a new bus rapid transit service route, as well as providing a pickup location for rideshare users. A new enclosed station at the El Paso International Airport will be constructed that will follow the development of the Montana Rapid Transit System (RTS), that will also provide a pickup location for rideshare users. The station will consist of a climate controlled building, pedestrian lighting, new sidewalks, landscaping, bicycle racks and artwork.

**SELECTION SUMMARY:**

Solicitation was advertised on December 8, 2020 and December 15, 2020. The solicitation was posted on City website on December 8, 2020. The email (Purmail) notification was sent out on December 10, 2020. There were a total one hundred seventeen (117) viewers online; three (3) proposals were received; three (3) from local suppliers.

**CONTRACT VARIANCE:**

N/A

**PROTEST**

A protest was received for this requirement and it was denied.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$1,355,574.24

Funding Source: 2021 Certificate of Obligation/Federal Transit Administration

Account: 190/4746/38290/580270/PCP11MT050B

560/3210/38290/580270/PCP11MT050B



HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?   X   YES        NO

PRIMARY DEPARTMENT: Capital Improvement  
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*  
DEPARTMENT HEAD:

For Gvette Hernandez  
Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer



**COUNCIL PROJECT FORM  
(CSP)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **July 20, 2021**.

**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 2021-0509 Airport RTS to MIRADOR ENTERPRISES, INC. for an estimated award of \$1,355,574.24. The purpose of the project is to improve the existing local bus service in El Paso along the Montana Street corridor by adding a new bus rapid transit service route, as well as providing a pickup location for rideshare users. A new enclosed station at the El Paso International Airport will be constructed that will follow the development of the Montana Rapid Transit System (RTS), that will also provide a pickup location for rideshare users. The station will consist of a climate controlled building, pedestrian lighting, new sidewalks, landscaping, bicycle racks and artwork.

Department:	Capital Improvement
Award to:	MIRADOR ENTERPRISES, INC. El Paso, TX
Item(s):	Base Bid I, Base Bid II, Base Bid III and Base Bid IV
Initial Term:	182 Consecutive Calendar Days
Base Bid I:	\$1,173,364.79
Base Bid II:	\$ 21,249.83
Base Bid III:	\$ 75,792.14
Base Bid IV:	\$ 85,167.48
Total Estimated Award:	\$1,355,574.24
Funding Source:	2021 Certificate of Obligation/Federal Transit Administration
Account:	190/4746/38290/580270/PCP11MT050B 560/3210/38290/580270/PCP11MT050B
District(s):	3

This is a Competitive Sealed Proposal, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MIRADOR ENTERPRISES, INC. Negotiations with the highest ranked firm were unsuccessful and terminated. In accordance with the Competitive Sealed Proposal policy, after negotiation with the highest ranked firm were terminated the City initiated negotiation with the second highest ranked firm, MIRADOR ENTERPRISES, INC. Negotiation have been completed and a resultant contract successfully negotiated.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.



**COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET**

Airport RTS

Solicitation No. 2021-0509

Evaluation Factors	Maximum Points	Jordan Foster Construction, LLC	Mirador Enterprise Inc.	Noble General Contractors, LLC
Factor A - Offeror's Fee Proposal	30	\$ 1,651,200.00 24.63	\$ 1,355,574.24 30.00	\$ 1,623,000.00 25.06
Factor B - Offeror's Experience and Reputation	15	13.70	9.68	11.49
Factor C - Offeror's Quality Assurance/Control for this Project	10	8.75	8.75	6.50
Factor D - Offeror's Evaluation of Site	15	13.50	11.50	9.75
Factor E - Proposed Key Personnel and Qualifications	10	9.25	9.25	6.75
Factor F - Offeror's Job Site Safety Program	20	17.75	16.75	13.50
<b>Total Points</b>	<b>100</b>	<b>87.58</b>	<b>85.93</b>	<b>73.05</b>
	<b>Ranking</b>	<b>1</b>	<b>2</b>	<b>3</b>

*Bruce D. Collins*

APPROVED:

February 19, 2021

Purchasing & Strategic Sourcing Director

Date

*Michael J. Vonasek*

APPROVED:

Michael J. Vonasek, P.E.

For City Engineer

Date Assistant Director of Construction

3/11/2021

APPROVED:

2021.03.10

City Attorney

Date

APPROVED:

*Samuel Rodriguez*

City Manager  
for Tommy Gonzalez

Date

Chief Transportation and Operations Officer



**Bid Tab Summary**  
**2021-0509 Airport RTS**

	Contractor	Base Bid I	Base Bid II	Base Bid III	Base Bid IV	Total Amount
1	Jordan Foster Construction	\$1,326,275.00	\$37,700.00	\$130,230.00	\$156,995.00	\$1,651,200.00
2	Mirador Enterprise, Inc.	\$1,173,364.79	\$21,249.83	\$75,792.14	\$85,167.48	\$1,355,574.24
3	Noble General Contractors, LLC	\$1,416,000.00	\$42,000.00	\$126,000.00	\$39,000.00	\$1,623,000.00





**CITY OF EL PASO  
BID TABULATION FORM**



<b>BID TITLE: Airport RTS</b>		<b>BID NO: 2021-0509</b>	
<b>BID DATE: January 06, 2021</b>		<b>DEPARTMENT: Capital Improvement</b>	
	<b>Jordan Foster Construction, LLC</b>	<b>MIRADOR Enterprises, Inc.</b>	<b>Noble General Contractors, LLC</b>
	<b>El Paso, TX BIDDER 1 of 3</b>	<b>El Paso, TX BIDDER 2 of 3</b>	<b>El Paso, TX BIDDER 3 of 3</b>
<b>BASE BID I</b>	<b>\$1,326,275.00</b>	<b>\$1,173,364.79</b>	<b>\$1,416,000.00</b>
<b>BASE BID II</b>	<b>\$37,700.00</b>	<b>\$21,249.83</b>	<b>\$42,000.00</b>
<b>BASE BID III</b>	<b>\$130,230.00</b>	<b>\$75,792.14</b>	<b>\$126,000.00</b>
<b>BASE BID IV</b>	<b>\$156,995.00</b>	<b>\$85,167.48</b>	<b>\$39,000.00</b>
<b>SUM TOTAL BASE BID I, BASE BID II, BASE BID III, AND BASE BID IV</b>	<b>\$1,651,200.00</b>	<b>\$1,355,574.24</b>	<b>\$1,623,000.00</b>
<b>ADDITIVE ALTERNATE I</b>	<b>\$6,625.00</b>	<b>\$25,429.32</b>	<b>\$16,000.00</b>
<b>AMENDMENTS ACKNOWLEDGED:</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>
<b>BID BOND SUBMITTED:</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>



**2021-0509 Airport RTS  
Views List**

	Name	Company
1	Valerio, Rosa	360 Clean
2	Iarriva-johnson, maija	3-form
3	HERNANDEZ, ADAN	AAA General Contract
4	Gallegos, Mari	Abescape
5	Counts, Tim	Accent Landscape Con
6	Dittmar, Mark	Access Communication
7	Magdaleno, Jesus	Allen Concrete Inc.
8	Gomez, Priscilla	American Pavement Pr
9	Rugh, John	AMTEK
10	Naidu, Jan	Annapurna Solutions
11	Olivas, Abelardo	AO General Contracto
12	Clarke, Kimberly	Atlantic Aviation
13	Raj, Shiva	AWOS Tenders Service
14	Shane, Coler	Aztec Contractors
15	Fraire, Julio	B.F. Builders Group,
16	Black, Rick	Black Fire And Secur
17	Luna, Hector	Black Stallion Contr
18	Acosta, David	Border Demolition An
19	Hessney, Steve	Bowen Industrial Con
20	Aguilar, Francisco	Burman
21	Concha, David	CEA Group
22	Kyle, Bellomy	ConstructConnect
23	Gibson, Patty	construction Bid Sou
24	Exton, Pamela	Construction Journal
25	Wood, Jane	Construction Reporte
26	Deg, Maria	Contractors Register
27	Oney, Hilary	CSA Constructors
28	Jessiman, Scott	DAndH United Fueling
29	Mondello, Shannon	Dantex General Contr
30	HARRISON, MIKE	DEL MAR CONTRACTING,
31	Management, Source	Deltek
32	Ornelas, Pablo	Desert Contracting
33	Villela, Kathleen	Desert Grace Managem
34	Hudson, Brad	Direx Construction,
35	GONZALEZ, ALEXANDER	DIVISION 7 LLC
36	Peggy, Koehn	Dodge Data
37	Loganathan, Jayalakshmi	Dodge Data And Analy
38	Soto, Daniel	DRS Rock Materials,
39	banda, Emilio	dsi
40	Alshouse, Aaron	Dustrol Inc.
41	Baca, Ricardo	El Paso Bid Deposito
42	Castro, Patricia	El Paso JAG
43	Soto, Lorena	El Paso Sanitation S
44	Velazquez, Joshua	Empire welding And F



## 2021-0509 Airport RTS

### Views List

45	David, James	F.T. James Construct
46	Montes, Gabriel	FastRope, LLC
47	Jaramillo, Jorge	Fulcrum Contracting
48	Salazar, Victor	GCC Sun City Materia
49	Bonifaci, Emily	Geometrics Engineeri
50	Gomez, Jesu	Gomez Concrete
51	Jorge, Ojeda	HAWK
52	Mulligan, Matthew	HB Construction
53	Trujillo, Henry	Henry Trujillo Inc
54	McDavitt, Adam	Hensel Phelps Constr
55	Maldonado, Mariana	Horizone Constructio
56	Rosario, Edwin	Hypower Inc.
57	Balai, Rakesh	i- Sourcing Technolo
58	Gaynor, Shabron	IMS
59	Leppert, Sean	Interstate Sealant a
60	Concha, Joe	Iron Horse Electrica
61	Morrison, Vanessa	ITForP
62	Cervantes, Marlena	J. CARRIZAL GENERAL
63	Kincaid, Kenneth	J.D. Abrams L.P.
64	Pinon, Jose	JAR Construction
65	FERNANDEZ, ALFONSO	JD Abrams
66	Soto, Mauro	JMR Demolition
67	Lowrance, Gloria	Jobe Materials, L.P.
68	Figueroa, Joseph	Jordan Foster Constr
69	LAC, Construction	LAC Construction
70	Hernandez, Carlos	Lesna Construction,
71	Gonzalez, Ruben	Lomeli and sons Land
72	Servin, Lucia	lservin@luciaservin.
73	Martinez, Heriberto	Martinez Bros. Contr
74	Solis, Francisco	Martinez Bros. Lands
75	Tanzy, Russell	Mesa electrical cont
76	Lopez, Jose	Mirador
77	Ortiz, Cano	Mr.
78	Drapes, Michael	MTI Ready Mix
79	Rey, Nohemi	Noble General Contra
80	Sigala, Fernando	Paragon Project Reso
81	arzaga, jesus	pmi
82	Ortiz, Lupe	Prime Irrigation And
83	Jones, Kim	Prime Vendor Inc.
84	Anderson, Trent	PSI, Inc.
85	Choe, Jose	Quickbook
86	Downing, Raymond	R.C. Downing And Ass
87	Morris, Bryan	RBM Engineeering, In
88	Gribler, Amber	Rummel Construction,



2021-0509 Airport RTS		
Views List		
89	Bjornsson, Ron	Smartprocure
90	ALLEN, STEVE	SPARTAN CONSTRUCTION
91	Jorge, Ruiz	Stewart And Stevenso
92	Kirk, Yoshida	Strategic Partnershi
93	Riccillo, Joseph	Sundt Construction
94	PORRAS, ADRIAN	SUNLIGHT ENTERPRISES
95	Acosta, Arami	Synergy Project Cons
96	Construction, Texas	Texas Construction
97	Hernandez, Cecilia	The PlanIt Room
98	Diaz, Christian	TIA Facility Service
99	Motta, Alejandro	Tri-State Electric,
100	travis, Juan	twelve stars constru
101	Loera, Rudy	Vaughn Construction
102	Serrano, Victor	Veliz Construction
103	Maynez, Alejandra	VEMAC
104	Ruiz, Erika	Vertex Contractors,
105	Silva, Basilio	Vistacon Ventures
106	Olguin, Jeannette	Vitua Builders Exch
107	Austin, Fork	Wayne Enterprises
108	Davis, Teri	Wilson And Company
109	Garcia, Mark	Win Supply
110	Acosta, German	Zayza Irrigation And
111	Royo, Joaquin	ZTEX Construction I
112	Martinez, Jessica	
113	Hernandez, Alberto	
114	Bid Docs, SW	
115	Banquil, Lovely	
116	Quintero, Juan	
117	Watson, Frank	





# Airport RTS Construction Contract Award

Solicitation 2021-0509



# SCOPE OF WORK

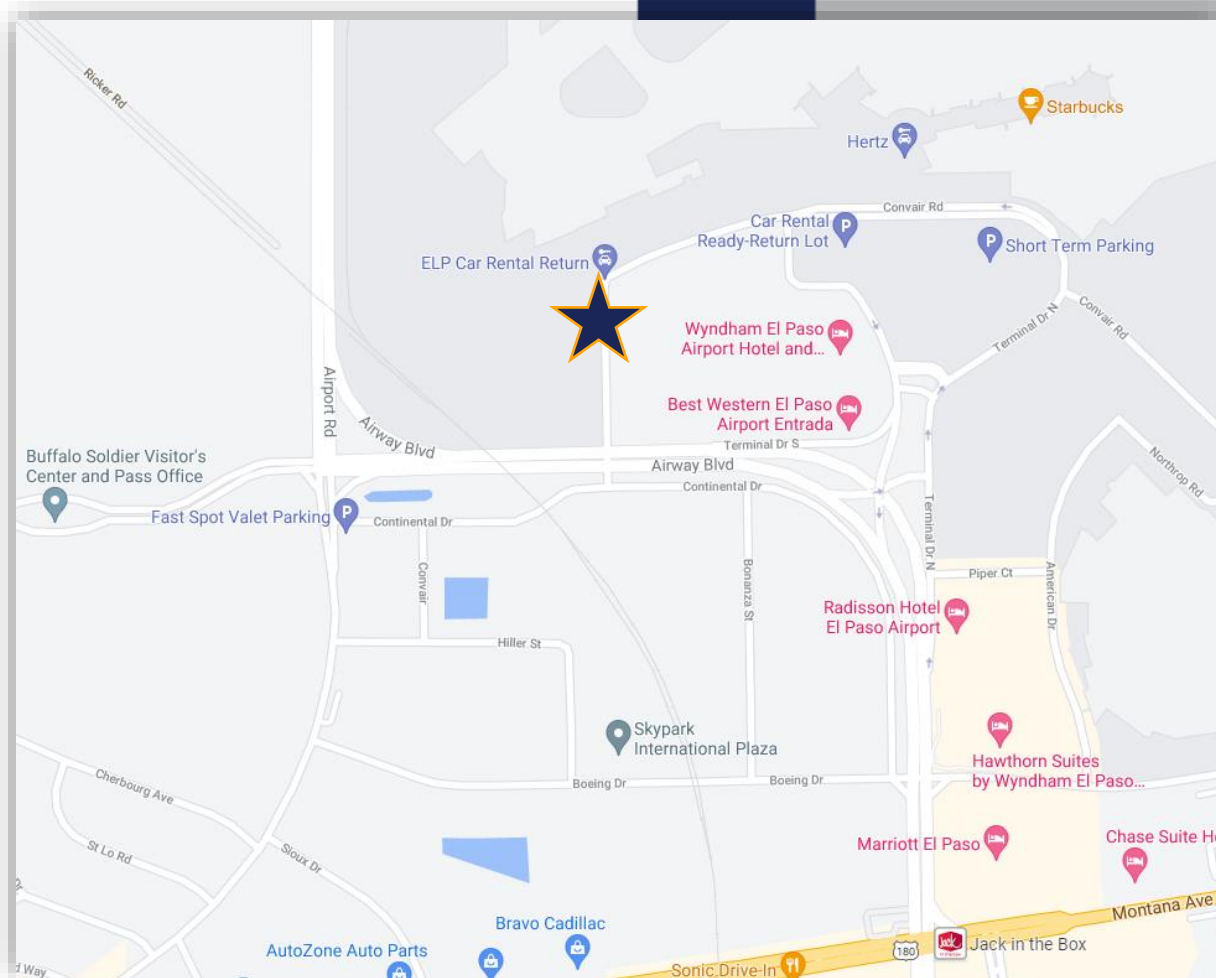
A new enclosed station at the El Paso International Airport will be constructed that will follow the development of the Montana Rapid Transit System (RTS). The station will consist of a **climate controlled building, pedestrian lighting, new sidewalks, landscaping, bicycle racks and artwork.**





# PROJECT LOCATION

- **El Paso International Airport on Convair Road in front of the ConRAC**





# PROCUREMENT SUMMARY

- **Bid**
  - **Solicitation advertised on December 8 and December 15, 2021**
  - **3 firms submitted bids, 3 local vendors**
- **Recommendation**
  - **To award the construction contract to MIRADOR ENTERPRISES, INC, for an estimated award of \$1,355,574.24**

**Funding Source:**

**Federal Transit  
Administration (FTA)**

**2021 Certificate of  
Obligation**





# THANK YOU



## 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





Legislation Text

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File #: 21-673, 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

Planning and Inspections, Andrew Salloum, (915) 212-1603

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

An Ordinance granting Special Permit No. PZST21-00004, to allow for a 40' Ground-Mounted Personal Wireless Service Facility on the property described as a portion of Lot 1, Block 1, Centre Court Subdivision, 5901 Upper Valley Road, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.455 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. **THIS IS AN APPEAL.**

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: 5901 Upper Valley Road

Applicants: Romano & Associates, LLC.

PZST21-00004



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** June 22, 2021  
**PUBLIC HEARING DATE:** July 20, 2021

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Andrew Salloum, (915) 212-1603

**DISTRICT(S) AFFECTED:** District 1

**STRATEGIC GOAL:** #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.1 Provide business friendly permitting and inspection processes  
3.2 Improve the visual impression of the community

**SUBJECT:**

An Ordinance granting Special Permit NO. PZST21-00004, to allow for a 40' Ground-Mounted Personal Wireless Service Facility on the property described as a portion of Lot 1, Block 1, Centre Court Subdivision, 5901 Upper Valley Road, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.455 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. **THIS IS AN APPEAL.**

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: 5901 Upper Valley Road  
Applicants: Romano & Associates, LLC.  
PZST21-00004

**BACKGROUND / DISCUSSION:**

The applicant is requesting a special permit to allow for the placement of a new ground-mounted personal wireless service facility (PWSF) in the R-2 (Residential) zone district as required by El Paso City Code Section 20.10.455. City Plan Commission recommended 4-1 to deny the proposed special permit on April 8, 2021. As of June 14, 2021, the Planning Division received 2 phone calls, petition with 58 signatures, and 13 letters via email in opposition to the special permit request. Four people spoke in opposition to the request via the virtual meeting. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES \_\_\_ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division  
**SECONDARY DEPARTMENT:** N/A

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



Philip F. Etiwe – Planning and Inspections Director

Revised 04/09/2021



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST21-00004, TO ALLOW FOR A 40' GROUND-MOUNTED PERSONAL WIRELESS SERVICE FACILITY ON THE PROPERTY DESCRIBED AS A PORTION OF LOT 1, BLOCK 1, CENTRE COURT SUBDIVISION, 5901 UPPER VALLEY ROAD, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.455 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**WHEREAS**, APC Towers III, LLC, in its capacity as authorized agent for Rey De Reyes Evangelical Free Church has applied for a Special Permit under Section 20.04.320 of the El Paso City Code to allow for a ground-mounted Personal Wireless Service Facility (PWSF) that is 40-foot tall and is required to be camouflaged as a steeple along with a 35' by 45' walled equipment enclosure; and,

**WHEREAS**, the Section 20.10.455 allows for a ground-mounted personal wireless service facility by Special Permit; 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 denial 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-2 (Residential)** Zone District: A portion of Lot 1, Block 1, Centre Court Subdivision, 5901 Upper Valley Road, City of El Paso, El Paso County, Texas; and as more particularly described by metes and bounds on the attached **Exhibit "A"**; 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 a ground-mounted 40-foot tall personal wireless service facility, which is required to be camouflaged as a steeple along with a 35' by 45' walled equipment enclosure, on the property described in Paragraph 1 of this Ordinance; and,



3. That this Special Permit is issued subject to the development standards in **R-2 (Residential)** District regulations and is subject to the approved Detailed Site Development Plan, attached hereto as **Exhibit "B"**, 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. PZST21-00004** shall be subject to automatic termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and the City can avail itself of any and all legal or equitable remedies provided to it under law; 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 \_\_\_\_\_ of \_\_\_\_\_, 2021.

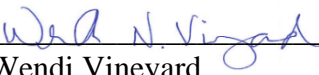
**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leoser  
Mayor


**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Wendi Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department



## AGREEMENT

APC Towers III, LLC, in its capacity as authorized agent for Rey De Ryes Evangelical Free Church, (Property Owner) 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-2 (Residential)** District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 9th day of JUNE, 2021.

**OWNER:**

**Mike Gallagher, Senior Director of Development**  
**APC Towers III, LLC**

## ACKNOWLEDGMENT

STATE OF NORTH CAROLINA )  
 )  
 WAKE COUNTY )

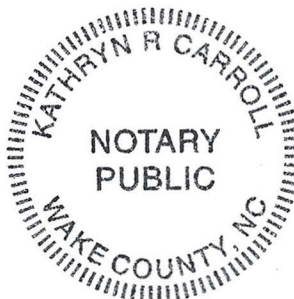
This instrument is acknowledged before me on this 9<sup>TH</sup> day of JUNE, 2021, by **APC Towers III, LLC for Rey De Reyes Evangelical Free Church**, as property owner.

Kathryn R. Carrole  
Notary Public, State of North Carolina

KATHRYN R. CARROLL  
Printed or Typed Name

My Commission Expires:

22-61-11





## EXHIBIT A

### LEASE AREA

A PORTION OF LOT 1, BLOCK 1, CENTRE COURT SUBDIVISION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 70, PAGE 32, PLAT RECORDS OF EL PASO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" BRASS CAP AT THE APPARENT SOUTHEASTERLY TERMINUS OF AL SMITH LANE, FROM WHICH A 3" BRASS CAP AT THE APPARENT CENTERLINE INTERSECTION OF AL SMITH LANE AND LETTICIA LANE BEARS NORTH NORTH 52°14'34" WEST, 597.03 FEET; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 80°48'07" EAST, 205.33 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01°48'18" EAST, 15.00 FEET; THENCE SOUTH 88°32'04" EAST, 59.10 FEET; THENCE SOUTH 01°27'56" WEST, 35.00 FEET; THENCE NORTH 88°32'04" WEST, 45.00 FEET; THENCE NORTH 01°27'56" EAST, 20.00 FEET; THENCE NORTH 88°32'04" WEST, 14.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 1787 SQUARE FEET OR 0.04 ACRES MORE OR LESS.



03/03/2021



# EXHIBIT B

## PROJECT SUMMARY

**PROPERTY OWNER:** REY DE REYES EVANGELICAL FREE CHURCH  
5901 UPPER VALLEY ROAD  
EL PASO, TX 79932

**TOWER OWNER:** APC TOWERS  
8601 SIX FORKS RD, SUITE 250  
RALEIGH, NC 27615

**APPLICANT:** VERIZON WIRELESS  
126 W. GEMINI DR  
TEMPE, AZ 85283

**SURVEYOR:** AMBIT CONSULTING  
410 E. SOUTHERN AVE.  
TEMPE, AZ 85282

**JURISDICTION:** CITY OF EL PASO  
801 TEXAS AVE.  
EL PASO, TX 79901

**COUNTY:** EL PASO COUNTY

**OCCUPANCY:** UNMANNED

**TAX ID PIN:** C33899900100100

**SITE COORDINATES:** 31.870528, -106.610556  
(NAD 83)

**GROUND ELEVATION:** 3,753.5' AMSL

PLANNING & INSPECTIONS DEPARTMENT  
PLANNING DIVISION  
DETAILED SITE DEVELOPMENT PLAN  
APPROVED BY CITY COUNCIL



**DATE:** 6/9/21  
**APPLICANT:** Kevin Smith  
**EXECUTIVE SECRETARY, CITY PLAN COMMISSION**

**CITY MANAGER**

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY  
BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES  
TO THE CLIENT IS STRICTLY PROHIBITED.



**APC SITE NAME:** RIO RICO

**VERIZON SITE NAME:** ELP RIO RICO

**SITE ADDRESS:** 5901 UPPER VALLEY ROAD  
EL PASO, TEXAS 79932

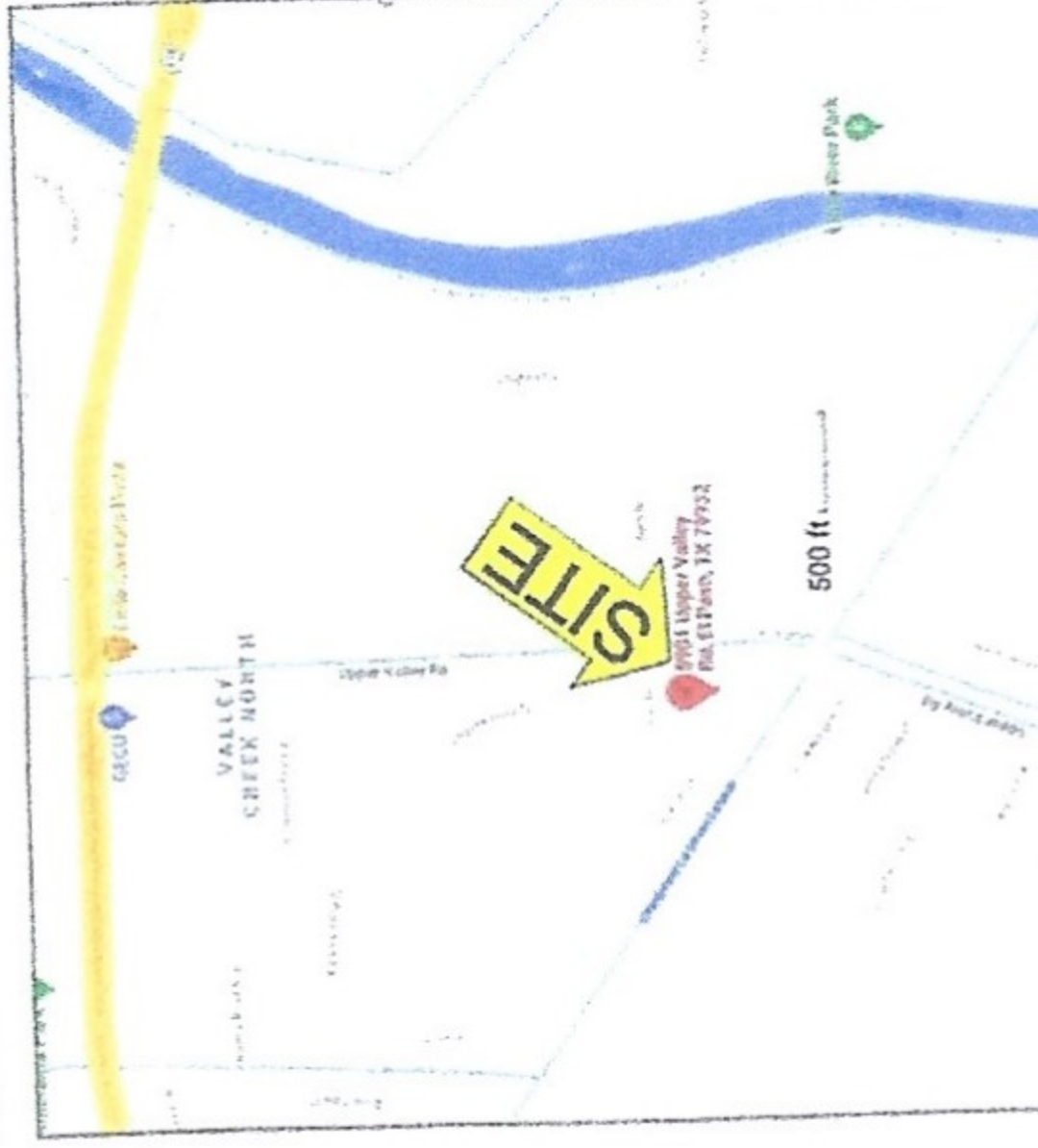
**PROJECT TYPE:** 40' GROUND-MOUNTED  
PERSONAL WIRELESS  
SERVICE FACILITY

## VICINITY MAP



NOT TO SCALE

## LOCATION MAP



NOT TO SCALE

## DRIVING DIRECTIONS

FROM EL PASO AIRPORT :  
TAKE AIRWAY BLVD. TO I-10. TURN RIGHT ON FRONTAGE ROAD AND MERGE ONTO I-10  
WEST. TAKE EXIT 8 ARTCRAFT ROAD. TURN LEFT ON ARTCRAFT. TURN LEFT ON UPPER  
VALLEY ROAD. SITE IS ON WEST SIDE OF UPPER VALLEY ROAD AFTER APPROX. 0.5 MILES

**SHEET SCALE FACTOR:**  
PLOT SIZE:  
11"x17" - 70 SCALE  
24"x36" - 2X SCALE AS NOTED



## SHEET INDEX

NO.	DESCRIPTION
T-1	TITLE SHEET
C-1	OVERALL SITE PLAN
C-2	DETAILED SITE PLAN
C-3	PROPOSED NORTH ELEVATION

## PROJECT DESCRIPTION:

### APC TOWERS SCOPE OF WORK:

- 40' TALL STEEPLE
- 35' x 45' COMPOUND W/ 6' STUCCO WALL TO MATCH EXIST STUCCO WALL
- H-FRAME W/ MULTI-METER MODULE, TELCO/FIBER BOX & GROUNDING SYSTEM

### VERIZON SCOPE OF WORK:

- EQUIPMENT CABINETS ON 4'x8' CONCRETE PAD
- ANTENNAS, RADIOS, AND CABLES INSIDE TOWER
- H-FRAME

## CODE COMPLIANCE

\*ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.  
2015 INTERNATIONAL BUILDING CODE (IBC)  
2015 INTERNATIONAL MECHANICAL CODE (IMC)  
2017 NATIONAL ELECTRIC CODE (NEC)

## APPROVALS

CONSTRUCTION	DATE
SITE ACQUISITION	DATE
ZONING	DATE
NETWORK	DATE
OPERATIONS	DATE



CLEAR WATER  
COMMUNICATIONS, INC.  
5327 TIMBER TRAIL  
SAN ANTONIO, TEXAS 78228  
clearwaterengineering@yahoo.com  
FIRM REGISTRATION NUMBER:  
P-4080

A/E PROJECT #:	TX-1475
DRAWN BY:	CMB
CHECKED BY:	MH

## REVISIONS

NO.	DATE	DESCRIPTION
1	02-13-2021	ZONING SET



APC SITE ID: TX-1475 RIO RICO

VERIZON SITE ID: ELP RIO RICO

SITE ADDRESS:

5901 UPPER VALLEY ROAD  
EL PASO, TEXAS 79932

DESIGN TYPE:  
PROPOSED  
40' STEEPLE

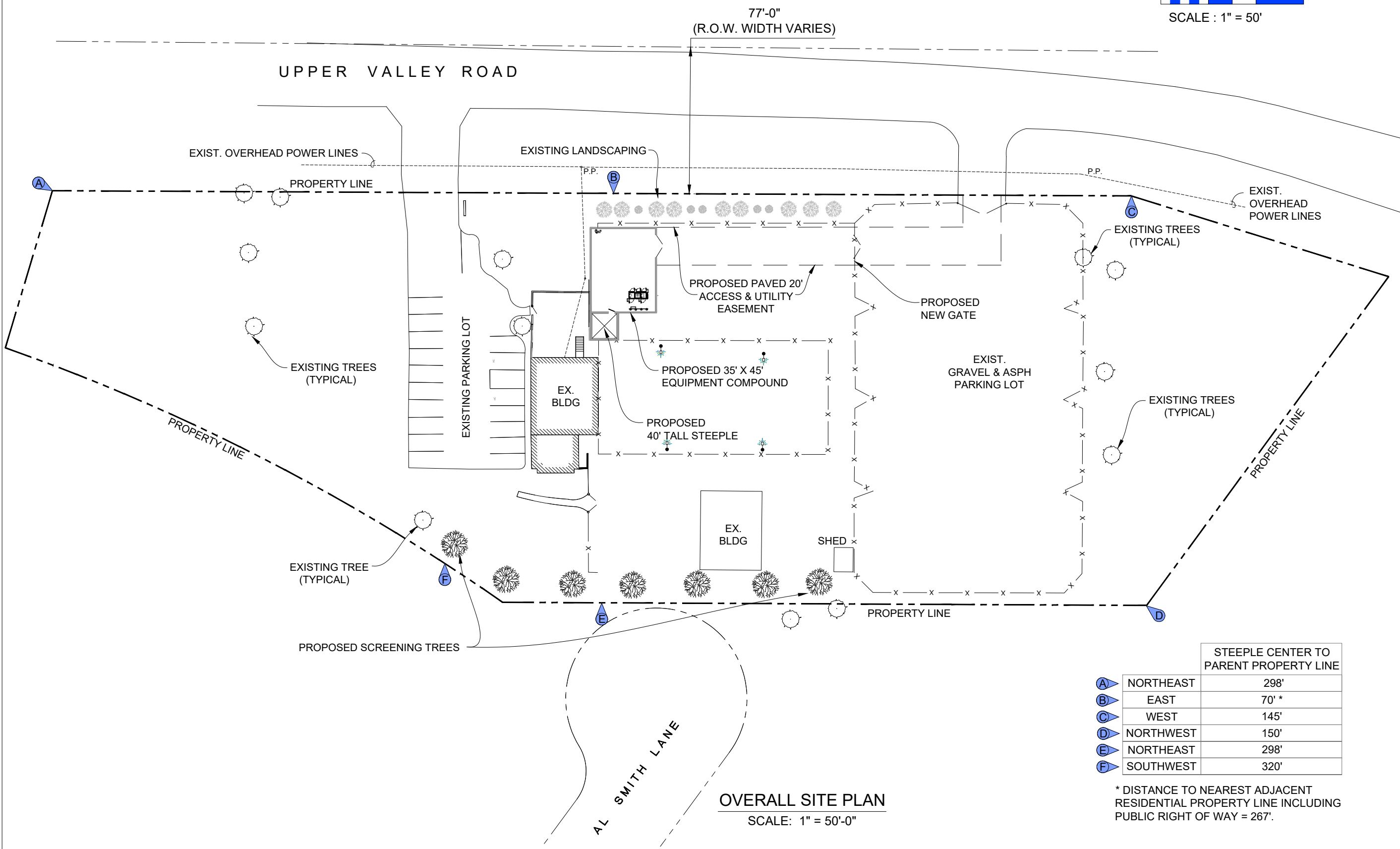
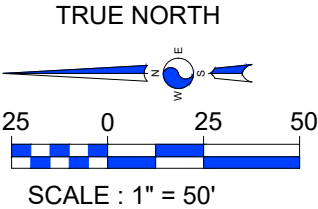
SHEET TITLE:  
TITLE SHEET

SHEET NO.: T-1  
REVISION: 0



NOTE:  
PROPOSED ACCESS DRIVEWAY AND  
ROAD SHALL BE PAVED AND MEET  
CITY OF EL PASO STANDARDS.

NEWMEXAS DRAIN  
120' R.O.W.



OVERALL SITE PLAN  
SCALE: 1" = 50'-0"

STEEPLE CENTER TO PARENT PROPERTY LINE		
A	NORTHEAST	298'
B	EAST	70' *
C	WEST	145'
D	NORTHWEST	150'
E	NORTHEAST	298'
F	SOUTHWEST	320'

\* DISTANCE TO NEAREST ADJACENT  
RESIDENTIAL PROPERTY LINE INCLUDING  
PUBLIC RIGHT OF WAY = 267'.

**APC Towers**  
8601 SIX FORKS RD, SUITE 250  
RALEIGH, NC 27615  
PH: (919) 324-1943

**verizon wireless**  
4821 EUBANK NE  
ALBUQUERQUE, NEW MEXICO 87111

**CLEAR WATER COMMUNICATIONS, INC.**  
5327 TIMBER TRAIL  
SAN ANTONIO, TEXAS 78228  
clearwaterengineeringinc@yahoo.com  
FIRM REGISTRATION NUMBER:  
F-4080

A&E PROJECT #:	TX-1475
DRAWN BY:	CMB
CHECKED BY:	MH

REVISIONS		
Δ	03-30-2021	SHEET FLOW ADD
Δ	02-13-2021	ZONING SET
NO.	DATE	DESCRIPTION



APC SITE ID:  
**TX-1475 RIO RICO**

VERIZON SITE ID:  
**ELP RIO RICO**

SITE ADDRESS:  
**5901 UPPER VALLEY ROAD  
EL PASO, TEXAS 79932**

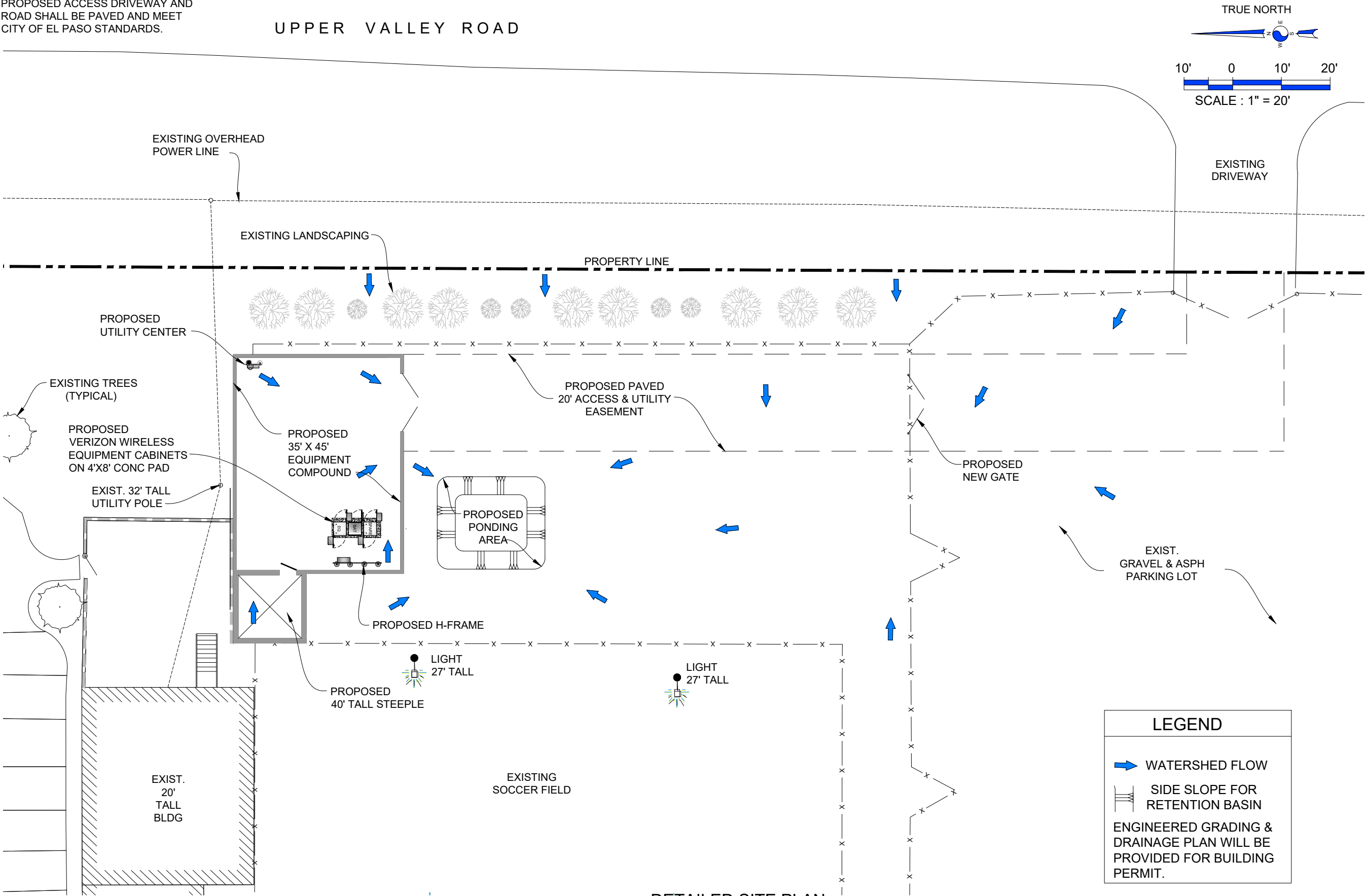
DESIGN TYPE:  
**PROPOSED  
40' STEEPLE**

SHEET TITLE:  
**OVERALL  
SITE PLAN**

SHEET NO. <b>C-1</b>	REVISION: <b>0</b>
-------------------------	-----------------------



NOTE:  
PROPOSED ACCESS DRIVEWAY AND  
ROAD SHALL BE PAVED AND MEET  
CITY OF EL PASO STANDARDS.



DETAILED SITE PLAN  
SCALE: 1" = 20'-0"

**APC Towers**  
8601 SIX FORKS RD, SUITE 250  
RALEIGH, NC 27615  
PH: (919) 324-1943

**verizon wireless**  
4821 EUBANK NE  
ALBUQUERQUE, NEW MEXICO 87111

**CLEAR WATER COMMUNICATIONS, INC.**  
5327 TIMBER TRAIL  
SAN ANTONIO, TEXAS 78228  
clearwaterengineeringinc@yahoo.com  
FIRM REGISTRATION NUMBER:  
F-4080

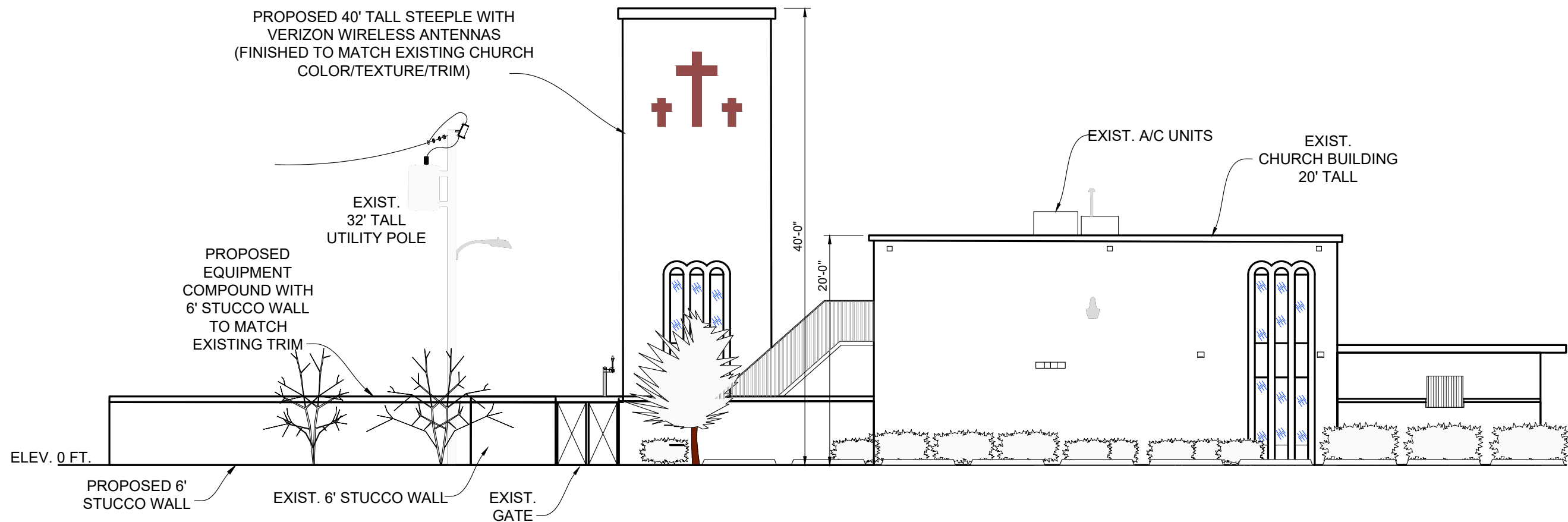
A&E PROJECT #:	TX-1475
DRAWN BY:	CMB
CHECKED BY:	MH

REVISIONS		
NO.	DATE	DESCRIPTION
1	03-30-2021	SHEET FLOW ADD
2	02-13-2021	ZONING SET

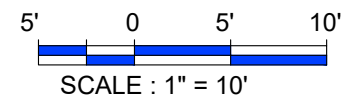


APC SITE ID:	TX-1475 RIO RICO
VERIZON SITE ID:	ELP RIO RICO
SITE ADDRESS:	5901 UPPER VALLEY ROAD EL PASO, TEXAS 79932
DESIGN TYPE:	PROPOSED 40' STEEPLE
SHEET TITLE:	DETAILED SITE PLAN
SHEET NO.	C-2
REVISION:	0





PROPOSED NORTH ELEVATION  
SCALE: 1" = 10'-0"



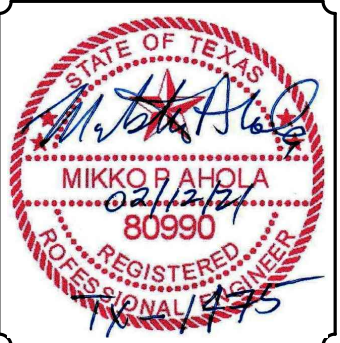
**APC Towers**  
8601 SIX FORKS RD, SUITE 250  
RALEIGH, NC 27615  
PH: (919) 324-1943

**verizon wireless**  
4821 EUBANK NE  
ALBUQUERQUE, NEW MEXICO 87111

**CLEAR WATER COMMUNICATIONS, INC.**  
5327 TIMBER TRAIL  
SAN ANTONIO, TEXAS 78228  
clearwaterengineeringinc@yahoo.com  
FIRM REGISTRATION NUMBER:  
F-4080

A&E PROJECT #:	TX-1475
DRAWN BY:	CMB
CHECKED BY:	MH

REVISIONS		
NO.	DATE	DESCRIPTION
1	03-30-2021	SHEET FLOW ADD
2	02-13-2021	ZONING SET



APC SITE ID:	TX-1475 RIO RICO
VERIZON SITE ID:	ELP RIO RICO
SITE ADDRESS:	5901 UPPER VALLEY ROAD EL PASO, TEXAS 79932
DESIGN TYPE:	PROPOSED 40' STEEPLE
SHEET TITLE:	PROPOSED NORTH ELEVATION
SHEET NO.	C-3
REVISION:	0



## **APPEAL TO THE CITY COUNCIL**

April 22, 2021

Honorable Mayor and City Council  
City of El Paso  
801 Texas Avenue  
El Paso, TX 79901

**RE: PZST21-00004 APC Towers/Verizon Wireless PWSF at 5901 Upper Valley Road**

Honorable Mayor and City Council:

Our firm represents APC Towers, LLC (the "Applicant"). After a public hearing held on April 8, 2021, the City Plan Commission denied Applicant's request for Special Permit for a Ground-Mounted Personal Wireless Service Facility in an R-2 zone at 5901 Upper Valley Road legally described as:

**A portion of Lot 1, Block 1, Centre Court, City of El Paso, El Paso County, Texas**

Applicant hereby requests the City Council to review the decision of the City Plan Commission and consider the request set out above. I am attaching a letter setting forth the reasons for believing their decision to be in error.

Sincerely,



Nicholas Romano  
Romano & Associates, LLC  
8100 Wyoming Blvd. NE #M4-167  
Albuquerque, NM 87113  
(505) 750-0735  
Agent For Applicant

**Filed with City Clerk's Office via e-mail on: April 22, 2021**



April 22, 2021

Honorable Mayor and City Council  
City of El Paso  
801 Texas Avenue  
El Paso, TX 79901

**RE: PZST21-00004 APC Towers/Verizon Wireless PWSF at 5901 Upper Valley Road**

Honorable Mayor and City Council:

Our firm represents APC Towers III, LLC (the “Applicant”) regarding the application for a Special Permit for the construction of a Ground-Mounted Personal Wireless Service Facility (“PWSF”) at 5901 Upper Valley Road. At its April 8, 2021, meeting, the City Plan Commission voted to deny the Special Permit for the proposed PWSF. To date, no the reason for denial has been provided. By way of this letter, the applicant formally appeals this decision pursuant to Chapter 20.04.260.D of the municipal code, on the grounds that the City Plan Commission did not properly apply the criteria specified within the code itself for evaluating such requests.

The proposed PWSF is needed to eliminate a significant gap in reliable wireless coverage in the surrounding neighborhoods. As set forth in the engineering statements and maps provided with the application, there are no existing wireless facilities in service within more than 1.5 miles in any direction of the subject property. Since there are no existing facilities or structures which could be utilized to improve coverage in this area, a new ground-mounted PWSF (constructed by APC Towers) has been proposed at the church located at 5901 Upper Valley Road.

The City’s new forward-thinking Ordinance No. 019059, adopted May 12, 2020, and the new PWSF Policy Guide, was adopted to safeguard and ensure responsible deployment of wireless services across the city, in particular in residential neighborhoods. This PWSF was developed and designed in accordance with these new regulations and, as indicated in the Staff Report, meets their requirements in spirit and in letter. The application also addresses all of the requirements necessary for the approval of a Special Permit from Chapter 20.04.320.D of the municipal code. The applicant is aware of the concerns of residents in the area regarding the proposed development and has taken measures to address those concerns including the installation of landscaping to screen the facility from view, minimizing the height of the structure, and situating it such that it appears as an integral part of the church. It is worth noting that all properties in the Upper Valley, including the very few commercially-zoned properties, are surrounded by single-family residences. As such, there is no alternative property within at least 1 mile of the subject property that would not also be immediately adjacent to a single-family residence. Considering the measures the applicant has taken to integrate the proposed development into the existing use of the property, there is no reason to suspect a detrimental effect on any adjacent properties.

The Plan El Paso notes, when discussing the Upper Valley, “As development pressure increases in the valley over time, a simple ‘no growth’ scenario is not likely to be practical. Growth will likely eventually come to the valley, and as such it should be planned for.” Part of this planning should include personal wireless service facilities which will provide essential communication services in El Pasoans’ homes where it is no longer simply luxury or a convenience. The best way to accommodate this necessity in residential areas is to encourage



their placement on properties with non-residential/institutional uses such as schools, care facilities and churches where they can be integrated into the existing uses in a complimentary way. In addition, such wireless sites should be designed for shared use by future providers which are certain to come as the Upper Valley continues to grow. We believe the proposed development at 5901 Upper Valley Road meets all of these criteria in addition to the requirements set forth in the code, and for these reasons the applicant requests that the Council decide to approve the applicant's request for Special Permit.

We appreciate your consideration of this appeal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nich', with a stylized flourish at the end.

Nicholas Romano  
Agent for Applicant



# 5901 Upper Valley Road

City Plan Commission — April 8, 2021 **(REVISED)**



**CASE NUMBER:** PZST21-00004  
**CASE MANAGER:** Andrew Salloum, (915)212-1603, SalloumAM@elpasotexas.gov  
**PROPERTY OWNER:** Rey De Reyes Evangelical Free Church  
**APPLICANT:** APC Tower III, LLC. And Cellco Partnership d/b/a/ Verizon Wireless  
**REPRESENTATIVE:** Romano & Associates, LLC.  
**LOCATION:** 5901 Upper Valley Road (District 1)  
**PROPERTY AREA:** 0.04-acre  
**EXISTING ZONING:** R-2/c/sp (Residential/condition/special permit)  
**REQUEST:** Special Permit to allow for a new ground-mounted Personal Wireless Service Facility (PWSF) in R-2 zone district  
**RELATED APPLICATIONS:** None  
**PUBLIC INPUT:** Received 2 phone calls, petition with 58 signatures, and 13 letters via email in opposition

**SUMMARY OF REQUEST:** The applicant is requesting a special permit to allow for the placement of a new ground-mounted personal wireless service facility (PWSF) in the R-2 (Residential) zone district as required by El Paso City Code Section 20.10.455.

**SUMMARY OF STAFF RECOMMENDATION:** Staff recommends approval of the special permit for a Personal Wireless Service Facility (PWSF) in R-2 (Residential) zone district. The proposal meets all the requirements of 20.10.455 PWSF, 20.04.320 Special Permit, and 20.04.150, Detailed Site Development Plan.



Figure A. Subject Property & Immediate Surroundings



**DESCRIPTION OF REQUEST:** The applicant is requesting a special permit to allow for the placement of a new ground-mounted personal wireless service facility (PWSF) in the R-2 (Residential) zone district as required by El Paso City Code Section 20.10.455. The site plan shows a 1,575 sq. ft. lease area for a 40 ft. high structure with antennas and service equipment enclosure. The antennas and support structure will be camouflaged to resemble a steeple to match existing church color, texture, and trim, in accordance with the low-visibility facility design criteria in Section 20.10.455.F(1.9). Additionally, a 35' by 45' walled equipment enclosure is proposed with the equipment being screened with a 6 ft. stucco wall at the edge of the property adjacent to a driveway. The new tower is also providing space for collocation in the future. The proposed PWSF meets all setback and height requirements for location in an R-2 (Residential) district. There are no other PWSF facilities within one-half mile of the subject property. A maintenance access easement off a private driveway within the subject property proposed from Upper Valley Road.

**PREVIOUS CASE HISTORY:** On February 8, 2018, City Plan Commission (CPC) reviewed and recommended denial of special permit to allow for a new 60 ft. ground-mounted personal wireless service facility. The antennas and support structure be camouflaged to resemble a stealth cross-tower, while the equipment be screened with a wrought iron fence at the edge of the property adjacent to a driveway. At the CPC meeting, one individual spoke in opposition to the special permit request. The Planning Division received 5 phone calls, 6 letters, and a petition with 83 signatures in opposition to the request. The applicant appealed the denial recommendation to City Council and on April 17, 2018, City Council denied the special permit request.

<b>COMPLIANCE WITH PERSONAL WIRELESS SERVICE FACILITY REQUIREMENTS (20.10.455)</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
Ground-mounted PWSF antenna support structures and appurtenant equipment storage facilities are permitted by special permit with the following restrictions: a. Setbacks. i. A setback of three feet for each foot of height, measured from the PWSF antenna support structure base to any abutting property line of property in a residential or apartment zoning district, shall be required. In the case where a right-of-way or easement separates the property from a residential or apartment district, the width of such right-of-way or easement shall be included in meeting the setback requirement; provided, however, the setback from any abutting property line of property in a residential or apartment district shall never be less than one foot for each foot of height, measured from the PWSF antenna support structure base.	Yes. The proposed PWSF meets the setback requirement includes right-of-way and easement of the R-2 zone district.
c. Separation Between PWSF Antenna Support Structures. The minimum separation distance between ground-mounted PWSF antenna support structures shall be one-half mile.	There are no other PWSFs within one-half mile buffer of the subject property.
G. All ground-mounted PWSF located in residential and apartment zoning districts shall be camouflaged. Camouflaging is a method of disguising or concealing the appearance of an object by changing its usual color, modifying its shape, or locating it in a structure that complements the natural setting, existing and surrounding structures. In the context of this section, camouflaging includes, but is not limited to, making PWSF antenna support structures resemble man-made trees, locating PWSF antenna support structures in bell steeples or clock towers, or on similar alternative-design mounting structures.	The PWSF is a proposed 40 ft. tall steeple with wireless antennas finished to match existing church color, texture, and trim on the church property.



i. Screening Fence. A six-foot high screening wall or fence of other than chain-link shall be constructed around the base of a PWSF antenna support structure to provide for security	The PWSF is proposed 6 ft. concrete masonry unit wall with stucco wall to match existing trim.
j. Access Driveway. The access driveway and off-street parking space for use by maintenance vehicles shall be paved as approved by the building official.	A maintenance access easement off a private driveway within the subject property proposed from Upper Valley Road.

<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 maximum height for the R-2 District is 35 feet. The applicant is seeking the special permit to allow for a tower height of 40 feet, as is permitted per [code reference] provided that Low Visibility Design Standards are met and space for future colocation is provided. The detailed site development plan demonstrates that those standards are met.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes, the requests comply with the recommendations of <i>Plan El Paso</i> and the G-4 designation.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes, access to the driveway and on-street parking will be from Upper Valley Road, the improved minor 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, the proposed design of the development is compatible with the existing building on the site. Construction will comply with building permit and construction requirements.
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 development will comply with landscaping ordinance requirements.
7. The proposed development is compatible with adjacent structures and uses.	Yes, this proposed development is consistent with the existing R-2 (Residential) to the surrounding areas.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes, the proposed redevelopment is similar in intensity and scale to surrounding development.

<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>
<b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property: <u><b>G-4 Suburban (Walkable)</b></u> 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.	Yes. The subject property, and the proposed development for it, meet the intent of the G-4, Suburban (Walkable) Future Land Use Map designation.



<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>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site: <b>R-2 (Residential)</b> The purpose of these 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.	Yes. PWSF is permitted in the R-2 District with special permit approval and the proposal meets all dimensional requirements.
<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.	N/A, the property is not located within any historic districts or specially designated areas.
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	No adverse effects anticipated. The uses and development configurations are already existing and are similar to other properties in the surrounding areas.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	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 and the proposed development is compatible with the existing single-family zoning and uses of the surrounding properties.
<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 proposed development is within an older, stable area of the city comprised of single-family properties previously rezoned from R-F throughout the years.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access to the subject property is proposed from Upper Valley Road, which is designated a minor arterial. It is adequate to serve the proposed development.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No objections to proposed special permit. There were no adverse comments received. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

**PUBLIC COMMENT:** The subject property lies within the boundaries of the Upper Valley Neighborhood Association was notified prior to submittal of the Special Permit Application. Public notices were mailed to property owners within 500 feet on March 26, 2021. As of April 8, 2021, the Planning Division received 2 phone calls, petition with 58 signatures, and 13 letters via email in opposition to the special permit request.



**RELATED APPLICATIONS:** 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 has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

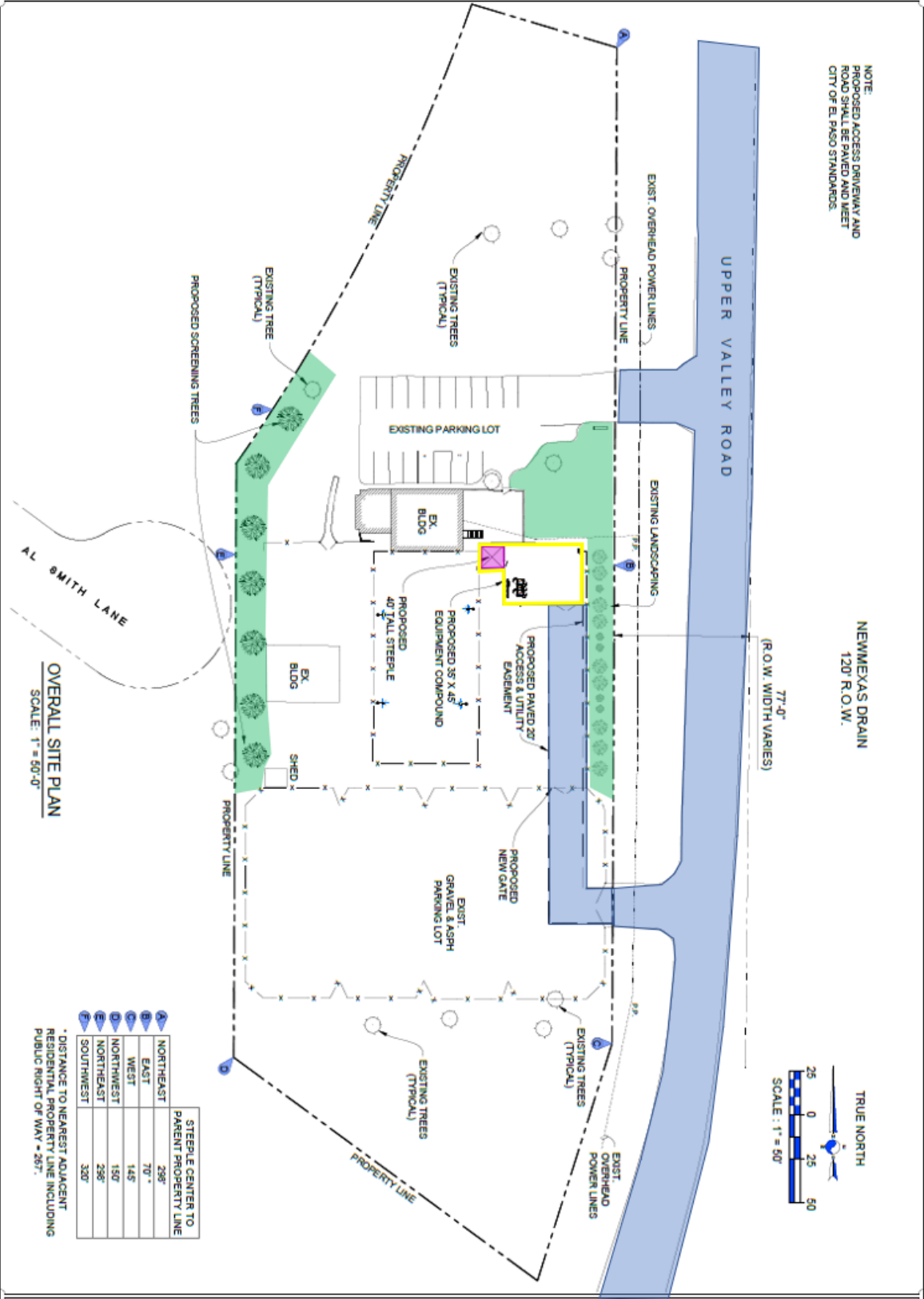
1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
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:**

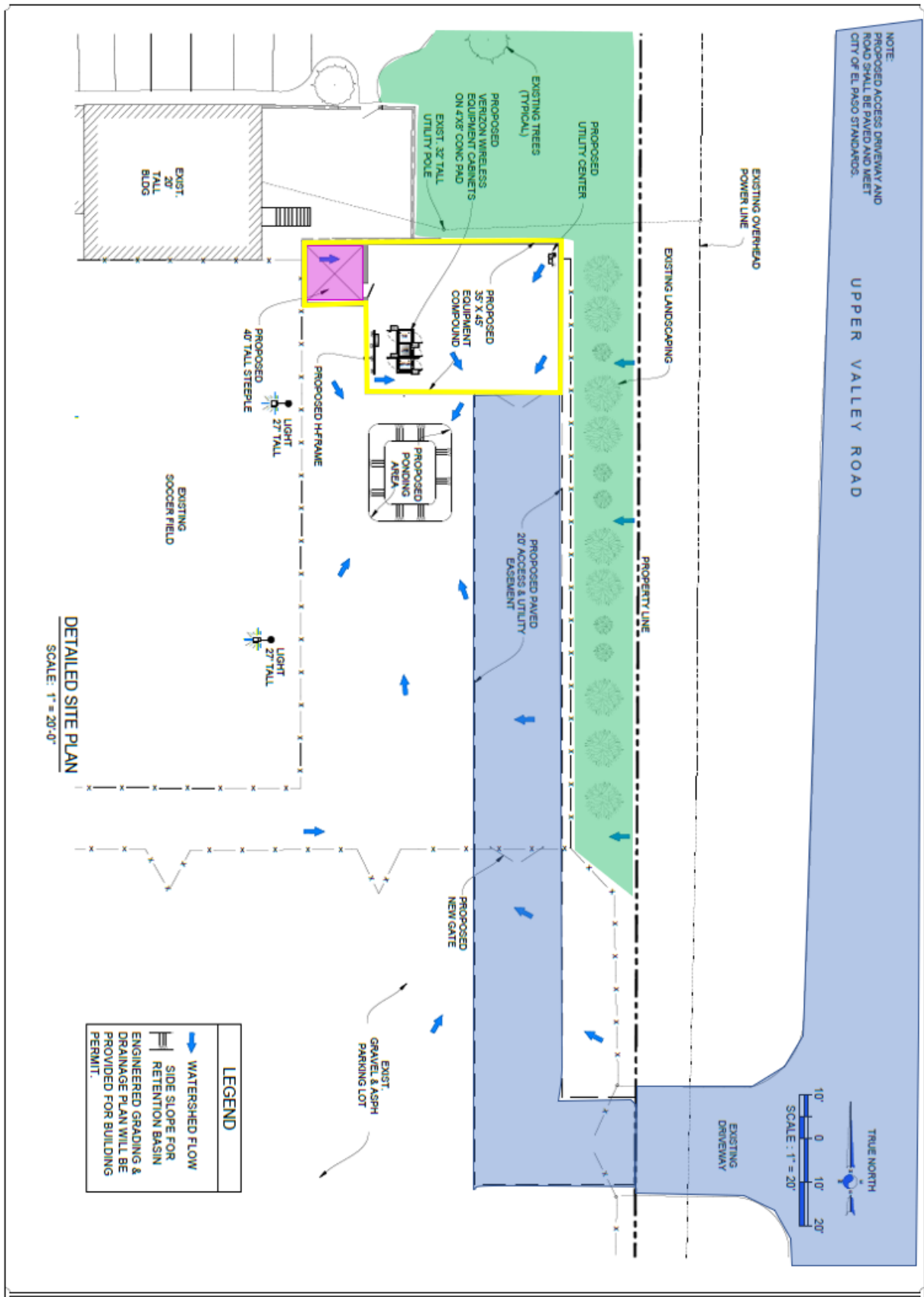
1. Detailed Site Plan
2. Simulation Photos
3. Project Propose Statement
4. Future Land Use Map
5. Department Comments
6. Neighborhood Notification Boundary Map
7. Letters via email in opposition
8. Petition with 58 signatures in opposition
9. Applicant's Presentation



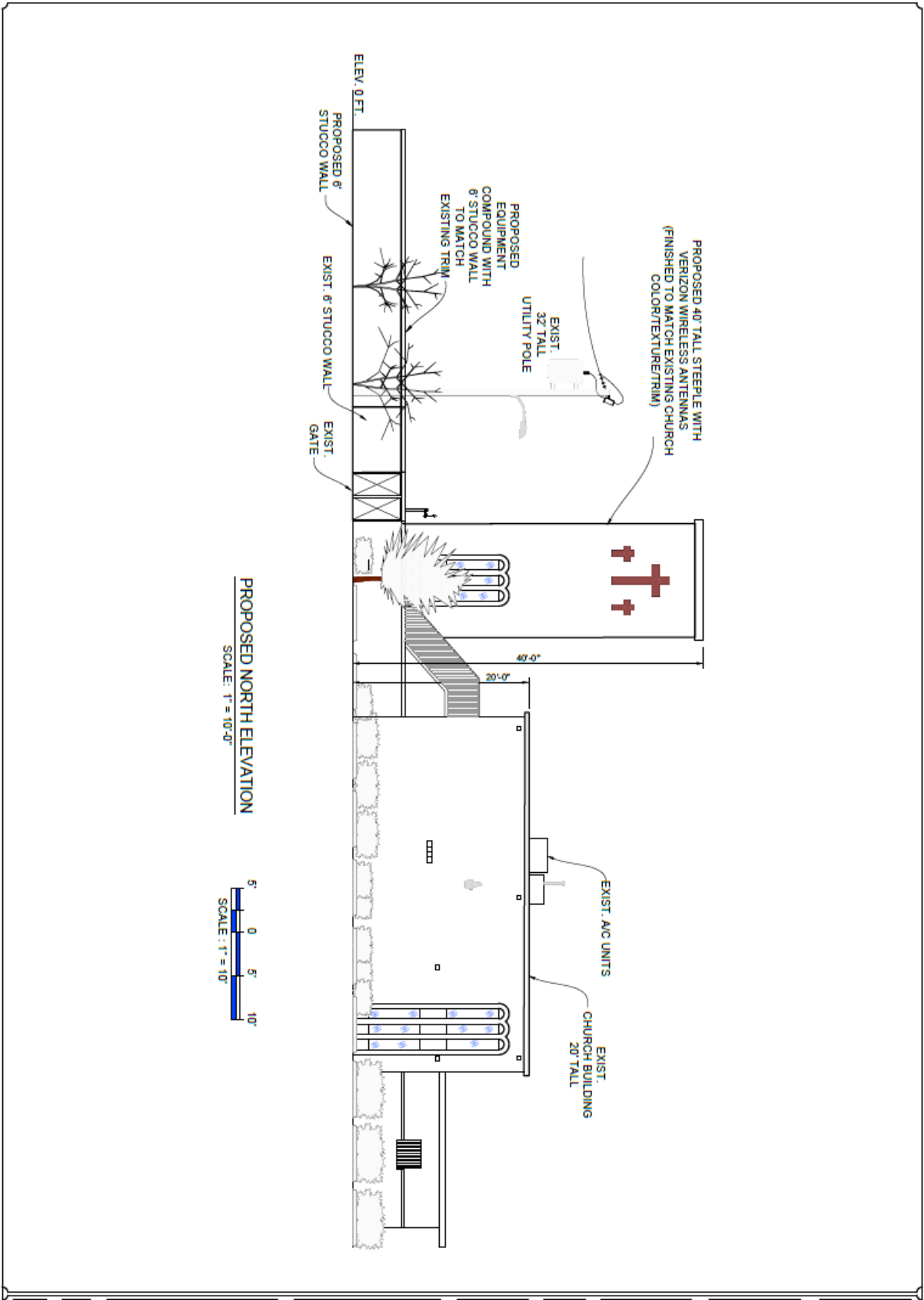
# ATTACHMENT 1













## ATTACHMENT 2

















# **ATTACHMENT 3**

February 23, 2021

Andrew Salloun  
City of El Paso Planning & Inspections Department  
801 Texas Avenue  
El Paso, TX 79901

**RE: APC Towers/Verizon Wireless PWSF at 5901 Upper Valley Road**

Dear Mr. Salloun:

Please accept this letter as an overview of the application submitted by APC Towers III, LLC and Verizon Wireless to install a Ground-Mounted PWSF at 5901 Upper Valley Road. APC Towers proposes to construct a 40' ground-mounted PWSF camouflaged as a steeple along with a 35' by 45' walled equipment enclosure as depicted in the accompanying engineering drawings and photo simulations. Verizon Wireless would install its antennas inside the structure behind concealment screens with the church's cross logo and also place radio equipment cabinets on the ground within APC's enclosure.

The purpose of this facility is to enhance Verizon's network coverage and capacity in the surrounding area since there are no nearby sites existing within more than one mile. The growth of wireless traffic in residential areas in El Paso has left the existing neighboring network sites with insufficient capacity to adequately service this area creating a significant gap in reliable wireless service in the vicinity of the proposed facility which has been exacerbated by the COVID-19 pandemic and the "work from home" culture which appears to be a permanent social shift. This gap impacts residents, workers, and commuters this neighborhood. Please refer to the Significant Gap Statement and accompanying coverage maps prepared by RF Engineer Steven Kennedy for a more detailed explanation of the need for this facility.

This PWSF was developed and designed in accordance with City Ordinance No. 019059, adopted May 12, 2020, and the new PWSF Policy Guide. Due to the unique network needs and specific geographic area described and depicted in the aforementioned Significant Gap Statement and coverage maps, there are no viable colocation or roof-mount options for a PWSF within 500 feet of the subject parcel or anywhere in the engineering area of need. We were able to confirm with El Paso Electric Joint Use department that the steel transmission poles along Artcraft are not an option for a facility-mounted attachment. In addition, this area is comprised solely of residential properties, although the parcel in question is a non-residential use. In the interest of exhausting all alternate possibilities to meet the spirit of the new ordinance as well as address neighbor concerns, the nearest commercial properties located more than 0.5 miles to the north and 1.6 miles to the south were analyzed for viability. The results indicated that a site at either of these locations would not eliminate the need for a site elsewhere in the residential areas along Upper Valley Road. Since a PWSF somewhere in this exclusively residential area is inevitably needed, the proposed facility at 5901 Upper Valley road is the least intrusive means of addressing a real network need which Verizon and undoubtedly other service providers have.

From a design standpoint, the proposed PWSF meets the spirit and letter of the regulations and Policy Guide. The subject property is currently the site of the Rey de Reyes Evangelical Christian Church. The proposed steeple design will complement this existing use since it is proportional to the 20' church height and incorporates identical architectural features such as arches and crosses. The 40' height does exceed the 35' limit spelled out in the ordinance, however the additional 5' in height is allowable since the structure meets the definition of "low-visibility facility" (i.e. antennas will not be visible, the materials and color match the existing buildings on the property, and the steeple function complements the church). It is worth noting that church steeples, belfries and spires are permitted uses in all zones without limitation on height. The structure meets the required 3:1 setbacks from all



adjacent residential properties when factoring in the width of Upper Valley Road and the New Mexas Drain rights-of-way. In addition, this particular structure design will permit the addition of a future wireless carrier in the almost certain eventuality that one also needs to enhance service in this rapidly growing area. A solid block wall with matching finish and landscaping to screen from east and west sides of the property are also elements that incorporate the facility into the property in accordance with the Policy Guide.

The requirements necessary for the approval of a Special Permit from Chapter 20.04.320.D of the municipal code are listed below with an explanation as to how this application fulfills each one:

*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; complies with any special standards applicable to the particular type of development being proposed, or to the particular area in which the development is proposed; complies with any special approvals required in connection with such development or area;*

As outlined above, the proposed facility complies with all requirements of the code related to Personal Wireless Service Facilities.

*2. The proposed development is in accordance with and in furtherance of the plan for El Paso, any special neighborhood plans or policies adopted by the city regarding the development area, or any approved concept plan;*

The Plan El Paso explicitly emphasizes infrastructure throughout as a foundation for the modern, livable, attractive city El Paso has become and strives to improve. Robust wireless infrastructure should be considered an integral factor in achieving this goal. Wireless coverage is now on par with such essentials as safety, schools, and proximity to work, shopping and entertainment to prospective homebuyers. “Smart” device ownership is almost universal across all demographic segments, but ownership and usage is especially prevalent especially among younger generations. El Paso is a young city, with almost 50% of the population below the age of 34 (median age 33), and this reality is reflected in the Plan El Paso which makes a priority of cultivating an image of “innovation” and promoting development that is “attractive to young college educated people.” It is important to recognize that broadband wireless coverage is a requirement to fulfilling this goal. In addition, if we take the ideals of the Plan El Paso to their long-term fulfillment—a walkable city where residents live, work, and play in compact mixed-use neighborhood units—then strong wireless service in these areas will be all the more vital. Therefore, the proposed PWSF falls in line with the overarching philosophy of community development set forth in the City’s comprehensive plan. It will strengthen much-needed wireless coverage in the Upper Valley and provides for shared use by future providers which will inevitably arrive.

*3. The proposed development is adequately served by and will not impose an undue burden upon the public improvements and rights-of-way by which it will be served or benefited, or which exist or are planned for installation within its boundaries or their immediate vicinity. A traffic impact study may be required to determine the effects of the proposed development on the public rights-of-way;*

The proposed facility, once constructed, only requires service/maintenance visits approximately once per month. Access is via an existing driveway to the property. As such, there will be no impact on traffic.



*4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development;*

The proposed development is located physically as far away as possible from all adjacent properties and the antenna structure is set back 145 feet from the nearest adjacent (west) residential property line, more than 3 times its height. As described above, the facility was specifically engineered to complement the existing use of the property in terms of location, proportion, style and color, and the applicant took measures to screen the facility from view with landscaping to further mitigate any perceived negative impact.

*5. The design of the proposed development mitigates substantial environmental problems;*

The facility will comply with all local, state, and federal environmental regulations. No environmental problems are anticipated as a result of this development. The applicant conducted a pre-screen of the property in relation to the National Environmental Policy Act and found that the property is not located in any officially designated wilderness area, wildlife preserves, or flood plain and the project does not require any significant surface feature changes. The project is unlikely to impact the habitat of any federal listed animal or plant species and should not affect migratory birds since the facility is less than 200 feet in height, does not employ guy wires, and does not employ lighting of any kind.

*6. The proposed development provides adequate landscaping and/or screening where needed to reduce visibility to adjacent uses;*

Landscaping above and beyond the City minimum requirements to screen the facility from view is proposed both along the right-of-way and at the back of the property adjacent to neighboring homes.

*7. The proposed development is compatible with adjacent structures and uses;*

By camouflaging the structure as a church steeple/belfry, the proposed development is compatible with the existing church use of the property. This design is similar to other facilities which have been approved at churches across the City. Steeples, belfries, and spires are a permitted use in residential zones without limitation on height.

*8. The proposed development is not materially detrimental to the enjoyment or valuation of the property adjacent to the site.*

There is no objective evidence to demonstrate that the proposed PWSF would have any material detrimental effect on the enjoyment or valuation of adjacent properties. APC Towers conducted an informal survey of the assessed values of single-family residential properties adjacent to camouflaged PWSFs built in El Paso over the past few years and could not identify any pattern. In some cases values went up after a site was built, while in others the value went down. Furthermore, one can argue that enhanced wireless coverage in a residential area actually improves property values and makes the area more attractive to young professionals, as mentioned above.

The proposed PWSF's operation does not present a nuisance or generate any traffic, and its design meets all City criteria which exist to mitigate any adverse effect including camouflage, height, and



setbacks. The applicant has situated the proposed development in the middle of the property, where it is at least 140' from all adjacent neighbors, chosen a design compatible with the existing church use, and included landscaping to screen it further from view. The presence of this low-visibility facility should not materially affect the enjoyment of neighboring properties by their owners.

The applicant is aware of the concerns of residents in the area regarding the proposed development and the potential impact, aesthetic or otherwise, it might have on their community. In a scenario such as this, where all alternatives have been exhausted, the only technically feasible and commercially reasonable option remaining is a new ground-mounted facility on a residentially-zoned parcel. If the mere existence of a PWSF adjacent to a single-family home is grounds to consider it materially detrimental, then enforcement of the City's wireless regulations would have an acutely prohibitive effect on the deployment and provision of wireless services across the entire Upper Valley, which currently lacks existing wireless infrastructure all together. It is worth noting that all properties in the Upper Valley, including the very few commercially-zoned properties, are surrounded by single-family residences. As such, there is no alternative location within at least 1 mile of the subject property that would not also be immediately adjacent to a single-family residence. Ironically, it is the preponderance of such single-family cluster developments (which are encouraged in the Plan El Paso) that drive the need for improved wireless service in the area due to heightened customer density. Considering the measures the applicant has taken to integrate the proposed development into the existing use of the property and screen it from neighbors, there is no reason to suspect a detrimental effect on any adjacent properties.

The Plan El Paso notes, when discussing the Upper Valley, "As development pressure increases in the valley over time, a simple 'no growth' scenario is not likely to be practical. Growth will likely eventually come to the valley, and as such it should be planned for." Part of this planning should include personal wireless service facilities which will provide essential communication services in El Pasoans' homes where it is no longer simply luxury or a convenience. The COVID-19 pandemic has made this a reality now more than ever. The City has already addressed the best way to accommodate this necessity in residential areas with its revised and updated regulations which encourage designs that integrate into the existing land uses, complement the aesthetic of the neighborhood, and are suitable for shared use by future providers which are certain to come as the Upper Valley and other residential areas across the City continue to grow. We believe the proposed development at 5901 Upper Valley Road meets all of these criteria in addition to the requirements set forth in the code, and for these reasons the applicant requests that the Council decide to approve the applicant's request for Special Permit.

APC Towers and Verizon Wireless appreciate the City's consideration of this application and look forward to presenting it to the Plan Commission and City Council.

Sincerely,



Nicholas Romano  
Romano & Associates, LLC  
Authorized Agent



# ATTACHMENT 4





# **ATTACHMENT 5**

## **Planning and Inspections Department – Planning Division**

No objections to the special permit request.

## **Planning and Inspections Department – Plan Review**

Recommended approval.

## **Planning and Inspections Department – Landscaping Division**

Recommended approval.

## **Planning and Inspections Department – Land Development**

1. It is not currently in the effective 100 year flood zone, but it is in the preliminary maps which are not effective yet. It is only a recommendation to consider the future 100 year BFE flood depth in designing a safe elevation for any proposed electrical equipment which is susceptible to water damage.
2. Label general wireless antennae range specs such as MHz\_ GHz\_ Watts\_ mW.

Note: the comments will be addressed at time of permitting stage.

## **Street and Maintenance Department**

No objections to the special permit.

For all improvements to be in compliance with all codes at time of permitting stage.

## **Texas Department of Transportation (TxDOT)**

Proposed development is not abutting TxDOT Right of Way. Therefore, TxDOT has no comment.

## **Fire Department**

No adverse comments.

## **Environmental Service Department**

No adverse comments.

## **Sun Metro**

No objections.

## **El Paso Water**

No comments received.

## **El Paso Water – Stormwater Engineering**

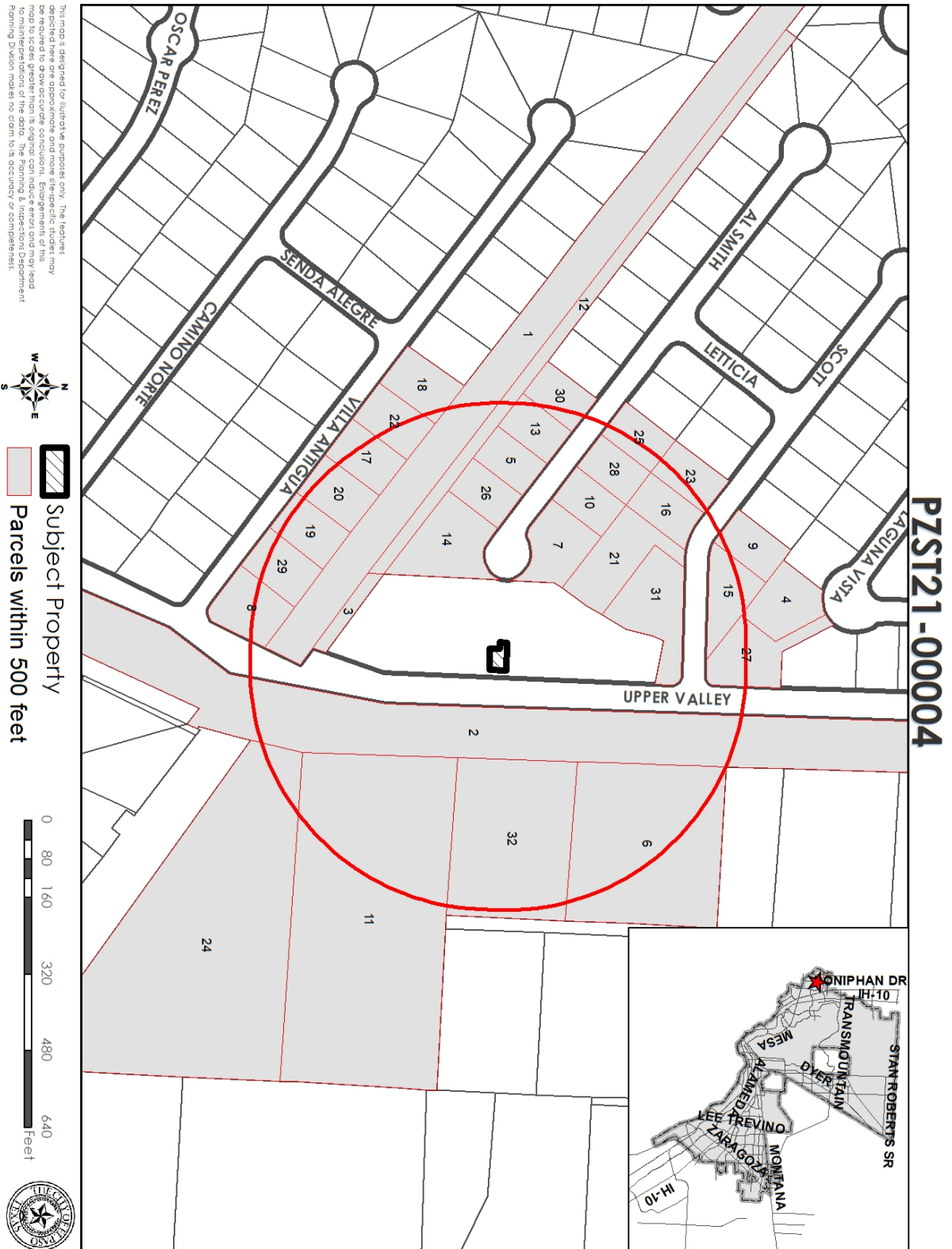
EPWater - Stormwater has reviewed the case distribution described above and has no objections to the proposal.

## **El Paso County Water Improvement District #1**

No comments or objections to the special permit request.



# ATTACHMENT 6





# **ATTACHMENT 7**

**Salloum, Andrew M.**

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**From:** Nancy Aguayo <nancyaguayo99@gmail.com>  
**Sent:** Friday, April 2, 2021 7:32 PM  
**To:** Salloum, Andrew M.  
**Subject:** Opposition to case PZST21-00004

To Whom It May Concern:

Im writing to oppose the special permit request at 5901 Upper Valley Rd to allow for placement of a ground mounted personal wireless service facility . I believe that this will cause harmful side effects due to wireless radiation and have adverse effects on our property value. Thank you

Nancy Aguayo



**Salloum, Andrew M.**

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**From:** Brigitte Ballou <brigitte1276@gmail.com>  
**Sent:** Tuesday, April 6, 2021 9:42 AM  
**To:** Salloum, Andrew M.; District #1; cgarza@elp.rr.com  
**Subject:** Rey de Reyes Cellular Tower

To whom it may concern,

I am the owner of 700 Al Smith, the property adjacent to the Rey de Reyes Church requesting the special permit to allow placement of a wireless service facility (5901 Upper Valley). I am completely against the special permit being allowed and am concerned for many reasons that this be allowed. I have signed the petition in opposition against the construction of the cell phone tower. I can be reached at this email or my cellular telephone number (915) 243-3911.

Thank you,

Brigitte Ballou



**Salloum, Andrew M.**

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**From:** Robert Kaesser <rkaesser2@gmail.com>  
**Sent:** Monday, April 5, 2021 8:15 PM  
**To:** Salloum, Andrew M.  
**Subject:** Opposition to Cell Tower Construction on Upper Valley Road

Dear Sir or Madam,

I want to register my strong opposition to construction a cell tower at 5901 Upper Valley Road. (Case: PZST21-00004).  
I understand there is a on April 8th at 1:30pm I want to make sure that my opposition is considered when the vote is taken. Please let me know if there is anything more I can do to prevent the construction

Regards  
Robert C Kaesser  
725 Scott Ln, El Paso, TX 79932  
email: [rkaesser2@gmail.com](mailto:rkaesser2@gmail.com)  
Phone: 915-449-1749



**Salloum, Andrew M.**

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**From:** Julio Velasquez <jvmedical@me.com>  
**Sent:** Tuesday, April 6, 2021 9:19 AM  
**To:** Salloum, Andrew M.  
**Cc:** Julio Velasquez  
**Subject:** Oppose Of Wireless Tower Rey De Reyes Church

Hello,  
We oppose the building of the wireless tower on Upper Valley rd at the Rey de Reyes church.  
Thank you

Sent from my iPhone



**Salloum, Andrew M.**

---

**From:** Alfredo Cardona <fred.card36@gmail.com>  
**Sent:** Tuesday, April 6, 2021 1:59 PM  
**To:** Salloum, Andrew M.  
**Subject:** Case# PZST21-00004

Home owner: Alfredo Cardona

Property Address: 709 Al Smith Ln, El Paso, TX 79932

I am reaching out with the intent to inform the addressee that I am vehemently against the installation of the personal wireless service facility (PWSF) in our neighborhood.

Best Regards,  
Alfredo Cardona



**Salloum, Andrew M.**

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**From:** Veronica Cardona <vc.1023@att.net>  
**Sent:** Tuesday, April 6, 2021 2:19 PM  
**To:** Salloum, Andrew M.  
**Subject:** Case# PZST21-00004

Home owner: Veronica Cardona

Property Address: 709 Al Smith Ln, El Paso, TX 79932

I am reaching out with the intent to inform the addressee that I am firmly opposed to the installation of the personal wireless service facility (PWSF) in our neighborhood.

Regards,

Veronica Cardona

[Sent from AT&T Yahoo Mail on Android](#)



**Salloum, Andrew M.**

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**From:** J. Pallares <japallares66@gmail.com>  
**Sent:** Tuesday, April 6, 2021 11:17 PM  
**To:** Salloum, Andrew M.  
**Cc:** Adriana Pallares  
**Subject:** Case: PZST21-00004

City Plan Commission,

This is in regards to case: PZST21-00004 which impacts the residents of Villa Antigua Ct. and surrounding area. I am a resident of 720 Villa Antigua Ct. and a ground-mounted personal wireless service facility if it is to be established on 5901 Upper Valley Rd., will negatively impact the surrounding residents. Health wise, we will be affected by the microwave radiation emitted by an antenna in that studies show having carcinogenic effect on nearby residents. Also, the real-estate residential property will decrease in value due to the antenna. Selling our property will be more difficult if an antenna is nearby because people are hesitant to live near RF antennas. If you have any questions, don't hesitate to ask.

Best regards,

John & Adriana Pallares  
720 Villa Antigua Ct.  
El Paso, TX 79932



**Salloum, Andrew M.**

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**From:** Maria Torres <maryjtorres@hotmail.com>  
**Sent:** Wednesday, April 7, 2021 1:11 AM  
**To:** Salloum, Andrew M.  
**Cc:** Distric1@elppasotexas.gov  
**Subject:** Número de caso PZST21-00004 /Colocación de instalación de servicio inalámbrico personal. Evangelical free church.

A la comisión de planeamiento urbano de la ciudad de El Paso.

Estimados señores:

De acuerdo a la carta dirigida a los residentes aledaños a la posible instalación de Una antena tecnológica de repetición de señal de la iglesia Rey de Reyes, la Cual denominan como instalación personal y solicitan expresar cualquier duda o preocupación concerniente a este proyecto, me pronuncio a este respecto.

En el 2018 hubo una propuesta de esta misma índole la cual fue suspendida debido a la oposición general de todos los vecinos del área, principalmente por que no queremos que nuestras propiedades se vean afectadas en su valor de mercado, y por que no queremos una palmera metálica en nuestro patio trasero (contaminación visual) además de posibles riesgos para nuestra salud, (aún cuando no existan pruebas contundentes a este respecto) Los vecinos nos unimos en el 2018 para expresar nuestra total oposición y rechazo; NO hemos cambiado de opinión. El beneficio personal de la iglesia Rey de Reyes ( la cual no es habitada como hogar) no debe ser motivo suficiente para la afectación de todos los que vivimos 24 horas en nuestras casas, donde pernoctamos y donde juegan y viven nuestros hijos.

Gracias por su atención y espero tengan esto en consideración.

José Martínez y esposa.

713 Villa Antigua Ct. To the urban planning commission of the city of El Paso. Dear Sirs: According to the letter addressed to the residents surrounding the possible installation of A technological antenna of signal repetition of the Rey de Reyes church, the Which they call a personal installation and request to express any doubts or concerns regarding this project, I speak out in this regard. In 2018 there was a proposal of this same nature which was suspended due to the general opposition of all the residents of the area, mainly because we do not want our properties to be affected in their market value, and because we do not want a palm tree. metal in our backyard (visual contamination) in addition to possible risks to our health, (even when there is no conclusive evidence in this regard) The neighbors joined in 2018 to express our total opposition and rejection; We have NOT changed our mind. The personal benefit of the Rey de Reyes church (which is not inhabited as a home) should not be a sufficient reason to affect all of us who live 24 hours in our homes, where we spend the night and where our children play and live. Thank you for your attention and I hope you take this into consideration. José Martínez and wife. 713 Villa Antigua Ct.



**Salloum, Andrew M.**

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**From:** Kirk Mangels <kirk.mangels@gmail.com>  
**Sent:** Wednesday, April 7, 2021 10:25 AM  
**To:** Salloum, Andrew M.; District #1  
**Subject:** Opposition to Application PZST21-00004

Mr. Salloum and Representative Svarzbein,

I am writing to express my concerns with and opposition to the proposed application for a cell phone tower at the Rey de Reyes church on Upper Valley Road. I am a local resident and have deep concerns about the effect this tower will have on my family and the community.

Verizon's proposed construction would negatively impact both property values and the peaceful enjoyment of property owners in the area. Their proposal is motivated by their business needs and economic factors, but does not provide any compensation or consideration for the needs and impact this has on the community. The only ones benefitting from this proposal are the church and Verizon. The number of property owners this would affect and the fact that the property owners were here first tips any consideration in our favor. Verizon wants to be able to claim they have expansive coverage and provide great service to their customers, but this proposal does not even positively impact the subset of the community that may be Verizon subscribers.

If we are considering what is fair and equitable in this matter, the City has laid out clear guidelines for when and where commercial structures may be constructed. This is why Verizon is seeking a special dispensation to build their tower in a residential neighborhood. The balance of equities is in favor of the prior claim of the property owners and the sheer number of people who will be negatively impacted in order to provide some small benefit to Verizon customers and an economic benefit to a multinational corporation.

Thank you for taking the time to consider my objections to this proposal,

Sincerely,

C. Kirk Mangels



Virus-free. [www.avg.com](http://www.avg.com)



**Salloum, Andrew M.**

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**From:** Rita Robles <ritaroblescs@gmail.com>  
**Sent:** Wednesday, April 7, 2021 10:55 AM  
**To:** Salloum, Andrew M.  
**Subject:** Opposition to proposed cell tower Case #PZST21-00004

Mr. Salloum,

My name is Rita Robles. I live at 716 Al Smith in the affected subdivision of the proposed cell tower at the Rey de Reyes church. I am highly opposed to the special permit request by said church. I was opposed three years ago when the first special permit was granted by the Planning Commission. I even spoke during the public portion of the city council meeting that voted down the measure. I intend to speak tomorrow at the Planning Commission meeting as well. My mind has not changed, even though the cell tower design has. I consider it a different shade of lipstick on the same pig.

I phoned in my objection last week, but was not certain if it was received, as that was Good Friday, the day after I received the notification. So, I am writing my opposition to you today. Here are some objections, not only my own, but those that I have heard from others in the neighborhood.

- Probable loss of property value, as most individuals state they would not want to live next to a cell phone tower. Selling our homes would be much more difficult. Less money for the city coffers.

- Aesthetically unattractive and unpleasant. A cell tower is a cell tower, regardless of its dress.

- Potential impact on health due to radiation; studies done in Germany and Israel point to an increased risk of cancer in the long term. A doctor and two nurses in the neighborhood expressed the same concern.

- Too close to established neighborhoods, all of which are residentially zoned.

- Although the church is in our neighborhood, the church members do not live in the neighborhood they wish to impose the cell tower on. They come and go. The remainder of individuals own the homes in this very established neighborhood. We do live here. We maintain our yards and homes because it took a lot for us to be able to afford to live here. We work from our homes. We raise our children in our homes. We take care of our elders in our homes, 24/7.

- The majority of the neighborhood, everyone except the church, would be forced to take on this encumbrance. It is not only a nuisance. At the moment, most of us enjoy unobstructed views of the Franklins. It is why we bought in the first place. A view, especially in these times, is health giving.

- There are numerous opportunities to build the tower in established areas already zoned for business (Doniphan, corner of Upper Valley and Artcraft, corner of Artcraft and North Desert...). If the cell company is set on building on a church property, there is one on Doniphan with much more appropriate space.

- The tower is not necessary to serve our neighborhood. No one complains about their cell service in our neighborhood. Even in my garage, I receive excellent reception.

- Permits of this type should not be allowed for residential neighborhoods. Would the Planning Commission at all consider a special permit to build a cell tower for me or one of my other neighbors, or any other home in any other neighborhood, for that matter, simply because the occupant wanted the lease money?

- Although other churches may have cell towers, they have different zoning to allow such.



- Very few affected homes were sent or received the City Planning Commission notification for the special permit. Everyone on multiple streets are affected by this permit, not just a select few to whom the letters went out.

Thank you for your time. I look forward to speaking with you tomorrow.

Rita Robles  
(915) 471-4638  
[ritaroblescs@gmail.com](mailto:ritaroblescs@gmail.com)



**Salloum, Andrew M.**

---

**From:** Terry Bustamante <Terry.Bustamante@usi.com>  
**Sent:** Wednesday, April 7, 2021 12:39 PM  
**To:** Salloum, Andrew M.  
**Cc:** District #1  
**Subject:** Re: Case # PZXST21-00004 APC Towers/Verizon Wireless PWSF at 5901 Upper Valley Road  
  
**Importance:** High

**City of El Paso Automated System Message | EMAIL SENDER UNVERIFIED:**

The email from Terry Bustamante, sent by Terry.Bustamante@usi.com, cannot be verified as authentic. Please take caution, do not click on any links or open any attachments unless you trust the sender and know the content is safe. If you believe this to be a phish use the 'Phish Alert' button or forward to SpamReport@elpasotexas.gov.

4/7/21

Dear Mr. Salloum,

My wife and I are writing to express our vehement opposition to the proposed construction of a Verizon wireless cell tower at 5901 Upper Valley Road, El Paso, TX 79932 for the following reasons:

1. After reviewing the data for the project and the research available on similar projects, we are convinced that this tower poses a significant health hazard to residents of the Upper Valley community. According to a German study cited at [www.EMF-Health.com](http://www.EMF-Health.com), a site devoted to exposing hazards associated with electromagnetic frequencies from cell phone towers. If you live within a quarter mile of a cell phone antenna or tower, you may be at risk of serious harm to your health. An Israeli study found risk of cancer quadrupled among people living within 1,148 feet of a cell phone transmitter and seven out of eight cancer victims were women. Studies for 5G aren't out yet but experts predict harm exposures to be much higher. Please keep in mind that the Church owners and congregation DO NOT live in this area; they only gather twice a week or so they would not be exposed 24/7 as the residents would be exposed.
2. Surveys show most people would not want to live next to a cell phone tower resulting in potential loss of property value to the Upper Valley Community. Thus costing the City of El Paso to lose property tax revenue. The Upper Valley community pays the third highest property taxes to the city of El Paso, our voice needs to be heard in this matter. It's a shame that (Rey De Reyes Evangelical Free Church) which is a non-profit 501C is profiting by accepting a huge income every month from Verizon. They along with Verizon seem to be the only ones that will financially benefit from this if you approve it. Maybe Pastor Reyes will use that profit to pay for the Upper valley residents cancer bills.
3. We feel Verizon and the church are taking advantage during these unforeseen times as we are all trying to self-quarantine and keep safe during this pandemic and are surprised that the city would even consider this case as it has been denied not only once BUT TWICE.
4. This church is not a good neighbor. My husband and I went and met with Pastor Reyes; he was cordial but did refer us to his son-in-law Andy. We spoke to Andy in hopes of being able to meet with their board of directors and to make a long story short, Andy was not receptive or open minded and ended up hanging up on us. We don't believe that he conducted himself in a Christian manner.



5. We moved to the Upper Valley to live in a country setting away from the hustle and bustle of city living even though we knew that the taxes would be higher in this rural environment. Cell towers have NO BUSINESS right in the middle of a RESIDENTIAL community.

The Upper Valley residents humbly ask that the planning commission DENY this permit ONCE AND FOR ALL and construction on account that Upper Valley residents don't have any problems with their cell phones in this area! Its just another way for greedy corporations to profit. There are plenty of commercially zoned areas where this tower should be built; Verizon is just taking the path of least resistance.

Thank you for taking the time to accept and hopefully take in to consideration our input on this matter.

God bless,

Jimmy & Terry Bustamante  
713 Scott Lane  
El Paso, TX 79932  
Phone number 915-539-8044

This e-mail and any files transmitted with it may contain confidential and/or privileged material. This e-mail is intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient or have received this e-mail in error, please notify the sender by replying to the sender. After notifying the sender of the error, you should immediately delete this e-mail from your system. Please be aware that any unauthorized disclosure, dissemination, distribution, duplication or use of the e-mail contents or any attachments therein is strictly prohibited.



**Salloum, Andrew M.**

---

**From:** Jonathan Tipo <jonathanatipo@gmail.com>  
**Sent:** Wednesday, April 7, 2021 4:01 PM  
**To:** Salloum, Andrew M.  
**Subject:** City Plan Commission Public Notice

Name: Jonathan Tipo  
Address: 705 Villa Antigua Ct, El Paso TX, 79932  
Case Number: PZST21-00004  
Position: Resident Around Proposed PWSF.

Hello,

My name is Jonathan Tipo and I am writing to you in regards to the proposed erection of a Personal Wireless Service Facility (PWSF) near my residency.

I am heavily against such placement of this PWSF and would request that you take my input as a homeowner in the immediate vicinity of this structure. I urge you to find some other location to place this structure as I am opposed to the placement of such structure or cancel the project altogether.

Best,  
Jonathan Tipo



**Salloum, Andrew M.**

---

**From:** Laura Levario <dietmedtherapy@yahoo.com>  
**Sent:** Wednesday, April 7, 2021 4:46 PM  
**To:** Salloum, Andrew M.  
**Subject:** Concerns for case PZST21-00004

Dear CPC,

My name is Laura Rosales MSCHN RD LD, I live at 712 Villa Antigua. I am against the placement of the tower.

I have some concerns regarding the building of a ground-mounted personal wireless facility. I was diagnosed with an autoimmune disease many years ago and have dealt with it as best as I can. I recently had Covid and I had a severe case of it because my immune system is weak. My concern is that this tower will not only affect my immune system but the immune system of families that live right next to where this site is being planned.

My muscles hurt everyday and I would not like for this to affect anyone if it could be prevented. The site of this tower is less than an acre away from a house where 2 small children live. I am sending you a study showing the affect of how electro smog affects immunity. This should be of great concern because of what we have have had to deal with in the last year. We have seen the importance of having a strong immune system and the need to keep our distance.

It would be counterproductive to put a ground mounted tower near homes with families but predicate that we should keep our distance and get the vaccine.

For these reasons and several more, I would like for you to not allow a church to make money while affecting the health of many families that surround them.

Respectfully,  
Laura Rosales MSCHN RD LD  
Registered Dietitian  
(915)433-7897  
Email: dietmedtherapy@yahoo.com

Research Found:  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5406447/>

Sent from my iPhone



# ATTACHMENT 8

**Salloum, Andrew M.**

---

**From:** Carlos Garza <cgarza@elp.rr.com>  
**Sent:** Tuesday, April 6, 2021 9:45 PM  
**To:** Salloum, Andrew M.  
**Cc:** District #1; mbudtke@gmail.com; 'Terry Bustamante'; 'Rita Robles'; casimpso2020@gmail.com; lauren.mangels@gmail.com  
**Subject:** Opposition to Wireless Tower Upper Valley Rd.  
**Attachments:** Signed Opposition Forms Wireless Tower.pdf

CASE #PZST21-00004

Carlos & Beatrice Garza  
709 Scott Ln.  
El Paso, Texas 79932

Position – Resident

My name is Carlos Garza and I reside on the property address above. After being notified recently of the Special Permit being considered again after its defeat back in 2018, I have spoken to our neighbors on Scott Ln. and Al Smith Ln. The ones that I have spoken with are opposed to this wireless tower. My wife and I are also opposed to this tower. Below are some points to ponder on our opposition to this Special Permit:

- Potential loss of property value (up to 20% according to various studies). What makes this even worse is that the property tax statement just came out to this neighborhood and everyone's tax bill has increased dramatically. It seems these folks are getting upset with this tower being pushed on the neighborhood and their taxes are going higher based on the new appraisals. This does not look well for the city of El Paso.
- Lack of ethics on the part of Verizon. This looks like the opportunity for the corporation to submit for the Special Permit with little to no chance of rebuttal. With the pandemic currently going on, it makes it very difficult for the neighbors to convene and meet to fight this battle. With conscience neighbors wanting to follow the CDC and city/county guidelines, it makes look as if Verizon is taking the path of least resistance.
- The church in question (Rey De Reyes Evangelical Free Church), does not even portray a devout Christian church. I have had plenty of Jehovah Witness members witness to me. I have yet to have any member of the Rey De Reyes congregation come witness to me for my salvation. This church is not a good neighbor. It seems to me that their god is the U.S. dollar.
- The only reason that Verizon is insisting on this location is because they have the church willing to have them place this eyesore on their property. Verizon would have had to look for another location otherwise. They have not insisted on the first location they had here on Upper Valley, but they keep on insisting on this location.
- In no way is this tower going to benefit the neighborhood. The only ones benefitting from this tower are Verizon and the Church. The ones paying for the price are the people in the neighborhood.
- Verizon should place their tower at a commercial area. There are plenty of open areas that are available in the Upper Valley. Something like this would never even be considered in the Country Club area.

Due to the late notice and several familial events, we just barely started canvassing our neighborhood. I have 20 signatures in my possession and my neighbor on Al Smith Ln. has 22 in her possession for a total of 42 as of this writing. I will be submitting the current ones that I have with this email and the others in a separate email. More of this opposition forms will be coming in tomorrow AM and I will forward in a separate email.

Here are some questions that I have:

- What specifications for the structure is Verizon wanting to have approved?
- How many more times does Verizon have to hear from us that this tower is not welcomed in our neighborhood?
- What are some other locations that Verizon is willing to place this tower at other than in our neighborhood?



I apologize for the number of forms with minimal signatures, but I was trying to avoid multiple contact with neighbors due to COVID concerns.

I ask that the planning commission DENY this permit. You have a neighborhood that cares about each other. This church seems to not care for this neighborhood and shows it by its actions. This comes to no surprise since none of the members of this church reside in this neighborhood.

We appreciate your attention to this matter.

Regards,  
Carlos & Beatrice Garza



We, the undersigned, oppose the granting of a special permit by the City Plan Commission for the purpose of constructing a cell phone tower on 5901 Upper Valley Road El Paso, TX 79932.

[illegible]



We, the undersigned, oppose the granting of a special permit by the City Plan Commission for the purpose of constructing a cell phone tower on 5901 Upper Valley Road El Paso, TX 79932.

[illegible]







We, the undersigned, oppose the granting of a special permit by the City Plan Commission for the purpose of constructing a cell phone tower on 5901 Upper Valley Road El Paso, TX 79932.

[illegible]







We, the undersigned, oppose the granting of a special permit by the City Plan Commission for the purpose of constructing a cell phone tower on 5901 Upper Valley Road El Paso, TX 79932.

[illegible]







We, the undersigned, oppose the granting of a special permit by the City Plan Commission for the purpose of constructing a cell phone tower on 5901 Upper Valley Road El Paso, TX 79932.

[illegible]



# Opposition Against the Construction of Cell Phone Tower

We, the undersigned, oppose the granting of a special permit by the City Plan Commission for the purpose of constructing a cell phone tower on 5901 Upper Valley Road El Paso, TX 79932.

Name	Address	Signature	Rec. Letter
1 Rosa m. Romero	704 Al Smith Ln	Rosa m. Romero	
2 Alfredo Cardona	709 Al Smith Ln	Alfredo Cardona	
3 Aida Castro	721 Al Smith	Aida Castro	
4 Jose A. Flores	725 Al Smith	José A. Flores	
5 Chris T. Robles	716 Al Smith	Chris T. Robles	
6 Albert Vramonides	745 Villa Antigua	Albert Vramonides	
7 Frank W. Schlegel	753 Villa Antigua	Frank W. Schlegel	
8 Ma. Guadalupe Montez	757 Villa Antigua	Ma. Guadalupe Montez	
9 Olga D. Bernal	748 Villa Antigua Ct	Olga D. Bernal	
10 Larry K. L.	748 Villa Antigua Ct	Larry K. L.	
11 Larry K. L.	736 Villa Antigua	Larry K. L.	
12 Jose L. Lopez Vega	724 Villa Antigua	José L. Lopez Vega	
13 Adnan P. Pallar	720 Villa Antigua	Adnan P. Pallar	
14 Jose Rosales	712 Villa Antigua	José Rosales	
15 Ayber Tiro	705 Villa Antigua	Ayber Tiro	



# Opposition Against the Construction of Cell Phone Tower

We, the undersigned, oppose the granting of a special permit by the City Plan Commission for the purpose of constructing a cell phone tower on 5901 Upper Valley Road El Paso, TX 79932.

	Name	Address	Signature	Rec. Letter
	LUIS MORALES	713 Villa Antigua	[Signature]	
16	MARTEA KAZEMI	725 Villa Antigua	[Signature]	
17	Alfredo Quiz	733 Villa Antigua Ct.	[Signature]	
18	Bella Quiz	733 Villa Antigua Ct.	[Signature]	
19	Karl C. Melendez	737 Villa Antigua Ct.	[Signature]	
20	Juic H. Melendez	737 Villa Antigua Ct.	[Signature]	
21	Rita Robles	716 Al Smith	[Signature]	
22	Gabriel Hernandez	712 Al Smith	[Signature]	
23	Thayne Hernandez	712 Al Smith Lane	[Signature]	
24	Thayne Hernandez	717 Al Smith Ln	[Signature]	















We, the undersigned, oppose the granting of a special permit by the City Plan Commission for the purpose of constructing a cell phone tower on 5901 Upper Valley Road El Paso, TX 79932.

[illegible]



# **ATTACHMENT 9**

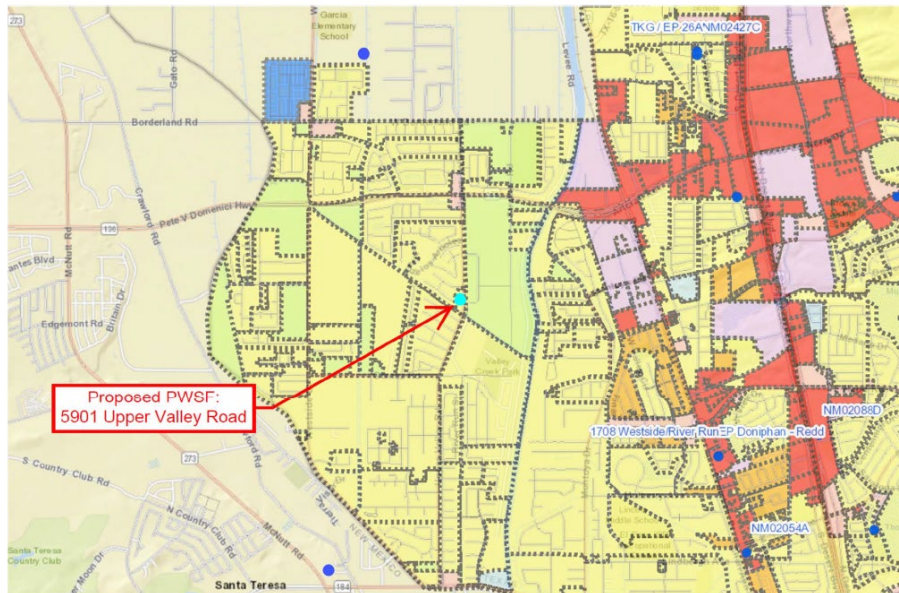
**PZST21-00004**

**5901 Upper Valley Road  
El Paso, TX**

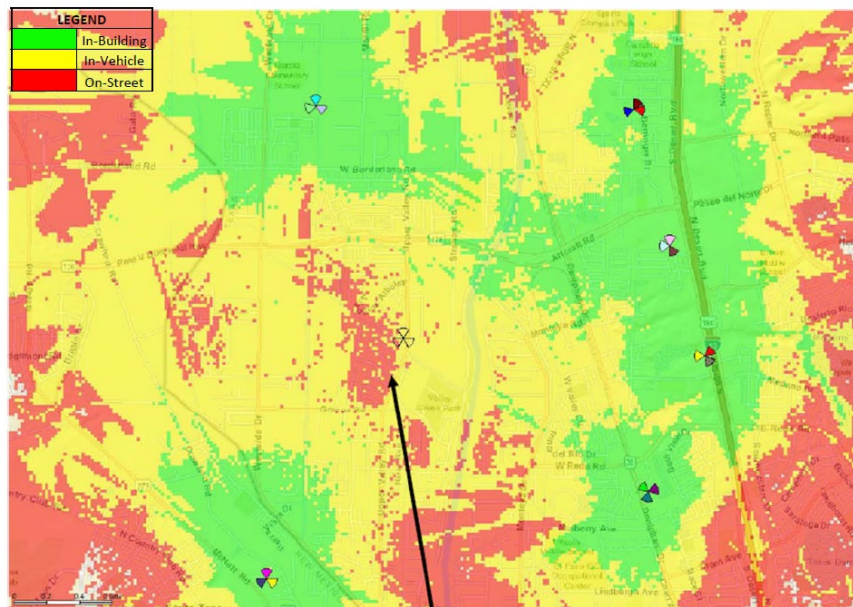
**Proposed Personal Wireless Service  
Facility**





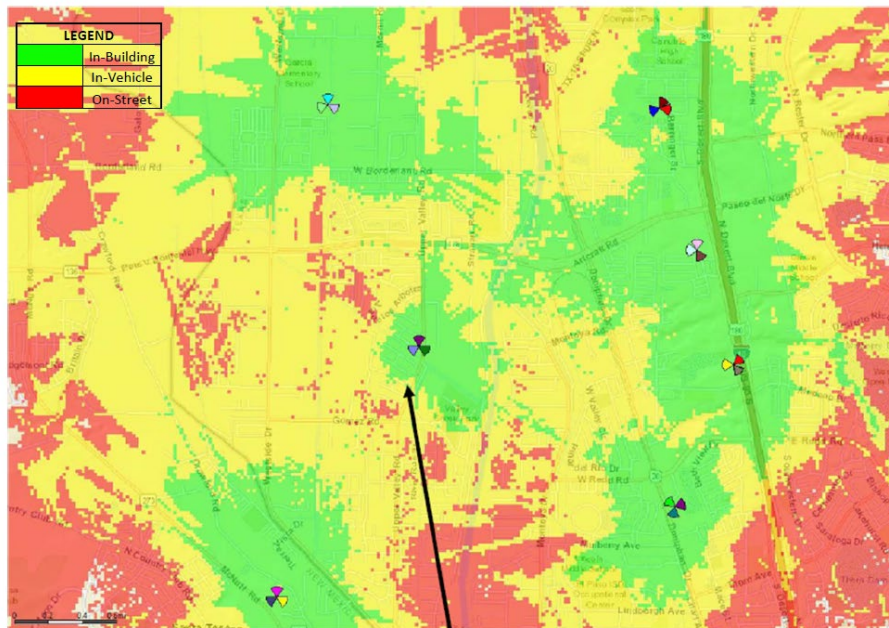


West of Doniphan there are 0 wireless facilities of any kind within City Limits  
(an area of approx. 10 square miles)

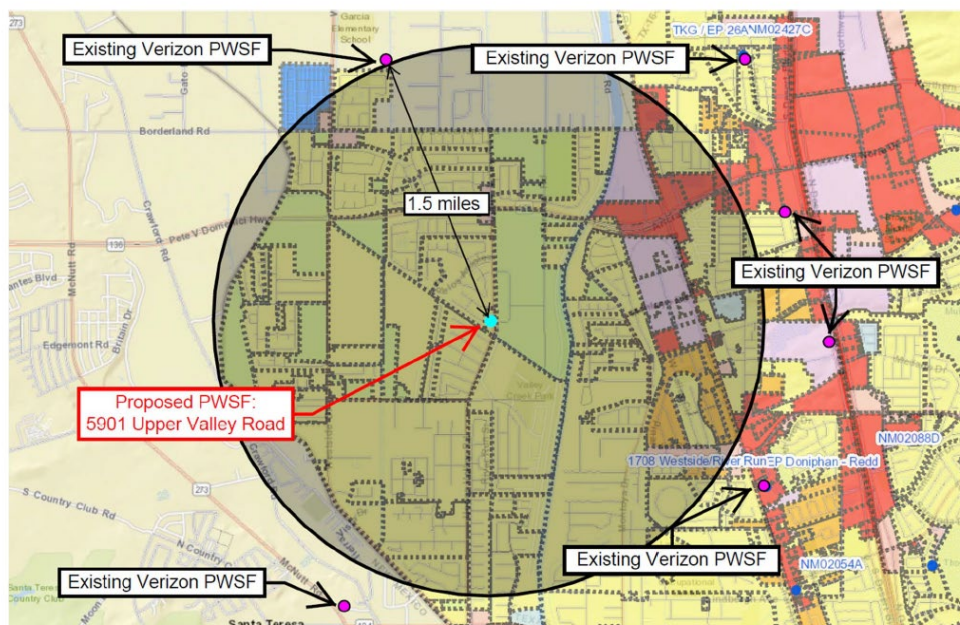


Large gap in reliable in-building and in-vehicle coverage along Upper Valley Road.  
This area can no longer be adequately served from the periphery.





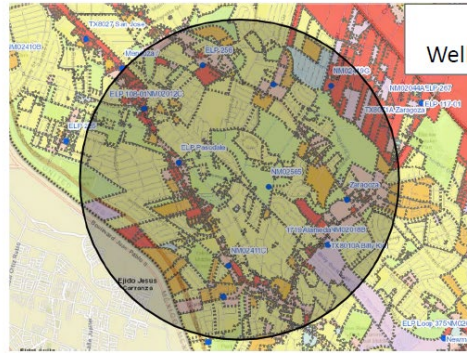
A single multi-user facility at 5901 Upper Valley Road can provide adequate coverage while meeting the intent of the new wireless regulations which safeguard development



The entire upper Valley is primarily served from the periphery - sites east of Doniphan, along McNutt Rd. (New Mexico), and a recently built site north of Borderland. The nearest site to the area in question is 1.5 miles away.

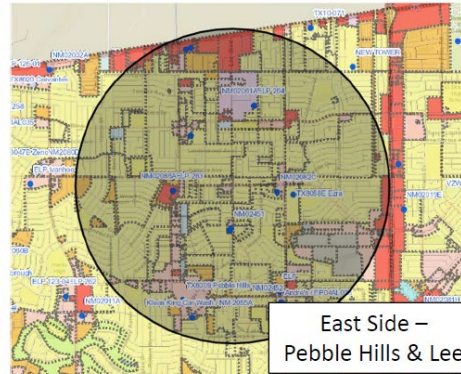
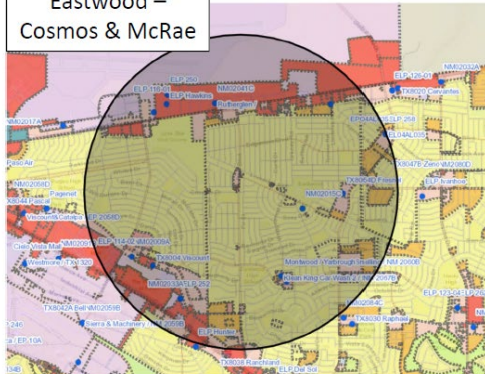


1.5 Mile Radius  
in other  
residential areas



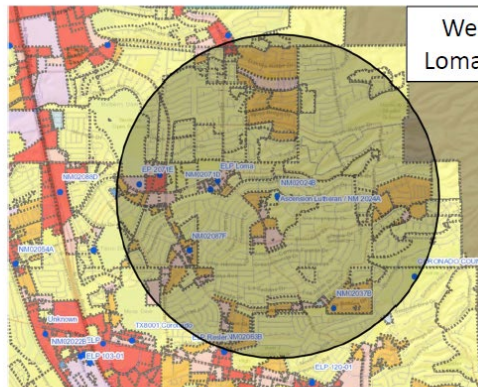
Pendale –  
Wells & New Haven

Eastwood –  
Cosmos & McRae

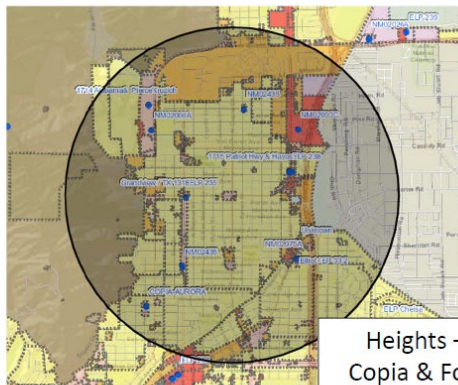


East Side –  
Pebble Hills & Lee

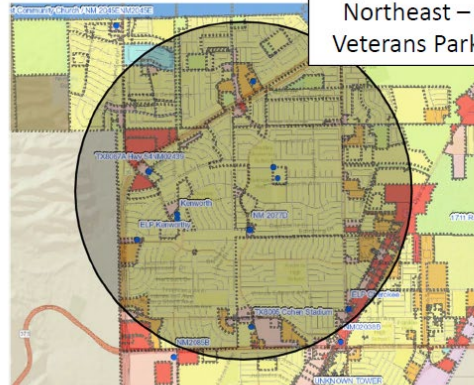
1.5 Mile Radius  
in other  
residential areas



West Side –  
Loma de Cristo

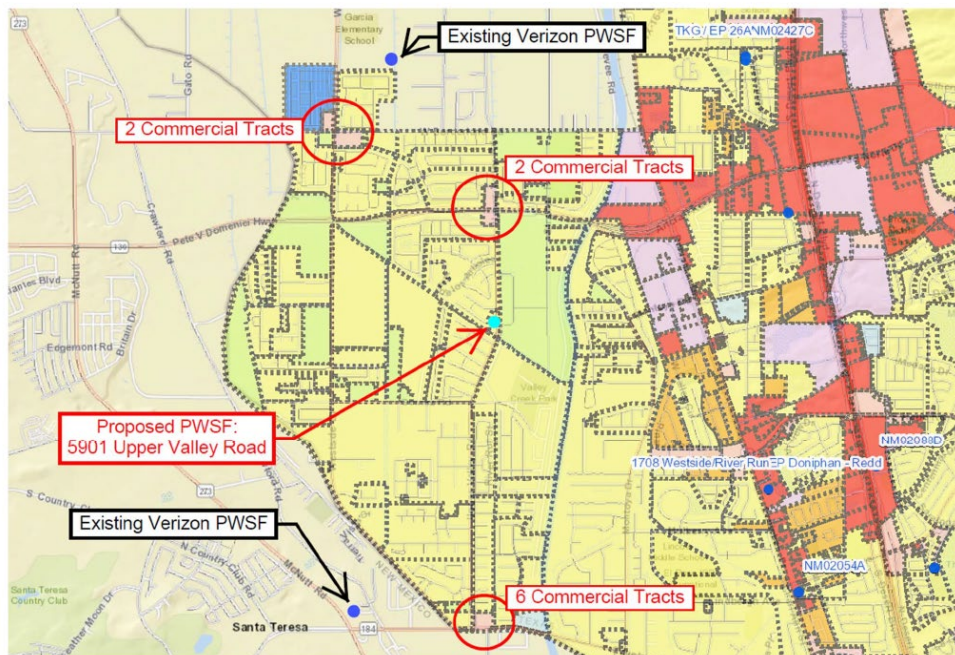
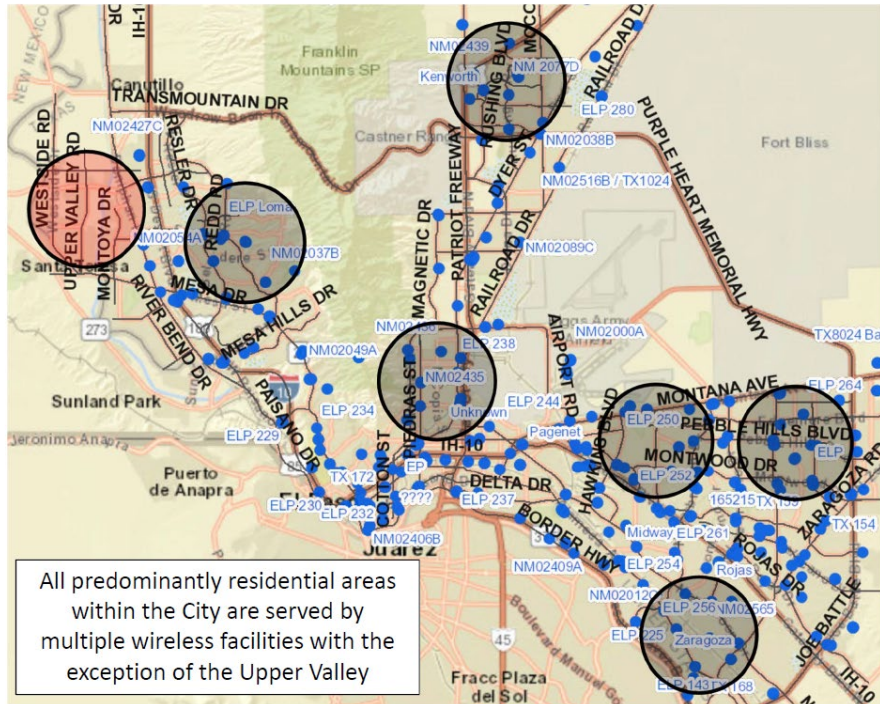


Heights –  
Copia & Fort



Northeast –  
Veterans Park





West of the Rio Grande, there are only 10 commercial properties of any kind in the City.  
The nearest 2 at Artcraft & Upper Valley are 0.5 miles away, outside the area of need.



# **Federal Telecommunications Act And FCC 2018 Order**

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# Federal Telecommunications Act

“(iv) No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission’s regulations concerning such emissions.”

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# **Federal Law Preempts Decisions That Effectively Prohibit Service**

**47 U.S.C. § 332(c)(7)(B)(i)(II) & FCC 2018 Order**

- A significant gap exists in Verizon Wireless' Service
  - There is no available alternative site that would remedy the gap
  - A denial of PZST21-00004 will “materially inhibit” Verizon Wireless' ability to resolve its service needs or improve its “service capabilities”
-



**COMPARABLE FACILITY EXISTING IN CITY OF ALBUQUERQUE**



Rio Grande Presbyterian Church – 600 Coors Blvd. NW – 58' Steeple

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**COMPARABLE FACILITY EXISTING IN CITY OF ALBUQUERQUE**



Grace Church – 6901 San Antonio Dr. NE – 50' Belfry

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COMPARABLE FACILITY EXISTING IN CITY OF ALBUQUERQUE



West Mesa Christian Church – 8821 Golf Course Rd. – 40' Steeple

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***“Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.”***

40' Belfry proportional to existing building and largely screened by existing and proposed landscaping



Rey de Reyes Church - 5901 Upper Valley Road - Proposed 40' Belfry



***"The proposed development is compatible with adjacent structures and uses."***

Belfry design complements existing building architecture and use



Rey de Reyes Church - 5901 Upper Valley Road - Proposed 40' Belfry

***"The proposed development is not materially detrimental to the enjoyment or valuation of the property adjacent to the site."***

Low-Visibility facility meets all criteria and fulfills spirit of City's new wireless regulations designed to safeguard El Paso's neighborhoods



Rey de Reyes Church - 5901 Upper Valley Road - Proposed 40' Belfry





ITEM 25

# 5901 Upper Valley Road Special Permit

PZST21-00004

**Strategic Goal 3.**

Promote the Visual Image of  
El Paso





PZST21-00004



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.



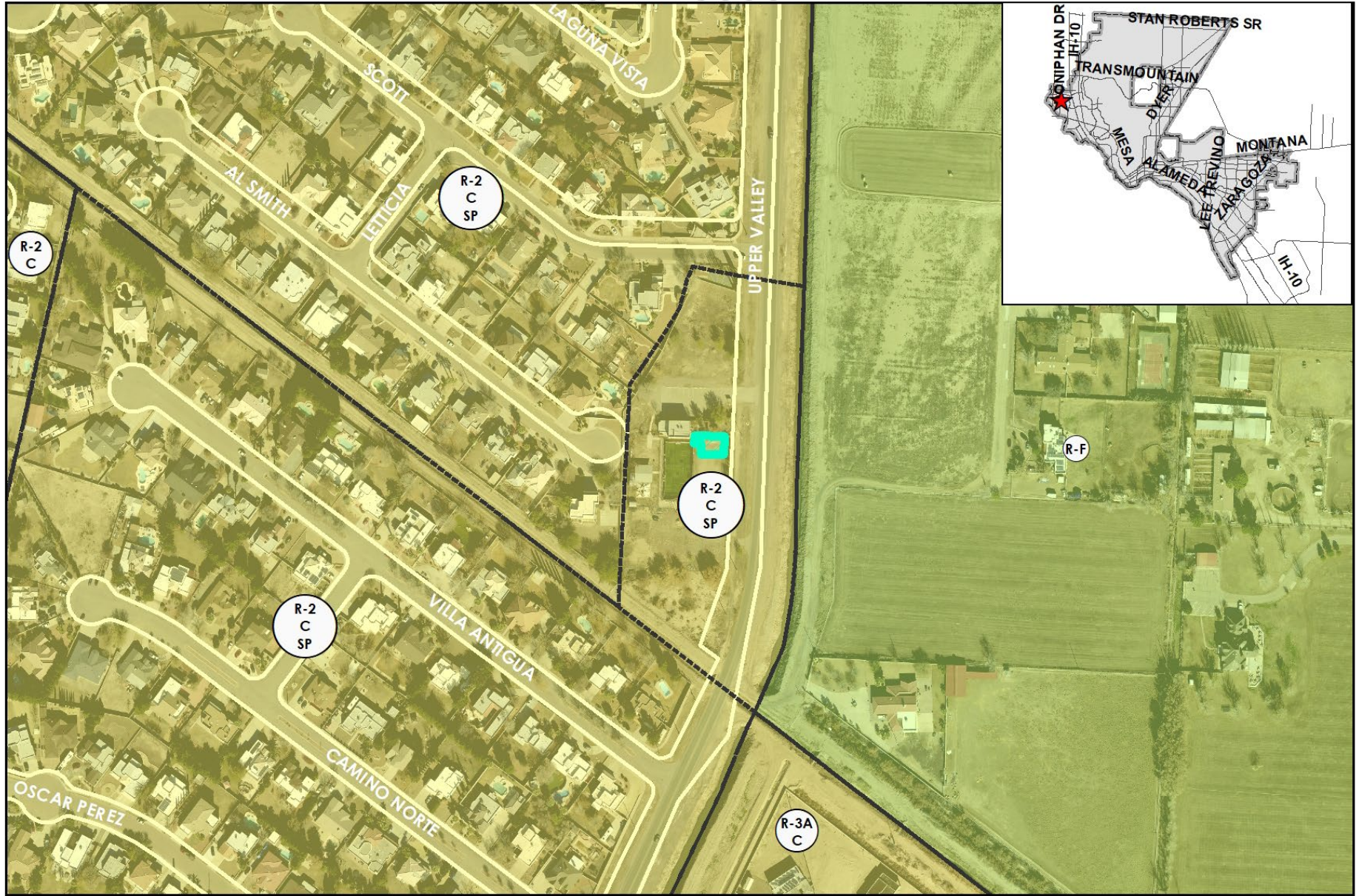
Subject Property

0 80 160 320 480 640 Feet





# Existing Zoning



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

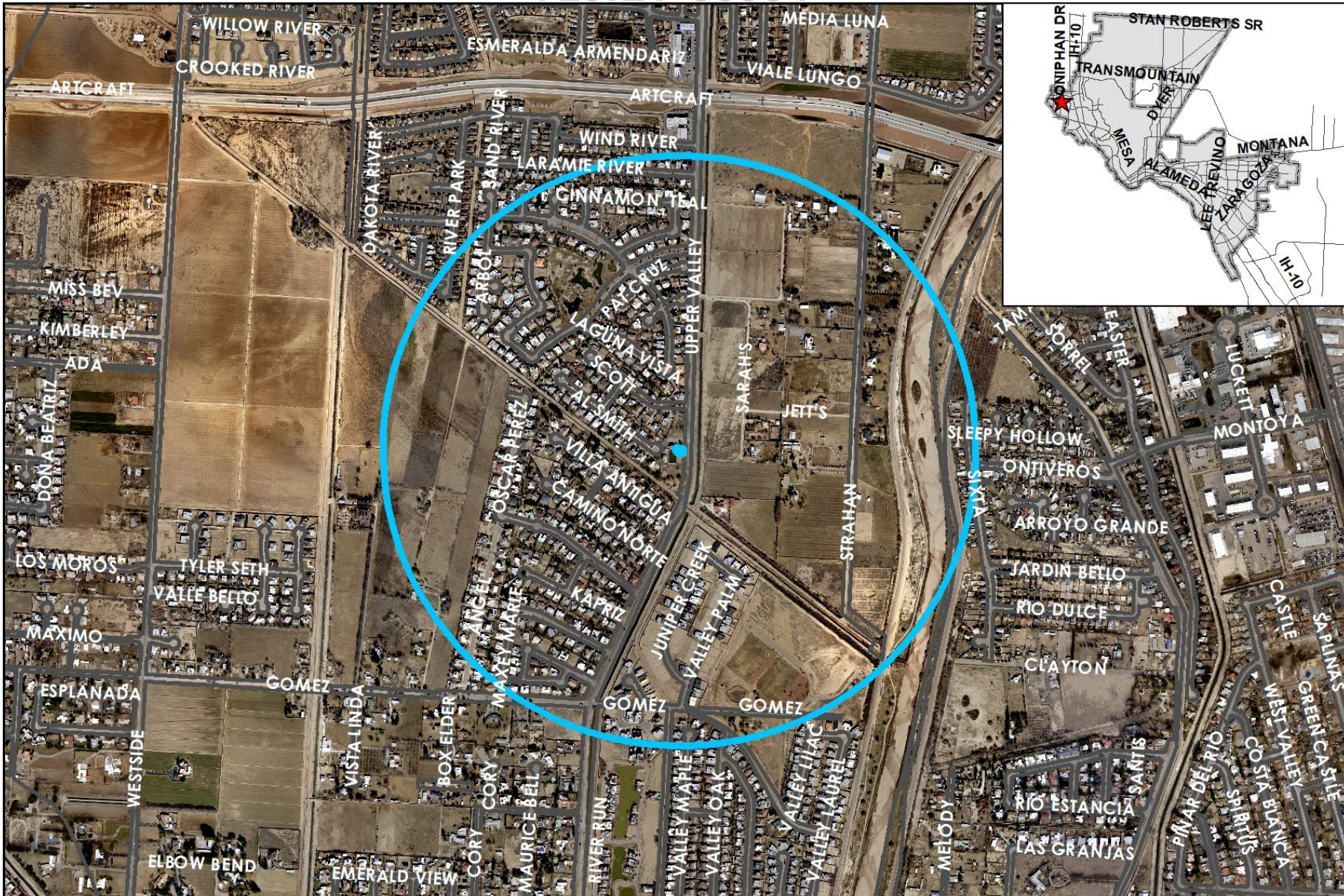




PZST21-00004



# Half Mile Buffer



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.



 1/2 Mile Buffer  
 Subject Property

0 400 800 1,600 2,400 3,200 Feet





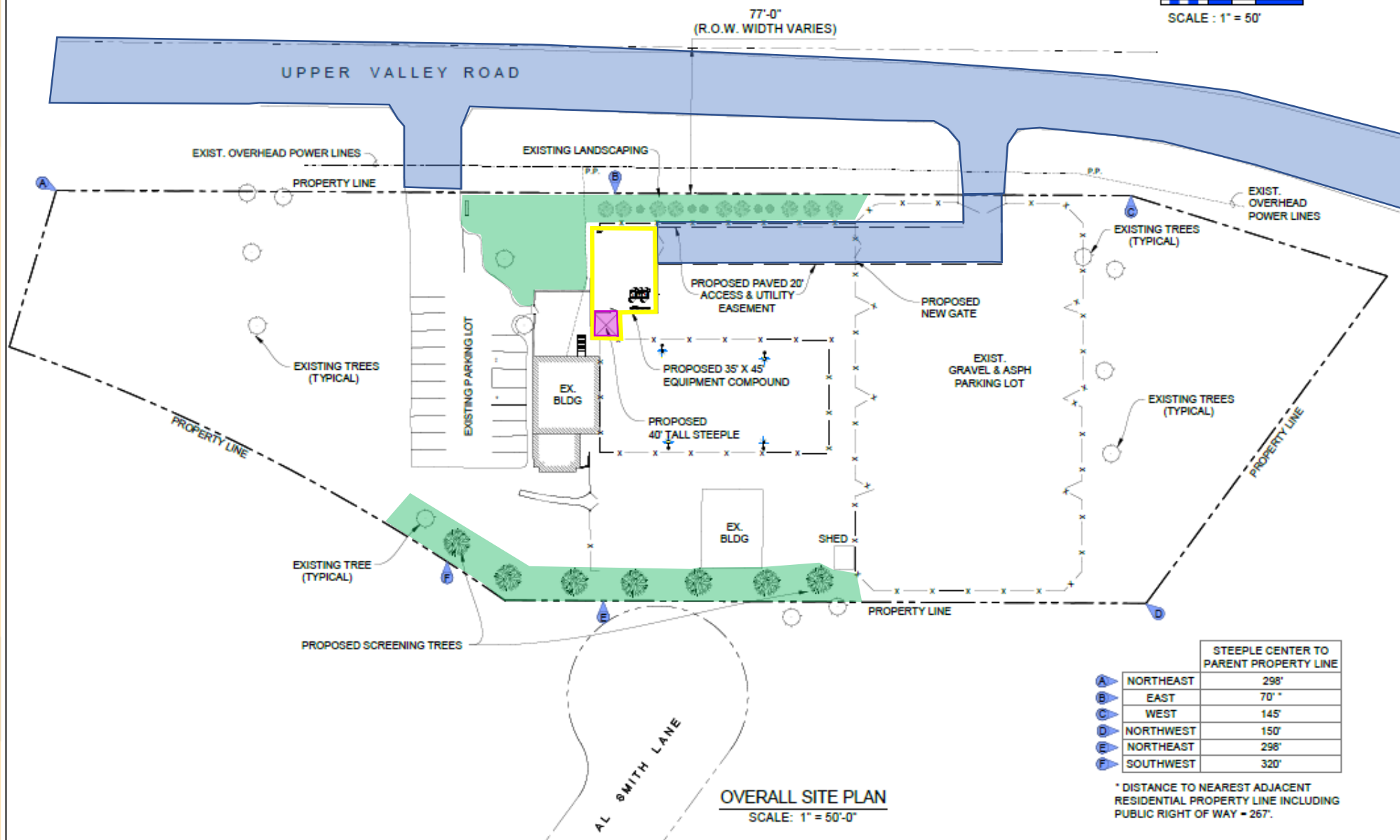
NEWMEXAS DRAIN  
120' R.O.W.

25 0 25 50

SCALE : 1" = 50'

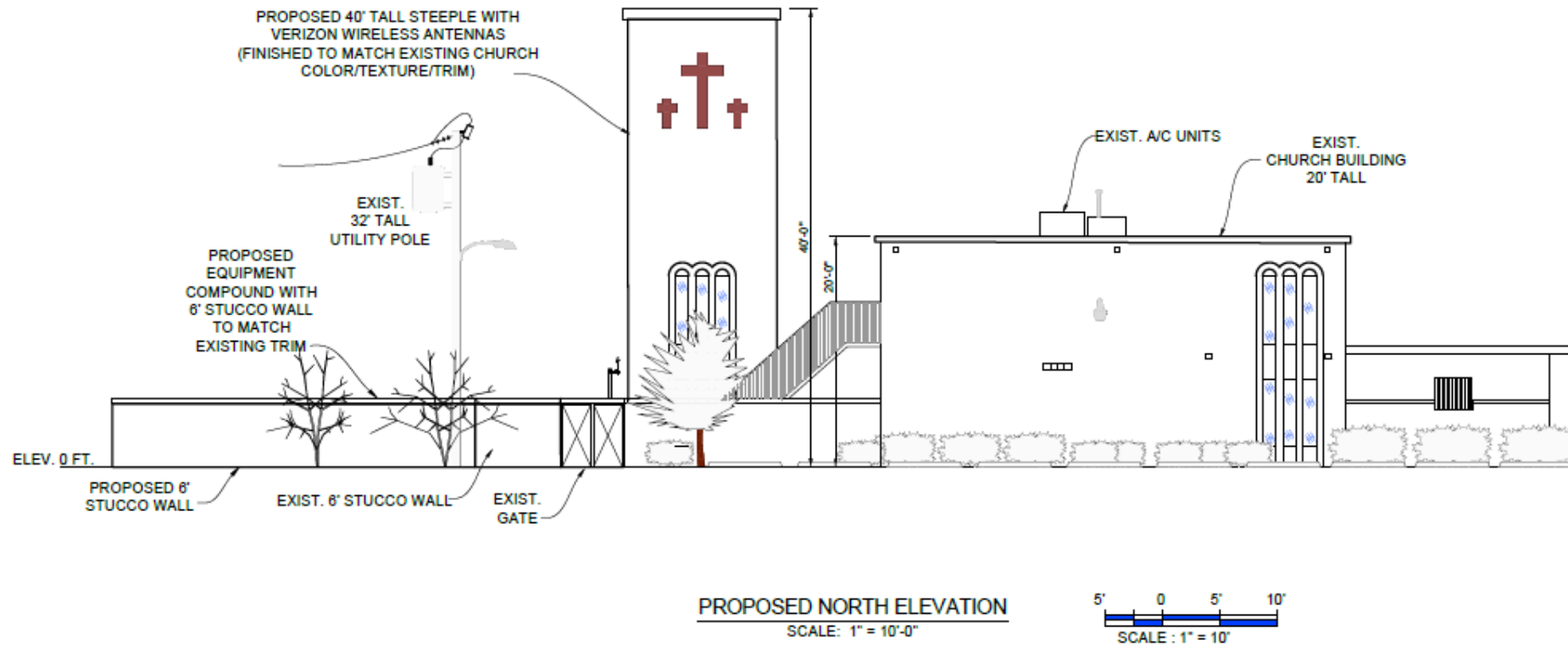


# Detailed Site Plan





# Elevations





BEFORE



# Photo Simulation

AFTER





BEFORE



APC Towers  
TX-1475 RIO RICO  
SITE PHOTOGRAPH  
EAST ELEVATION FROM UPPER VALLEY RD.  
OCTOBER 28, 2020

Romano & Associates, LLC

# Photo Simulation

AFTER



PROPOSED 40' STEEPLE  
WITH CONCEALED ANTENNAS

APC Towers  
TX-1475 PHOTO SIMULATION  
PROPOSED 40' STEEPLE  
EAST ELEVATION FROM UPPER VALLEY RD.  
OCTOBER 28, 2020

Romano & Associates, LLC



BEFORE



Romano & Associates, LLC

**APC Towers**  
TX-1475 RIO RICO  
SITE PHOTOGRAPH  
SOUTH ELEVATION FROM UPPER VALLEY RD.  
OCTOBER 28, 2020

# Photo Simulation

AFTER



Romano & Associates, LLC

**APC Towers**  
TX-1475 PHOTO SIMULATION  
PROPOSED 40' STEEPLE  
SOUTH ELEVATION FROM UPPER VALLEY RD.  
OCTOBER 28, 2020





# Photo Simulation







# Subject Property



# Surrounding Development



N



E

S

W



# Public Input

- Public notices were mailed to property owners within 500 feet on March 26, 2021.
- The Planning Division received a 2 phone calls, petition with 58 signatures, and 13 letters via email in opposition to the special permit request.
- The Planning Division received a letter via email in support of the request.







## Recommendation

- Staff recommends approval of the special permit request.
- The proposal meets all the requirements of
  - 20.10.455 PWSF
  - 20.04.320 Special Permit
  - 20.04.150 Detailed Site Development Plan
- CPC recommended 4-1 to deny the request.





## 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





# Planning and Inspections

## MAYOR

Oscar Leeser

July 20, 2021

## CITY COUNCIL

### District 1

Peter Svarzbein

### District 2

Alexandra Anello

### District 3

Cassandra Hernandez

### District 4

Joe Molinar

### District 5

Isabel Salcido

### District 6

Claudia L. Rodriguez

### District 7

Henry Rivera

### District 8

Cissy Lizarraga

## CITY MANAGER

Tommy Gonzalez

To: Mayor and City Council Representatives,

The Planning Division recently has received a new petition with 25 signatures in opposition to the special permit request. City Planning Commission received a petition with 58 signatures. Total number of signatures is 83.

Additionally, the Planning Division recently received 5 letters via email in opposition to the request from individuals (3) who had previously submitted them at the time of the CPC meeting. This is in addition to the 13 correspondences received at the time of the CPC meeting. This brings the total of opposition emails to 18.

Also, The Planning Division has received a letter via email in support of the request. No correspondence was received at the time of CPC in support of the special permit request.

All correspondence received to date are attached to this memo.

Regards,  
Andrew Salloum  
Senior Planner

**Philip F. Etiwe, Director**

Planning and Inspections Department | 801 Texas Ave. | El Paso, TX 79901  
Office: (915) 212-0104 | FAX: (915) 212-0084



## Salloum, Andrew M.

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**From:** Carlos Garza <cgarza@elp.rr.com>  
**Sent:** Sunday, July 18, 2021 12:25 PM  
**To:** District #1; District #2; District #3; District #4; District #5; District #6; District #7; District #8; Mayor  
**Cc:** Salloum, Andrew M.  
**Subject:** Cell Tower 5901 Upper Valley Road Opposition  
**Attachments:** Signed Opposition Forms Wireless Tower.pdf; Signed Opposition Form Wireless Tower Upper Valley Part II.PDF; Signed Opposition Forms Wireless Tower Part III.pdf; Signed Opposition Forms Wireless Tower Part IV.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

CASE #PZST21-00004

Carlos & Beatrice Garza  
709 Scott Ln.  
El Paso, Texas 79932

### Position – Resident

I, Carlos Garza and my wife Beatrice Garza both reside at the address above. Most of us have gone through this time of COVID-19. Some of us are dealing with losses that may or may have not had to do with COVID. Whether it had been a loss of loved ones or economic losses, many of us are still dealing with these. Now this neighborhood is having to deal with this issue of a cell tower in the neighborhood just adds on top of everything that we are already experiencing. This neighborhood has dealt with this issue since 2018 and again in April 2021 and now currently. We ask that you DENY this permit. You have a neighborhood that cares about each other. This church seems to not care for this neighborhood and shows it by its actions. This comes to no surprise since none of the members of this church (5901 Upper Valley Rd.) reside in this neighborhood.

After being notified recently of the Special Permit being considered again after its defeat back in 2018 and at the planning committee, I have spoken to our neighbors on Scott Ln. and Al Smith Ln. The ones that I have spoken with are opposed to this wireless tower. My wife and I are also opposed to this tower.

These big cell tower companies are moving in on churches in need of money, and thus, into neighborhoods because they are here to make a profit.

We are hoping to maintain the beautiful view and peacefulness that this neighborhood offers our elderly and our children. This is why many of us chose this area. We would like to remain in a healthy environment where they can enjoy and grow up in. If a cell tower is placed in this neighborhood, our elderly and our children will have no choice and the neighborhood will have nothing to gain and have all of this to lose and much more.

Below are some points to ponder on our opposition to this Special Permit:

- Lack of ethics on the part of Verizon. This looks like the opportunity for the corporation to submit for the Special Permit with little to no chance of rebuttal. When all this started in March 2021, the pandemic caused many restrictions. It made it very difficult for the neighbors to convene and meet to fight this battle. With conscience neighbors wanting to follow the CDC and city/county guidelines, Verizon is using the path of least resistance.
- The only reason that Verizon is insisting on this location is because they have the church willing to have them place this eyesore on their property. Verizon would have had to look for another location otherwise. They have not insisted on the first location they had here on Upper Valley, but they keep on insisting on this location



- Verizon should place their tower at a commercial area. There are plenty of open areas that are available in the Upper Valley. Something like this would never even be considered in the Country Club area.
- The church in question (Rey De Reyes Evangelical Free Church), does not even portray a devout Christian church. I have had plenty of Jehovah Witness members come to witness to me here at my home. I have yet to have any member of the Rey De Reyes congregation come witness to me for my salvation. This church is not a good neighbor. It seems to me that their god is the U.S. dollar.
- In no way is this tower going to benefit the neighborhood. The only ones benefitting from this tower are Verizon and the church. The ones paying for the price are the people in the neighborhood.

Due to the late notice and several familial events, we just barely started canvassing our neighborhood. We have 83 signatures as of this writing. More of these opposition forms will be coming in as we canvass the neighborhood.

Here are some questions that we have:

- How many more times does Verizon have to hear from us that this tower is not welcomed in our neighborhood?
- What are some other locations that Verizon is willing to place this tower at other than in our neighborhood?

I apologize for the number of forms with minimal signatures, but I was trying to avoid multiple contact with neighbors due to COVID concerns.

We appreciate your attention to this matter.

Regards,  
Carlos & Beatrice Garza



# Opposition Against the Construction of Cell Phone Tower



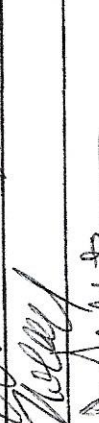






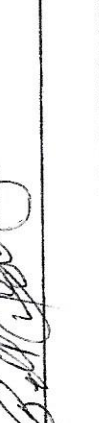
We, the undersigned, oppose the granting of a special permit by the City Plan Commission for the purpose of constructing a cell phone tower on 5901 Upper Valley Road El Paso, TX 79932.

Name	Address	Signature	Rec. Letter
SANTIAGO LUSAN	720 Scott	<i>[Signature]</i>	7-15-21
Miguel Escoto	724 Scott	<i>[Signature]</i>	7-15-21
HERNANDEZ, DANIEL	732 SCOTT	<i>[Signature]</i>	7-15-21
Laura Payne	728 Scott	<i>[Signature]</i>	7-15-21
Marina Payne	728 Scott	<i>[Signature]</i>	7-15-21
CeCe Brown	749 Scott	<i>[Signature]</i>	7-15-21
Julio Velasquez	748 Scott	<i>[Signature]</i>	7-15-21
SUSAN Velasquez	748 Scott	<i>[Signature]</i>	7-15-21
Cibele Pro	733 Scott	<i>[Signature]</i>	7-15-21
Norina Illueca	733 Scott	<i>[Signature]</i>	7-15-21
Shirley Marshall	708 Scott	<i>[Signature]</i>	7-15-21
	712 Scott	<i>[Signature]</i>	7-15-21



# Opposition Against the Construction of Cell Phone Tower

We, the undersigned, oppose the granting of a special permit by the City Plan Commission for the purpose of constructing a cell phone tower on 5901 Upper Valley Road El Paso, TX 79932.

Name	Address	Signature	Rec. Letter
Marcello	741 Villa Antigua Ct. 79932		✓
ANA MARIA HOWE	741 Villa Antigua Ct.		✓
Norm Badillo	744 Villa Antigua Ct.		✓
Deanna Lucero	729 Villa Antigua Ct.		✓
Roy Travençolo	704 Villa Antigua Ct.		✓
William S. Jacobs	717 Villa Antigua Ct.		
Aracely Britton	716 Villa Antigua Ct.		
Joelce Olivas	728 Villa Antigua Ct.		
Alonzo Madrid	708 Villa Antigua Ct.		
William Galvin	700 Villa Antigua Ct.		











## Salloum, Andrew M.

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**From:** Terry Bustamante <Terry.Bustamante@usi.com>  
**Sent:** Monday, July 19, 2021 9:40 AM  
**To:** District #8  
**Cc:** Salloum, Andrew M.  
**Subject:** FW: Opposition to proposed cell tower construction at Rey del Reyes church, PZST21-00004

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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**City of El Paso Automated System Message | EMAIL SENDER UNVERIFIED:**

The email from [Terry Bustamante](#) , sent by [Terry.Bustamante@usi.com](mailto:Terry.Bustamante@usi.com), cannot be verified as authentic. Please take caution, do not click on any links or open any attachments unless you trust the sender and know the content is safe. If you believe this to be a phish use the 'Phish Alert' button or forward to [SpamReport@elpasotexas.gov](mailto:SpamReport@elpasotexas.gov).

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**From:** Terry Bustamante  
**Sent:** Monday, July 19, 2021 9:34 AM  
**To:** [mayor@elpasotexas.gov](mailto:mayor@elpasotexas.gov)  
**Cc:** District #1 <[District#1@elpasotexas.gov](mailto:District#1@elpasotexas.gov)>; District2elpasotexas.gov>, <[District3@elpasotexas.gov](mailto:District3@elpasotexas.gov)>  
**Subject:** Re: Opposition to proposed cell tower construction at Rey del Reyes church, PZST21-00004

7/19/21

Good morning Honorable Mayor and city council.

We are emailing you with respects to the above captioned item #25 on your agenda for July 20, 2021. Rey Del Reyes Church located in the Upper Valley neighborhood is once again attempting to install a cell tower on their property. There are no issues with cell phone service out here, this church is **NOT** part of our neighborhood. They do not interact in our community and the congregation does not live in our area. They are only interested in the revenue that they will receive from Verizon. We have collected numerous signatures from our community opposing this cell tower. We are opposed to this cell tower for several reasons. This cell tower will definitely be an eyesore; 40 feet in height; towering over all our homes. This cell tower would distort the neighbors view of the beautiful Franklin Mountains . Upper Valley neighbors pay the third highest property taxes in El Paso. We moved to this area to get away from the hustle and bustle of living in the city; we want the Upper Valley to remain for generations to come as a beautiful peaceful area. If the cell tower proposition passes our property values would go down and the City of El Paso would lose tax revenue. But the most important reason is this cell tower would cause health issues for our children, grandchildren, adults, pregnant women and our elderly.

Verizon is taking the path of least resistance seeing that churches are hurting for money due to this pandemic. There are PLENTY of commercial areas where they can place their cell tower; we DO NOT want this in the middle of our beautiful neighborhood. We beg and plead and pray that you vote against this cell tower.

Respectfully submitted,

Jimmy & Terry Bustamante



713 Scott Lane  
El Paso, TX 79932

This e-mail and any files transmitted with it may contain confidential and/or privileged material. This e-mail is intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient or have received this e-mail in error, please notify the sender by replying to the sender. After notifying the sender of the error, you should immediately delete this e-mail from your system. Please be aware that any unauthorized disclosure, dissemination, distribution, duplication or use of the e-mail contents or any attachments therein is strictly prohibited.



## Salloum, Andrew M.

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**From:** rosa romero <rosamromero@yahoo.com>  
**Sent:** Sunday, July 18, 2021 12:34 PM  
**To:** Salloum, Andrew M.  
**Subject:** 40' wireless tower on 5901 Upper Valley road I am in opposition of the tower.

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Mr. Salloum,

I am writing to let you know that I am in opposition of a 40' wireless tower being placed right next to my home. I reside at 704 Al Smith. I am a doctor and live right behind the church that wants to place the tower. I have a minor child and am very concerned about the radiation that the tower will emit and the cancerous implications it can cause. It will Bring the property vales down and when I want to sell my property no one will want to buy it with an awful tower hindering the view.

The church owner or church people do not live there .So they don't care what happens to the people who live in the neighborhood they just want to get the money that the tower will provide them on a monthly basis. They don't care about the health implications it will cause. They are just there for a short while one day a week on Sunday ,so they don't care. They the owner has probably not even told the congregation what their plans are. I am in opposition of this monstrous eyesore in the neighborhood.

On another note these Church people owners have made a soccer area. They are very noisy and stay up till 11pm and sometimes past on a week day. People in the neighborhood work for a living and they get up early to get to their jobs and this constant noise is a big nuances . The church has cars parked and grown men hanging around drinking alcohol and shouting at night. It's become a very dangerous situation for the neighbors. These people stay past the normal hours. This situation can become very dangerous. when you have drunk men . The church people don't care because they don't live there and they don't have to put up with this on a weekly basis. I can hear all the noise .They are right in my caldesac shouting and saying obsenites and using bad language. I have a minor child hearing this from the so called church people. They are not good neighbors. On Sundays they are also very noisy with their services they open their doors and all the noise comes out.

The church has made an addition to the original building and added more buildings and extended the fence to the end of the property on 700 Al Smith. Does this property all belong to them? They did not have all this property When I moved in and had my house built.

I am very much opposed to a 40 foot tower in my neighborhood and having grown drunk men hanging around in the dark in shouting and drinking alcohol in the parking area. This was a very safe quiet neighborhood until the church started. I am not he only neighbor that has these complaints.

Rosa M. Romero D.D.S.



## Salloum, Andrew M.

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**From:** Brigitte Ballou <brigitte1276@gmail.com>  
**Sent:** Thursday, July 15, 2021 9:21 AM  
**To:** Salloum, Andrew M.; Carlos Garza  
**Subject:** Fwd: Rey de Reyes Cellular Tower

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning Sir,

I am again coming to you in reference to an appeal to the previous email I sent you on April 6th of this year. The Rey de Reyes Church (5901 Upper Valley) permit for the wireless service was denied and they have appealed. This has been an ongoing and long battle since 2018 and unfortunately continues. The residents in the area are against this wireless placement, however the church continues. I am a very concerned resident who resides adjacent to the church. I reside at 700 Al Smith Ln. I am writing this email to express my continued opposition of this wireless placement and pray that this harassment will eventually cease.

I can be reached at this email or my cellular telephone number (915) 253-3911

----- Forwarded message -----

**From:** Brigitte Ballou <[brigitte1276@gmail.com](mailto:brigitte1276@gmail.com)>  
**Date:** Tue, Apr 6, 2021 at 9:42 AM  
**Subject:** Rey de Reyes Cellular Tower  
**To:** <[SalloumAM@elpasotexas.gov](mailto:SalloumAM@elpasotexas.gov)>, <[District1@elpasotexas.gov](mailto:District1@elpasotexas.gov)>, <[cgarza@elp.rr.com](mailto:cgarza@elp.rr.com)>

To whom it may concern,

I am the owner of 700 Al Smith, the property adjacent to the Rey de Reyes Church requesting the special permit to allow placement of a wireless service facility (5901 Upper Valley). I am completely against the special permit being allowed and am concerned for many reasons that this be allowed. I have signed the petition in opposition against the construction of the cell phone tower. I can be reached at this email or my cellular telephone number (915) 243-3911.

Thank you,  
Brigitte Ballou



## **Salloum, Andrew M.**

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**From:** Rita Robles <ritaroblescs@gmail.com>  
**Sent:** Monday, July 19, 2021 2:24 PM  
**To:** Salloum, Andrew M.  
**Subject:** Case #PZST21-00004, Item 25 on council meeting agenda

July 19, 2021

Re: Case #PZST21-00004, Item 25 on council meeting agenda

Mr. Salloum,

I am very disappointed to have to write to you yet again about my opposition to the Verizon cell phone tower proposed for the Rey Del Reyes church on Upper Valley Road.

It is extremely disconcerting to have this issue arise over and over again, as if the neighborhood affected will somehow change its mind or be worn down. I assure you, regardless of tomorrow's outcome, none of us living in the affected neighborhood will stop fighting the imposition of the cell tower.

This is an established residential neighborhood. Cell phone towers should not be allowed in residential neighborhoods or public properties such as parks or libraries.

Verizon is a multi-billion dollar company and is capable of affording its own space on a property already designated for commercial space. There are plenty of other choices at Upper Valley and Artcraft (2), Upper Valley and Country Club, Doniphan and Country Club, Gomez and Westside Drive, just to name a few. There is also plenty of sprawling space available on the New Mexico side of Country Club, where no residential space will be affected. Verizon doesn't wish to spend more money, so it will instead reach into our neighborhood's pockets by lowering our home values.

Lower home values result in lower tax revenues for the city.

A doctor and two nurses in the neighborhood expressed health concerns for the proposed tower. Studies done in Germany and Israel point to an increased risk of cancer in the long term. None of us wish to be the test subjects for cancer potential.

We know the planning commission nor the city council wish to address these constituent health concerns. Who does then? Heaven forbid any one of my very fine neighbors contracts cancer, but if it happens, who do we go to then? Who takes responsibility for the health care costs then? We are positive Verizon cares only about a dollar amidst its billions. We would be incredibly disappointed to discover the city council members also only care about Verizon's dollars as well.

The council is tasked with being representative of its population. The entire neighborhood says no in the most urgent and vocal way possible. Will you not hear us?

Rita Robles  
716 Al Smith  
(915) 471-4368



Mr. Salloum,

My name is Chris Robles. I reside at 716 Al Smith in the affected subdivision of the proposed cell tower at the Rey de Reyes church. Regarding Special Permit PZST21-00004, I am strongly opposed to the special permit request by this church, Verizon and Romero and Associates LLC. I was opposed three years ago when the first special permit was granted by the Planning Commission and I spoke during the public portion of the city council meeting that voted down the measure. I intend to speak tomorrow at the Planning Commission meeting as well. Though the cell tower design has changed, it is still an eye-soar, will block our view of the mountains and only benefits the church.

- The church is the only one that benefits monetarily from this situation. They will be making money every month for the use of their land for this tower. It's disappointing that they have never reached out to us yet are well-aware that the neighborhood opposes this monstrosity. Their members do not live in our neighborhood so they don't have to see this every day.

- There are several suitable locations in this area in commercial zoned properties, however, Verizon/Romero and Associates LLC, would have to spend more money to place a tower in these locations. It is as simple as that. They will pay the church a fraction of the cost.

- There is a probable loss of property value as most people do not want to live next to a cell phone tower. If we sell our homes the view of the tower at the end of the street would make it much more difficult. We may consider hiring attorneys and asking for lower property taxes based on this if it is approved.

- The new design is just as bad as the original design, you can't cover up what it is. A cell tower is a cell tower. Photos of these "disguised" cell-towers posted on the internet are laughable.

- Health-care professionals who live in our neighborhood have expressed health concerns regarding radiation coming from this tower. Studies in other countries have shown the radiation can affect soft tissue. Just because there aren't the same studies done here in the US means we have to bury our heads.

I look forward to speaking with you tomorrow.



## Salloum, Andrew M.

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**From:** David Brown <david.brown@ticketmaster.com>  
**Sent:** Wednesday, July 14, 2021 4:56 PM  
**To:** District #1; Mayor; Salloum, Andrew M.  
**Subject:** Cell Tower Upper Valley Road - Please approve!

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello!

Below is a message I came across on the Next Door App. I know cell towers are hardly ever welcomed with open arms, especially in residential neighborhoods. That being said, we really DO need better mobile service in that area. I live on River Park Place 79932 and using mobile service is low to none.

I have to go outside to talk to clients when they call for support. I'm the local IT support for all Ticketmaster venues in El Paso which requires me to be available in the evenings when most events are taking place. This includes County Coliseum, Plaza Theater, Abraham Chavez, Judson Williams, Sun Bowl Stadium, Don Haskins, etc. We also have a small Organic Backyard Farm ([www.BlessedOrganicsLLC.com](http://www.BlessedOrganicsLLC.com)) and it's always hard to speak to customers.

Just wanted to share a couple of business related examples of why we need this. **Please allow our neighborhood to have better mobile reception.**

**This is what I read from Next door APP. I know Mr. Carlos is against this tower and pushing to have this turned down again but the lack of adequate mobile reception really does negatively affect our well-being in so many ways.**

**Cell Tower Upper Valley Road.** Neighbors, Sending this again with more email addresses to add to your emails to all the city representatives. My name is Carlos Garza and I reside at 709 Scott Ln. Currently, there is a notice for a wireless tower proposal to be installed at the Rey de Reyes church on Upper Valley Road, which is in our subdivision. This battle has been previously fought in 2018, with a defeat for the proposed tower. It was turned down before by the El Paso Planning Committee then and again on April 2021. The wireless tower folks appealed it. Now they want to try again. This is why you may want to reach out to Peter Svarzbein, your representative at 915-212-1002 and/or [District1@elpasotexas.gov](mailto:District1@elpasotexas.gov). You may also want to contact Mayor Oscar Leaser's office to provide your opposition at [mayor@elpasotexas.gov](mailto:mayor@elpasotexas.gov) and/or 915-212-0021. Please contact the other representatives at: [District2@elpasotexas.gov](mailto:District2@elpasotexas.gov) [District3@elpasotexas.gov](mailto:District3@elpasotexas.gov) [District4@elpasotexas.gov](mailto:District4@elpasotexas.gov) [District5@elpasotexas.gov](mailto:District5@elpasotexas.gov) [District6@elpasotexas.gov](mailto:District6@elpasotexas.gov) [District7@elpasotexas.gov](mailto:District7@elpasotexas.gov) [District8@elpasotexas.gov](mailto:District8@elpasotexas.gov) And Andrew Salloum at [SalloumAM@elpasotexas.gov](mailto:SalloumAM@elpasotexas.gov) There is an urgency to have this done as this comes to the city representatives on 07/20/21. Thank you for your attention to this matter. Please let your neighbors know. Carlos & Beatrice Garza

t/HANKS!

**David Brown**

Technology Support Services - West Texas & New Mexico



Office: 915-521-2307  
Mobile: 915-727-8918  
El Paso TX, 79901

Search our knowledgebase, chat with a support specialist, or submit a case on the [TM1 Support app](#).  
If your issue is urgent, you can call Product Support at 1-877-787-5151









El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 21-730, 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**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553; Karina Bragalla, (915) 212-1604

#### **AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

An Ordinance amending the City of El Paso's Comprehensive Plan, "Plan El Paso".



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 7, 2021  
**PUBLIC HEARING DATE:** July 20, 2021

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Karina Brasgalla, (915) 212-1604

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.1 Provide business friendly permitting and inspection processes  
3.2 Improve the visual impression of the community

**SUBJECT:**

An Ordinance amending the City of El Paso's Comprehensive Plan, "Plan El Paso".

**BACKGROUND / DISCUSSION:**

This is a proposed addendum to *Plan El Paso*, the City's Comprehensive Plan, intended to address the growing demand for trade-supportive uses in the Mission Valley region. This document would supplement existing guidance and policies related to the O-3, Agriculture designation of the Future Land Use Map. City Plan Commission recommended 8-0 to approve the proposed amendment on June 3, 2021. See attached memo for additional information.

**PRIOR COUNCIL ACTION:**

City Council initially adopted *Plan El Paso* on March 6, 2012.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)





# Planning and Inspections

## MEMORANDUM

### **MAYOR**

Oscar Leeser

### **CITY COUNCIL**

#### **District 1**

Peter Svarzbein

#### **District 2**

Alexsandra Anello

#### **District 3**

Cassandra Hernandez

#### **District 4**

Joe Molinar

#### **District 5**

Isabel Salcido

#### **District 6**

Claudia L. Rodriguez

#### **District 7**

Henry Rivera

#### **District 8**

Cissy Lizarraga

### **CITY MANAGER**

Tommy Gonzalez

**TO:** City Council

**FROM:** Karina Brasgalla, AICP  
Lead Planner  
Planning and Inspections Department

**DATE:** June 29, 2021

**RE:** *Plan El Paso* Addendum: O-3, Agriculture Land Use Designation  
Recommendations, Goals & Policies

Mayor and Council,

Attached for your consideration is a draft addendum to *Plan El Paso*, the City's Comprehensive Plan. This document would supplement existing guidance and policies related to the O-3, Agriculture designation of the Future Land Use Map. The addendum is specifically to address the growing demand for trade-supportive uses in the Mission Valley region.

A public meeting was held virtually on May 6, 2021 with residents of the Mission Valley Planning Area, including representatives from the Mission Valley Civic Association and Corridor 20 Civic Association. The proposed amendment was presented. Feedback was positive with many residents noting that the area is in transition and that industrial development would bring in much needed jobs. Primary concerns expressed were related to traffic and noise. Additional comments noted a desire to protect remaining farmland and existing residential developments.

Attachment: 2021 *Plan El Paso* Addendum

**Philip F. Etiwe, Director**

Planning and Inspections Department | 801 Texas Ave. | El Paso, TX 79901  
Office: (915) 212-0104 | FAX: (915) 212-0084



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CITY OF EL PASO’S COMPREHENSIVE PLAN,  
“PLAN EL PASO”.**

**WHEREAS**, Plan El Paso, as subsequently amended, was initially adopted by the El Paso City Council on March 6, 2012 pursuant to provisions of the Texas Local Government Code as the Comprehensive Plan for the City; and

**WHEREAS**, the Comprehensive Plan provides a basis for the City’s regulations and policies that directs its physical and economic development; and

**WHEREAS**, the Future Land Use Map is one of the policies adopted by the El Paso City Council contained within the Comprehensive Plan which identifies desired land use patterns; and,

**WHEREAS**, the City’s Future Land Use Map serves as a guide to the type and manner of future development for the City of El Paso; and,

**WHEREAS**, changing conditions in the City necessitate an amendment to the guidance provided for properties designated O-3, Agriculture on the City’s Future Land Use Map; and,

**WHEREAS**, under the provisions of Chapter 213 of the Texas Local Government Code, the city may amend a comprehensive plan by ordinance following a hearing at which the public is given the opportunity to give testimony and present written evidence and after review by the municipality's planning commission; and,

**WHEREAS**, on June 3, 2021 a public hearing was held by the City of El Paso City Plan Commission, and the public was given the opportunity to give testimony and present written evidence; and,

**WHEREAS**, after review of the proposed amendment to the comprehensive plan the City Plan Commission recommended approval of the amendment and forwarded their recommendation to City Council; and,

**WHEREAS**, after publication in the City’s official newspaper and after posting the agenda at City Hall more than seventy-two (72) hours before the public hearing, the El Paso City Council conducted a public hearing where the public was given the opportunity to give testimony and present written evidence;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

1. That the addendum attached herein as **Exhibit “A”** be incorporated by reference into the City’s Comprehensive Plan, Plan El Paso, for all purposes.



2. That Plan El Paso and its related documents, as herein modified, shall remain in full force and effect as to the long-range general policies for guiding growth and development in the City.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE CITY OF EL PASO**

**ATTEST:**


\_\_\_\_\_  
Oscar Leeser  
Mayor

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Russell Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Philip Etiwe, Director  
Planning & Inspections Department



## EXHIBIT “A”

### PLAN EL PASO ADDENDUM: O-3, AGRICULTURE LAND USE DESIGNATION RECOMMENDATIONS, GOALS & POLICIES

## Plan El Paso Addendum: O-3, Agriculture Land Use Designation Recommendations, Goals & Policies

Adopted July 21, 2021

### Overview

This addendum to Plan El Paso serves as an update to language in the Plan regarding the preferred future use of existing agricultural lands throughout the City. Plan El Paso was adopted in March of 2012. In the ensuing years, development trends involving farmland outside of the City, particularly in the area of the Ysleta Port of Entry (POE) in El Paso County and the City of Socorro, have resulted in new priorities for the City, requiring a more nuanced approach to farmland management near the ports of entry. The updated goals and policies in this addendum reflect these shifting priorities.

### Background

Plan El Paso as adopted includes several goals and policies on preferred future conditions for existing agricultural lands throughout the City. These goals and policies generally call for the preservation of existing agricultural land and protection from conversion of such land for more intense development:

**Policy 1.5.2:** This plan discourages urban development of irrigated farmland along the Rio Grande, which is designated in the O-3 “Agriculture” open-space sector. The City and EPWU-PSB should ensure that their individual regulations are complementary and do not encourage unnecessary development of irrigated farmland. Consideration needs to be given to incentivizing preservation of agricultural lands, including conducting a full evaluation of best practices that could mitigate their full development.

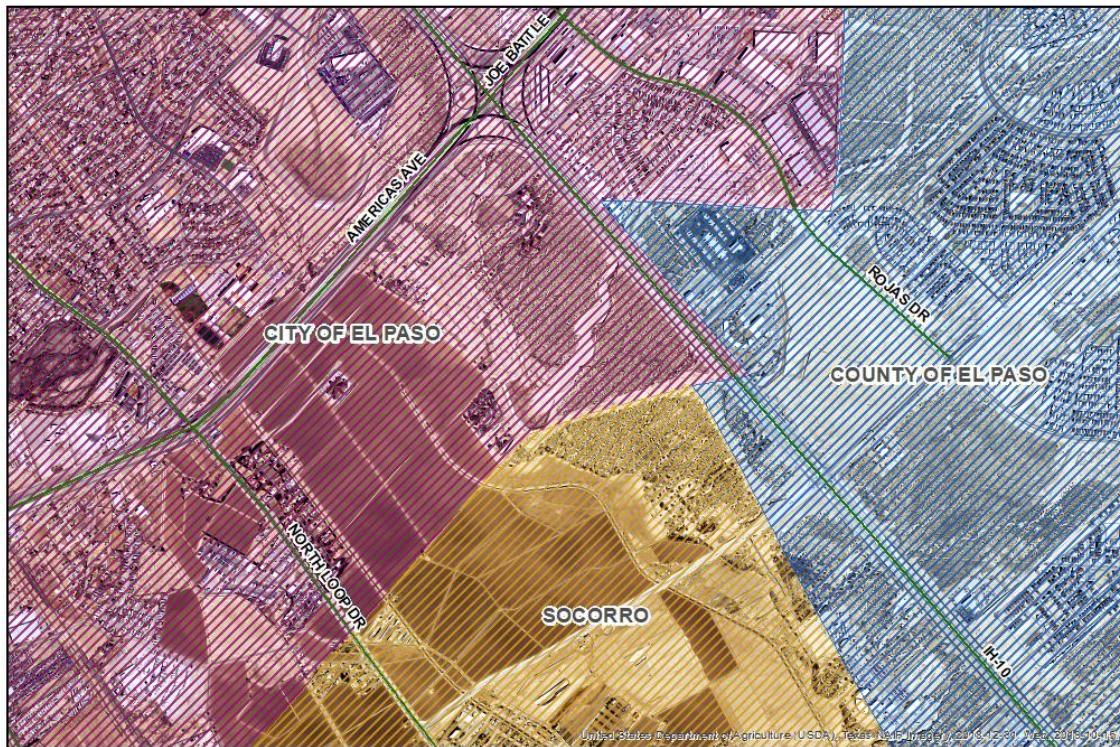
- a. Examples to consider when dealing with irrigated farmland inside the City include:
  - i. Providing a density bonus for development of formerly active farmland when at least 50% of the lots allow for small-scale farming, the bonus being proportional to the area being reserved for farming.
  - ii. Discouraging the rezoning of agriculture land except where a percentage of small-scale farming has been reserved.

(Plan El Paso pg. 1.40)



In the years since the Plan's adoption, the City has made progress on implementing this policy:

- In 2017 City Council amended the Northwest Upper Valley Plan, which includes much of the remaining active farmland on the City's west side, to require development proposals to set aside a minimum 30% of the development parcel for agricultural, open space, or related uses.
- Staff in the Planning & Inspections Department has consistently referenced Plan El Paso guidance in making recommendations to City Plan Commission and City Council on requests to change development entitlements for O-3 designated properties, helping to preserve agricultural activities on some such properties.



Ysleta Port of Entry Area with Municipal Boundaries

### Development Trends in the Mission Valley Area

The Mission Valley area, including land in the extreme southeast of the City of El Paso and extending further southeast into El Paso County and through multiple other municipalities, has been a predominantly agricultural area for a century owing to its access to the Rio Grande. However, the amount of farmed land has been shrinking both in this area, and across El Paso County:

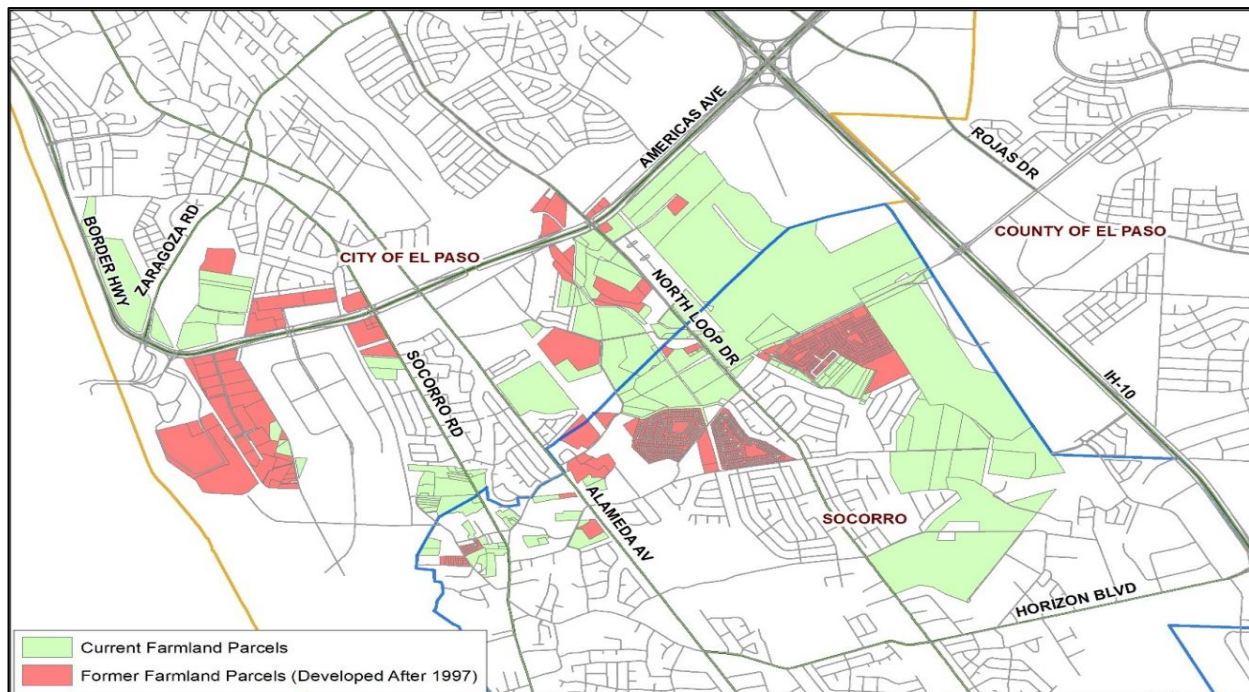


	1987	1992*	1997	2002	2007	2012	2017
Number of Farms	422	438	415	600	590	657	656
Irrigated Land Acres	40,662	41,983	41,447	37,197	37,788	24,914	31,629
% of Farms Under 5 acres	41.2	45.7	44.8	50	59.2	59.5	70.1
Value of Products Sold (in millions)	\$66.065	\$88.06	\$76.673	\$67.884	\$47.464	\$45.535	\$46.739
Total Farm Acres	236,667	N/A	243,684	113,948	168,556	209,393	142,675

Source: United States Department of Agriculture

The reduction in agricultural land use is a result of multiple factors:

- Population growth in the El Paso metropolitan area, particularly from the 1960s to 2000, led to the sales of farmland for conversion to single-family residential development and associated commercial services.
- National economic trends that disincentivize the continuation of multi-generational family owned and operated small farms, including the globalization of the consumer product supply chain and increased corporatization of all sectors of the national and international economy.
- The aging of individuals operating small farms, combined with the lack of personal security regarding retirement, incentivizes the sale of small farms to development interests.
- The North American Free Trade Agreement, enacted in 1994, transformed Ciudad Juarez into a manufacturing center of goods for international sale, leading to increased cross-border commerce in El Paso, particularly in the immediate vicinity of the Ysleta POE (also known as the Zaragoza Bridge).



Farmland Transition in the Mission Valley Area Between 1997 and 2019. Most of these conversions occurred prior to 2010.



Over the past 5 years, the Ysleta POE has experienced steady growth in the number of commercial crossings. This trend is expected to continue into the future, necessitating trade-supporting uses proximate to the bridge. The nearby Amazon fulfillment center located along Rojas Drive and I-10 is set to open in 2021. The center is expected to drive additional demand for shipping and logistics development in the immediate area. In anticipation of these changes, on August 20, 2020, the City of Socorro adopted an amendment to their Master Plan to allow industrial and heavy commercial uses. This was accompanied by a 283.86-acre rezoning to IC-MUD (Industrial/Commercial-Mixed Use District).

The Plan El Paso policies as adopted in 2012 no longer align with the City's conception of the best future use of farmland properties in this area. There are substantial economic benefits of farmland conversion in this area. Potential industrial and commercial uses can help diversify the local economy, increase commercial tax base, and lead to job creation.

### **Amended Design Guidance for O-3 – Agriculture**

Inactive farmland may be converted to commercial and industrial uses when there is a clear economic benefit to the City. As the area is in transition, care should be taken to protect remaining farmland and existing residential development from negative externalities. New development should be encouraged to make provisions to maintain a landscaped buffer along any property line that abuts residential uses and along any irrigation canals, spurs and drains, to include native plants and trees. Industrial and commercial developments should implement thoughtful design that mitigates the noise, light, and traffic impacts on surrounding areas to the greatest extent possible.



# *Plan El Paso* Addendum

## **Strategic Goal 3.**

Promote the Visual Image of  
El Paso





# Comprehensive Plan

- *Plan El Paso* adopted in 2012
- Plan provides a vision for the future
  - goals
  - objectives
  - policies
- Offers guidance on land development decisions

YSLETA EASTON **NORTHEAST** MISSION VALLEY AUSTIN HIGH SCHOOL PLACE SAN JACINTO PLAZA NORTHGATE  
 PIEDRAS DRIVE RIM ROAD NEIGHBORHOOD MADELINE DRIVE MUNDY PARK  
 BURGESS HIGH SCHOOL SUNSET HEIGHTS **WESTSIDE** JACKSON  
 ARROYO PARK HUECO TANKS STATE PARK CORK  
 FRANKLIN MOUNTAINS **PLAN EL PASO** PARK TOM LEA PARK  
 CATHEDRAL HIGH LORETTO ACADEMY  
 GRAND VIEW OREGON CORRIDOR SNOW HEIGHTS PARK KIDD FIELD  
**FORT BLISS** AMERICAS HIGH SCHOOL ALTHEA PARK KERN PLACE  
 HOUSTON PARK MISSION HILLS SOUTH RIDGECREST  
 BANDOLERO TARASCAS LOMAS DEL REY LAKEHURST FESTIVAL HILLS  
 LAMBKA PARK FALCON HILLS ROSEDALE **MISSION VALLEY** FARMS  
 HIGHRIDGE CRESTMONT PARK MESA HILLS  
 BELVIDERE BEAR **CENTRAL** RIDGE REMCON MONTOYA HEIGHTS  
 THREE HILLS SUNSET VIEW WEST GREEN BORDERLAND  
 MARWOOD PARK RIVERBEND EASTWOOD MEMORIAL PARK ARMSTRONG FIELD  
 HIGHLAND PARK MILITARY HEIGHTS AUSTIN TERRACE **EASTSIDE**  
 FIVE POINTS LOGAN HEIGHTS SUNRISE  
 ASARCO NATIONS TOBIN PARK TERRACE HILLS MINER VILLAGE SAMBRANO  
 DOLPHIN PARK APOLLO HEIGHTS PLEASANT HILLS TIMBERWOLF  
 WASHINGTON PARK STILES GARDEN LAFAYETTE PLACE  
 SEGUNDO BARRIO BUENA VISTA COLLINGSWORTH GARDENS  
 SUN VALLEY PARKLAND MEDINA RIVERSIDE PARK CLARDY FOX  
 DELTA PARK





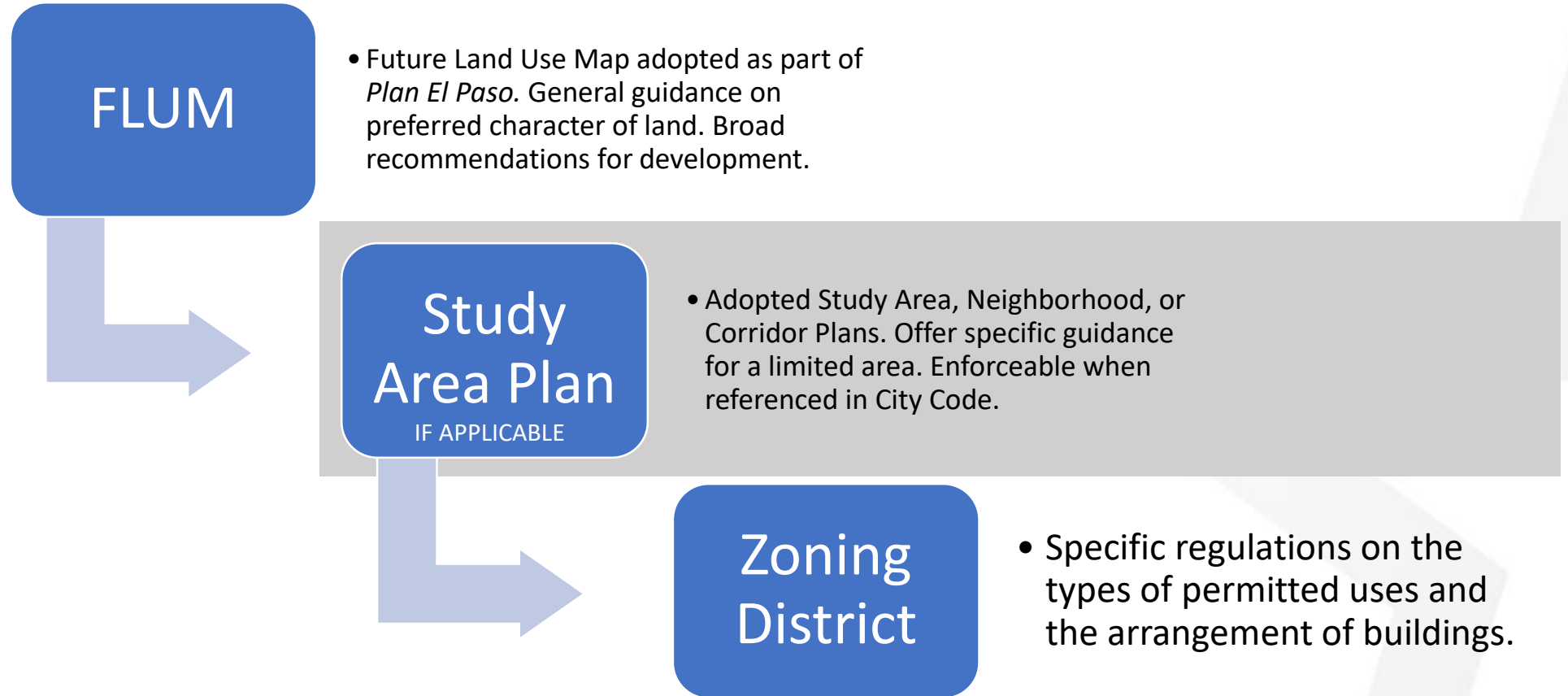


# Future Land Use Map

- The Future Land Use Map (FLUM) provides guidance on the preferred development character of land
- Planning staff uses this guidance to make recommendations to City Plan Commission and City Council on land use applications
- Planning staff does not make recommendations to Council that are in conflict with *Plan El Paso* guidance



# Development Review



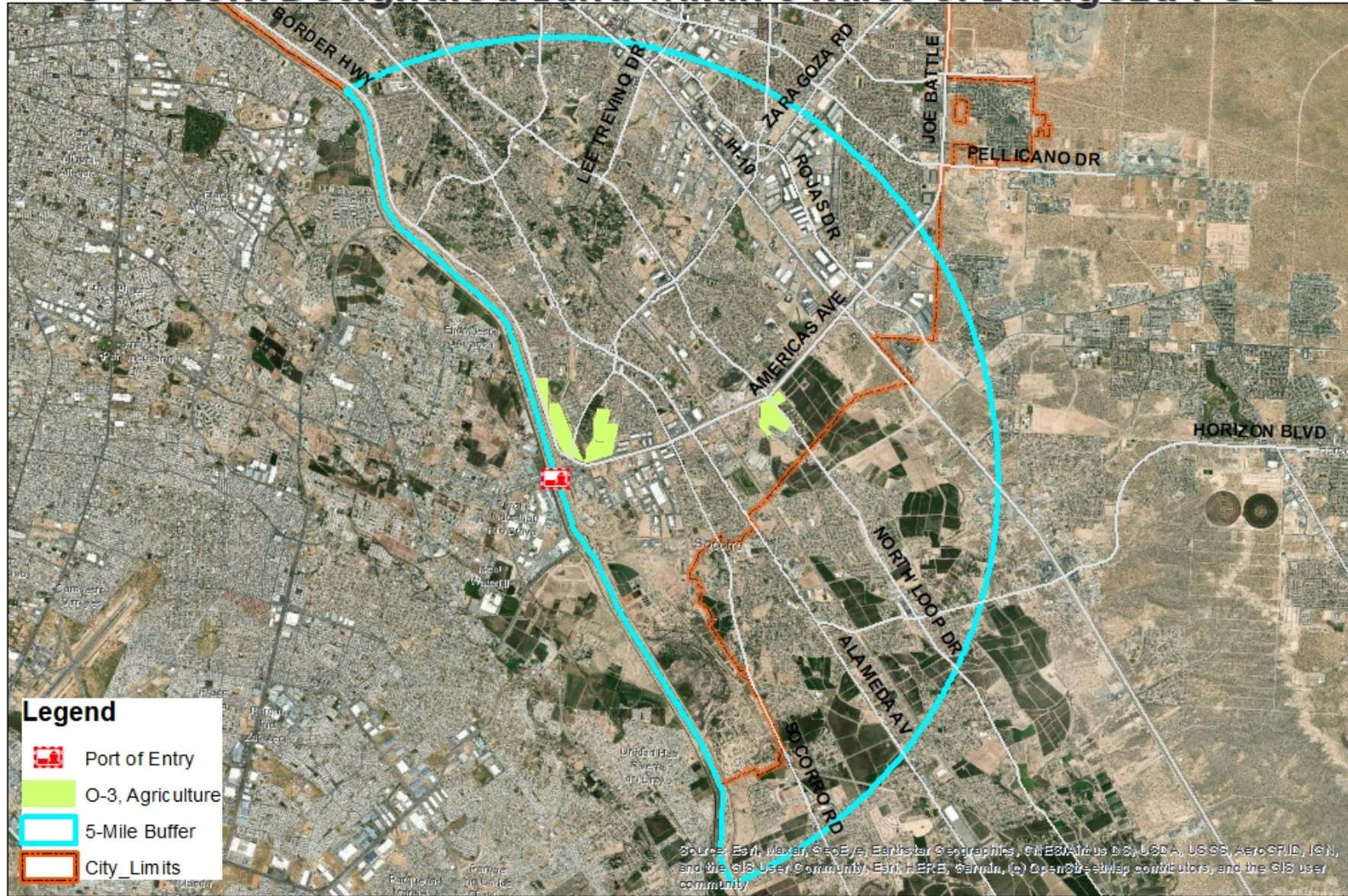


## O-3 (Agriculture) Designation

- Specific guidance for O-3, Agriculture land use designation:
  - “As much irrigated farmland as possible should be retained for permanent use as commercial farms and rural homesteads.” (Pg. 1.37)
  - “Policy 1.5.2: This plan discourages urban development of irrigated farmland along the Rio Grande, which is designated in the O-3 Agriculture open-space sector.” (Pg. 1.40)
- *Plan El Paso* is a living document
- Guidance for O-3 designated land can be updated



# O-3 FLUM Designated Land within 5 Miles of Zaragoza POE



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 introduce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



0 3,100 6,200 12,400 18,600 24,800 Feet



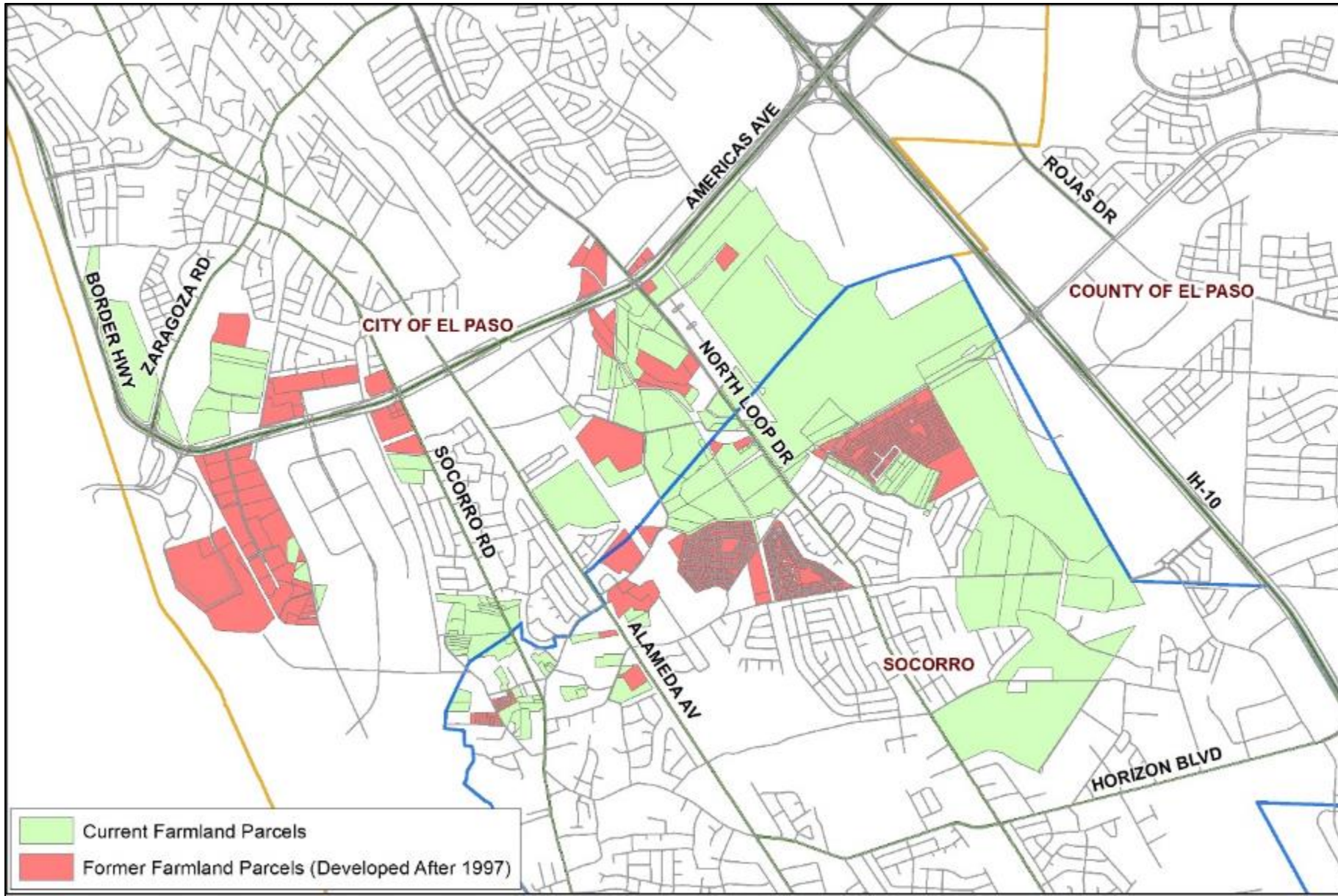


# Development Trends

- Reduction and conversion in active farmland within City limits
- Increase in border commerce-related uses
  - proximity to Zaragoza Port of Entry
  - Amazon fulfillment center
- City of Socorro FLUM update and Rezoning - August 20, 2020
  - permit industrial/commercial uses on inactive farmland

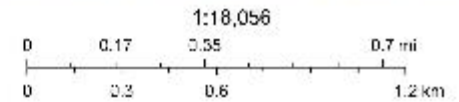
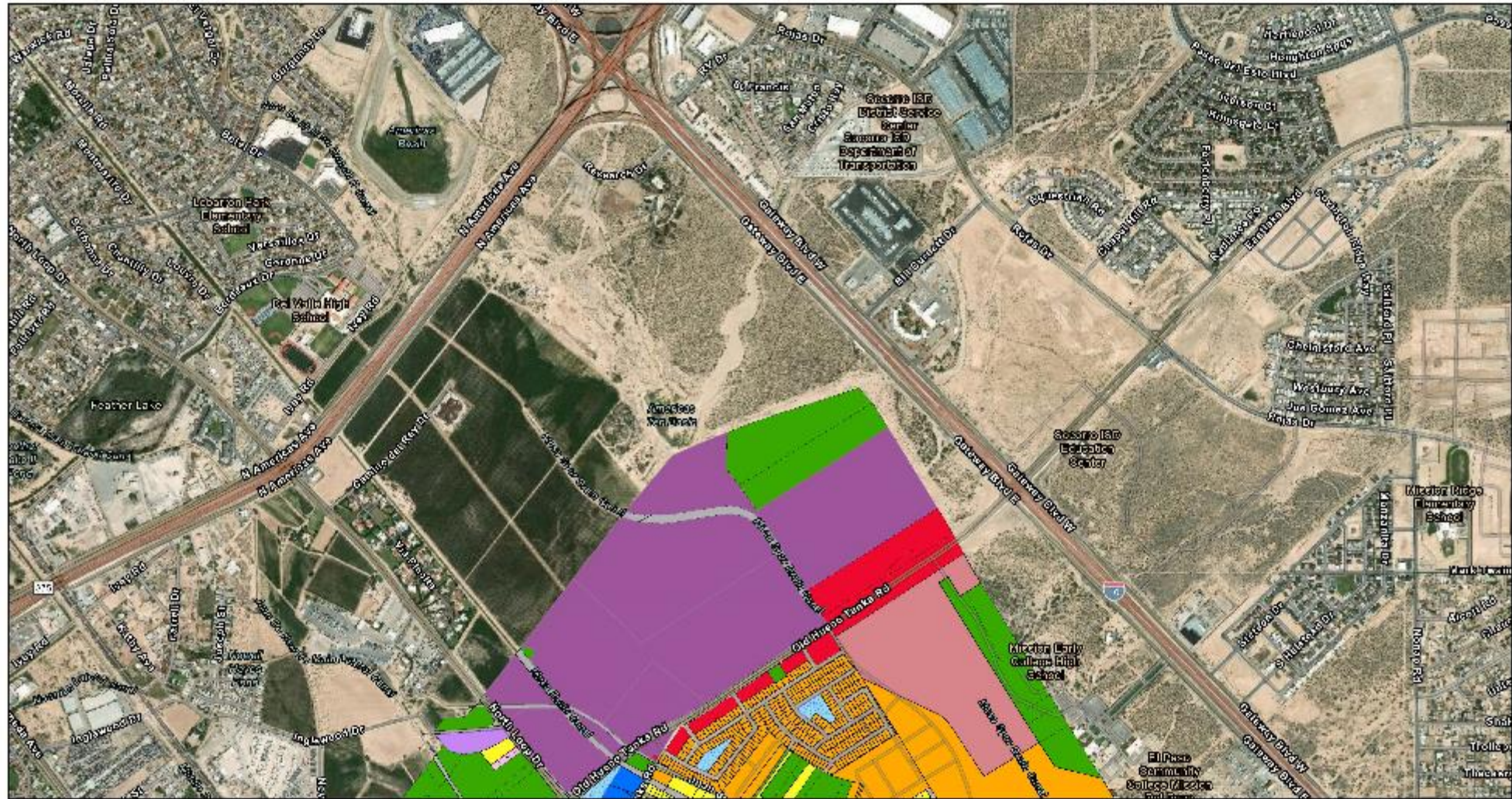


# Farmland Transition





# City Of Socorro Zoning Map



El Paso Community Maps Corporation, City of El Paso, Texas; Tanker & Associates, Inc. HERE, Google, SAGGON, INCREMENT 1 MFT; NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, Vizzor



# In Conclusion

- New demand for conversion to shipping & logistics uses supporting cross-border commerce
- Current guidance from *Plan El Paso* does not address these possible land use changes
- Proposed amendment to *Plan El Paso* to provide updated guidance that reflects current conditions
- Allow a transition to occur over time as needed





## Public Meeting

- May 6, 2021 virtual meeting in conjunction with District 6
- Included representatives from the Mission Valley Civic Association and Corridor 20 Civic Association





## Recommendation

- On June 3, 2021, City Plan Commission voted unanimously to approve (8-0)



# Proposed Addendum

Inactive farmland may be converted to commercial and industrial uses when there is a clear economic benefit to the City.

As the area is in transition, care should be taken to protect remaining farmland and existing residential development from negative externalities.

New development should be encouraged to make provisions to maintain a landscaped buffer along any property line that abuts residential uses and along any irrigation canals, spurs and drains, to include native plants and trees.

Industrial and commercial developments should implement thoughtful design that mitigates the noise, light, and traffic impacts on surrounding areas to the greatest extent possible.





## 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





Legislation Text

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**File #: 21-733, Version: 1**

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**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553

Planning and Inspections, Armida R. Martinez, (915) 212-1605

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

An Ordinance granting a Special Privilege License to El Paso Independent School District for the maintenance, use and repair of an existing underground tunnel encroaching within a portion of Arizona Avenue between Kansas Street and Stanton Street; setting the license for a term of fifteen years (15) with one (1) renewable fifteen (15) year term.

Subject Property: 1014 N. Stanton Applicant: El Paso Independent School District NESV2018-00014



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 7, 2021  
**PUBLIC HEARING DATE:** July 20, 2021

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Armida R. Martinez, (915) 212-1605

**DISTRICT(S) AFFECTED:** District 8

**STRATEGIC GOAL:** #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.1 Provide business friendly permitting and inspection processes  
3.2 Improve the visual impression of the community

**SUBJECT:**

An Ordinance granting a Special Privilege License to El Paso Independent School District for the maintenance, use and repair of an existing underground tunnel encroaching within a portion of Arizona Avenue between Kansas Street and Stanton Street; setting the license for a term of fifteen years (15) with one (1) renewable fifteen (15) year term.

Subject Property: 1014 N. Stanton

Applicant: El Paso Independent School District

**BACKGROUND / DISCUSSION:**

The applicant is requesting to legalize an existing 808 square foot underground tunnel that will serve to share utilities and allow pedestrian passage between an existing building and construction of the new EPISD administration building.

**PRIOR COUNCIL ACTION:**

N/A.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
Philip F. Etiwe – Planning and Inspections Director



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO EL PASO INDEPENDENT SCHOOL DISTRICT FOR THE MAINTENANCE, USE AND REPAIR OF AN EXISTING UNDERGROUND TUNNEL ENCROACHING WITHIN A PORTION OF ARIZONA AVENUE BETWEEN KANSAS STREET AND STANTON STREET; SETTING THE LICENSE FOR A TERM OF FIFTEEN YEARS 15) WITH ONE (1) RENEWABLE FIFTEEN (15) YEAR TERM.**

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

**SECTION 1. DESCRIPTION**

The City of El Paso (hereinafter called "City") hereby grants a Special Privilege License (hereinafter called "License") to **El Paso Independent School District** (hereinafter referred to as the "Grantee"), for the maintenance, use and repair of an existing Underground Tunnel encroaching 808 square feet into the public right-of-way under a portion of Arizona Avenue between Kansas Street and Stanton Street as shown in *Exhibit "A,"* which is made a part hereof for all purposes (hereinafter referred to as "License Area").

**SECTION 2. LICENSE AREA**

The subsurface rights granted herein under portions of rights-of-way under Arizona Avenue between Kansas Street and Stanton Street and legally described as an existing utility tunnel within the right-of-way of Arizona Avenue between Fractional Block 3, and Block 9, Alexander Addition in the City of El Paso, El Paso County, Texas, to maintain, use and repair an existing Underground Tunnel is more particularly shown in *Exhibit "B,"* which is made a part hereof for all purposes (hereinafter referred to as "License Area").

**SECTION 3. USE OF PROPERTY**

This License is granted solely for the encroachment onto City rights of way, which includes the requirement and responsibility for maintenance, use and repair of the existing Underground Tunnel which may include various future improvements, including but not limited to allow pedestrian passage and utility lines. Grantee agrees to maintain the License Area in proper working condition and in accordance with all applicable City specifications, which includes restoration to allow and not impede the City's use of the right of way for pedestrian and vehicular access.

This Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving License Area in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the existing Underground Tunnel as provided herein, Grantee shall not construct any additional improvements, or make any

**ORDINANCE NO. \_\_\_\_\_**

**NESV2018-00014**

18-1007-2306 | 1047180

EPISD

RTA



additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

#### **SECTION 4. REGULATION OF CONSTRUCTION**

The work done by Grantee in replacing, repairing, reconstructing, or maintaining the existing Underground Tunnel shall be subject to and governed by all the applicable laws, rules and regulation of the City, State, and Federal laws that are applicable to the maintenance and repair of the existing Underground Tunnel. Work done in connection with the repair and maintenance of the existing Underground Tunnel is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the existing Underground Tunnel built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with any applicable City codes.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property. Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power to remove or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

#### **SECTION 5. TERM**

License Term for the existing Underground Tunnel: In accordance with City Code, Subsection 15.08.120(E)(3)(c), this license authorizing the encroachment of the existing Underground Tunnel, as more particularly identified in *Exhibit "B,"* shall be for a term of fifteen (15) years from the Effective Date hereof, unless terminated earlier as provided herein.

Grantee shall have the right to extend this Special Privilege for one (1) additional fifteen (15) year term upon written notice to the City. If Grantee wishes the City to extend this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the expiration date.



## **SECTION 6. WORK DONE BY OTHERS**

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area. If the City requires Grantee to alter, change, adapt, remove, or relocate the existing Underground Tunnel due to imminent public safety concerns, or because of changes in the grade of the License Area or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its existing Underground Tunnel or any portion thereof to enable any other entity or person, except the City, to use, or to use with greater convenience, the License Area, Grantee shall not be required to make such changes.

## **SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS**

Except as provided herein, the City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area.

## **SECTION 8. CONSIDERATION**

As consideration for this special Privilege License, the Grantee shall pay to the City ONE THOUSAND SIXTY and 00/100 DOLLARS (\$1,060.00) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs



associated with the existing Underground Tunnel, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

#### **ADVANCE PAYMENT OPTION:**

Grantee shall have the option of pre-paying the City the entire amount for the FIFTEEN (15) year term of the License, prior to the execution of this License. The FIFTEEN (15) year amount is equal to THIRTEEN THOUSAND THIRTY-THREE AND 84/100 DOLLARS (\$13,033.84). Said \$13,033.84 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire FIFTEEN (15) year term of the License.

To the extent allowed by law, both the annual consideration and the advance payment shall be exclusive of and in addition to all applicable general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's existing Underground Tunnel Encroachment required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

#### **SECTION 10. INSURANCE**

**Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee's contractors or agents shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the time of construction. The City shall be named as an additional insured on all of the contractors or agents insurance policies that are required by this License. Failure to maintain insurance after receipt of notice of default and thirty (30) days to cure shall be a material breach of this License and a basis for termination of this License by the City.**

**Grantee's contractors or agents shall maintain liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per person, and Two Million and No/100 Dollars (\$2,000,000.00) for each single occurrence, and, in addition, will provide property damage liability insurance**



in a minimum one of any accident or other cause. These amounts are not a limitation upon the Grantee's Contractors or Agents agreement to indemnify and hold harmless.

Grantee's Contractors and Agents shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage change without thirty (30) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums.

Grantee shall file a copy of insurance with the Financial Services Department and the Planning and Inspections Department.

SECTION 11. INDEMNITY The City acknowledges that the Grantee cannot agree to indemnification or damages provisions pursuant to its fiscal law policies. However, the Grantee will agree to include the following provisions in its agreements with contractors performing work on the Property under this Special Privilege.

The Contractor, its Agent 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 THE THIRD PARTY ACTIVITIES, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor or Agent every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor or its Agent 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 Contractor or its Agent will pay all judgments finally establishing liability of the City in actions defended by the Contractor or its Agent pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor or its Agent, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor or its Agent's property from any cause.



## **SECTION 12. RIGHTS IN THE EVENT OF ABANDONMENT**

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the existing Underground Tunnel or a portion thereof or ceases to use the existing Underground Tunnel Encroachment for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license and the completion of construction of the existing Underground Tunnel, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

## **SECTION 13. CANCELLATION**

Grantee shall have the option to terminate this License at any time upon giving the City written notice ninety (90) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after ninety (90) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within ninety (90) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time for any reason upon giving the Grantee written notice ninety (90) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove the existing Underground Tunnel Encroachment located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

## **SECTION 14. RECORDS**

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the reconstruction, replacement, maintenance, and repair of the existing Underground Tunnel within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction

**ORDINANCE NO.** \_\_\_\_\_

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RTA

**NESV2018-00014**



drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

### **SECTION 15. NOTICE**

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY:	City of El Paso Attn: City Manager 300 North Campbell Street El Paso, Texas 79901
with copy to:	City of El Paso ATTN: Planning and Inspections Department 811 Texas Avenue El Paso, Texas 79901
with copy to:	City of El Paso ATTN: Financial Services Department – Financial Accounting & Reporting 300 North Campbell Street El Paso, Texas 79901
GRANTEE:	El Paso Independent School District Attn: General Counsel PO Box 20100 El Paso, Texas 79998-0100
	El Paso Independent School District Attn: Executive Director of Facilities and Construction PO Box 20100 El Paso, Texas 79998-0100
	El Paso Independent School District Attn: Executive Director Operations & Support Services PO Box 20100 El Paso, Texas 79998-0100

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

**ORDINANCE NO.** \_\_\_\_\_

18-1007-2306 | 1047180

EPISD

RTA

**NESV2018-00014**



**SECTION 16. ASSIGNMENT**

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

**SECTION 17. LEASING OR DEDICATION OF FACILITIES**

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

**SECTION 18. ADMINISTRATION OF LICENSE**

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

**SECTION 19. NO PROPERTY RIGHTS**

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

**SECTION 20. INTENTIONALLY DELETED.****SECTION 21 RIGHT OF ENTRY AND INSPECTION**

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

**SECTION 21. LAWS AND ORDINANCES**

Grantee shall comply with all applicable statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

**SECTION 22. ENTIRE AGREEMENT**

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

**SECTION 23. SEVERABILITY**

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder



of this license.

#### **SECTION 24. LAWS GOVERNING/VENUE**

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

#### **SECTION 25. RESTRICTIONS AND RESERVATIONS**

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

#### **SECTION 26. EFFECTIVE DATE**

The Effective Date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

#### **WITNESS THE FOLLOWING SIGNATURES AND SEALS**

##### **THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leaser  
Mayor

##### **ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

##### **APPROVED AS TO FORM:**

\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

##### **APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Phillip F. Etiwe, Director  
Planning and Inspections Department

**ORDINANCE NO.** \_\_\_\_\_  
18-1007-2306 | 1047180  
EPISD  
RTA

**NESV2018-00014**



## ACCEPTANCE

The above instrument, with all conditions thereof, is here by accepted this 14<sup>th</sup> day of May, 2021.

*Approved as to form*

Signed: Monday, April 19, 2021

*[Signature]*

## GRANTEE:

El Paso Independent School District

By: *[Signature]*, as Board President

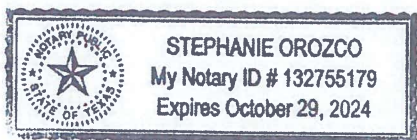
Signed: Monday, April 19, 2021

## ACKNOWLEDGMENT

THE STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument is acknowledged before me on this 11<sup>th</sup> day of May, 2021, by Bob Geske as Grantee.



*Stephanie Orozco*  
Notary Public, State of Texas

Stephanie Orozco  
Notary's Printed or Typed Name

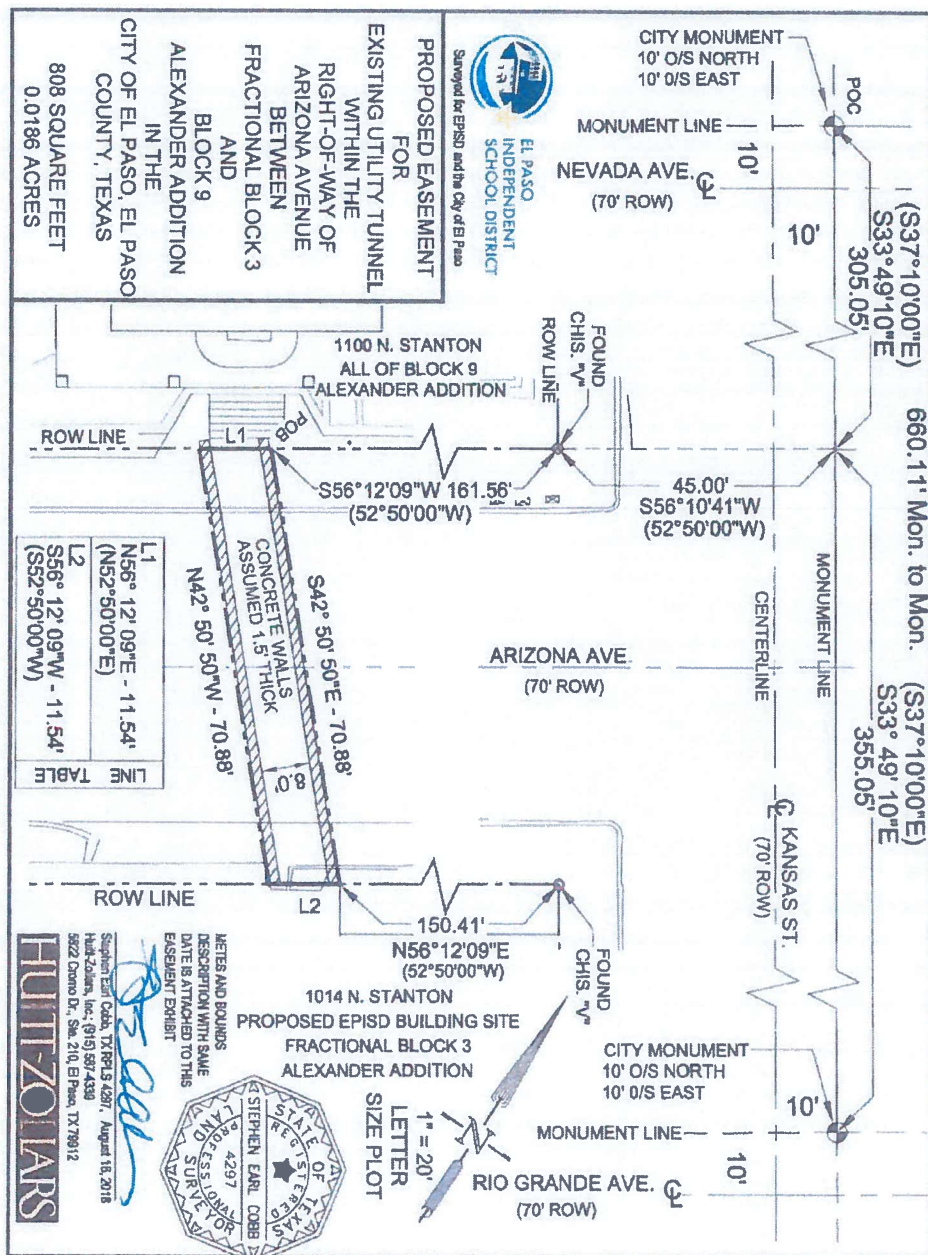
10/29/24  
My Commission Expires

ORDINANCE NO. \_\_\_\_\_  
18-1007-2306 | 1047180  
EPISD  
RTA

NESV2018-00014



## EXHIBIT A



ORDINANCE NO. \_\_\_\_\_

18-1007-2306 | 1047180

EPISD

RTA

NESV2018-00014



## EXHIBIT B

**0.0186 ACRE EASEMENT FOR CONCRETE TUNNEL CROSSING ARIZONA AVE.  
ALEXANDER ADDITION  
CITY OF EL PASO, EL PASO COUNTY, TEXAS**

The parcel of land herein described is a proposed easement for an existing utility tunnel within the right-of-way of Arizona Avenue between Fractional Block 3 and Block 9, Alexander Addition in the City of El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows [note that State Plane bearings are used herein, record bearings are in parentheses]:

**Commencing for Reference** at a found City Monument that is located at 10 foot offsets North and East from the centerline intersection of Nevada Ave. (70 foot right-of-way) and Kansas St. (70 foot right-of-way) [from this point, another City Monument at 10 foot offsets North and East from the centerline intersection of Rio Grande Ave. (70 foot right-of-way) and Kansas St. (70 foot right-of-way) bears South 33°49'10" East (S37°10'00"E) 660.11ft.]; Thence, from said point of commencement, with the offset monument line of Kansas St., South 33°49'10" East (S37°10'00"E) 305.05 ft.; Thence, South 56°10'41" West (S52°50'00"W) 45.00 feet to the most easterly corner of said Block 9 [witnessed by a found chiseled "V"]; Thence, with the northwest right-of-way line of Arizona Ave., South 56°12'09" West (S52°50'00"W), 161.56 feet to the **POINT OF BEGINNING**;

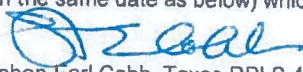
Thence, crossing Arizona Ave, (70 foot right-of-way) South 42°50'50" East, 70.88 feet to the southeast right-of-way line of Arizona Ave. [being also a boundary of said Fractional Block 3];

Thence, with said southeast Arizona Ave. right-of-way line, South 56°12'09" West (S52°50'00"W), 11.54 feet;

Thence, crossing Arizona Ave., North 42°50'50" West, 70.88 feet to the northwest right-of-way line of Arizona Ave.;

Thence, with the northwest right-of-way line of Arizona Ave., North 56°12'09" East (N52°50'00"E), 11.54 feet to the **POINT OF BEGINNING** and containing 808 square feet or 0.0186 acres.

Distances cited in this description are surface distances, in US Survey Feet, based on a scaling of Texas State Plane Coordinate System Central Zone coordinate values by a factor of 1.000231. All bearings (except parenthetical record bearings) are state plane grid bearings. The adjoining Fractional Block 3 and Block 9, Alexander Addition were conveyed to EPISD in Doc # 20170078470, Deed Records of said County. No corners were marked on the ground for this easement description. This description is accompanied by a letter size survey drawing (with the same date as below) which is made a part of this description for all purposes.

  
Stephen Earl Cobb, Texas RPLS 4297  
Huitt-Zollars, Inc.; El Paso Office (Firm License Number 10025603)  
5822 Cromo Drive, Suite 210  
El Paso, Texas, 79912-5502  
Phone 915-587-4339  
August 16, 2018



**ORDINANCE NO.** \_\_\_\_\_

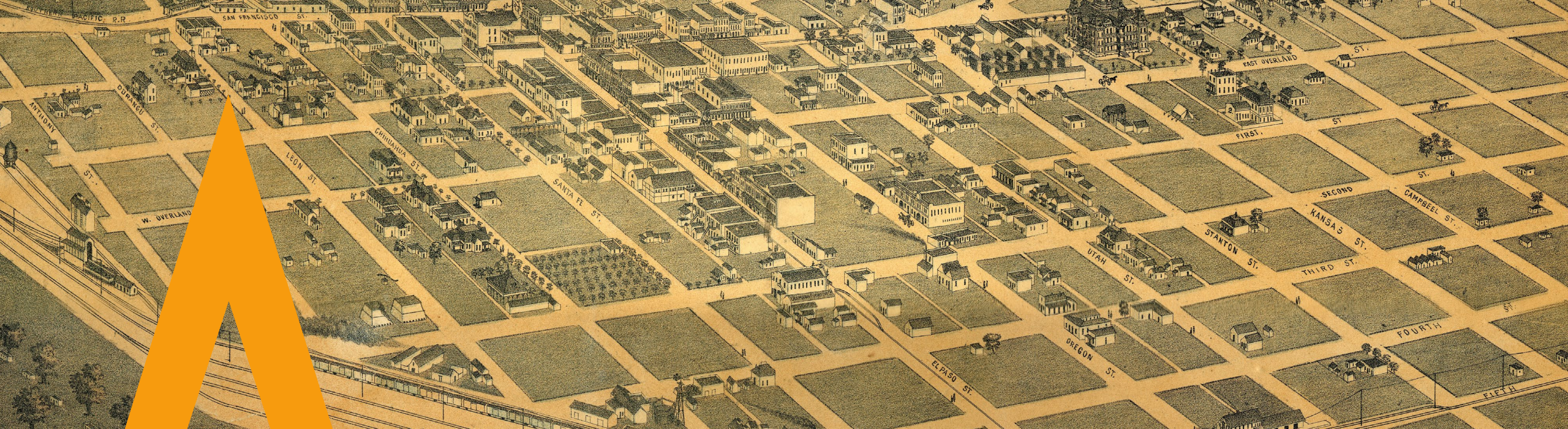
18-1007-2306 | 1047180

EPISD

RTA

**NESV2018-00014**





ITEM ?

# Special Privilege License 1014 N. Stanton



**Strategic Goal 3.**

Promote the Visual  
Image of El Paso



# License Details

## Applicant:

- El Paso Independent School District

## Location:

- 1014 N. Stanton

## Type of Encroachment

- Subsurface encroachment of an existing underground tunnel. Total area of encroachment is 808 square feet.

## Term

- Fifteen (15) years with One (1) renewable fifteen (15) year Term.
- Renewals are administrative (do not require Council approval)

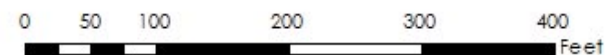
## Fees

- \$1,060.00 per year

## Staff Recommendation

- Approval











**0.0186 ACRE EASEMENT FOR CONCRETE TUNNEL CROSSING ARIZONA AVE.  
ALEXANDER ADDITION  
CITY OF EL PASO, EL PASO COUNTY, TEXAS**

The parcel of land herein described is a proposed easement for an existing utility tunnel within the right-of-way of Arizona Avenue between Fractional Block 3 and Block 9, Alexander Addition in the City of El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows [note that State Plane bearings are used herein, record bearings are in parentheses]:

**Commencing for Reference** at a found City Monument that is located at 10 foot offsets North and East from the centerline intersection of Nevada Ave. (70 foot right-of-way) and Kansas St. (70 foot right-of-way) [from this point, another City Monument at 10 foot offsets North and East from the centerline intersection of Rio Grande Ave. (70 foot right-of-way) and Kansas St. (70 foot right-of-way) bears South 33°49'10" East (S37°10'00"E) 660.11ft.]; Thence, from said point of commencement, with the offset monument line of Kansas St., South 33°49'10" East (S37°10'00"E) 305.05 ft.; Thence, South 56°10'41" West (52°50'00"W) 45.00 feet to the most easterly corner of said Block 9 [witnessed by a found chiseled "V"]; Thence, with the northwest right-of-way line of Arizona Ave., South 56°12'09" West (52°50'00"W), 161.56 feet to the **POINT OF BEGINNING**;

Thence, crossing Arizona Ave. (70 foot right-of-way) South 42°50'50" East, 70.88 feet to the southeast right-of-way line of Arizona Ave. [being also a boundary of said Fractional Block 3];

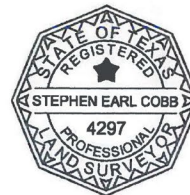
Thence, with said southeast Arizona Ave. right-of-way line, South 56°12'09" West (S52°50'00"W), 11.54 feet;

Thence, crossing Arizona Ave., North 42°50'50" West, 70.88 feet to the northwest right-of-way line of Arizona Ave.;

Thence, with the northwest right-of-way line of Arizona Ave., North 56°12'09" East (N52°50'00"E), 11.54 feet to the **POINT OF BEGINNING** and containing 808 square feet or 0.0186 acres.

Distances cited in this description are surface distances, in US Survey Feet, based on a scaling of Texas State Plane Coordinate System Central Zone coordinate values by a factor of 1.000231. All bearings (except parenthetical record bearings) are state plane grid bearings. The adjoining Fractional Block 3 and Block 9, Alexander Addition were conveyed to EPISD in Doc # 20170078470, Deed Records of said County. No corners were marked on the ground for this easement description. This description is accompanied by a letter size survey drawing (with the same date as below) which is made a part of this description for all purposes.

  
Stephen Earl Cobb, Texas RPLS 4297  
Huitt-Zollars, Inc.; El Paso Office (Firm License Number 10025603)  
5822 Cromo Drive, Suite 210  
El Paso, Texas, 79912-5502  
Phone 915-587-4339  
August 16, 2018







# Recommendation

- Staff recommends **approval** of the Special Privilege License for the subsurface encroachment of the existing tunnel.





## 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



I T E M 1 6 . 3

# Special Privilege





# License Details

## Applicant:

- Crosspointe Joint Venture

## Location:

- 4717 Hondo Pass

## Type of Encroachment

- Continued use of an existing sign located at Crosspointe Shopping Center which serves as advertisement for the shopping center

## Term

- Twenty years with the option of one twenty-year renewal;
- Renewals are administrative (do not require Council approval)

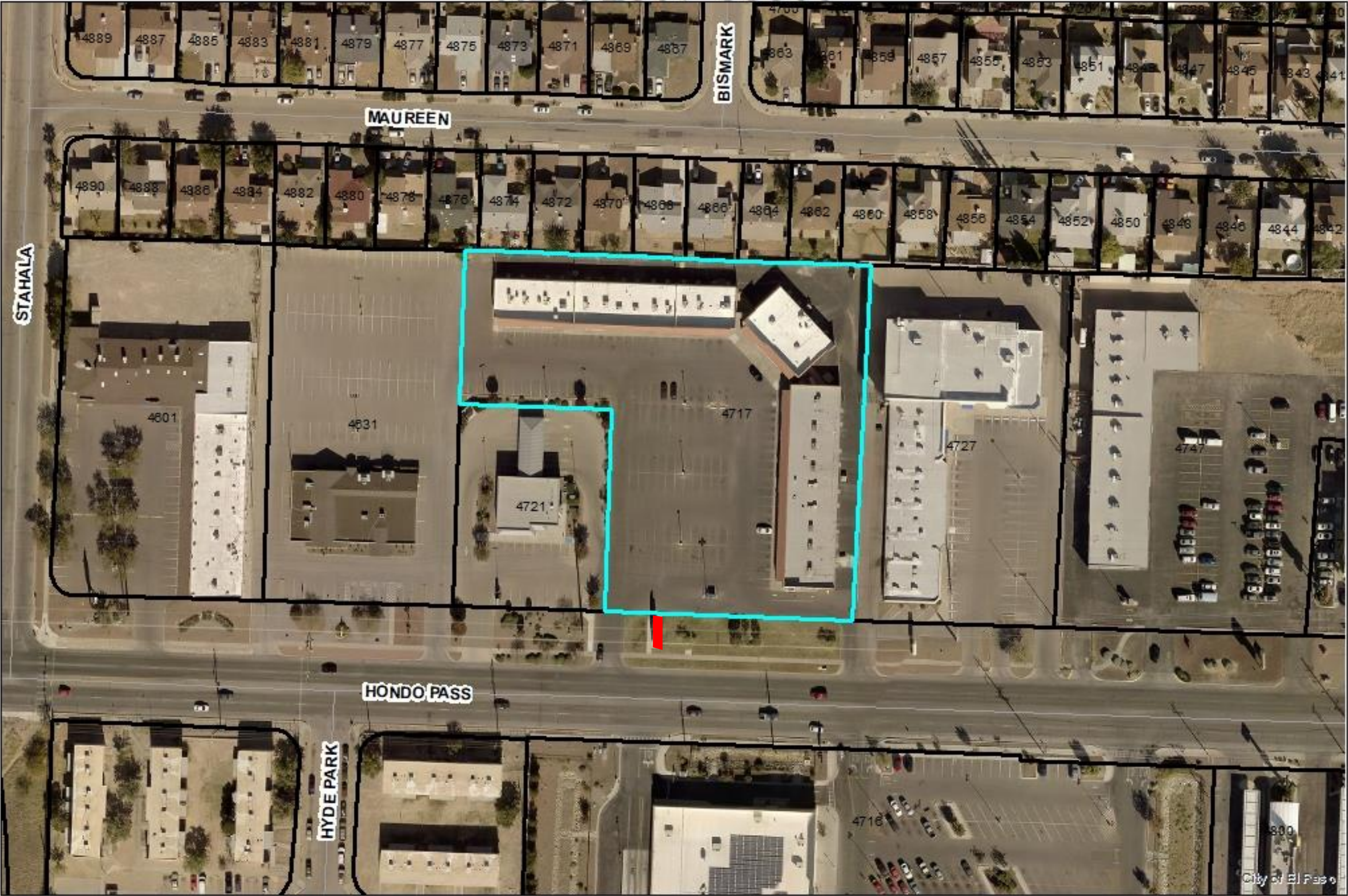
## Fees

- \$1,060.00 per year

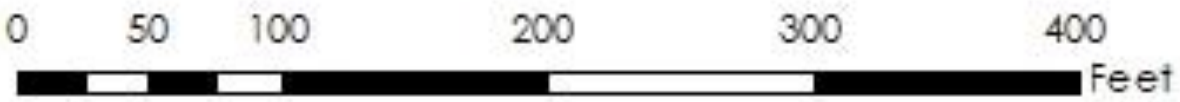
## Staff Recommendation

- Approval

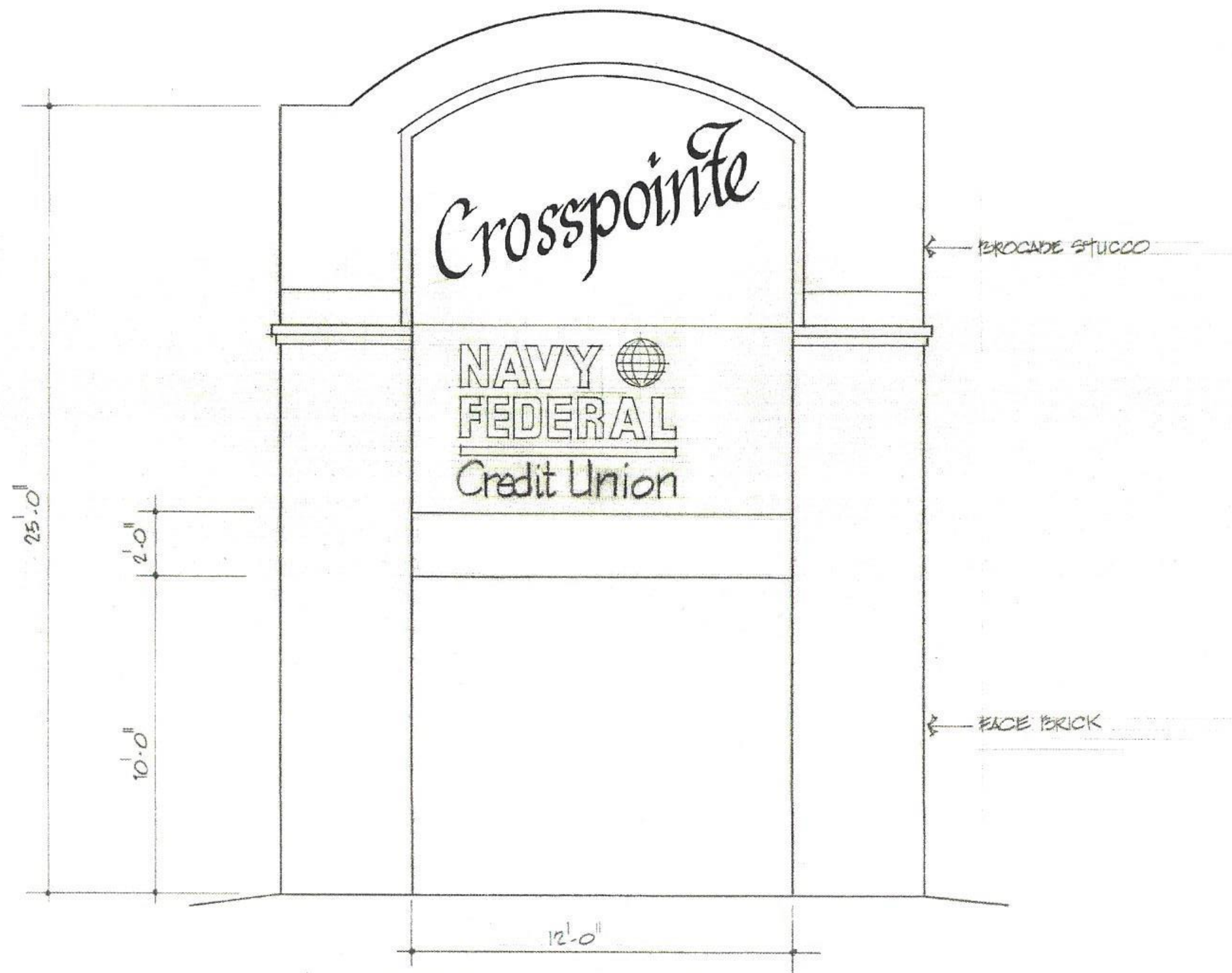




This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce error and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.







CROSSPOINTE SHOPPING CENTER  
4717 HONDO PASS EL PASO, TX  
3/8" = 1'-0"  
BUILT 1988

REVISIONS	BY

joe m. james  
architect

DRAWN
CHECKED
DATE 2 AUG 2012
SCALE
JOB NO.
SHEET
OF SHEETS





THIS SIGN IS LOCATED BELOW AN  
AERIAL BL PLECO ELECTRIC CO.  
TRANSMISSION LINE. DANGER!  
12'-0" IS THE MINIMUM ALLOWABLE  
DISTANCE TO THE CONDUCTORS.  
DANGER! THIS CLEARANCE MUST  
BE RESPECTED AT ALL TIMES.  
MAXIMUM WORKING HEIGHT  
FOR THIS SIGN IS 35' AT THIS  
LOCATION. CAUTION! VERIFY  
ALL CONDITIONS PRIOR TO  
STARTING ANY WORK.  
BL PLECO ELEC. CO. REPRESENTATIVE  
IS MR. SAL OLIVAS; 543-5942.

[illegible]

1022 Green Drive  
Suite 215  
El Paso, Texas 79912

CROSSPOINTE SHOPPING CENTER  
1717 HONDO PASS

DRAWN

CHECKED

DATE  
JUN 1987

SCALE  
AS NOTED

JOB NO.  
0610

SHEET

8.1

OF SHEET





CROSSPOINTE SHOPPING CENTER  
CROSSPOINTE SHOPPING CENTER  
CROSSPOINTE SHOPPING CENTER



OWNER  
JERRY ODOM  
ODOM INVESTMENTS  
11240 VISTA DEL SOL  
EL PASO, TEXAS

ARCHITECT: JOE M. JAMES, AIA

MECHANICAL & ELECTRICAL ENGINEERS: ROBINET & ASSOCIATES



# Recommendation | Public Input

7

**DCC/Planning Division recommendation:**  
**Approval**

**Public Input:**  
**N/A**

## **Strategic Goal #3 Promote the Visual Image of El Paso**

- 3.1 Provide business friendly permitting and inspection processes
- 3.2 Improve the visual impression of the community





# THANK YOU







Legislation Text

---

File #: 21-751, Version: 1

---

**CITY OF EL PASO, TEXAS**  
**LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**District 2**

Planning and Inspections, Philip F Etiwe, (915) 212-1553

Planning and Inspections, Armida R Martinez, (915) 212-1605

**AGENDA LANGUAGE:**

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.*

An Ordinance authorizing the dedication for the use of the public as right-of-way 10.1947 acres of land legally described as a 10.1947 acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of sections 22 and 23, Block 80, Township 2, Texas & Pacific Railway Company Surveys.

Subject Property: South of Liberty Expressway and West of Purple Heart Highway Applicant: City of El Paso (El Paso International Airport) SURW21-00005



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 7, 2021  
**PUBLIC HEARING DATE:** July 20, 2021

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Armida R. Martinez, (915) 212-1605

**DISTRICT(S) AFFECTED:** District 2

**STRATEGIC GOAL:** #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.1 Provide business friendly permitting and inspection processes  
3.2 Improve the visual impression of the community

**SUBJECT:**

An Ordinance authorizing the dedication for the use of the public as right-of-way 10.1947 acres of land legally described as a 10.1947 acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Sections 22 and 23, Block 80, Township 2, Texas & Pacific Railway Company Surveys.

Subject Property: South of Liberty Expy. and West of Purple Heart Hwy.

Applicant: City of El Paso (EPIA)

**BACKGROUND / DISCUSSION:**

The applicant is requesting to dedicate 10.1947 acres of land as public right-of-way. Currently, the area is improved and functions as a public right-of-way (Constitution Avenue and Bert Williams); however, they have not been formally dedicated. This request will formalize the dedication. City Plan Commission recommended 7-0 to approve the proposed right-of-way dedication on May 20, 2021. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES \_\_\_ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** El Paso International Airport

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

---

**Philip F. Etiwe – Planning and Inspections Director**

Revised 04/09/2021



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE DEDICATION FOR THE USE OF THE PUBLIC AS RIGHT-OF-WAY 10.1947 ACRES OF LAND LEGALLY DESCRIBED AS A 10.1947 ACRE PARCEL SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF EL PASO, EL PASO COUNTY, TEXAS AS A PORTION OF SECTIONS 22 AND 23, BLOCK 80, TOWNSHIP 2, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS.**

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

1. That the City Manager be authorized to sign and accept on behalf of the City, Public Right-Of-Way Dedication Deed from the City of El Paso, Texas dedicating to the City of El Paso, Texas for the use as a public right-of-way a 10.1947 acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Sections 22 and 23, Block 80, Township 2, Texas & Pacific Railway Company Surveys more fully described by metes and bounds and surveys in Exhibit "A" of the Dedication Deed attached hereto and made a part hereof for all purposes.
2. Further, that the City Manager is authorized to execute any documents and perform any actions necessary to carry out the intent of this ordinance.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

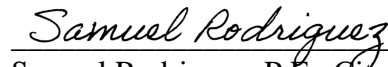
**ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, P.E., City Engineer  
Capital Improvement Department

**ORDINANCE NO.** \_\_\_\_\_  
21-1003-1125 | Dedication of right of way  
OAR



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS           §  
  §                   **DEDICATION DEED**  
COUNTY OF EL PASO   §

KNOW ALL MEN BY THESE PRESENTS: That the **City of El Paso**, ("Grantor"), does hereby DEDICATE to the City of El Paso, Texas, ("Grantee"), as right-of-way for public street and utility purposes, including the right of ingress, egress, and regress therein, and easements to construct, maintain, public streets and utilities, or any other public purpose authorized by Local Government Code Section 273.001 or other federal, state, or local law and deemed necessary by Grantee into and through all that certain real property located in the City of El Paso, County of El Paso, State of Texas being 10.1947 acres of land legally described as:

A 10.1947 acre parcel situated within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Sections 22 and 23, Block 80, Township 2, Texas & Pacific Railway Company Surveys more fully described by metes and bounds and surveys in Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the above conveyed property for the purposes aforesaid unto the City of El Paso, its successors and assigns, forever and the Grantor hereby binds itself and its successors and assigns to warrant and forever defend all and singular the rights herein granted, unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Provided that if the property ceases to be used as public right of way as provided herein, then such property will automatically revert to the Grantor.

WITNESS the following signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(Signatures begin on the following page)

**ORDINANCE NO.** \_\_\_\_\_  
21-1003-1125 | Dedication of right of way  
OAR



**GRANTOR and GRANTEE:**

By: \_\_\_\_\_  
Tomas Gonzalez, City Manager

**ACKNOWLEDGMENT**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF EL PASO**   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2021, by \_\_\_\_\_ as \_\_\_\_\_ on behalf of **City of**  
**El Paso as Grantor and Grantee.**

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed Name:

**AFTER RECORDING, RETURN TO:**

City of El Paso  
Planning & Inspections Department – Planning Division  
Attn: Planning Director  
801 Texas Avenue  
El Paso, Texas 79901

**ORDINANCE NO.** \_\_\_\_\_  
21-1003-1125 | Dedication of right of way  
OAR



# Constitution and Bert Williams Right-of-Way Dedication



City Plan Commission — May 20, 2021

**CASE NUMBER/TYPE:** SURW21-00005 – RIGHT-OF-WAY DEDICATION  
**CASE MANAGER:** Armida R. Martinez, (915) 212-1605, martinezar@elpasotexas.gov  
**PROPERTY OWNER:** City of El Paso  
**REPRESENTATIVE:** Brock & Bustillos  
**LOCATION:** South of Liberty Expy. and West of Purple Heart Hwy. (District 2)  
**PROPERTY AREA:** 10.1947 acres  
**ZONING DISTRICT(S):** M-1 (Light Manufacturing)

**SUMMARY OF RECOMMENDATION:** Staff recommends **APPROVAL** of the Constitution and Bert Williams Right-of-Way dedication.

## Constitution and Bert Williams Right-of-Way Dedication

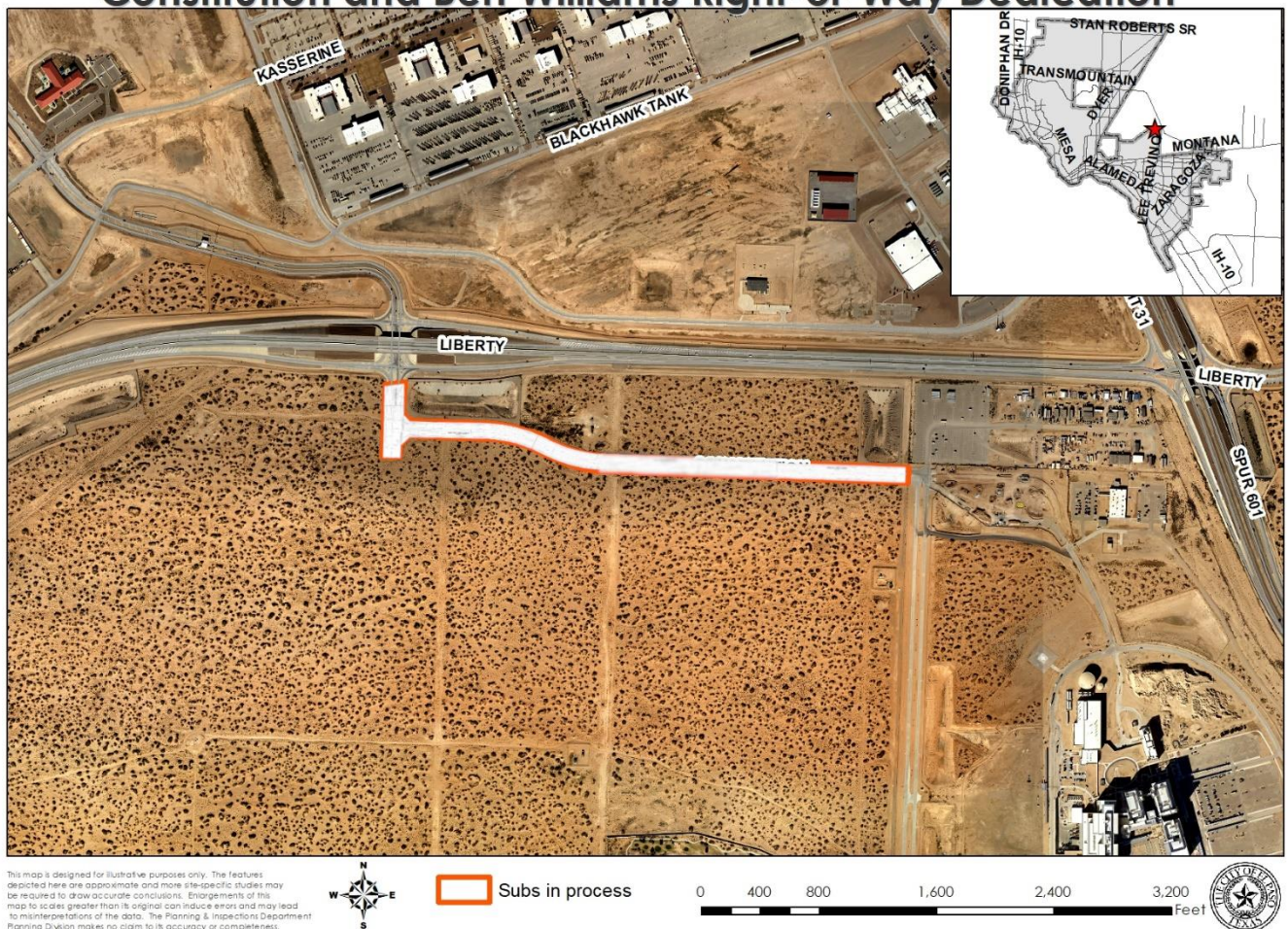


Figure A: Survey with surrounding area



**DESCRIPTION OF REQUEST:** The applicant is requesting to dedicate 10.1947 acres of land as public right-of-way. Currently, the area is improved and functions as a public right-of-way; however, it has not been formally dedicated as public right-of-way. This request will formalize the dedication. The section of Constitution being dedicated is 64,693.4 sq. ft. and is designated as a Local street per the Major Thoroughfare Plan. The existing right-of-way is 134.5' and consists of 80' of roadway, 12' raised median and 42.5' of landscape park areas to include two (2) 5' sidewalks. Bert Williams is 379,387.0 sq. ft. and is also designated as Local street. The existing right-of-way is 108' and consists of 64' of roadway, 24 raised median, 20' of landscape park areas to include two (2) 5' sidewalks.

**CASE HISTORY/RELATED APPLICATIONS:** N/A

**NEIGHBORHOOD CHARACTER:** Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	M-1 (Light Manufacturing / vacant and stormwater ponds
South	M-1 (Light Manufacturing) and C-4 (Commercial) / vacant
East	Fort Bliss property / hospital
West	M-1 (Light Manufacturing) / vacant
Nearest Public Facility and Distance	
Park	Edgemere/Freeport Park Pond (5.16 miles)
School	Milam Elementary (4.05 miles)
Plan El Paso Designation	
O7, Urban Expansion	
Impact Fee Service Area	
N/A	

**PUBLIC COMMENT:** N/A

**CITY PLAN COMMISSION OPTIONS:**

The City Plan Commission has the authority to advise City Council on right-of-way dedication requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

1. **Recommend Approval:** The CPC finds that the proposed request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

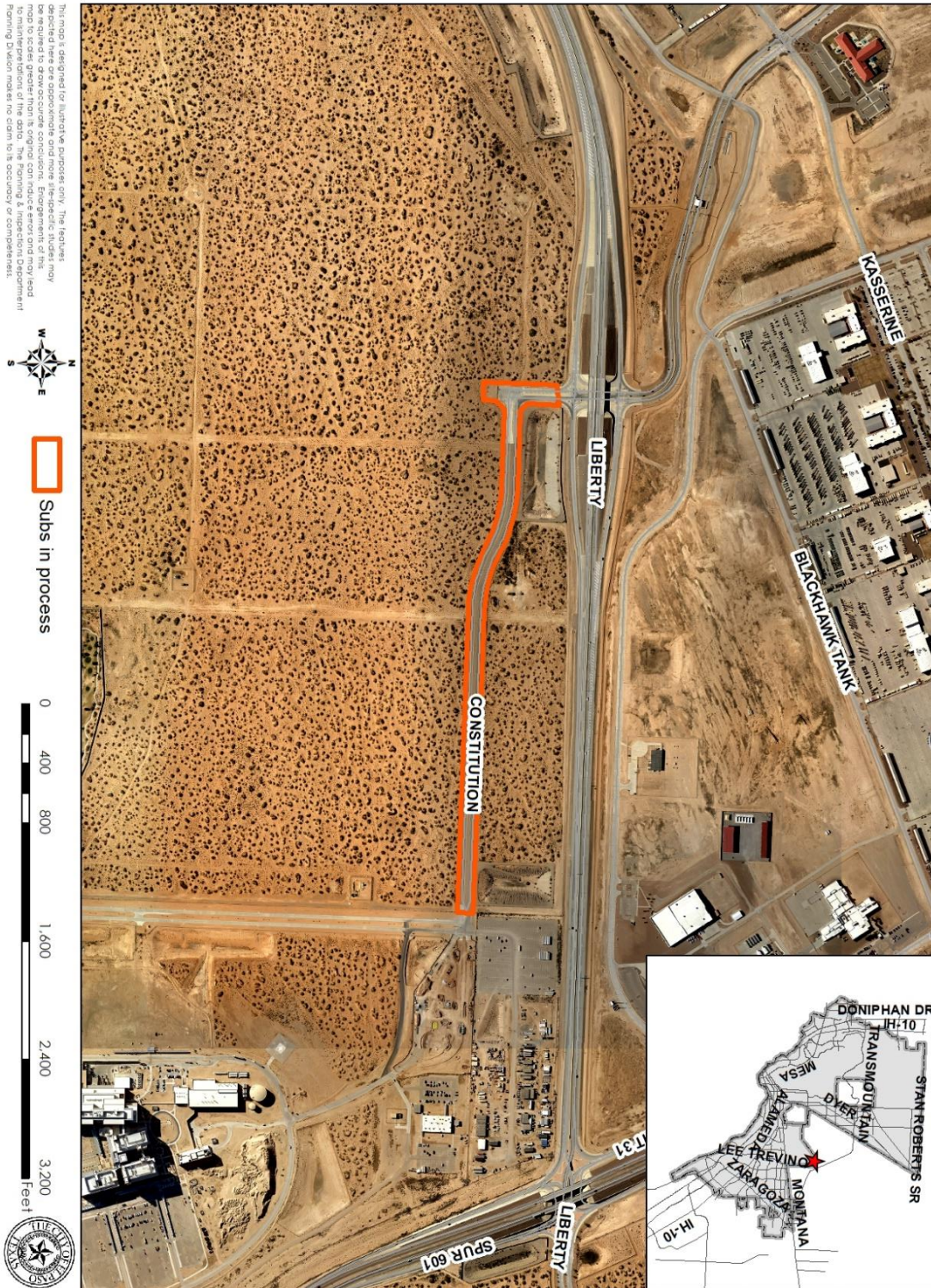
**ATTACHMENTS:**

1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments



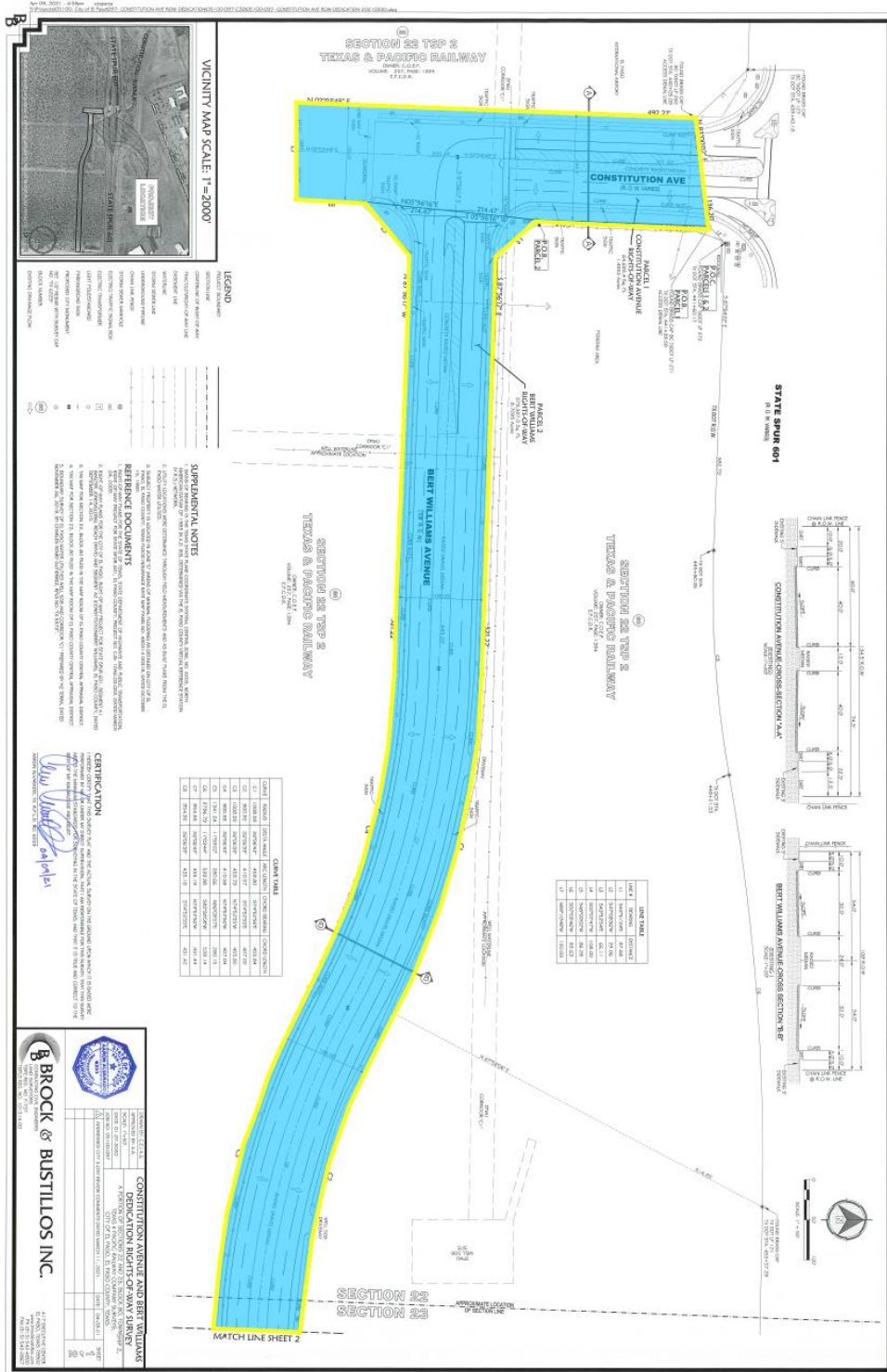
# ATTACHMENT 1

## Constitution and Bert Williams Right-of-Way Dedication





## ATTACHMENT 2









# ATTACHMENT 3



ROMAN BUSTILLOS, P.E.  
President  
RANDY P. BROCK, P.E.  
Executive Vice President  
SERGIO J. ADAME, P.E.  
Vice President - Engineering  
AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

## METES AND BOUNDS DESCRIPTION (*PARCEL 1: CONSTITUTION AVENUE R.O.W.*)

*A 1.4852 acres parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Section 22, Block 80, Township 2, Texas & Pacific Railway Company Surveys, and being more particularly described by metes and bounds as follows.*

**COMMENCING** at a TXDOT Brass Cap found on the south right-of-way line of State Spur 601, (variable width), Sta. 441+60.17; **WHENCE**, a TXDOT Brass Cap found on the south right-of-way line of said State Spur 601, Sta. 439+43.18, bears North 82°38'28" West, a distance of 217.92 feet; **THENCE**, following the south right-of-way line of said State Spur 601, South 47°08'36" West, a distance of 29.06 feet to a TXDOT Brass Cap found on the south right-of-way line of said State Spur 601, Sta. 441+39.59 for the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, leaving the south right-of-way line of said State Spur 601, South 02°03'50" West, a distance of 213.51 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, South 05°56'16" West, a distance of 214.47 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, South 02°03'46" West, a distance of 83.63 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southeast corner of the parcel herein described;

**THENCE**, North 89°10'48" West, a distance of 120.03 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southwest corner of the parcel herein described;

**THENCE**, North 02°03'48" East, a distance of 492.27 feet to a TXDOT Brass Cap found on the south right-of-way line of said State Spur 601, Sta. 440+05.09, for the northwest corner of the parcel herein described;

**THENCE**, following the south right-of-way line of said State Spur 601, North 83°00'02" East, a distance of 136.20 feet to the **POINT OF BEGINNING**.

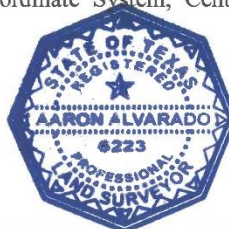
Said parcel containing 1.4852 acres (64,693.4 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone 4203, NAD 83. Distances shown have been scaled to surface.

*Aaron Alvarado, TX R. P. L. S. No. 6223*

*Date: April 09, 2021*

*05100-097-CONSTITUTION ROW-DESC*



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**BROCK & BUSTILLOS INC.**  
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.  
President

RANDY P. BROCK, P.E.  
Executive Vice President

SERGIO J. ADAME, P.E.  
Vice President - Engineering

AARON ALVARADO, R.P.L.S.  
Vice President - Surveying

TBPE Reg. No. F-737  
TBPLS Reg. No. 101314-00

**METES AND BOUNDS DESCRIPTION**  
**(PARCEL 2: BERT WILLIAMS STREET R.O.W.)**

*A 8.7095 acres parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Sections 22 and 23, Block 80, Township 2, Texas & Pacific Railway Company Surveys, and being more particularly described by metes and bounds as follows.*

**COMMENCING** at a TXDOT Brass Cap found on the south right-of-way line of State Spur 601, (variable width), Sta. 441+60.17; **WHENCE**, a TXDOT Brass Cap found on the south right-of-way line of said State Spur 601, Sta. 439+43.18, bears North 82°38'28" West, a distance of 217.92 feet; **THENCE**, following the south right-of-way line of said State Spur 601, South 47°08'36" West, a distance of 29.06 feet to a TXDOT Brass Cap found on the south right-of-way line of said State Spur 601, Sta. 441+39.59; **THENCE**, leaving the south right-of-way line of said State Spur 601, South 02°03'50" West, a distance of 213.51 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, South 43°52'54" East, a distance of 66.11 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, South 87°56'17" East, a distance of 521.22 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for a point of curvature;

**THENCE**, along the arc of a curve to the right having a radius of 1,008.93 feet, a central angle of 26°06'42", an arc length of 459.80 feet and whose long chord bears South 74°52'56" East, a distance of 455.84 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for a point of reverse curvature; **WHENCE**, a TXDOT Brass Cap found on the south right-of-way line of said State Spur 601, Sta. 453+57.29, bears North 27°52'06" East, a distance of 514.25 feet;

**THENCE**, along the arc of a curve to the left having a radius of 900.92 feet, a central angle of 26°06'39", an arc length of 410.57 feet and whose long chord bears South 74°52'55" East, a distance of 407.02 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for a point of tangency;

**THENCE**, South 87°56'14" East, a distance of 2,040.16 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeast corner of the parcel herein described;

**THENCE**, South 02°07'47" West, a distance of 108.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southeast corner of the parcel herein described;

**THENCE**, North 87°56'14" West, a distance of 2,040.03 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for a point of curvature;

**THENCE**, along the arc of a curve to the right having a radius of 1,008.92 feet, a central angle of 26°06'39", an arc length of 459.79 feet and whose long chord bears North 74°52'55" West, a

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distance of 455.82 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for a point of reverse curvature;

**THENCE**, along the arc of a curve to the left having a radius of 900.93 feet, a central angle of  $26^{\circ}06'42''$ , an arc length of 410.58 feet and whose long chord bears North  $74^{\circ}52'56''$  West, a distance of 407.04 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for a point of tangency;

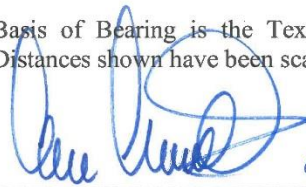
**THENCE**, North  $87^{\circ}56'17''$  West, a distance of 521.22 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

**THENCE**, South  $48^{\circ}00'02''$  West, a distance of 86.29 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southwest corner of the parcel herein described;

**THENCE**, North  $05^{\circ}56'16''$  West, a distance of 214.47 feet to the **POINT OF BEGINNING**.

Said parcel containing 8.7095 acres (379,387.0 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone 4203, NAD 83. Distances shown have been scaled to surface.

 04/09/21

Aaron Alvarado, TX R. P. L. S. No. 6223  
Date: April 09, 2021  
05100-097-BERT WILLIAMS ROW-DESC





# ATTACHMENT 4



## DEDICATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

- Date: 03/05/2021 File No. SURW21-00005
1. APPLICANTS NAME City of El Paso (El Paso International Airport)  
ADDRESS 6701 Convair Road ZIP CODE 79925 TELEPHONE (915) 212-7337
2. Request is hereby made to dedicate the following: (check one)  
Street ☒ Alley ☐ Easement ☐ Other ☐  
Street Name(s) Constitution Ave. & Bert Williams Subdivision Name Texas and Pacific Railway Company Surveys  
Abutting Blocks 80 Abutting Lots N/A
3. Reason for dedication request: Public road was never formally dedicated
4. Surface Improvements located in subject property to be dedicated:  
None ☐ Paving ☒ Curb & Gutter ☒ Power Lines/Poles ☒ Fences/Walls ☒ Structures ☒ Other ☐
5. Underground Improvements located in the existing rights-of-way:  
None ☐ Telephone ☐ Electric ☒ Gas ☐ Water ☒ Sewer ☐ Storm Drain ☒ Other ☒
6. Future use of the dedicated right-of-way:  
Yards ☐ Parking ☐ Expand Building Area ☐ Replat with abutting Land ☐ Other ☒
7. Related Applications which are pending (give name or file number):  
Zoning ☐ Board of Adjustment ☐ Subdivision ☐ Building Permits ☐ Other ☐
8. Signatures: All owners of properties which abut the property to be dedicated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
	Portion of Sections 22 & 23, Block 80, Township 2, T&PP RR Co. Svys.	(915) 212-7337
_____	_____	_____
_____	_____	_____

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Dedications and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Dedication. I/We further understand that the fee, if the Dedication is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a dedication request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE:

REPRESENTATIVE SIGNATURE:

REPRESENTATIVE (PHONE): (915) 542-4900

REPRESENTATIVE (E-MAIL): aaron@brockbustillos.com

**NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.**

Planning & Inspections Department  
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085



# **ATTACHMENT 5**

## **Planning and Inspections Department- Planning Division**

Planning does not object to the request.

## **Planning and Inspections Department- Land Development Division**

We have reviewed subject plats and recommend Approval.

The Developer/Engineer shall address the following comments.

Dimension deceleration lane length for storage capacity and sight visibility (As per DSC Section 3-32).

## **Parks and Recreation Department**

We have reviewed **Constitution and Bert Williams ROW Dedication** survey map and on behalf of Parks & Recreation Department we offer “No” objections to this proposed Street Right-of-way dedication.

## **Sun Metro**

No objections.

## **Fire Department**

No adverse comments.

## **Streets and Maintenance Department**

No objection.

## **Capital Improvement Department**

No comments received.

## **El Paso Water**

EPWater-PSB does not object to this request. There are no existing facilities within the proposed dedication.

## **Water:**

There is an existing 16-inch diameter water flowline that extends in a north to south direction crossing the proposed Bert Williams

## **Sewer:**

There is no sanitary sewer in this dedication.

## **Texas Gas**

No comments received.

## **El Paso Electric**

No comments received.

## **El Paso County 911 District**

No comments received.

## **Texas Department of Transportation**

No comments received.

## **US Army - Fort Bliss**

We are aware of the proposed ROW dedication but since this is not within the installation boundaries we have no comment on this request.



**El Paso County**

No comments received.

**El Paso County Water Improvement District #1**

The mentioned item is not within the boundaries of EPCWID1.





ITEM 28

# Constitution and Bert Williams Right-Of-Way Dedication

SURW21-00005

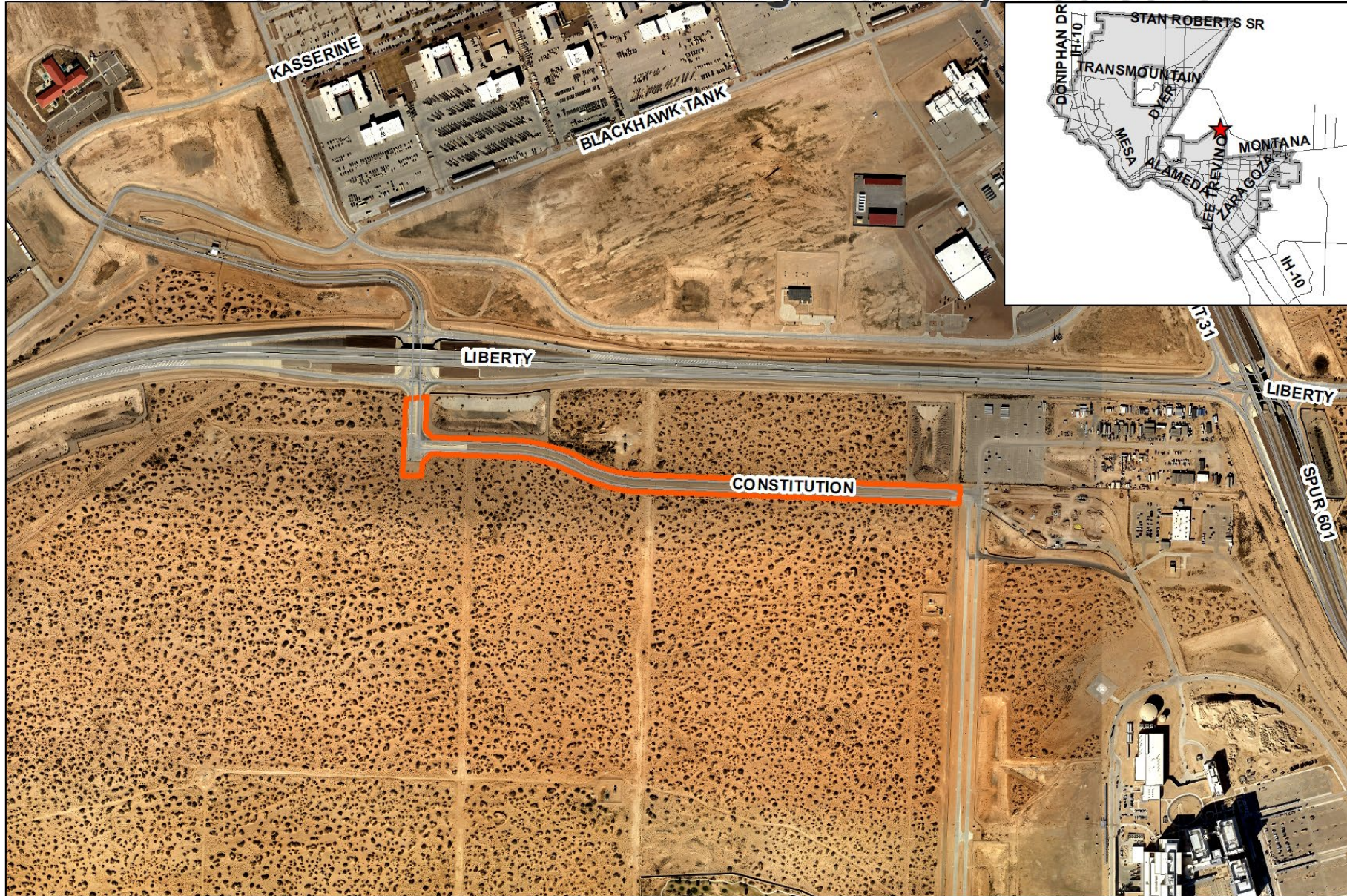


**Strategic Goal 3.**

Promote the Visual  
Image of El Paso




# Constitution and Bert Williams Right-of-Way Dedication



Aerial Map

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.



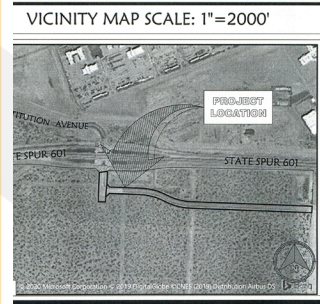
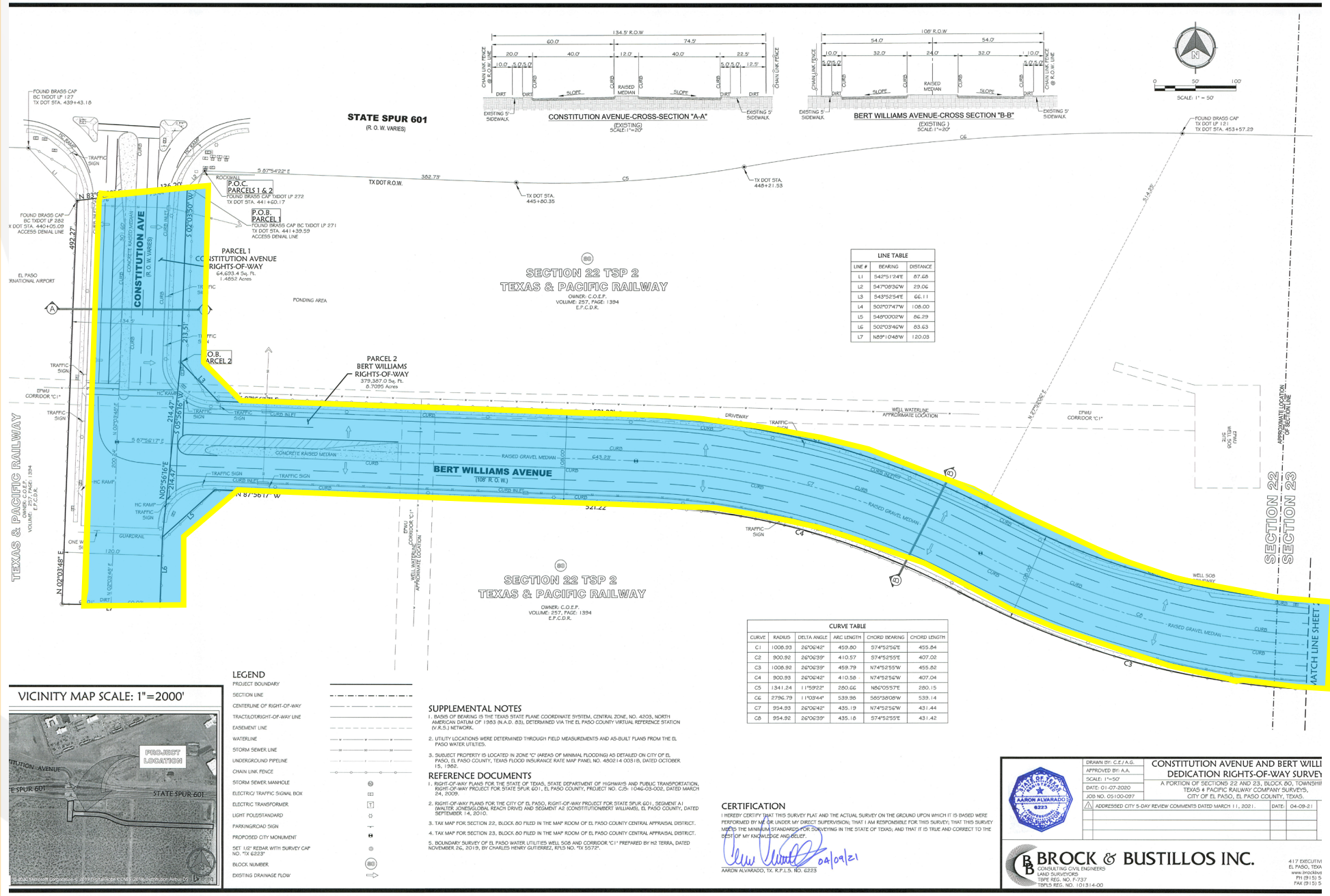
 Subs in process

0 400 800 1,600 2,400 3,200 Feet

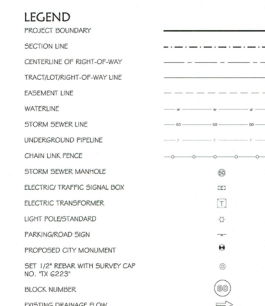




# Survey







SECTION 23 TSP 2  
TEXAS & PACIFIC RAILWAY  
OWNER: U.S.A.  
FORT RUSSELL MILITARY RESERVATION

06/09/21

DRAWN BY: C.E./A.
APPROVED BY: A.A.
SCALE: 1"=50'
DATE: 01-07-2020
JOB NO. 05100-0
 ADDRESSED C

CONSTITUTION AVENUE AND BERT WILLIAMS  
DEDICATION RIGHTS-OF-WAY SURVEY  
A PORTION OF SECTIONS 22 AND 23, BLOCK 80, TOWNSHIP 2,  
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS,  
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

⚠	ADDRESSED CITY 5-DAY REVIEW COMMENTS DATED MARCH 11, 2021.	DATE:	04-09-21	SHEET 2 OF 2

**BROCK & BUSTILLOS INC.**  
CONSULTING CIVIL ENGINEERS  
LAND SURVEYORS  
TENN. REG. NO. F-737  
TOLPS REG. NO. 101314-00

417 EXECUTIVE CENTER  
EL PASO, TEXAS 79901  
www.brockhustillos.com  
PH (915) 542-4900  
FAX (915) 542-2666



# Constitution Avenue





## Bert Williams Avenue







## Recommendation

- Staff recommends approval of Constitution and Bert Williams Right-of-Way Dedication.





## 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





Legislation Text

---

**File #: 21-800, Version: 1**

---

**CITY OF EL PASO, TEXAS  
LEGISTAR AGENDA ITEM SUMMARY FORM**

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

*Please choose District and Department from drop down menu. Please post exactly as example below.*

*No Title's, No emails. Please use ARIAL 10 Font.*

**All Districts**

Capital Improvement Department, Sam Rodriguez (915) 212-1808

**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 a two year On Call Agreement for Professional Services to perform civil engineering services on a task by task basis by and between the City of El Paso and each of the following two (2) consultants:

1. CEA Engineering Group, Inc.
2. Dannenbaum Engineering Company - El Paso, LLC.

Each On Call Agreement will be for an amount not to exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or his designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On Call Agreement.



**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** July 20, 2021  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Sam Rodriguez, P.E., City Engineer  
(915) 212-1808

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No.7: Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** N/A

**SUBJECT:**

That the City Manager be authorized to sign a two year On Call Agreement for Professional Services to perform civil engineering services on a task by task basis by and between the City of El Paso and each of the following two (2) consultants:

1. CEA Engineering Group, Inc.
2. Dannenbaum Engineering Company – El Paso, LLC.

Each On Call Agreement will be for an amount not to exceed Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On Call Agreement.

**BACKGROUND / DISCUSSION:**

The On Call Agreement for professional services to perform civil engineering services assists the Capital Improvement Department as well as User Departments to expedite and complete tasks for federally funded projects. Selected consultants demonstrated high experience on federally funded projects. This new agreement will be for a two-year term for an amount not to exceed \$750,000.00, with an option to increase contract capacity up to \$100,000.00 granted to the City Engineer.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Capital Improvement Department

**SECONDARY DEPARTMENT:** N/A



---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Jerry DeMuro/for*  
\_\_\_\_\_  
Sam Rodriguez, P.E., City Engineer





CITY OF EL PASO  
CAPITAL IMPROVEMENT DEPARTMENT  
218 N. CAMPBELL, 2ND FLOOR  
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORE SUMMARY

SOLICITATION# 2021-1070R  
ON CALL CIVIL ENGINEERING SERVICES FOR TXDOT PROJECTS

	BROCK & BUSTILLOS	CEA GROUP	CIVIL ASSOCIATES	CONSOR	DANNENBAUM ENGINEERING	ESSCO	FRANK SPENCER	GRV	HUITT ZOLLARS	MORENO CARDENAS	OMEGA ENGINEERS
<b>Rater #1</b>	71	90	89	90	92	58	73	91	84	86	83
<b>Rater #2</b>	59	63	66	60.5	65.5	45	59.5	64	65.5	64.5	66.5
<b>Rater #3</b>	62	64	61	59	62	52	57	61	59	64	62
<b>Total Score</b>	<b>192</b>	<b>217</b>	<b>216</b>	<b>209.5</b>	<b>219.5</b>	<b>155</b>	<b>189.5</b>	<b>216</b>	<b>208.5</b>	<b>214.5</b>	<b>211.5</b>



# RESOLUTION

## BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform civil engineering services on a task order basis by and between the City of El Paso and each of the following two (2) consultants:

1. CEA Engineering Group Inc.
2. Dannenbaum Engineering Company-El Paso, LLC

Each On-Call Agreement will be for an amount not to exceed Seven Hundred Fifty Thousand and No/00 Dollars (\$750,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura Prine  
City Clerk

APPROVED AS TO FORM:

Omar A. De La Rosa  
Omar A. De La Rosa  
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for  
Sam Rodriguez, City Engineer  
Capital Improvement Department



THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO   )

ON-CALL  
AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021 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 **CEA ENGINEERING GROUP, INC.**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional civil engineering services on a task by task basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

**WHEREAS**, the 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 Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects-check with

**ARTICLE II  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

**2.2** For each Project, 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 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.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each 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 days 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 **Seven Hundred Fifty Thousand AND NO/00 DOLLARS (\$750,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

**No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of 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 **FIFTY THOUSAND AND NO/100 DOLLARS (\$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.

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 **FIFTY THOUSAND AND NO/100 DOLLARS (\$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 **FIFTY THOUSAND AND NO/100 DOLLARS (\$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 each 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 and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

**3.3 CONSULTANT'S INVOICES.** For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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.** The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

**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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.



**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 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.** 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  
\$2,000,000.00 General Aggregate  
\$2,000,000.00 Products/Completed Operations Aggregate  
\$1,000,000.00 Personal and Advertising Injury

**Personal Injury or Death & Property Damage**

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

**General Aggregate**

\$1,000,000.00  
\$1,000,000.00 per occurrence

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 ONE MILLION AND 00/100 DOLLARS (\$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 Contract.

**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.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.

**5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence,



professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

## **ARTICLE VI FEDERAL AND STATE PROVISIONS**

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS.** Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.



**6.1.1 CONTRACT ASSURANCE.** The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**6.1.2 DBE GOOD FAITH EFFORTS.** The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

**6.2 TERMINATION FOR CANCELLATION OF GRANT.** Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

**6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.**

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative



- to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
    - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
    - b. Cancellation, termination or suspension of the contract in whole or in part.
  - (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.



## ARTICLE VII GENERAL PROVISIONS

**7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

**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 shall have 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 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, in the Owner’s discretion, 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 and places.

**7.6 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.

**7.7 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.

**7.8 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.9 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.

**7.10 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.

**7.11 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:                      CEA Engineering Group, Inc.  
   Ruben Chavez, P.E., Principal In Charge  
   813 N. Kansas St., Ste. 300  
   El Paso, Texas 79902

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**7.12 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.

**7.13 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.

*(Signatures on following page)*



**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

**CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

*Omar A. De La Rosa*  
Omar A. De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Jerry DeMuro/for*  
Samuel Rodriguez, 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 \_\_\_\_\_, 2021,  
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires:

\_\_\_\_\_

*(Signatures continue on following page)*



CONSULTANT:  
**CEA ENGINEERING GROUP, INC.**

---

By: Ruben Chavez, P.E.  
Title: Principal In Charge

**(Acknowledgment)**

**THE STATE OF TEXAS   §**  
  §  
**COUNTY OF EL PASO   §**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Ruben Chavez, P.E., as Principal In Charge of CEA Engineering Group, Inc.

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Notary Public, State of Texas

My commission expires:

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## **ATTACHMENT A SCOPE OF WORK**

### **SERVICES REQUIRED**

The contracts will be used for miscellaneous assignments on an on-call basis to include:

#### **Investigation:**

The firm is responsible for meeting with stakeholders to obtain all necessary design standards and specifications such as the City of El Paso Design Standards, Federal, and State standards, among others.

#### **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, Architects, and Land Surveyors required by the State to perform this type of project design specified. The firm shall follow State 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 for park facilities. In addition, the firm shall be responsible for necessary 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 Design and Construction Standards for park facilities, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of Transportation Officials 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.

Early in the design the firm shall coordinate with the City Purchasing Director and staff and City support departments to prepare proposal notices, create proposal documents and assist in procurement of materials, rental/lease equipment, professional design services, selection cross sections, or other items needed to implement the federal/state funded projects, this may include multiple proposals for contracted work for various projects.

Provide Architectural/Civil Engineering project management and design and survey services, plans, contract documents, estimates and specifications and prepare construction contracts and an Engineer's Report, if requested.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of testing and sampling meeting current TxDOT specifications. Buy America must be enforced during design process.



The firm shall respond to comments regarding constructability, operability reviews on proposed construction projects and assist the City with but not limited to the following items: Review of proposed construction projects including such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes, references, and lack of coordination between the drawings of all disciplines involved in the project.

**Errors and Omissions on Design:**

The firm shall make revisions to the work authorized which are necessary to correct the firm errors and omissions appearing therein, when required to do so by the City (Owner). No additional compensation shall be paid for this work.

**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 schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the Capital Improvement Department Planning Division and TxDOT. 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. The firm shall present design to City of El Paso Bicycle Advisory Committee for specified projects.

**Soils Investigation:**

The firm shall provide a soil investigation and soils forensic engineering, 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 lowest responsible bidder. 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 in order to bring the project within the budgetary limitations. After bidding, the firm shall submit a bid evaluation per bid item table and a letter of recommendation/rejection of bids.

**Design Analysis:**

The firm shall perform design analysis for the 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 TxDOT specifications. 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 ADA, 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.

**Public Art:**

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of the Public Art.

**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 NTP, the firm shall verify all 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, right of way (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. Add existing ROW limits and location of utilities. Generate preliminary cross sections to aid in determining right of way (ROW) needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. Show how constraints will be handled, consider utility conflict, and identify potential conflicts. Prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or replace with better functional and operational design. Identify needed design exceptions or waivers. Establish sizes of drainage structures add location and size to schematic. Obtain project specific minute order, if required. Coordinate landscape with landscape architect.

Initiate railroad coordination for all work within railroad right of way (ROW). Locate all potential railroad crossings within project limits and determine existing crossing within project limits.



Determine existing crossing conditions, traffic control, and identify the need and recommendations for interconnection, closing or consolidate grade crossings.

**Environmental Issues:**

The firm to comply with all NEPA requirements will perform an environmental study. The firm may use a sub provider if the prime firm does not have the capability to perform this task with their own staff.

**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 for review and approval during final design phase period. The firm shall be responsible to obtain approval from the City of El Paso Planning and Inspections Department 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 City of El Paso Planning and Inspections Department. 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. The City of El Paso Planning and Inspections Department 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, floor layouts, 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 responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Planning and Inspections Department and TxDOT district office 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 of El Paso. However, the City of El Paso 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 of El Paso 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 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 of El Paso Project Manager and the utility company or interested parties to resolve the dispute. The firm on behalf of the City of El Paso shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, EPWU can request that the City of El Paso include as part of the street and drainage 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 of El Paso policy to minimize pavement cuts on new roadways. 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 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 shall assist the City throughout public outreach activities required by the NEPA or City processes in providing plans/exhibits showing the proposed improvements and how those proposed 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 attend to include virtual meetings, prepare the presentation, display required exhibits for the proposed improvements, and assist the City in answering any questions.

**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. The firm will be required to present TCP to TxDOT's safety review committee.

**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, and different work tasks to include EPWU, which shall be shown as other phases or on its own.

**Construction Schedule:**

The firm shall meet with City of El Paso Project Manager and Construction Manager to determine construction schedule. The schedule shall take into account lead delivery time of materials, equipment, and any known utility relocations. The firm shall 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 NTP and time period 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)
- Landscape Architectural Plan and Details (50% complete)



- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing 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)
- List of Governing Specs (100% complete)
- TxDOT Form 1002
- TxDOT Form 2443
- General Notes
- Engineer's Estimate and TxDOT form Estimate
- Environmental Scope Development Tool
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report

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)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Mechanical Plan and Details (75% complete)
- Plumbing Plan and Details (75% 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)
- Landscape Plan (95% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Outline of Specs (100% complete)
- List of Governing Specs (100% complete)
- TxDOT Form 1002
- TxDOT Form 2443
- TxDOT Form 2229
- General Notes
- Engineer's Estimate and TxDOT form Estimate
- Environmental Scope Development Tool
- Design Criteria
- 30% complete action items report and complete review comment forms
- Engineer's Seal
- 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

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)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing 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)
- Special Landscape Details (100% complete)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- TxDOT Form 1002
- TxDOT Form 2443
- TxDOT Form 2229
- General Notes
- Engineer's Estimate and TxDOT form Estimate
- Environmental Scope Development Tool
- Design Criteria
- 60% complete action items report and complete review comment forms
- Engineer's Seal
- 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

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 and TxDOT's comments addressed. The firm shall provide an electronic copy of all approved environmental documents.

### **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 (latest



- TxDOT specifications) 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. The bids shall be advertised as a unit price contract.

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
- 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

During construction, project closeout the firm shall produce and provide a set of "as-built" (11"x17") in electronic format, AutoCAD file, and USB flash drive displaying the firm name and project.

### **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.
- The project representative will be responsible for the complete coordination of work developed under each assignment. Work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- 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 material sourcing and any material updates meeting current TxDOT specifications.
- 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 and drainage improvements, park and site 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

### HOURLY BILLING RATES AND REIMBURSABLE COSTS

Effective Date: June 2021 City On-Call

#### Classification

1. QA/QC Engineer.....	\$200.00
2. Senior Project Manager .....	\$215.00
3. Project Manager .....	\$193.00
4. Senior Engineer .....	\$164.00
5. Design Engineer .....	\$140.00
6. Engineer Associate.....	\$104.00
7. Resident Project Representative .....	\$100.00
8. Engineering Technician .....	\$105.00
9. Drafting Technician.....	\$86.00
10. Administrative Assistant.....	\$75.00

#### Reimbursable Costs

1. Mileage: .....	IRS Rate
2. Sub-Consultants: .....	Cost x 1.10
3. Other Costs (Printing/Copying, Shipping, etc.): .....	Cost x 1.10

#### General Administrative Overhead Multiplier & Profit Markup

Fringe Benefit Rate:.....	37.08%
General Overhead Rate:.....	112.11%
Combined Rate:.....	149.19%
Profit Rate:.....	10.0%



**ATTACHMENT “C”  
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

Each individual Task Order will identify the “**Project**”, and the Consultant shall 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 and Construction Management 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 the design phases of 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 a 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 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.



## ATTACHMENT “C”

### CONSULTANT’S BASIC AND 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

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

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



**ATTACHMENT “C”  
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

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**



**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

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



**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

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**

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

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 Consultant 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.



**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

**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



**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

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



**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

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,



**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

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



**ATTACHMENT “C”  
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

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.



**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

**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 AND DELIVERABLE SCHEDULES**

**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.

**Fixed fee Payment to Consultant**

<b>Report Phase</b>	<b>To be determined by Task Order</b>
<b>Preliminary Design Phase</b>	<b>To be determined by Task Order</b>
<b>Pre-Final Design Phase</b>	<b>To be determined by Task Order</b>
<b>Final Design Phase</b>	<b>To be determined by Task Order</b>
<b>Bidding Phase</b>	<b>To be determined by Task Order</b>
<b>Construction Phase</b>	<b>To be determined by Task Order</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 bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting 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/Consultant 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. 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 Owner’s fiscal year.



## **ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES**

**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 City. 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**

#### **REPORT PHASE**

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within 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 **10 copies** of any required documents and opinion of probable construction costs shall be submitted within 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 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 **10 copies** the required documents and services shall be submitted within 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 **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **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 **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.



**ATTACHMENT “D”  
PAYMENT AND DELIVERABLE SCHEDULES**

**PHASE IV—BIDDING PHASE**

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 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 sixty days from the date of substantial completion.



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2021

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>PHONE (A/C, No, Ext): 713 490-4600</b> <b>FAX (A/C, No): 713-490-4700</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> <b>CEA Engineering Group, Inc.,</b> <b>DBA CEA Group</b> <b>813 N. Kansas St Ste 300</b> <b>El Paso, TX 79902</b>	<table border="1"> <thead> <tr> <th data-bbox="815 426 1437 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 453 1437 483">INSURER A : Travelers Property Cas. Co. of America</td> <td data-bbox="1437 453 1572 483">25674</td> </tr> <tr> <td data-bbox="815 483 1437 512">INSURER B : Travelers Indemnity Co of America</td> <td data-bbox="1437 483 1572 512">25666</td> </tr> <tr> <td data-bbox="815 512 1437 541">INSURER C : Arch Insurance Company</td> <td data-bbox="1437 512 1572 541">11150</td> </tr> <tr> <td data-bbox="815 541 1437 571">INSURER D : Travelers Property Casualty Ins. Co</td> <td data-bbox="1437 541 1572 571">36161</td> </tr> <tr> <td data-bbox="815 571 1437 600">INSURER E :</td> <td data-bbox="1437 571 1572 600"></td> </tr> <tr> <td data-bbox="815 600 1437 634">INSURER F :</td> <td data-bbox="1437 600 1572 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Cas. Co. of America	25674	INSURER B : Travelers Indemnity Co of America	25666	INSURER C : Arch Insurance Company	11150	INSURER D : Travelers Property Casualty Ins. Co	36161	INSURER E :		INSURER F :	
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## 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6806J353845	03/25/2021	03/25/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA5R010097	03/25/2021	03/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	UB003J516092	03/25/2021	03/25/2022	<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	Professional Liab ICaims Made & Reported Pol			PAAEP0139700 Retro:02/02/2002	03/25/2021	03/25/2022	\$1,000,000 per claim \$1,000,000 annl aggr.

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 include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed on behalf of the named insured. The General Liability, Auto Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of El Paso</b> <b>Capital Improvement Department</b> <b>218 N. Campbell St., Second Floor</b> <b>El Paso, TX 79901</b>	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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## DESCRIPTIONS (Continued from Page 1)

RE: Solicitation #2021-1070R, On Call Professional Services - Civil Engineering for TxDOT Projects .  
Additional insured includes: The owner.



## **ATTACHMENT “F”**

### **FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

**In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.**

**If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.**

#### **A. GENERAL REQUIREMENT FOR CONTRACT**

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

#### **B. FAILURE TO COMPLY**

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

#### **C. CONTRACT PROVISIONS**

##### **1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized



representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

### **BUY AMERICAN CERTIFICATION**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

#### **Type of Certification is based on Type of Project:**

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.



\*\*\*\*\*

### **Certificate of Buy American Compliance for Total Facility**

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
  - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing US domestic products
  3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
  3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.



4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 3 Waiver** - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

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Date

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Signature

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Company Name

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Title



\* \* \* \* \*

## **Certificate of Buy American Compliance for Manufactured Products**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
  - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing US domestic product
  3. To furnish US domestic product for any waiver request that the FAA rejects
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.



3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

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Date

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Signature

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Company Name

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Title



4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.



3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:



1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

**7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in



excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

**Contract Assurance (49 CFR § 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (49 CFR §26.29)**- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame



may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

**10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

**11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to



a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

**13. RIGHTS TO INVENTIONS (all AIP-funded projects)**

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)**

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed



to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may



direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**16. TEXTING WHEN DRIVING (all contracts)**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.



THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO    )

**ON-CALL  
AGREEMENT FOR  
PROFESSIONAL SERVICES**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2021 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 **DANNENBAUM ENGINEERING COMPANY - EL PASO, LLC.**, a Texas Limited Liability Company, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional civil engineering services on a task by task basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

**WHEREAS**, the 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 Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects-check with

**ARTICLE II  
PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.



- 2.2 For each Project, 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 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.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each 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 days 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 **Seven Hundred Fifty Thousand AND NO/00 DOLLARS (\$750,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

**No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of 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 **FIFTY THOUSAND AND NO/100 DOLLARS (\$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.

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 **FIFTY THOUSAND AND NO/100 DOLLARS (\$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 **FIFTY THOUSAND AND NO/100 DOLLARS (\$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 each 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 and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

**3.3 CONSULTANT'S INVOICES.** For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **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 (90) days 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 Project budget, 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 each phase. 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.** The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

**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 term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

**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 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.** 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
  - \$2,000,000.00 General Aggregate
  - \$2,000,000.00 Products/Completed Operations Aggregate
  - \$1,000,000.00 Personal and Advertising Injury

**Personal Injury or Death & Property Damage**

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.



**General Aggregate**  
\$1,000,000.00  
\$1,000,000.00 per occurrence

- 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 ONE MILLION AND 00/100 DOLLARS (\$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 Contract.

**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.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless 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 bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. 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.**



**5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

## **ARTICLE VI FEDERAL AND STATE PROVISIONS**

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS.** Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative



Agreement with the Owner, as further described in Attachment “F”.

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant’s obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

**6.1.1 CONTRACT ASSURANCE.** The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**6.1.2 DBE GOOD FAITH EFFORTS.** The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror’s commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

**6.2 TERMINATION FOR CANCELLATION OF GRANT.** Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing



the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

**6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.**

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
  - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-



compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## **ARTICLE VII GENERAL PROVISIONS**

**7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, 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. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

**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 shall have 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 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, in the Owner’s discretion, 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 and places.



**7.6 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.

**7.7 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.

**7.8 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.9 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.

**7.10 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.

**7.11 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:                      Dannenbaum Engineering Company - El Paso, LLC.  
   Attn: Michel Maskoud, Ph.D., P.E.  
   10737 Gateway Blvd. West, Suite 112  
   El Paso, Texas 79935

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**7.12 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.

**7.13 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.



**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

**CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

*Omar A. De La Rosa*

\_\_\_\_\_  
Omar A. De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Jerry DeMuro/for*  
\_\_\_\_\_  
Samuel Rodriguez, 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 \_\_\_\_\_, 2021,  
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires:

\_\_\_\_\_

*(Signatures continue on following page)*



CONSULTANT:  
DANNENBAUM ENGINEERING COMPANY  
- EL PASO, LLC.

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By: Michel Maskoud, Ph.D., P.E.  
Title: Vice President

**(Acknowledgment)**

THE STATE OF TEXAS    §  
                                      §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
by Michel Maskoud, Ph.D., P.E., as Vice President of Dannenbaum Engineering Company - El  
Paso, LLC.

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Notary Public, State of Texas

My commission expires:

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## **ATTACHMENT A SCOPE OF WORK**

### **SERVICES REQUIRED**

The contracts will be used for miscellaneous assignments on an on-call basis to include:

#### **Investigation:**

The firm is responsible for meeting with stakeholders to obtain all necessary design standards and specifications such as the City of El Paso Design Standards, Federal, and State standards, among others.

#### **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, Architects, and Land Surveyors required by the State to perform this type of project design specified. The firm shall follow State 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 for park facilities. In addition, the firm shall be responsible for necessary 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 Design and Construction Standards for park facilities, City of El Paso Capital Improvement Department Drawing Guidelines, City of El Paso Bike Plan, National Association of Transportation Officials 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.

Early in the design the firm shall coordinate with the City Purchasing Director and staff and City support departments to prepare proposal notices, create proposal documents and assist in procurement of materials, rental/lease equipment, professional design services, selection cross sections, or other items needed to implement the federal/state funded projects, this may include multiple proposals for contracted work for various projects.

Provide Architectural/Civil Engineering project management and design and survey services, plans, contract documents, estimates and specifications and prepare construction contracts and an Engineer's Report, if requested.

Sole sourcing will not be allowed. The firm shall prepare both design and performance specifications. The firm shall provide a guide schedule of testing and sampling meeting current TxDOT specifications. Buy America must be enforced during design process.



The firm shall respond to comments regarding constructability, operability reviews on proposed construction projects and assist the City with but not limited to the following items: Review of proposed construction projects including such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes, references, and lack of coordination between the drawings of all disciplines involved in the project.

**Errors and Omissions on Design:**

The firm shall make revisions to the work authorized which are necessary to correct the firm errors and omissions appearing therein, when required to do so by the City (Owner). No additional compensation shall be paid for this work.

**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 schedules for obtaining utility easements, utility service lines and other permits. The firm shall comply with requirements set by the Capital Improvement Department Planning Division and TxDOT. 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. The firm shall present design to City of El Paso Bicycle Advisory Committee for specified projects.

**Soils Investigation:**

The firm shall provide a soil investigation and soils forensic engineering, 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 lowest responsible bidder. 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 in order to bring the project within the budgetary limitations. After bidding, the firm shall submit a bid evaluation per bid item table and a letter of recommendation/rejection of bids.

**Design Analysis:**

The firm shall perform design analysis for the 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 TxDOT specifications. 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 ADA, 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.

**Public Art:**

If directed by the Capital Improvement Department, the firm shall coordinate with the Museum & Cultural Affairs Department (MCAD) for concept, design and installation of the Public Art.

**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 NTP, the firm shall verify all 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, right of way (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. Add existing ROW limits and location of utilities. Generate preliminary cross sections to aid in determining right of way (ROW) needs and control of access restrictions, and examine needs for special drainage or run-off pollution control measures, and hydraulic system issues. Show how constraints will be handled, consider utility conflict, and identify potential conflicts. Prepare and evaluate pavement design report for compatibility with proposed construction, skewed intersections or replace with better functional and operational design. Identify needed design exceptions or waivers. Establish sizes of drainage structures add location and size to schematic. Obtain project specific minute order, if required. Coordinate landscape with landscape architect.

Initiate railroad coordination for all work within railroad right of way (ROW). Locate all potential railroad crossings within project limits and determine existing crossing within project limits.



Determine existing crossing conditions, traffic control, and identify the need and recommendations for interconnection, closing or consolidate grade crossings.

**Environmental Issues:**

The firm to comply with all NEPA requirements will perform an environmental study. The firm may use a sub provider if the prime firm does not have the capability to perform this task with their own staff.

**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 for review and approval during final design phase period. The firm shall be responsible to obtain approval from the City of El Paso Planning and Inspections Department 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 City of El Paso Planning and Inspections Department. 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. The City of El Paso Planning and Inspections Department 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, floor layouts, 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 responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Planning and Inspections Department and TxDOT district office 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 of El Paso. However, the City of El Paso 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 of El Paso 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 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 of El Paso Project Manager and the utility company or interested parties to resolve the dispute. The firm on behalf of the City of El Paso shall request from all utility companies or interested parties that they relocate all lines that conflict with new improvements. However, EPWU can request that the City of El Paso include as part of the street and drainage 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 of El Paso policy to minimize pavement cuts on new roadways. 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 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 shall assist the City throughout public outreach activities required by the NEPA or City processes in providing plans/exhibits showing the proposed improvements and how those proposed 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 attend to include virtual meetings, prepare the presentation, display required exhibits for the proposed improvements, and assist the City in answering any questions.

**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. The firm will be required to present TCP to TxDOT's safety review committee.

**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, and different work tasks to include EPWU, which shall be shown as other phases or on its own.

**Construction Schedule:**

The firm shall meet with City of El Paso Project Manager and Construction Manager to determine construction schedule. The schedule shall take into account lead delivery time of materials, equipment, and any known utility relocations. The firm shall 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 NTP and time period 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)
- Landscape Architectural Plan and Details (50% complete)



- Electrical Plan and Details (50% complete)
- Mechanical Plan and Details (50% complete)
- Plumbing 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)
- List of Governing Specs (100% complete)
- TxDOT Form 1002
- TxDOT Form 2443
- General Notes
- Engineer's Estimate and TxDOT form Estimate
- Environmental Scope Development Tool
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)
- Utility Status and coordination report

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)
- Architectural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Mechanical Plan and Details (75% complete)
- Plumbing Plan and Details (75% 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)
- Landscape Plan (95% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Outline of Specs (100% complete)
- List of Governing Specs (100% complete)
- TxDOT Form 1002
- TxDOT Form 2443
- TxDOT Form 2229
- General Notes
- Engineer's Estimate and TxDOT form Estimate
- Environmental Scope Development Tool
- Design Criteria
- 30% complete action items report and complete review comment forms
- Engineer's Seal
- 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

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)
- Architectural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Mechanical Plan and Details (100% complete)
- Plumbing 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)
- Special Landscape Details (100% complete)
- Pre-final Irrigation Layout (100% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- TxDOT Form 1002
- TxDOT Form 2443
- TxDOT Form 2229
- General Notes
- Engineer's Estimate and TxDOT form Estimate
- Environmental Scope Development Tool
- Design Criteria
- 60% complete action items report and complete review comment forms
- Engineer's Seal
- 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

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 and TxDOT's comments addressed. The firm shall provide an electronic copy of all approved environmental documents.

### **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 (latest



- TxDOT specifications) 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. The bids shall be advertised as a unit price contract.

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
- 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

During construction, project closeout the firm shall produce and provide a set of "as-built" (11"x17") in electronic format, AutoCAD file, and USB flash drive displaying the firm name and project.

### **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.
- The project representative will be responsible for the complete coordination of work developed under each assignment. Work will be accomplished with adequate controls and review procedures to eliminate conflicts, errors, and omissions, and to ensure the technical accuracy of all design information.
- 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 material sourcing and any material updates meeting current TxDOT specifications.
- 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 and drainage improvements, park and site 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**

City of El Paso - Capital Improvement Department

Prime: **Dannenbaum Engineering Company - El Paso, LLC**

Direct Labor		DEC Proposed Rates for Sol. No.: #2021-1070R	
Labor/Job Classification	Years of Experience	Base Rates	Loaded Rates
Project Manager	10+	\$ 79.00	\$ 252.01
QA/QC Manager	10+	\$ 63.00	\$ 200.97
Engineer (Senior)	15+	\$ 64.00	\$ 204.16
Design Engineer	10 to 15	\$ 45.45	\$ 145.00
Landscape Architect	20+	\$ 37.62	\$ 120.00
Estimator	20+	\$ 45.45	\$ 145.00
Engineer-In-Training	2 to 5	\$ 34.48	\$ 110.00
Engineer Technician	5 to 15	\$ 31.42	\$ 100.23
CADD Operator	5 to 15	\$ 27.05	\$ 86.28
Administrative/Clerical		\$ 21.40	\$ 68.28
<b>DL + Overhead</b>	<b>2.9</b>		
<b>Profit</b>	<b>10.00%</b>		
<b>Multiplier</b>	<b>3.190</b>		



**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

Each individual Task Order will identify the “**Project**”, and the Consultant shall 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 and Construction Management 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 the design phases of 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 a 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 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



**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

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**

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

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.



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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**

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

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



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**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

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**

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

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.



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2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant 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.



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**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.



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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



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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.



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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.



**ATTACHMENT “C”**  
**CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

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 AND DELIVERABLE SCHEDULES**

**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.

**Fixed fee Payment to Consultant**

<b>Report Phase</b>	<b>To be determined by Task Order</b>
<b>Preliminary Design Phase</b>	<b>To be determined by Task Order</b>
<b>Pre-Final Design Phase</b>	<b>To be determined by Task Order</b>
<b>Final Design Phase</b>	<b>To be determined by Task Order</b>
<b>Bidding Phase</b>	<b>To be determined by Task Order</b>
<b>Construction Phase</b>	<b>To be determined by Task Order</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 bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting 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/Consultant 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. 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 Owner’s fiscal year.



## **ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES**

**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 City. 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**

#### **REPORT PHASE**

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within 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 **10 copies** of any required documents and opinion of probable construction costs shall be submitted within 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 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 **10 copies** the required documents and services shall be submitted within 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 **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **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 **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.



**ATTACHMENT “D”  
PAYMENT AND DELIVERABLE SCHEDULES**

**PHASE IV—BIDDING PHASE**

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 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 sixty days from the date of substantial completion.





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2021

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> Arthur J. Gallagher Risk Management Services, Inc. 8511 South Sam Houston Pkwy. East Houston TX 77075		<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 713-209-2800 <b>FAX (A/C. No.):</b> 713-209-2899 <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> National Fire Insurance Co of Hartford	
		<b>INSURER B:</b> Continental Casualty Company	
		<b>INSURER C:</b> Constitution Insurance Company	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 1586045992

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
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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	2053853648	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 700,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1015348305	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<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 \$ 10,000			2053853049	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<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	N/A	1022022126	6/1/2020	6/1/2021	<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 Claims Made			AEH254055021	4/1/2021	4/1/2022	Each Claim \$ 5,000,000 Aggregate \$ 5,000,000 Knowledge Date 2/1/2003

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: DEC Project No. 0053-38, On Call Professional Services - Civil Engineering for TxDOT Projects (2021-1070R).

The General Liability and Auto policy includes a Blanket additional insured endorsement that provides additional insured status when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

The General Liability, Auto and Workers' Compensation policy includes a Blanket waiver of subrogation endorsement when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.

See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

City of El Paso Capital Improvement Department 218 North Campbell Street, Second 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 





# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

<b>AGENCY</b> Arthur J. Gallagher Risk Management Services, Inc.		<b>NAMED INSURED</b> DE Corp. (formerly Dannenbaum Engineering Corporation) P O Box 22292 Houston TX 77227-2292	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability is primary and non-contributory to other insurance when required by written contract.

The umbrella liability coverage is follow form as respects the additional insured and waiver of subrogation provisions of the underlying policies. Professional liability coverage is excluded from the umbrella liability.

The General Liability, Auto and Workers' Compensation policy includes a Blanket 30 Day Notice of Cancellation except 10 Days for Non Payment of Premium.

Complete Named Insured:

Dannenbaum Engineering Corporation  
 Dannenbaum Engineering Corporation dba Barden & Bartow  
 Civil Engineering Corporation, a Dannenbaum Company  
 Dannenbaum Engineering Company – Austin, LLC  
 Dannenbaum Engineering Company – Dallas, LLC  
 Dannenbaum Engineering Company – El Paso, LLC  
 Dannenbaum Engineering Company – Fort Worth, LLC  
 Dannenbaum Engineering Company – Houston, LLC  
 Dannenbaum Engineering Company – Laredo, LLC  
 Dannenbaum Engineering Company – McAllen, LLC  
 Dannenbaum Engineering Company – San Antonio, LLC  
 Dannenbaum Engineering Corporation / Klotz Associates Inc. a Joint Venture  
 Dannenbaum Engineering Corporation dba Falcon Point Associates  
 Dannenbaum Engineering Corporation dba Formosa Plastics Corporation USA  
 Dannenbaum Environmental Corporation  
 Dannenbaum, Dodson and ECS Joint Venture  
 Dannenbaum, Gerwick, Joint Venture  
 Dannenbaum, W.P. Moore & Terra Nova, Joint Venture (fka Dannenbaum Dodson & Terra Nova JV)  
 DECTEC LLC  
 Engineering Holding Corporation  
 ICE & Dannenbaum JV  
 JB Dannenbaum Consulting Engineers  
 Munoz & Dannenbaum JV



## **ATTACHMENT “F”**

### **FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS**

**In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.**

**If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.**

#### **A. GENERAL REQUIREMENT FOR CONTRACT**

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

#### **B. FAILURE TO COMPLY**

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

#### **C. CONTRACT PROVISIONS**

##### **1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized



representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

### **BUY AMERICAN CERTIFICATION**

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

#### **Type of Certification is based on Type of Project:**

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.



\*\*\*\*\*

### **Certificate of Buy American Compliance for Total Facility**

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a. Only installing steel and manufactured products produced in the United States; or
  - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing US domestic products
  3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
  3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.



4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 3 Waiver** - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

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Date

---

Signature

---

Company Name

---

Title



\* \* \* \* \*

## **Certificate of Buy American Compliance for Manufactured Products**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
  - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  - 2. To faithfully comply with providing US domestic product
  - 3. To furnish US domestic product for any waiver request that the FAA rejects
  - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.



3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

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Date

---

Signature

---

Company Name

---

Title



4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.



3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:



1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

**7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in



excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

**Contract Assurance (49 CFR § 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (49 CFR §26.29)**- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame



may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

**10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

**11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to



a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

**13. RIGHTS TO INVENTIONS (all AIP-funded projects)**

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)**

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed



to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may



direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**16. TEXTING WHEN DRIVING (all contracts)**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.





# On Call Agreement for Professional Services

STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network





## Background

The On Call Agreement for **professional services to perform civil engineering services** assists the Capital Improvement Department as well as User Departments to expedite and complete tasks for federally funded projects. Selected consultants demonstrated high experience on federally funded projects.



# SUMMARY

- **Recommendation**

- That the City Manager be authorized to sign a **two year On Call Agreement** for Professional Services to perform civil engineering services on a task-by-task basis by and between the City of El Paso and each of the following two consultants:
  - **CEA Engineering Group, Inc.**
  - **Dannenbaum Engineering Company – El Paso, LLC**
- Each On Call Agreement will be for an amount not to exceed **\$750,000.00**
- With an option to increase contract capacity up to \$100,000.00
- In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On Call Agreement.





# THANK YOU



## 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