

Oscar Leeser
Mayor

Tommy Gonzalez
City Manager



CITY COUNCIL
Peter Svarzbein, District 1
Alexandra Anello, 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

**Final
AGENDA FOR THE REGULAR COUNCIL MEETING**

August 03, 2021

9:30 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 176-475-94#

AND

AGENDA REVIEW MEETING

August 2, 2021

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 905-134-989#

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 August 2, 2021 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on August 3, 2021 at 9:30 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, August 2, 2021 Conference ID: 905-134-989#

Regular Council Meeting, August 3, 2021 Conference ID: 176-475-94#

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**

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

Mayor Oscar Leeser and Representatives Peter Svarzbein, Alexandra Anello, 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, FIRE, AND MINISTRY COORDINATOR FOR THE SHERIFF'S OFFICE, CHAPLAIN SAM FARAONE

PLEDGE OF ALLEGIANCE

Haley Ocheltree

MAYOR'S PROCLAMATIONS

El Paso Strong Day

NOTICE TO THE PUBLIC

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will be considered by City Council to be routine and will be enacted by one motion unless separate discussion is requested by Council Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. Council may, however, reconsider any item at any time during the meeting.

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of the Regular City Council Meeting of July 20, 2021, the Agenda Review Meeting of July 19, 2021, the Work Session of July 19, 2021, Minutes of the Special Meeting of July 8, 2019, Special Meeting of July 10, 2019 and the Special Joint Meeting of November 13, 2019. [21-851](#)

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

3. This Resolution is to authorize the City Manager to sign a Southern Industrial Site Lease between the City of El Paso ("Lessor") and Franklin Motors, Inc. ("Lessee") for all of Lot 5 and a portion of Lots 1, 2, 3 and 4, Block 11, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas, municipally known and numbered as 8601 Lockheed, El Paso, Texas. [21-839](#)

The initial lease term is twenty (20) years with two (2) ten (10) year options. The site is 172,665 square feet at \$.40 per square foot and the annual rate is \$69,066.00, an increase of \$42,734.59 annually from the expiring lease.

District 3

Airport, Sam Rodriguez, (915) 212-7300

4. This item is a Resolution to authorize the City Manager, or designee, to sign a Lessor's Approval of Assignment by and between the City of El Paso, Computer Labs, Inc., and Salvation 47, LLC for the following described property: A portion of Lot 4 and a portion of Lot 5, Block 6, Butterfield Trail Industrial Park Unit One, Replat "A", El Paso International Airport, City of El Paso, El Paso County, Texas, and commonly known as 3 Butterfield Trail, El Paso Texas. [21-854](#)

The lease term is forty (40) years with one (1) year and seven (7) months remaining plus one (1) ten (10) year option. The site is 131,999 square feet (115,691 square feet at \$0.1728/square foot/year and 16,308 square feet at \$0.1439/square foot/year) which equals to \$22,339.80 annually or \$1,861.65 per month. The initial term of the lease agreement expires February 28, 2023.

District 2

Airport, Sam Rodriguez, (915) 212-7301

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

5. The linkage to the Strategic Plan is subsection: 2.3 - Increase Public Safety and Operational Efficiency. [21-861](#)

That the Purchasing & Strategic Sourcing Director is authorized to notify FirstWatch Solutions, Inc. dba FirstWatch that the City is terminating Contract 2019-1319 FirstWatch Annual Support & Maintenance for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of August 3, 2021.

All Districts

Fire, Chief Mario D'Agostino, (915) 212-5610

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

Goal 3: Promote the Visual Image of El Paso

6. That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A) [21-822](#)

District 2, 3, 4, 6 and 8

Environmental Services, Ellen Smyth, (915) 212-6060

7. That the board and secure liens on the attachment posted with this agenda be approved. (See attachment B) [21-842](#)

Districts 2, 4 and 8

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

8. A Resolution authorizing the City Manager or his designee is to sign an Annexation Agreement between the City and Socorro Independent School District, for 59.892 acres of real property located East of Joe Battle Blvd. and South of Bob Hope Dr., which 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. [21-849](#)

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: East of Joe Battle Blvd. and South of Bob Hope Dr.

Applicant: Socorro Independent School District SUAX20-00001

District 6

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

Planning and Inspections, Karina Brasgalla, (915) 212-1604

9. Resolution authorizing the City Manager, or designee, to sign a Parking License Agreement between the City of El Paso and the El Paso Chamber of Commerce for the use of 25 parking spaces at Civic Center Parking Garage. [21-855](#)

District 8

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

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

- 10. The linkage to the Strategic Plan is subsection 7.5 - Set one standard for infrastructure across the city. [21-850](#)

Request that the Purchasing Director is authorized to notify Contractor’s Barricade Service, Inc. dba Apache Barricade & Sign that the City is terminating Contract No. 2018-1095 Barricade Rental Service for convenience, pursuant to the provisions and requirements of Part 4, Section 8, Paragraph A of the Contract Clauses, and that the termination shall be effective as of August 11, 2021. The current expenditures for Contract 2018-1095 Barricade Rental Services have been met, therefore, the contract needs to be terminated in order to award a replacement contract.

All Districts

Streets and Maintenance, Richard J. Bristol, (915) 212-7001
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

Goal 8: Nurture and Promote a Healthy, Sustainable Community

- 11. Approve a Resolution authorizing the Mayor to Execute the Mayor’s certificate and the general certificate of the City in connection with the issuance by the El Paso Housing Finance Corporation Multifamily Housing Revenue Bonds (Machuca Apartments) Series 2021. [21-860](#)

All Districts

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

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

- 12. Daniel Anchondo to the Districting Commission by Representative Henry Rivera, District 7. [21-879](#)

Members of the City Council, Representative Henry Rivera, (915) 212-0007

- 13. Cynthia T. Renteria to the Districting Commission by Representative Cissy Lizarraga, District 8. [21-881](#)

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

- 14. Aleksandra Annello to the Animal Shelter Advisory Committee by Mayor Oscar Leeser. [21-829](#)

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

15. Loretta Hyde to the Animal Shelter Advisory Committee by Mayor Oscar Leeser. [21-880](#)

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

16. Melissa Harcrow to the Veterans Affairs Advisory Committee by Representative Cissy Lizarraga, District 8. [21-882](#)

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

17. 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 C) [21-852](#)

All Districts

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

18. 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 D) [21-853](#)

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

19. For notation pursuant to Section 2.92.110 of the City Code, receipt of campaign contribution of five hundred dollars or greater by Representative Isabel Salcido in the amount of \$1,000.00 from Joseph Moody Campaign. [21-821](#)

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

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

20. The linkage to the Strategic Plan is subsection 8.1 - Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community. [21-862](#)

Award Summary:

That the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Advanced Business Software, LLC for the Health Information Management Software for Health Department. This software captures and maintains patient information and treatment for programs such as prevention, intervention, and mobilization services. The purchase order is for an amount not to exceed \$60,000.00.

Contract Variance:

There is no variance.

Department: Public Health
Award to: Advanced Business Software, LLC
Lakeside, CA
Total Estimated Amount: \$60,000.00
Account No.: 522020-341-1000-41170
Funding Source: General Funds
District(s): All
Reference No.: 2021-1443

This is a purchase pursuant to the Public Health and Safety Exemption, 252.022 (a) (2) of the Texas Local Government Code, services contract.

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

All Districts

Public Health, Angela Mora, (915) 212-0200
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

CONSENT AGENDA - BIDS:

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

- 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 [21-831](#)

Award Summary:

The award of Solicitation 2021-1261 Pueblo Viejo Park Improvements to MARTINEZ BROS. CONTRACTORS, LLC for an estimated award of \$395,296.00. This project consists of various park improvements such as playgrounds, play courts, landscaping, shaded canopies, gathering areas, and walking trails are provided throughout the linear park. Additionally, the City will improve the access into the playground by complying with the Texas

Department of Licensing and Regulation (TDLR) requirements.

Department: Capital Improvement
Award to: MARTINEZ BROS. CONTRACTORS, LLC
El Paso, TX
Item(s): Base Bid I & Additive Alternate I
Initial Term: 180 Consecutive Calendar Days
Base Bid I: \$374,970.50
Additive Alternate I: \$ 20,325.50
Total Estimated Award: \$395,296.00
Funding Source: Community Development Block Grant
Account: 471-2400-71240-580270-G7146CD63
District(s): 6

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.

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

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

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

District 6

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

- 22. 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

[21-834](#)

Award Summary:

The award of Solicitation 2021-1262 Chuck Heinrich & Mary Frances Keisling Trailhead Improvements to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of \$306,397.69. The proposed project supports citizens' quality of life with amenities for outdoor recreation. The trailhead improvements at Chuck Heinrich & Mary Frances Keisling trailheads will consist of additional parking spaces, picnic table, information kiosk, drinking fountain, pet waste station, bike repair station, trees and irrigation.

Department: Capital Improvement
 Award to: TAO INDUSTRIES INC., dba HAWK
 Construction
 El Paso, TX
 Items: Base Bid I, Base Bid II and Additive Alternate I
 Initial Term: 135 Consecutive Calendar Days
 Base Bid I: \$131,137.05
 Base Bid II: \$153,732.59
 Additive Alternate I: \$ 21,528.05
 Total Estimated Award: \$306,397.69
 Funding Source: 2012 Quality of Life Bond
 Account: 190-4800-29010-580270-PCP13PRKE02
 Districts: 1 and 4

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to TAO INDUSTRIES INC., dba HAWK Construction 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.

Districts 1 and 4

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

- 23. The linkage to the Strategic Plan is subsection 4.2 Create innovative recreational, educational, and cultural programs. [21-840](#)

Award Summary:

The award of Solicitation No. 2021-1247 Animal Food Produce to Olus Distributing for an initial term of three (3) years for an estimated amount of \$251,365.50. The award includes a two (2) year option for an estimated amount of \$167,577.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, an estimated award amount of \$418,942.50. This contract will provide food produce, needed for the zoo's animals.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$5,131.25 for the initial term, which represents a 6.52% increase due to prices increasing.

Department: Zoo
Award to: Olus Distributing
El Paso, TX
Items: All
Initial Term: 3 Years
Option to Extend: 2 Years
Annual Estimated Award: \$ 83,788.50
Initial Term Estimated Award: \$251,365.50 (3 Years)
Total Estimated Award: \$418,942.50 (5 Years)
Account No.: 452 - 3400- 52140 - 531100 - P5241
Funding Source: Zoo Operations Fund
Districts: All

This is a Low bid, unit price contract.

The Purchasing & Strategic Sourcing and Zoo Departments recommend award as indicated to Olus Distributing the lowest, responsive and responsible bidder. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

All Districts

Zoo, Joseph Montisano, (915) 212-2800
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

24. Discussion and action regarding a Resolution that the City of El Paso appoint to the Camino Real Regional Mobility Authority Joe D. Wardy for Position 1, whose term will expire on February 1, 2022. [21-876](#)

All Districts

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

25. Discussion and action to approve a Resolution to call for the 87th Texas Legislature to withdraw House Bill 3 and Senate Bill 1 and instead take proactive measures to protect voting rights and promote access to voting. [21-883](#)

All Districts

Members of the City Council, Representative Aleksandra Anello, (915) 212-0002
Members of the City Council, Representative Cassandra Hernandez, (915) 212-003
Members of the City Council, Representative Peter Svarzbein, (915) 212-0001

26. Discussion and action to direct the City Manager and City Attorney to initiate the process to amend Title 10, Chapter 10.12.050 - *Alcohol prohibited in public places* to expand the area specified to include the present boundaries of the Val Verde Neighborhood Association and the Washington-Delta Neighborhood Association; and to prepare an action item for the consideration of the City [21-884](#)

Council to effectuate the amendment of 10.12.050, to be introduced on or before the Regular City Council meeting on August 31, 2021.

All Districts

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

27. Comprehensive update of the Public Safety Bond Program.

[21-857](#)

All Districts

Capital Improvement Department, Sam Rodriguez (915) 212-1845

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: 176-475-94#

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

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 9:30 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 3: Promote the Visual Image of El Paso

28. An Ordinance changing the zoning of a 0.376-acre portion of Tract 1B, Nellie D. Mundy Survey 242 and Tract 2E4, Nellie D. Mundy Survey 243, City of El Paso, El Paso County, Texas from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[21-823](#)

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: East of Resler Dr. and South of Woodrow Bean Transmountain Rd.

Applicant: CSA Design Group, Inc. c/o Adrian Holguin-Ontiveros, PZRZ21-00015

District 1

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

Planning and Inspections, Luis Zamora, (915) 212-1552

PUBLIC HEARING WILL BE HELD ON AUGUST 31, 2021

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

29. The linkage to the Strategic Plan is subsection 1.6 - Provide business-friendly permitting and inspection process

[21-859](#)

Discussion and action on the request that the City Manager be authorized to sign Agreement between the City of El Paso and The Revenue Markets, Inc dba TRMI Systems Integration, the sole source provider for the Toll System Maintenance and replacement parts, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$39,784.59 for the initial term, which represents a 12.17% increase due to additional services provided and price increases.

Department:	International Bridges
Award to:	The Revenue Markets, Inc. dba TRMI Systems Integration
	Accord, NY
Item(s):	All
Initial Term:	3 Years
Annual Estimated Award:	\$122,193.20
Total Estimated Award	\$366,579.63 (3 years)
Funding Source:	Operational Fund
Account No.:	522290 - 564 - 3300 - 64830

District(s): 6 and 8
Reference No.: 2021-1114

This is a Sole Source, maintenance and service contract.

Districts 6 and 8

International Bridges, Paul Stresow, (915) 212-7502
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

30. The linkage to the Strategic Plan is subsection 2.3 - Increase Public Safety Operational Efficiency. [21-836](#)

Award Summary:

Discussion and action on the request that the City Manager be authorized to sign Agreement between the City of El Paso and Teleflex, LLC the sole source provider for the Arrow EZ-IO System, with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The system will provide intraosseous access system components (Arrow EZ-IO), including drivers, needles, cases and any related accessories.

Contract Variance:

There is no contract variance.

Department: Fire Department
Award to: Teleflex, LLC
Wayne, PA
Item(s): All
Term: 3 Years
Annual Estimated Award: \$ 60,000.00
Total Estimated Amount \$180,000.00 (3 years)
Account No.: 322 - 22090 - 1000 - 531120 - P2217
Funding Source: General Fund
District(s): All
Reference No.: 2021-1189

This is a Sole Source, service and maintenance contract.

All Districts

Fire, Chief Mario D'Agostino, (915) 212-5610
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

31. The linkage to the Strategic Plan is subsection 2.3: Increase public safety operational efficiency. [21-837](#)

Award Summary:

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a purchase order to

Crime Gun Intelligence Technologies, LLC, the sole source for FireFLY-LE2 Sensors, for a one-time purchase totaling \$62,999.98. The award of the contract for the gunshot detection system is an asset to the El Paso Police Department as it provides real time information, which will assist the department in better addressing crime.

Contract Variance:

No contract variance.

Department: Police Department
Award to: Crime Gun Intelligence Technologies, LLC
Tupelo, MS
Total Estimated Award: \$ 62,999.98
Account No.: 321-2680-21210-580070-P2104-GT2121SNP
321-1000-21110-522150
Funding Source: Safe Neighborhoods Program
General Funds
Districts: All
Reference No.: 2021-1284

This is a sole source, one-time purchase contract.

All Districts

Police, Chief Gregory K. Allen, (915) 212-4302
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

32. The linkage to the Strategic Plan is subsection: 2.1 - Maintain standing as one of the nation's top safest cities

[21-838](#)

Award Summary:

Discussion and action on the request that the City Manager be authorized to sign Service Agreements between the City of El Paso and Vigilant Solutions, LLC. the sole source provider of License Plate Recognition (LPR) data totaling an estimated amount of \$169,545.00 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The award of this contract will allow the Police Department to continue to have access to license plates data.

Contract Variance:

N/A

Department: Police
Award to: Vigilant Solutions, LLC
Livermore, CA
Initial Term: 3 years
Total Estimated Award: \$169,545.00 (3 years)
Account No.: 321-21190-522150-1000
321-21230-522250-2710-P2104-GT2120FUS

FUSION

321-21210-522150-2680-P2104-GS2121MVC MVCPA
Funding Source: General Funds, Fusion Fund and Auto theft
Grant
Districts(s): All
Sole Source No.: 2021-0918

This is a sole source, service contract.

All Districts

Police, Gregory Allen, (915) 212-4302
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

33. 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 [21-833](#)

Award Summary:

Discussion and action on the award of Solicitation 2021-1202 Animal Holding Facility II to PRIDE GENERAL CONTRACTORS, LLC for an estimated award of \$1,113,617.89. The proposed project supports a new animal holding facility at the El Paso Zoo. Scope of work to include select site demolition, earthwork, underground utilities, structural concrete, CMU walls, chain-link enclosures, mechanical/electrical/plumbing work, landscaping, and roofing system.

Department: Capital Improvement
Award to: PRIDE GENERAL CONTRACTORS, LLC
El Paso, TX
Item: Base Bid I
Initial Term: 210 Consecutive Calendar Days
Base Bid I: \$1,113,617.89
Total Estimated Award: \$1,113,617.89
Funding Source: 2012 Quality of Life Bond
Account: 190-4800-29020-580270-PCP13ZOOD06
District: 8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to PRIDE GENERAL 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.

District 8

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

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

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

[21-832](#)

Award Summary:

Discussion and action on the award of Solicitation 2021-1232 Playa Drain Trail Phase II - Segment 2 to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of \$617,710.01. The project consists of the construction of new asphalt trail along Playa Drain Trail from Knights Drive to Yarbrough Drive.

Department:	Capital Improvement
Award to:	TAO INDUSTRIES INC., dba HAWK Construction El Paso, TX
Item:	Base Bid
Initial Term:	270 Consecutive Calendar Days
Base Bid I:	\$617,710.01
Total Estimated Award:	\$617,710.01
Funding Source:	Community Development Block Grant
Account:	580220-471-71240-2400-G7146CD66
District:	7

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to TAO INDUSTRIES INC., dba HAWK Construction., the lowest responsive and responsible bidder.

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

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

As a part of this award, upon the review of the City Attorney, the City Engineer

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

District 7

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

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

[21-835](#)

Award Summary:

Discussion and action on the award of Solicitation 2021-1127 Barricade Rental Services to Leedsman Construction DBA Traffic Control Specialists Sales & Rentals for a three (3) year initial term estimated amount of \$997,180.50. The award also includes a two (2) year option for an estimated amount of \$664,787.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$1,661,967.50. This contract will allow for the appropriate traffic control during streets maintenance to guarantee employee and public safety.

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 40% decrease due to price decreases.

Department:	Streets and Maintenance
Vendor:	Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX
Items:	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$332,393.50
Initial Term Estimated Award:	\$997,180.50 (3 years)
Total Estimated Award:	\$1,661,967.50 (5 years)
Account No.:	532-1000-524110-3210-P3210
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 Leedsman Construction DBA Traffic Control Specialists Sales & Rentals, the lowest responsive, responsible bidder.

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

All Districts

Streets and Maintenance, Richard Bristol, (915) 212-7000
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

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

21-848

Award Summary:

Discussion and action on the award of Solicitation 2021-1156 Grounds Maintenance City Turf Medians and Mowing to MG Evergreen LLC for a three (3) year initial term estimated amount of \$1,280,040.00. The award also includes a two (2) year option for an estimated amount of \$853,360.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$2,133,400.00. This contract will provide mowing for all city turf medians and park sites.

Contract Variance:

The contract variance for this item is combining two contracts: 2016-597 Ground Maintenance - City Medians and 2017-1203 - Grounds Maintenance for El Paso City Parks - Mowing (Re-Bid).

The difference in price for Turf Median and Tree Bush Pruning/Removal, based on comparison to the previous contract, 2016-597, is as follows: An increase of \$289,620.00 for the initial term, which represents a 152.62% increase due to price increases and quantity increases on Tree Bush Pruning/Removal.

The difference in price for Park Site Mowing, based on comparison to the previous contract, 2017-1203, is as follows: A decrease of \$70,336.00 for the initial term, which represents a 21.80% decrease due to price decreases.

Department:	Streets and Maintenance
Vendor:	MG Evergreen LLC El Paso, TX
Items:	Groups 1 - 4
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$426,680.00
Initial Term Estimated Award:	\$1,280,040.00 (3 years)
Total Estimated Award:	\$2,133,400.00 (5 years)
Account No.:	451-2305-522210-51295-P5120
Funding Source:	Environmental Fee Fund
Districts:	All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to MG Evergreen LLC, the bidder offering the best value bid.

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

All Districts

Streets and Maintenance, Richard J. Bristol, (915) 212-7000
Purchasing and Strategic Sourcing, Bruce D. Collins, (915) 212-1181

REGULAR AGENDA – FIRST READING AND SECOND READING OF ORDINANCES:

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

37. An Ordinance amending the Ordinance authorizing the issuance of City of El Paso, Texas, Water and Sewer Commercial Paper Notes, Series A; approving and authorizing the execution of an amendment to an existing Credit Agreement and other related agreements with respect to such notes; and resolving other matters incident and related thereto. [21-785](#)

All Districts

El Paso Water, Arturo Duran, (915) 594-5549

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

38. 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

39. 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

Goal 3: Promote the Visual Image of El Paso

40. 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 [21-719](#)

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

District 8

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

41. 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. [21-728](#)

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: Beckross Properties, LLC
PZRZ20-00027

District 4

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, David Samaniego, (915) 212-1608

42. 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. [21-801](#)

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

43. 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.** [21-631](#)

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

[POSTPONED FROM 07-07-2021]

District 6

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

44. 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 [21-712](#)

District 6

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Raul Garcia, (915) 212-1643

45. 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. [21-724](#)

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

District 6

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Raul Garcia, (915) 212-1643

46. 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 [21-731](#)

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

District 6

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

47. 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

[21-732](#)

District 6

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

REGULAR AGENDA – OTHER BUSINESS:

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

48. Discussion and action on a Resolution amending the adopted 2021 Public Art Plan to allow for additional projects and allocations.

[21-856](#)

All Districts

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

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 Anello, 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 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/>



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-851, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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 20, 2021, the Agenda Review Meeting of July 19, 2021, the Work Session of July 19, 2021, Minutes of the Special Meeting of July 8, 2019, Special Meeting of July 10, 2019 and the Special Joint Meeting of November 13, 2019.

OSCAR LEESER
MAYOR



CITY COUNCIL
PETER SVARZBEIN, DISTRICT 1
ALEXANDRA 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 19, 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 9:04 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Peter Svarzbein, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga. Alexandra Annello requested to be excused.

The agenda items for the July 20, 2021 Regular City Council meeting were reviewed.

.....
22. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

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 commented.

The following City staff members commented:

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

.....
23. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

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.

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

- Ms. Claudia Garcia, Purchasing and Strategic Sourcing Assistant Director
- Mr. Jerry DeMuro, Capital Improvement Deputy Director
- Mr. Sam Rodriguez, City Engineer

.....
25. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

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

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

- Ms. Anne Guayante, Lead Planner

.....
Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 9:23 a.m.

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

NAYS: None

ABSENT: Representative Annello

.....
APPROVED AS TO CONTENT:

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 20, 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 Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga.

INVOCATION BY POLICE CHAPLAIN DENNIS COFFMAN

PLEDGE OF ALLEGIANCE

Isabella Machorro
Olivia Machorro

MAYOR'S PROCLAMATIONS

Paul and Stephanie Albright Appreciation Day

Latino Conservation Week

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, Annello, Molinar, Salcido, Rodriguez, Rivera and Lizarraga

NAYS: None

NOT PRESENT: Representative Hernandez

.....
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 July 7, 2021, the Agenda Review Meeting of July 6, 2021, the Work Session of July 6, 2021, and the Minutes of the Special Meeting of July 9, 2019.

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

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

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

***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, 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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

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.

***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.

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

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 #0240-999-0010-0310

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.

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

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.

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

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.

***RESOLUTION**

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.

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

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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ESQUER, PHILLIP & SILVA, ROBERT, 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:

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.

***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:

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.

***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 (Exe Nwly 5.0 Ft Strip)& Nely 112 Ft Off2 (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 HREE 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.

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

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.

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

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.

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

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.

***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.

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

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.

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

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.

.....
4. *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.

.....
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 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:

.....
6. *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:
.....

7.

***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.

CONSENT AGENDA – BOARD APPOINTMENTS:

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

- 8. *Motion made, seconded, and unanimously carried to **APPOINT** Eugenia Posada to the Bicycle Advisory Committee by Representative Joe Molinar, District 4.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

- 9. *Motion made, seconded, and unanimously carried to **APPOINT** Jonathan Bohannon to the Veterans Affairs Advisory Committee by Representative Joe Molinar, District 4.
- 10. *Motion made, seconded, and unanimously carried to **APPOINT** Juan M. Adame to the Community Development Steering Committee by Representative Cissy Lizarraga, District 8.
- 11. *Motion made, seconded, and unanimously carried to **APPOINT** Sandra DiFrancesco to the Animal Shelter Advisory Committee by Representative Cassandra Hernandez, District 3.

12. *Motion made, seconded, and unanimously carried to **APPOINT** Christine Gallegos as a Regular Member to the Fair Housing Task Force by Representative Peter Svarzbein, District 1.

13. *Motion made, seconded, and unanimously carried to **APPOINT** Celeste Varela to the Animal Shelter Advisory Committee by Representative Aleksandra Annello, District 2.

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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

14. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds listed below and posted on the attachment with this agenda:

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)

15. ***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.

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

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.

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

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 A valance 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 A valance 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.

CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

16. *Motion made, seconded, and unanimously carried to **ACCEPT** the 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.

CALL TO THE PUBLIC – PUBLIC COMMENT

Motion made by Representative Hernandez, seconded by Representative Annello, and unanimously carried to **SUSPEND THE RULES OF ORDER** to allow for the electronic submission of presentation materials.

The following members of the public commented:

1. Mr. Edgardo Moreno
2. Mr. Ron Comeau
3. Ms. Barbara Valencia
4. Ms. Letty Benitez
5. Dr. Rick Bonart, presented a PowerPoint presentation related to bike lanes
6. Dr. Sharon Miles-Bonart
7. Mr. Shawn Hamilton, presented pictures related to flooding due to rain
8. Ms. Karen Washington
9. Mr. Colt Demorris
10. Mr. Michael Castro

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, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

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 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.

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.

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

PUBLIC HEARING FOR ITEMS 17-19 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. Motion made by Representative Annelo, seconded by Representative Rivera, 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, Molinar, Salcido, Rodriguez, Rivera, and Lizzarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

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21. Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Salcido, and unanimously carried to **AWARD** 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..

Mr. Gerald DeMuro, Assistant Director of Capital Improvement, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein and Molinar commented.

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

NAYS: None

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

22. Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rodriguez, to **AWARD** 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.

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

THE MOTION FAILED.

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

23. Motion made by Representative Hernandez, seconded by Representative Salcido, and unanimously carried to **AWARD** 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.

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

NAYS: None

-
24. Motion made by Representative Hernandez, seconded by Representative Rivera, and carried to **AWARD** 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.

Ms. Yvette Hernandez, Director of Capital Improvement Grant Funded Programs, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein and Molinar commented.

Ms. Tracey Jerome, Deputy City Manager of Quality of Life, commented.

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

NAYS: Representative Molinar

REGULAR AGENDA –PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

25. The City Clerk read an Ordinance entitled: **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**

Mr. Kevin Smith, Assistant Director of Planning and Inspections, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser, Representatives Svarzbein, Annello, Hernandez, Rodriguez and Rivera commented.

The following City Staff commented:

1. Karla Nieman, City Attorney, provided legal advice.
2. Mr. Russell Abeln, Assistant City Attorney.

The following members of the public commented:

1. Mr. Steven Kennedy, consultant
2. Mr. Bebb Francis, presented a PowerPoint presentation
3. Mr. Jimmy Bustamante
4. Ms. Terry Bustamante
5. Ms. Rita Robles
6. Mr. Chris Robles
7. Mr. Carlos Garza
8. Ms. Susan Martinez
9. Mr. Nicholas Romano
10. Ms. Beatrice Garza

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Lizarraga, and carried to **DENY** Special Permit No. PZST21-00004 at 5901 Upper Valley Road.

The El Paso City Council ("Council") has considered the information contained in the application and presented by the applicant, the concerns of the citizens near the proposed site, the availability of nearby possible commercial sites that could potentially provide the same or similar service to the area, the greater opportunity for colocation on taller towers in commercial sites, we conclude the application for permit at the proposed residentially zoned site is not consistent with the El Paso City Code ("Code"), which prefers siting cell towers in commercial districts where possible.

The application fails to conform to the requirements for Personal Wireless Service Facilities in Section 20.10.455 and fails to conform to the requirements for Special Permits in Section 20.04.320 of the Code as the request fails to follow the minimum requirements necessary to protect the public health, safety and general welfare.

The Council now makes the following findings in denying this request in order to preserve the general intent of Personal Wireless Service Facilities in Section 20.10.455 and in Section 20.04.320 Special Permits in order to protect the public health, safety, and general welfare:

- i. The property on which the facility is proposed to be installed is located at 5901 Upper Valley Road, which is in the Centre Court residential subdivision. A commercial subdivision is located approximately a half mile away to the north and

commercial subdivision is located approximately 1.6 miles away to the south from the proposed residential site.

ii. The intent of 20.10.455 of the El Paso City Code is to prefer commercially zoned locations for the placement of cell tower facilities and discourages placement in residential areas.

iii. The community has provided reasonably founded concerns requesting placement of the tower in the nearby commercially zoned location.

iv. A commercially zoned tower would allow for increased height. A higher tower in a commercial zone would provide more colocation opportunities.

v. The community has provided reasonably founded objections of the proposed tower facility used solely by Verizon Wireless, thus raising the issue of colocation.

vi. The intent of 20.10.455 of the El Paso City Code includes a preference for towers that colocate with multiple providers.

vii. Colocation provides more opportunities for improved service through more providers on a single tower.

viii. The community has questioned the need for improved service in the area, citing their current "excellent reception."

ix. The proposed site does not conform to the rural character of the neighborhood that is primarily composed of single and two story structures.

x. It is Council's opinion that Verizon Wireless has not reasonably addressed whether commercial zoning to the north and south may provide opportunities for the same or similar coverage in the general area.

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

NAYS: Representative Rodriguez

26. *Motion made, seconded, and unanimously carried to **DELETE** an Ordinance entitled: AN ORDINANCE AMENDING THE CITY OF EL PASO'S COMPREHENSIVE PLAN, "PLAN EL PASO".

27. **ORDINANCE 019208**

The City Clerk read an Ordinance entitled: **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**

Motion duly made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Molinar, 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, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

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

28.

ORDINANCE 019209

The City Clerk read an Ordinance entitled: **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.**

Ms. Armida Martinez, Senior Planner, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein, Annello and Rivera commented.

Motion duly made by Representative Annello, 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, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

REGULAR AGENDA – OTHER BUSINESS:

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

29.

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 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.

Mr. Jose Reyes, Dannenbaum Engineering Company-El Paso, LLC commented.

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **APPROVE** the Resolution.

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

NAYS: None

.....
The City Council Meeting was **RECESSED** at 10:36 a.m.

The City Council Meeting was **RECONVENED** at 12:00 p.m. in order to take Call to the Public.
.....

ADJOURN

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Motion made by Representative Rivera, seconded by Representative Lizarraga, and unanimously carried to **ADJOURN** this meeting at 12:36 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

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 8, 2019**

The City Council met at the above place and date. Meeting was called to order at 12:24 p.m. Mayor Dee Margo present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Isabel Salcido, Claudia Ordaz Perez, Henry Rivera, and Cissy Lizarraga. Sam Morgan requested to be excused.

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: The vision/goal team presentations were presented from July 8, 2019 to July 10, 2019. The following presentations were presented on July 8, 2019.

- **City Manager Overview**

Mr. Tommy Gonzalez, City Manager, provided opening remarks and along with Mr. Robert Cortinas, Chief Financial Officer presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Margo and Representatives Svarzbein and Hernandez commented on supplementary requests and sales tax options.

- **Safe and Beautiful Neighborhoods**

- Goal 2 – Public Safety
- Goal 7 – Infrastructure (Capital Improvement, Sun Metro, Streets & Maintenance)
- Goal 8 – Healthy Community (Environmental Services, Animal Services, Community Development, Public Health)

Ms. Dionne Mack, Deputy City Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Margo and Representatives Svarzbein, Annello, Hernandez, Rivera, and Lizarraga commented and posed budgetary questions related to Sun Metro bus routes,

Animal Services staffing, Police staffing, crime statistics, community development and recycling programs, and street lights and cushions.

The following City staff members responded:

1. Mr. Jay Banasiak, Sun Metro Director
2. Mr. Robert Cortinas, Chief Financial Officer
3. Ms. Nicole Cote, Office of Management and Budget Director
4. Fire Chief Mario D'Agostino
5. Assistant Police Chief Patrick Maloney
6. Assistant Police Chief Victor Zarur
7. Mr. Tommy Gonzalez, City Manager
8. Mr. Richard Bristol, Streets and Maintenance Director
9. Ms. Paula Powell, Animal Services Director
10. Ms. Ellen Smyth, Environmental Services Director

The Special City Council Meeting was **RECESSED** at 3:39 p.m.

The Special City Council Meeting was **RECONVENED** at 3:50 p.m.

- **Police Facilities and Staffing Study**
- **Fire Capital Plan**
- **Public Health Relocation Study**

Ms. Dionne Mack, Deputy City Manager, presented a 25 by 2025 PowerPoint presentation (copy on file in the City Clerk's Office).

The following City staff members commented:

1. Mr. Tommy Gonzalez, City Manager
2. Fire Chief Mario D'Agostino
3. Mr. Robert Resendes, Public Health Director
4. Ms. Laura Foster, Technical Services Architect for El Paso Water

The following consultants highlighted results from a Police Department Comprehensive Study:

1. Mr. Gilbert Morano, Senior Consultant, Prestige Consulting Services
2. Mr. Eugenio Mesta, President for Exigo Architecture
3. Ms. Marcella Attolini, Project Manager for Exigo Architecture

Mayor Margo and Representatives Svarzbein, Anello, Hernandez, Ordaz Perez, and Rivera commented and posed questions related to methodologies and factors used in the study.

- **Comprehensive Street Program Update**

Mr. Gerry DeMuro, Capital Improvement Deputy Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein, Annello, Hernandez, and Ordaz Perez commented and posed questions regarding the recommendations contained in the presentation.

The following City staff members commented:

1. Mr. Richard Bristol, Streets and Maintenance Director
2. Mr. Tommy Gonzalez, City Manager
3. Mr. Ted Marquez, Deputy City Manager
4. Mr. Robert Cortinas, Chief Financial Officer
5. Ms. Karla Nieman, City Attorney

NO ACTION was taken on this item.

.....
ADJOURN

Motion made by Representative Annello, seconded by Representative Svarzbein, and unanimously carried to **ADJOURN** this meeting at 5:41 p.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Salcido, Ordaz Perez, Rivera, and Lizarraga

NAYS: None

ABSENT: Representative Morgan

.....
APPROVED AS TO CONTENT:

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

CITY COUNCIL WORK SESSION MINUTES
July 19, 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.

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The City Council of the City Council met on the above time and date via videoconference. Meeting was called to order at 9:23 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Peter Svarzbein, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga. Aleksandra Anello joined the meeting at 11:01 a.m. Mayor Leeser temporarily left the meeting at 9:45 a.m. and returned at 10:47 a.m.

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AGENDA

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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 explained that the City's vaccination rates remained above the State and National rates with 79% of the area's population receiving a first dose and 68% being fully vaccinated. He added that hospitalizations related to COVID-19 were low and said the City will work with area schools to set up temporary sites to extent vaccinations to students age 12 and above.

2. City Attorney Overview (Karla Nieman)

- a) State Disaster Declarations**
- b) Emergency Ordinances**
- c) Additional Updates**

Ms. Karla Nieman, City Attorney, provided an update on the State Disaster Declaration by stating the Governor was expected to issue a renewal by July 31st and said the temporary suspension on the Texas Open Meetings Act would expire on September 1, 2021. She added that local emergency ordinances needed to be renewed and said the CDC had extended the eviction moratorium to July 31, 2021 therefore the related case would not be heard by the Supreme Court. Ms. Nieman stated that the restriction on land ports of entry was set to expire on July 21, 2021 and provided statistics related to the status of COVID-19

citations filed with the Municipal Courts.

3. Team Lead Report:

a) Health Focus (Hector Ocaranza, M.D.)

Dr. Hector Ocaranza, Public Health Authority, provided an update on the current pandemic situation and explained the City was in a Stage 3 status as the seven day average of new cases had doubled. He stated that 76% of new cases were attributed to unvaccinated individuals with the majority of all new cases identified as Alfa α (UK Variant). Dr. Ocaranza added that no cases of the Delta variant had been reported and said COVID-19 vaccinations were effective against the different variants.

Fire Chief Mario D'Agostino confirmed that samples of COVID-19 collections were sent to outside labs for variant testing and included testing for the Delta variant.

4. City Manager Wrap Up

Mr. Tommy Gonzalez, City Manager, closed the presentation by stating that the City was close to reaching herd immunity and reiterated that the City's vaccination rates were exceeding State averages.

Representatives Svarzbein, Molinar, and Rivera commented.

NO ACTION was taken on this item.

2.

ORDINANCE 019205

**AN EMERGENCY ORDINANCE
RE-ENACTING EMERGENCY ORDINANCE NO. 019035
EXTENDING A DISASTER DECLARATION DUE TO A
PUBLIC HEALTH EMERGENCY**

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, on March 13, 2020, the Mayor signed a Local Emergency Declaration and requested the aid of the State Government pursuant to Texas Government Code Section 418.108; and

WHEREAS, pursuant to El Paso City Code Section 2.48.020(C), a local state of disaster declaration may not be continued or renewed for a period in excess of seven days except by or with the consent of City Council; and

WHEREAS, City Charter Section 3.10 allows for the City Council to adopt an emergency ordinance to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, on March 17, 2020, the City Council adopted Emergency Ordinance No. 019035, Extending a Disaster Declaration Due to a Public Health Emergency; and

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 monthly, with the most recent re-enactment taking place on June 21, 2021; and

WHEREAS, on July 1, 2021, Governor Abbott similarly renewed the State's COVID-19 Disaster Declaration; and

WHEREAS, the number of COVID-19 active cases in El Paso is over 366; and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted to continue a Disaster Declaration; and

WHEREAS, Emergency Ordinance No. 019201 which re-enacts Emergency Ordinance No. 019035 is set to expire on July 21, 2021; and

WHEREAS, the condition necessitating a declaration of a state of disaster continues to exist.

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

1. That the state of disaster proclaimed for the City of El Paso by the Mayor on March 13, 2020, and extended by Emergency Ordinance No. 019035, is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.
2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

Motion made by Representative Annelo, seconded by Representative Rivera, and unanimously carried to **ADOPT** the Emergency Ordinance.

AYES: Representatives Svarzbein, Annelo, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizzarraga

NAYS: None

Mayor Leeser consented to the adoption of the Emergency Ordinance.

3.

ORDINANCE 019206

**AN EMERGENCY ORDINANCE
RE-ENACTING EMERGENCY ORDINANCE NO. 019036,
AS RE-ENACTED, RESTATED AND AMENDED BY EMERGENCY ORDINANCE NO.
019151; AND FURTHER RE-ENACTED AND AMENDED BY EMERGENCY ORDINANCE
NOS. 019156, 019169, 019191; PENALTY AS PROVIDED IN SECTION 8**

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, by proclamation issued on March 13, 2020, the Mayor declared a local state of disaster for the City of El Paso resulting from a public health emergency; and

WHEREAS, on March 17, 2020, the City Council, pursuant to City Charter Section 3.10, adopted Emergency Ordinance No. 019036 to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, since March 2020, City Council has re-enacted Emergency Ordinance No. 019036 monthly, with the most recent re-enactment, re-statement and amendment taking place on March 16, 2021 and with the most recent re-enactment taking place on June 21, 2021; and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted if the emergency still exists; and

WHEREAS, a disaster continues to exist and requires that certain emergency measures be taken to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, the City Council desires to re-enact Emergency Ordinance No. 019036, as re-enacted, restated and amended on March 16, 2021 through Emergency Ordinance No. 019151, as further re-enacted and amended on March 29, 2021 through Emergency Ordinance No. 019156, as further re-enacted and amended on April 26, 2021 through Emergency Ordinance No. 019169, as further re-enacted and amended on May 24, 2021 through Emergency Ordinance No. 019191, which shall remain in effect for thirty days or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

1. Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and as further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169, and 019191, penalty as provided in Section 8, is hereby re-enacted.
2. Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169, 019191, penalty as provided in Section 8, shall remain in full force and effect and continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by the City Council, whichever is sooner.
3. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor, pursuant to City Charter Section 3.10.

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADOPT** the Emergency Ordinance.

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

NAYS: None

Mayor Leeser consented to the adoption of the Emergency Ordinance.

4.

ORDINANCE 019207

**AN EMERGENCY ORDINANCE
RE-ENACTING EMERGENCY ORDINANCE NO. 019091, AS AMENDED BY EMERGENCY
ORDINANCE NO. 019119; PENALTY AS PROVIDED IN SECTION 6**

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, by proclamation issued on March 13, 2020, the Mayor declared a local state of disaster for the City of El Paso resulting from a public health emergency; and

WHEREAS, on March 17, 2020, El Paso City Council adopted Emergency Ordinance No. 019035 extending the City's Disaster Declaration due to a Public Health Emergency; and

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 monthly basis, with the most recent re-enactment taking place on January 5, 2021; and

WHEREAS, Governor Abbott has similarly renewed the State's COVID- 19 Disaster Declaration, with the most recent extension taking place on January 5, 2021; and

WHEREAS, El Paso City Charter Section 3.10 allows City Council to adopt an emergency ordinance to meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, the El Paso City Council desires to support restaurants and similar establishments in their efforts to safely operate during the COVID-19 pandemic by further facilitating outdoor service and dining opportunities; and

WHEREAS, on August 31, 2020, City Council enacted an Emergency Ordinance Instituting Emergency Measures to Allow Temporary Uses on the Public Right of Way and Private Property by Suspending Various City Ordinances ("**Emergency Ordinance No. 019091**"); and

WHEREAS, City Council has re-enacted Emergency Ordinance Re-Enacting Emergency Ordinance No. 019091, each month, with the most recent re-enaction taking place on June 21, 2021(Ord. No. 019203) ("**Re-enacting Ordinance**"); and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted if the emergency still exists; and

WHEREAS, a disaster continues to exist and requires that certain emergency measures be taken to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, the City Council desires to re-enact its August 31, 2020, Emergency Ordinance No. 019091, as amended by Emergency Ordinance No. 019119, which shall take effect immediately, and remain in effect until August 18, 2021, or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

1. That Emergency Ordinance No. 019091, is re-enacted and shall remain in full force and continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by the City Council, whichever is sooner;
2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

Motion made by Representative Molinar, seconded by Representative Annello, and unanimously carried to **ADOPT** the Emergency Ordinance.

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

NAYS: None

Mayor Leeser consented to the adoption of the Emergency Ordinance.

EXECUTIVE SESSION

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** at 10:14 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello

Motion made by Representative Hernandez, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 12:22 p.m. and **RECONVENE** the meeting of the City Council.

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

NAYS: None

EX1. Update - Application of El Paso Electric Company to Change Rates, Public Utility Commission of Texas Docket No. 52195. (21-1008-174) (551.071)

NO ACTION was taken on this item.

.....
EX2. Update - Application of El Paso Electric Company for Approval of Advanced Metering System (“AMS”) Public Utility Commission of Texas Docket No. 52040 (21-1192-001) (551.071)

NO ACTION was taken on this item.

.....
EX3. Status of Pending Negotiations for Several Economic and International Development Department Projects in the City of El Paso (20-1007-2670) (551.087) (551.071)

NO ACTION was taken on this item.

.....
EX4. Economic Incentives for an Infill Development located in the City of El Paso (21-1007-2744) (551.087)

NO ACTION was taken on this item.

.....
EX5. Economic Incentives for an Infill Development located in the City of El Paso (21-1007-2759) (551.087)

NO ACTION was taken on this item.

.....
EX6. Economic Incentives for a Manufacturing Company to be located in the City of El Paso (21-1007-2740) (551.087) (551.072) (551.071)

NO ACTION was taken on this item.

.....
ADJOURN

Motion made by Representative Rivera, seconded by Representative Annello and unanimously carried to **ADJOURN** the meeting at 12:27 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



File #: 21-839, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3

Airport, Sam Rodriguez, (915) 212-7300

AGENDA LANGUAGE:

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

This Resolution is to authorize the City Manager to sign a Southern Industrial Site Lease between the City of El Paso ("Lessor") and Franklin Motors, Inc. ("Lessee") for all of Lot 5 and a portion of Lots 1, 2, 3 and 4, Block 11, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas, municipally known and numbered as 8601 Lockheed, El Paso, Texas.

The initial lease term is twenty (20) years with two (2) ten (10) year options. The site is 172,665 square feet at \$.40 per square foot and the annual rate is \$69,066.00, an increase of \$42,734.59 annually from the expiring lease.

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Samuel Rodriguez, P.E. Aviation Director
(915) 212-7301

DISTRICT(S) AFFECTED: 3

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

SUBGOAL: N/A

SUBJECT:

This Resolution is to authorize the City Manager to sign a Southern Industrial Site Lease between the City of El Paso ("Lessor") and Franklin Motors, Inc. ("Lessee") for all of Lot 5 and a portion of Lots 1, 2, 3 and 4, Block 11, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas, municipally known and numbered as 8601 Lockheed, El Paso, Texas.

The initial lease term is twenty (20) years with two (2) ten (10) year options. The site is 172,665 square feet at \$0.40 per square foot and the annual rate is \$69,066.00, an increase of \$42,734.59 annually from the expiring lease.

BACKGROUND / DISCUSSION:

Franklin Motors, Inc. requested a new lease to replace the existing lease, which expires July 31, 2021.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue-generating item.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Aviation

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



Samuel Rodriguez, P.E.
Aviation Director

RESOLUTION

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 Franklin Motors, Inc., ("Lessee") regarding the following described property:

All of Lot 5 and a portion of Lots 1, 2, 3 and 4, Block 11, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas, containing approximately 172,665 square feet, municipally known and numbered as 8601 Lockheed, El Paso, Texas.

Dated 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:



Samuel Rodriguez, P.E.
Director of Aviation

SOUTHERN INDUSTRIAL SITE LEASE

El Paso International Airport
El Paso, Texas

FRANKLIN MOTORS, INC.

Lessee

AUGUST 3, 2021

Effective Date

SOUTHERN INDUSTRIAL SITE LEASE

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EXHIBIT "A" - Property Description & Metes and Bounds of Premises
EXHIBIT "B" – Declaration of Restrictions and Covenants

SOUTHERN INDUSTRIAL SITE LEASE

THIS LEASE AGREEMENT (“Lease”) is entered into of ___ day of _____, 2021, by and between the City of El Paso (“Lessor”) and **FRANKLIN MOTORS, INC.** (“Lessee”).

WHEREAS, Lessor owns and operates El Paso International Airport, located in the County of El Paso, State of Texas, (“Airport”), said Airport being managed by the Director of Aviation, as amended from time to time in terms of actual title (“Director”); and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the parcel of land described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out; and

WHEREAS, Lessee proposes to lease on a net basis from Lessor certain ground area and to avail itself of certain privileges, rights and uses pertaining thereto; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said ground in accordance with standards established by Lessor;

NOW THEREFORE, Lessor and Lessee agree as follows:

ARTICLE I – TERMINATION OF 1981 LEASE

1.01 Termination of 1981 Lease.

Lessor acknowledges that the 1981 Lease was terminated effective as of July 31, 2021. However, Lessee acknowledges that it retains liability for any acts or omissions of Lessee giving rise to liability under the 1981 Lease.

1.02 Uninterrupted Possession.

By signing this Lease, Lessee affirms that it has been in continuous possession and control of the Premises covered in the 1981 Lease from August 1, 1981 through the date this lease is signed.

1.03 Ownership of Improvements.

By signing this Lease, Lessee affirms that it or its sublessees own all improvements located on the Premises and that the responsibilities for said improvements as described in the 1981 Lease will survive the termination of the 1981 Lease.

ARTICLE II - PREMISES AND PRIVILEGES

2.01 Description of Premises Demised.

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the following described real property located in El Paso County, Texas:

All of Lot 5 and a portion of Lots 1, 2, 3 and 4, Block 11, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas, municipally known and numbered as 8601 Lockheed, El Paso, Texas and more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

2.02 Right to Construct.

Lessee shall have the right and privilege to construct, maintain, and remove improvements upon the Premises subject to the terms, covenants, and conditions herein contained.

2.03 Restriction of Privileges, Uses and Rights.

The rights and privileges granted Lessee hereunder are subject and expressly limited to the terms and conditions of the Declaration of Restrictions and Covenants attached hereto as Exhibit "B", and fully incorporated herein by reference (the "Declaration").

2.04 Conditions of Granting Lease.

The granting of this Lease and its acceptance by Lessee is conditioned upon the following covenants:

- A. That no functional alteration of the Premises shown on Exhibit "A" or functional change in the uses of such Premises, except as reflected in the Declaration, shall be made without the prior written consent of Lessor.
- B. That the right to use the Premises shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated by their authority and all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law and which rules, regulations and/or ordinances apply equally to all property within the Southern Industrial Site.

ARTICLE III - TERM OF LEASEHOLD

3.01 Term.

The "Term" of this Lease will be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of twenty (20) years ("Initial Term"), commencing on August 3, 2021 ("Effective Date").

3.02 Option to Extend.

If the Lessee is not in default of any terms of this Lease, Lessee shall have the option to extend this Lease ("Option Period") for two (2) additional terms of ten (10) years by notifying Lessor in writing of Lessee's election at least one hundred eighty (180) days prior to the expiration of the Current Term.

3.03 Holding Over.

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rent

of one and one-half times the current monthly rent, unless the hold over is caused by the City staff not placing a new agreement with Lessee regarding the Premises at the end of the term of the present Agreement on the City Council Agenda on a timely basis in which case the monthly rental rate in effect prior to the hold over shall continue until the new agreement is executed. Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

3.04 National Emergency.

In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of time of such suspension.

ARTICLE IV – RENT

4.01 Rent.

For the purpose of computing the rent payments, Lessor and Lessee agree that the Premises comprise 3.96 acres, or 172,665 square feet of land. The initial Rent for the Premises will be calculated on the basis of 172,665 square feet at \$0.40 per square foot per annum. The annual Rent for the first five (5) years of the Initial Term shall be \$69,066.00, or \$5,755.00 monthly. Readjustment of Rent is addressed in Section 4.04 below.

4.02 Commencement of Rent and Time of Payment.

Payment of Rent by Lessee to Lessor as aforesaid shall commence on the Effective Date of this Lease. The Rent shall be paid in twelve (12) equal monthly installments. The Rent payments shall be paid in advance on or before the first day of each and every month during the term of this Lease.

4.03 Security Deposit.

As Tenant is a pre-existing tenant of Landlord and has met its security deposit obligations under the predecessor to this Lease, no security deposit shall be necessary under this Lease.

4.04 Readjustment of Rent.

For the purpose of computing adjustments to rental payments, Lessor and Lessee agree as follows, with each adjustment effective as of the appropriate anniversary date, regardless of the date the actual adjustment is made:

- A. Rent shall be adjusted on the first of the month following each fifth (5th) anniversary of the Effective Date of this Lease thereafter during the Initial Term and any Lessee's Option Period. Lessor and Lessee agree that, except as provided for in paragraph B to this Section, percentage increases in the Consumer Price Index for all Urban Consumers (CPI-U) shall govern the rent readjustment for these anniversary dates. The parties further agree that for the purposes of computing such percentage increase during the Initial

Term, the Base Year CPI-U shall be established as that rate in place ninety (90) calendar days prior to the Effective Date of this Lease. Rent shall be adjusted pursuant to the percentage increase in the CPI-U from the Base Year CPI-U to the rate in place ninety (90) days prior to the applicable date of readjustment (i.e. the fifth (5th) anniversary date of the Effective Date of this Lease).

In the event the CPI-U is not yet published or is otherwise unavailable for the month in which this Lease is effective, the price index used will be that price index for the closest preceding month for which the price index is available. In the event that the CPI-U is no longer published by the Bureau of Labor Statistics, Department of Labor at a time when an adjustment is to be made, Lessor and Lessee agree to use the consumer price index published by the Department of Labor that replaces the CPI-U or, if no replacement is available, but a reasonably comparable consumer price index exists, to use the method set forth in paragraph B below to adjust rent.

All readjustments shall be effective as of the fifth (5th) anniversary date, without regard to the date the actual adjustment is made; provided, however, that in no event shall the readjusted Rent be less than the rate in place immediately prior to such readjustment nor more than fifteen percent (15%) more than the Rent established at the beginning of the immediately preceding five-year period.

- B. At the beginning of any Option Period of Lessee's tenancy, the Rent shall be adjusted to a rate equal to eight percent (8%) of the then fair market value of the Premises, disregarding the value of any Lessee-owned improvements located on the Premises, established as set forth in this Lease. In no event however, shall the Rent for the Option Period be less than the Rent established at the beginning of the immediately preceding five (5) year period. The Rent shall become effective as of the Option Period, regardless of the date the actual adjustment is made.
- C. **Appraisal.** The fair market value of an identified parcel ("Parcel") shall be determined by either a current appraisal (less than three years old) of a similar property ("Current Appraisal") or a new appraisal of the Parcel. It shall be at the discretion of Lessor as to whether a Current Appraisal or a new appraisal shall be used. In the event a new appraisal is preferred, Lessor will select an appraiser from its list of qualified appraisers to establish the fair market value of the Parcel, disregarding the value of any Lessee-owned improvements located on the Parcel. This appraisal or the Current Appraisal shall be known as the "First Appraisal."

Upon completion of the First Appraisal, Lessor shall notify Lessee in writing of the rental rate, which shall be calculated as described in Section 3.04B. If Lessee agrees with the First Appraisal, or does not respond to Lessor in writing within thirty (30) calendar days after receipt of the written notice as required herein, or it does not produce a Second Appraisal (as

defined below) within 60 calendar days from Lessee's notice to proceed with said Second Appraisal, the First Appraisal and its resulting rent shall be deemed to be accepted by Lessee.

If Lessee disagrees with the rental rate resulting from the First Appraisal, Lessee, within thirty (30) calendar days after receipt of said notice, shall notify Lessor in writing of Lessee's request for a qualified second appraisal ("Second Appraisal"). The second appraiser must be the next appraiser appearing on Lessor's list of qualified appraisers. The cost of the Second Appraisal shall be paid by the Lessee. The rental rate resulting from the Second Appraisal shall be calculated as described in Section 3.04B.

After the Lessee provides Lessor with the Second Appraisal, both parties have a 30 business day review period to consider same. If, by the 30th day, either the Lessor or Lessee disagrees with the rental rate resulting from the Second Appraisal, and a third appraisal ("Third Appraisal") is necessary, the Lessor and Lessee shall agree to the next appraiser appearing on the Lessor's list of qualified appraisers. The cost of the Third Appraisal shall be paid equally by the Lessor and Lessee, and the Third Appraisal shall be the final determinant of the rental rate. There shall be no further appraisals beyond the Third Appraisal, regardless of whether either the Lessor or Lessee disagrees with the rental rate resulting from the Third Appraisal.

Lessee shall pay the Rent as determined by the First Appraisal under protest until there is a final determination of the fair market value for the Parcel for which the Rent is determined. Should the final determination of the fair market value of the Parcel be a lower rate than the fair market value of the Parcel determined by the First Appraisal, Lessee's account will be credited by Lessor accordingly.

4.05 Unpaid Rent, Fees and Charges.

Any installment of Rent, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Lessor by the 20th day of the month in which payment is due, shall bear interest from the date such Rent or other amount was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law, (the lesser of said amounts being herein referred to as the "Maximum Rate.") In the event the late charge is ever deemed to be "interest" the amount of interest on past due amounts shall be automatically reduced so that the combination of said late charge and the interest on past due amounts, if any, does not exceed the Maximum Rate. Any amount collected which exceeds the Maximum Rate will be deemed credited to other amounts owed by Lessee to Lessor under this Lease, and any remaining excess after such credit shall be refunded to Lessee. It is the intent of both Lessor and Lessee to at all times comply with the applicable law regarding the maximum nonusurious amount or rate of interest which may be contracted for, charged, taken, reserved or received by Lessor.

4.06 Place of Payment.

All rent payments provided herein shall be paid to Lessor at the following address:

Accounting Division
 El Paso International Airport
 P.O. Box 971278
 El Paso, Texas 79997-1278

In lieu of payments being mailed to the above address, electronic payments may be made via any electronic payment system acceptable to Landlord.

ARTICLE V - OBLIGATIONS OF LESSOR

5.01 Quiet Enjoyment.

Lessor agrees that upon Lessee's paying rent and performing all of the covenants, conditions, and agreements set forth in this Lease, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises. Lessor has no knowledge, nor any reason to believe, that there is any legal impediment to its full right to enter into this Lease and perform its obligations hereunder.

ARTICLE VI - OBLIGATIONS OF LESSEE

6.01 Net Lease.

This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth in Article IV above and elsewhere in this Lease Agreement. Lessee shall:

- A. Keep and maintain the Premises and improvements located thereon in a good state of repair at all times;
- B. Pay any and all taxes assessed against the Premises, improvements located on the Premises, Lessee's interest in the Premises and improvements, and all of Lessee's personal property located on the Premises; and
- C. Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

6.02 Condition of Premises.

Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon relying on its own inspection and judgment. Lessor has not made any warranties expressed or implied with regard to the condition of the Premises or improvements or their suitability for a particular use. Lessee accepts the Premises "As Is", with all faults, relying on Lessee's own inspection and judgment and not in reliance on any representations of Lessor. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

6.03 Compliance with Laws.

Lessee, at Lessee's expense, agrees that it will construct, operate and maintain improvements on the Premises in accordance with the Declaration and in accordance with all 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 Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any improvements thereon. In addition, Lessee agrees, if required, it will remove all improvements, in accordance with all 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 Lessor or Lessee, with respect to the use, occupation or alteration of the Premises.

Lessee, at Lessee's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990 and any other 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, which relate to the use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Lessee shall, at Lessee's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's use, operation, occupation or alteration of the Premises including any improvements thereon.

A. Definitions.

- (1) "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
- (2) "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
- (3) "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

- (1) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its sublessees, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law. Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its officers, directors, employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon caused by the act or omission of Lessee, its sublessees, agents, employees, contractors, licensees or invitees. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water to the extent required under Environmental Laws. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work to the extent required by any federal, state or local governmental agency or political subdivision having authority to enforce Environmental Laws because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.
- (2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Lessee results in any contamination of the Premises or any improvements thereon, or any surrounding property, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon or the surrounding property to the

condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon or the surrounding property; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon or the surrounding property.

- (3) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon or on surrounding property to comply with applicable Environmental Laws, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination of the Premises or the improvements thereon or the surrounding property.
- (4) Lessee shall immediately notify Lessor promptly after Lessee becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
- (5) Lessee shall insert the provisions of this Section 5.03 in any lease, agreement, license, or contract by which it grants a right or privilege to any person, firm or corporation under this Lease, but only with respect to those leases, agreements, licenses or contracts executed after the Effective Date of this Lease.

C. Fuel Storage Tanks. Fuel storage tanks are not allowed on the Premises.

Lessee's failure or the failure of its agents, employees, contractors, licensees, invitees, or a third party to comply with any of the requirements and obligations of this section shall constitute a material default of this Lease and shall permit Lessor to pursue the remedies as set forth in Article X hereinbelow, in addition to all other rights and remedies provided by law or otherwise provided in the Lease, to which Lessor may resort cumulatively.

D. Reporting.

- (1) At any time that Lessee submits any filing or response pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the FAA, the EPA or the TCEQ, or any successor agencies, Lessee shall provide duplicate copies to Lessor of such filing(s) or response(s) with any related documents at the time same are made.
- (2) Upon expiration, termination or cessation of this Lease for any reason, Lessee shall provide to Lessor a Phase I Environmental Site Assessment meeting ASTM standards of the Premises ("Lessee's Report"); and if, in the opinion of Lessor, if Lessee's Report indicates that the Premises is in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with applicable Environmental Laws.

6.04 Minimum Improvement Standard.

Lessee covenants and agrees that facilities constructed on the Premises, exclusive of paving and landscaping, shall cover a minimum of twenty percent (20%) of the Premises' land area, and a maximum of fifty percent (50%) of the Premises' land area. In the event such improvements are partially or totally destroyed by fire or other casualty, Lessee shall have the absolute right to restore or rebuild such improvements to the same size as existed prior to the casualty.

6.05 Lessor's Approval of Plans.

Lessor's approval of any plans, specifications and working drawings for Lessee's construction or alterations of improvements or any plans, specifications and working drawings for Lessee's removal of improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the Department of Aviation is only one of numerous departments of the Lessor and that, in addition to obtaining approval of the Director, Lessee shall be required to obtain the approval of other City departments. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to the Director one (1) complete set of the Final Plans as approved by the governmental agencies exercising jurisdiction thereover, and copies of all issued permits. Upon completion of construction, Lessee shall deliver to Director a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer or architect licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

6.06 Landscaping and Maintenance of Improvements.

Lessee shall landscape the Premises and keep the improvements on the Premises in a good state of repair and condition and in a presentable condition comparable in appearance and character to similar improvements in Southern Industrial Site. The exterior finish on the improvements shall be repainted and refinished as reasonably necessary to maintain the appearance of such improvements to a standard comparable to similar improvements in Southern Industrial Park. Notwithstanding anything to the contrary in the Declaration, Lessor agrees that attractive, low water usage

landscaping is a desirable goal and agrees to consider and approve appropriate low water usage landscaping plans as a part of the architectural review process.

Lessor shall be the sole judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform reasonable maintenance Lessor reasonably deems necessary in order to cause the exterior finish to be in a condition comparable to similar improvements in Southern Industrial Park. If said maintenance is not commenced by Lessee within forty-five (45) days after receipt of written notice, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Lessee.

6.07 Utilities.

Lessee shall pay for all costs or charges for utility services furnished to Lessee during the term hereof. Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense.

6.08 Trash, Garbage, and Other Refuse.

Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of its use and occupancy of the Premises. Lessee shall provide and use suitable covered commercial type receptacles for all such garbage, trash and other refuse, and will maintain these receptacles, screened from view of adjoining properties or public streets in an attractive, safe, and sanitary manner. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Premises, shall not be permitted.

6.09 Permitted Uses.

Lessee will not enter into any business activity on the Premises other than those permitted in the Declaration.

6.10 Penalties Assessed by Federal Agencies.

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against Lessor or the Airport for any violation, including but not limited to any security violation, as a result of or related to any act or failure to act on the part of Lessee, its sublessees, agents, employees contractors, licensees or invitees, Lessee shall reimburse Lessor in the amount of the civil penalty assessed. Failure to reimburse Lessor within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

ARTICLE VII - INSURANCE AND INDEMNIFICATION

7.01 Insurance.

Prior to the execution of this Agreement, Lessee shall obtain, provide proof of, and shall maintain for the term of this Agreement, the types and amounts of insurance coverage listed below, in amounts as reasonably set from time to time by the Director, but not less than:

Comprehensive General Liability Insurance in amounts not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence,

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence,

One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence, and

One Million Dollars (\$1,000,000.00) for Comprehensive Pollution Damage arising out of each occurrence, which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims,

or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

7.02 Additional Insured.

Lessor shall be named as an Additional Insured on all insurance policies either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

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 Lessor or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Commercial General Liability and Property Damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the City's Risk Manager.

7.03 Fire and Other Risks Insurance.

Lessee, at its sole cost and expense, shall throughout the term of this Lease, keep or cause to be kept all improvements now or hereafter located upon the Premises insured for the mutual benefit of Lessor and Lessee against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundation, but without deduction for depreciation (hereinafter called "Full Insurable Value"). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreement of the Parties, an appraisal of the Premises and improvements thereon shall be made by an appraiser selected by Lessee and reasonably acceptable to Lessor to determine the Full Insurable Value, as defined in this Section, and the resulting determination shall be conclusive between the parties for the purpose of this Section. Should the appraiser Lessee selected be unsatisfactory to Lessor, the carrier of the insurance then in force shall be requested to determine the

Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Lessee, unless the value claimed by Lessee is confirmed through such an appraisal, in which case the Lessor shall reimburse the Lessee for the cost of such appraisal.

7.04 Payment and Performance Bonds.

Prior to commencement of any construction work on the Premises the total cost of which will exceed Fifty Thousand Dollars (\$50,000.00), Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. Prior to the date of commencement of any construction, a contract surety bond in a sum equal to the full amount of the construction contract awarded.

Said bond shall guarantee the faithful performance of all necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely the work described as herein provided.

- B. Prior to the date of commencement of any construction, a payment bond with Lessee's contractor or contractors as principal in a sum equal to the full amount of the construction contract project.

Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said construction project.

In accordance with Article 35.03.004 of the Texas Insurance Code, if a Performance or Payment bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion and approved by the City Attorney, in an amount equal to the full amount of the construction contract awarded. Such Letter of Credit shall be issued by a national banking association, shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the construction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the construction contract awarded or (ii) complete construction of the improvement contemplated by the construction contract.

7.05 Authorized Insurance and Surety Companies.

All required policies of insurance and bonds shall be written by insurance and surety companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Lessor at least ten (10) calendar days prior to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

- A. a statement of the coverage provided by the policy;
- B. a statement certifying the Lessor to be listed as an additional insured in the policy;
- C. a statement of the period during which the policy is in effect;
- D. a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and
- E. an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor.

7.06 INDEMNIFICATION.

LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LESSOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR.

ARTICLE VIII - DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY

8.01 Obligations of Lessee.

During the term hereof, except as provided in Section 7.03 below, should the improvements constructed by Lessee upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and Lessee, at its own cost and

expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and improvements existing immediately prior to such time. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid and subject to and in accordance with the following terms and conditions:

- A. Prior to commencing such work, Lessee shall deliver to Lessor a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Declaration. In the event the preliminary plans and specifications are disapproved, Lessee will be so notified and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.
- B. Upon approval of the preliminary plans and specifications, as herein provided, Lessee shall prepare, or cause to be prepared, final working plans and specifications in substantial conformity to the preliminary plans and specifications. Upon completion of the final working plans and specifications, Lessee shall submit the same to appropriate governmental agencies for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to Lessor one complete set of the final working plans and specifications as approved by the governmental agencies exercising jurisdiction thereover and copies of all issued permits for the Premises. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom or if they are made to comply with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.
- C. Prior to commencing construction, Lessor may require Lessee to furnish a performance and payment bond in accordance with Section 6.04 and, if requested, Builder's Risk Insurance.
- D. Upon compliance with the foregoing, Lessee's obligation to repair, replace or rebuild shall be subject to settlement occurring with the insurance company or companies and said proceeds of such insurance policy or policies having been paid to Lessee. After actual receipt of such insurance proceeds, Lessee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.
- E. Upon completion of the construction, Lessee shall deliver to Lessor, a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

8.02 Insurance Proceeds.

Upon receipt by Lessee of the proceeds of the insurance policy or policies, Lessee shall disburse such proceeds during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Lessee shall pay any additional sums required, and if the amount of such

insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Lessee.

8.03 Cancellation of Lease.

Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty during the last five (5) years of the initial term or last five (5) years of any renewal term of this Lease, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and Lessee shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Lessor, unless Lessor has elected to have the Premises returned to it clear of all improvements in accordance with Section 10.06 hereinbelow, in which case Lessee shall be entitled to such insurance proceeds. All rents payable under this Lease shall be prorated and paid to the date of such cancellation. The receipt of insurance proceeds by Lessor will relieve Lessee from any responsibility to restore the Premises to their former condition.

ARTICLE IX - CONDEMNATION

9.01 Definitions.

The following definitions apply in construing the provisions of this Lease relating to the taking of or damage to all or any part of the Premises, or improvements thereon, or any interest in them by eminent domain or condemnation:

- A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are pending. The taking shall be considered to take place the date actual physical possession is taken by the condemning authority.
- B. "Total Taking" means the taking of the fee title to all of the Premises and improvements thereon.
- C. "Substantial Taking" means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:
 1. The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Lessee;
 2. The conduct of Lessee's business on the Premises would be substantially prevented or impaired;
 3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available

for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Lessee under this Lease.

- D. "Partial Taking" means the taking of a fee title that is not either a Total or Substantial Taking.
- E. "Improvements" includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.
- F. "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a written notice of intent to take containing a description or map reasonably defining the extent of the Taking.
- G. "Award" means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.
- H. "Date of Taking" means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

9.02 Notice of Condemnation.

The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

- A. Notice of Intended Taking;
- B. Service of any legal process relating to condemnation of the Premises or improvements; or
- C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

9.03 Rights of Parties during Condemnation Proceeding.

Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a Taking or Intended Taking and to make full proof of its claims. No agreement, settlement, sale or transfer to or with the condemning authorities shall be made without the consent of all parties. Each party agrees to execute and deliver to any other party hereto any

instrument that may be required to facilitate the provisions of this Lease relating to the condemnation.

9.04 Taking of Leasehold.

Upon a Total Taking, Lessee's obligation to pay Rent and other charges hereunder shall terminate on the Date of Taking, but Lessee's interest in the leasehold shall continue until the Taking is completed by deed, contract or final order of condemnation. If the Taking is a Substantial Taking under the aforementioned definition, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives notice of the Intended Taking, elect to treat the Taking as a Total Taking. If Lessee does not so notify Lessor, the Taking shall be deemed a Partial Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Rent payable hereunder by Lessee shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

9.05 Total Taking.

All of Lessee's obligations under the Lease shall terminate as of the Date of Taking. Upon a Total Taking, all sums awarded for any Lessee-owned improvements and the leasehold estate shall be disbursed to Lessee. All sums awarded for the Premises, as unencumbered by any Lessee-owned improvements, but subject to the Lease, shall be disbursed to Lessor.

9.06 Partial Taking.

Upon a Partial Taking, all Awards shall be disbursed as follows:

- A. To the cost of restoring the improvements on the Premises; and
- B. The balance, if any, to Lessor and Lessee as follows: Lessee shall receive all sums awarded for Lessee-owned improvements and the Leasehold estate. Lessor shall receive all sums awarded for the Premises, as unencumbered by the Lessee-owned improvements but subject to the Lease.

9.07 Obligations of Lessee under Partial Taking.

Promptly after any such Partial Taking, Lessee, at its expense, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a Partial Taking in the last two (2) years of the initial term or any renewal term, Lessee shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Lessor of its intention to that effect; provided however, that all sums awarded for Lessee owned improvements and the Leasehold estate shall be disbursed to Lessor.

9.08 Taking of Temporary Use of Premises and Improvements.

Upon any Taking of the temporary use of all or any part or parts of the Premises or improvements, or both, for a period of any estate less than a fee ending on or before the expiration date of the term, neither the term nor the rent shall be reduced or affected in any way and Lessee shall be entitled to any award for the use or estate taken. If a result of the Taking is to necessitate expenditures for

changes, repairs, alterations, modifications or reconstruction of the improvements to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased, after the termination of such Taking, Lessee shall receive, hold and disburse the Award in trust for such work. At the completion of the work and the discharge of the Premises and improvements from all liens or claims arising therefrom, Lessee shall be entitled to any surplus and shall be liable for any deficiency.

If any such Taking is for a period extending beyond the expiration date of the term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

ARTICLE X - ENCUMBRANCES

10.01 Encumbrance.

As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiaries under deeds of trust, whether one or more. Lessee may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

- A. The amount of the obligation secured by the Mortgage;
- B. The date of the maturity or maturities thereof; and
- C. The name and mailing address of the Mortgagee.

After receipt of such notice, Lessor shall serve such Mortgagee by certified mail at the latest address furnished by such Mortgagee a copy of every notice of default or demand served by Lessor upon Lessee under the terms and provisions of this Lease so long as such Mortgage is in effect.

10.02 Mortgagee's Rights.

Upon receipt of a notice or demand in accordance with Section 9.01 above, Mortgagee shall have one hundred and twenty (120) days after receipt of such notice within which, at Mortgagee's election, either:

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;
- C. If the default cannot be cured within one hundred and twenty (120) days, to commence performance within such one hundred twenty (120) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.

- E. No notice of a default by Lessee hereunder given by Lessor shall be effective against a Mortgagee that has provided Lessor the information specified in Section 9.01 of this Lease unless Lessor has given a copy of it to such Mortgagee.
- F. No Mortgagee shall have any personal liability under this Lease unless and until it becomes Lessee under this Lease.
- G. The Director will, upon request by any Mortgagee, certify in writing that this Lease is in full force and effect, whether this Lease has been amended, that to Lessor's knowledge Lessee is not in default, and the date through which rent has been paid.
- H. If this Lease and the fee estate in the Premises are ever commonly held as a result of a default by Lessee, then they shall remain separate and distinct estates and shall not merge until such time as all cure periods for Mortgagee specified in this Lease have expired.
- I. This Lease may not be amended, modified, changed, cancelled, waived, or terminated without prior written notice to all Mortgagees. Lessor shall not accept a voluntary surrender of the Lease without consent by all Mortgagees.

10.03 Rights on Foreclosure.

In the event of foreclosure by Mortgagee, the purchaser at the foreclosure sale or the person acquiring Lessee's interest in lieu of foreclosure shall succeed to all of Lessee's rights, interests, duties and obligations under this Lease.

ARTICLE XI - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

11.01 Expiration.

This Lease shall expire at the end of the term or any extension thereof.

11.02 Cancellation.

Subject to the provisions of Article IX above, this Lease shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property and such petition is not dismissed within ninety (90) days after filing;
- C. Make any general assignment for the benefit of creditors;

- D. Abandon the Premises;
- E. Be in violation of any local, state, or federal rules and/or regulations or in default in the performance of any of the covenants and conditions required herein (except payments) to be kept and performed by Lessee, and such violation or default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within ninety (90) days after the appointment of such receiver.

In any of the aforesaid events, which shall be events of default, Lessor may take immediate possession of the Premises including any and all improvements thereon and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of Lessor to declare this Lease canceled upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

11.03 Repossessing and Reletting.

In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Lease, and for such time as provided herein, Lessor may at once thereafter, or at any time subsequent during the existence of such breach or default:

- A. Enter into and upon the Premises or any part thereof and repossess the same, change the locks on the Premises, install fences and gates, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee);; and
- B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the

terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

11.04 Assignment and Transfer.

Lessee shall have the right and privilege to assign or transfer this Lease subject to the prior written approval of Lessor, which shall not be unreasonably withheld; provided, however, that Lessor's approval shall not be required in the event of an assignment of this Lease by Lessee to the first leasehold Mortgagee.

Any person or entity to which this Lease is assigned to pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

11.05 Subleasing.

Lessee shall have the right to sublease all or any part of the Premises hereunder for the same purposes permitted under the terms and provisions of this Lease, including but not limited to the insurance and indemnity requirements. Any such sublease executed after the effective date of this Lease shall be subject to the same conditions, obligations and terms as set forth herein and Lessee shall be responsible for the observance by its sublessees of the terms and covenants contained in this Lease. Upon reasonable request, Lessee shall provide a list of its sublessees and the sublessees contact information and shall provide to Landlord updated information whenever said sublessees information changes.

11.06 Rights Upon Expiration.

At the expiration of this Lease, Lessee shall return the Premises to Lessor clear of all improvements above and below ground level and to have the soil compacted to Lessor's specifications, with no subterranean uses.

Within one hundred twenty (120) days prior to the expiration of this Lease and prior to removing any improvements from the Premises, Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. A contract surety bond in a sum equal to the full amount for the removal of improvements and the compaction of the soil.

Said bond shall guarantee the faithful performance of necessary construction and completion of removal of the improvements and compaction in accordance with approved final plans and detailed specifications which have been approved by the Director and appropriate City departments; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely the work described as herein provided.

- B. A payment bond with Lessee's contractor or contractors as principal, in a sum equal to the full amount of the removal and compaction contract awarded.

Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said removal and compaction contract.

In accordance with Article 3503.004 of the Texas Insurance Code, if a performance bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion, and subject to approval by the City Attorney, in an amount equal to the full amount of the removal and compaction contract awarded. Such Letter of Credit shall be issued by a national banking association shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the removal and compaction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the removal contract awarded or (ii) complete removal of the improvements contemplated by the removal and compaction contract.

In addition, upon expiration of this Lease for any reason and no later than thirty (30) days after the complete removal of improvements, Lessee, shall provide Lessor with an engineering report on the compaction of the Premises and the Lessee's Report as identified in Paragraph 5.03D of this Lease and if, in the opinion of Lessor, the engineering report on compaction indicates the soil has not been compacted in accordance with approved plans or if Lessee's Report indicates that the Premises are in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with approved plans and applicable Environmental Laws.

Lessee shall have one hundred and eighty (180) days after expiration in which to remove such improvements and compact the soil, at its sole cost and expense; provided that any occupancy by Lessee for the purposes of removing the improvements and compacting the soil and for completing the Lessee's Report and any required remediation of the Premises shall be subject to the rent due hereunder and provided further that Lessee shall continue to be bound by the terms and conditions of this Lease. Lessee and Lessor agree that this continued tenancy will not be continued as an extension or renewal of the lease term for other than the aforementioned one hundred eighty (180) days.

If Lessee fails to remove said improvements and compact the soil, to provide the required engineering report or an environmental assessment or to complete any required remediation of the Premises, Lessor may elect to perform the identified requirements and Lessee shall promptly reimburse Lessor for all its costs upon written notice from Lessor.

11.07 Landlord's Lien.

It is expressly agreed that in the event of default in the payment of Rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Lessee which are placed in, or become a part of, the Premises, as security for Rent due and to become due for the remainder of the Lease term, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's personal property placed in or on the Premises for purposes of this contractual lien. Provided, however, that the terms of this provision shall have effect only to the extent they are not inconsistent with the rules and regulations of the Interstate Commerce Commission and any other laws pertaining thereto and the Railroad Commission of the State of Texas. Lessor agrees that Lessor will not levy a landlord's lien against any delivery vehicle or rolling stock or any of the goods or personal property of third parties in the possession of Lessee, any sublessee or any assignee of Lessee. In the event Lessor exercises the option to terminate the leasehold as provided herein, Lessor, after providing reasonable notice to Lessee of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of time and place of any public sale or of the time after that any private sale is to be made, for cash or credit, for such prices and terms as Lessor deems best. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

ARTICLE XII - GENERAL PROVISIONS

12.01 Continuity of Deed Restrictions and Covenants.

This Lease agreement is subject to the terms, covenants and conditions contained in the Declaration. Lessor reserves the right to revise the standards set forth in Exhibit "B" provided, however, that such revisions will not cause a substantial reduction in the value of Lessee's leasehold interest, result in a material cost or expense to Lessee, or be contradictory to the reasonable and prudent operation of property located within Southern Industrial Site similar to the Premises. Lessor's right to revise the restrictions and covenants contained in the Declaration, is limited to the right to revise said document because of the development of new concepts or improved construction and architectural techniques and, in any event, such revisions shall be operative on a going forward basis only and shall not apply retroactively to any existing improvements.

12.02 Right of Flight.

Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from or operation on the Airport.

Lessor reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Premises to take any action it deems necessary to prevent the

construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations.

Lessor reserves for itself, its successors and assigns the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises which would constitute an airport hazard.

12.03 Time Is of the Essence.

Time is and shall be deemed of the essence in respect to the performance of each provision of this Lease.

12.04 Notices.

All notices provided to be given under this Lease shall be given by a) expedited delivery service with proof of delivery, or b) United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the proper party at the following addresses:

LESSOR:	City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890	Director of Aviation El Paso International Airport 6701 Convair Rd. El Paso, Texas 79925-1091
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LESSEE: Franklin Motors, Inc.
Attn: James F. Scherr, President
109 N. Oregon, 12th Floor
El Paso, Texas 79901

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

12.05 Attorney's Fees.

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

12.06 Agreement Made in Texas.

The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Lease. Venue shall be in the courts in El Paso County, Texas.

12.07 General Civil Rights Provision.

Lessee agrees to 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 disability be excluded from participating in any activity conducted with or benefiting from Federal

assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

12.08 Compliance with Nondiscrimination Requirements.

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 12.08 hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor (for purposes of this Section 12.08 hereinafter referred to as the "sponsor") or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor

complies; and/or

- b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.09 Affirmative Action.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Lessee assures that it will require that its covered sub- organizations (sublessees) provide assurances to Lessor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub- organizations (sublessees) to the same effect.

12.10 FAA Order 1400.11.

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

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

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Landlord will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix C]

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

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Landlord will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix D]

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the

programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).

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

12.11 Cumulative Rights and Remedies.

All rights and remedies of Lessor and Lessee here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by either party of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

12.12 Interpretation.

Lessor and Lessee agree that this Lease has been freely negotiated by both parties and that any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conclusion. There shall be no inference, presumption, or conclusion drawn whatsoever against other party by virtue of that party having drafted this Lease or any portion thereof.

Words of gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

12.13 Agreement Made in Writing.

This Lease contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

12.14 Paragraph Headings.

The Table of Contents of this Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

12.15 Severability.

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

12.16 Successors and Assigns.

All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successors, assigns, legal representatives, heirs, executors and administrators.

12.17 Taxes and Other Charges.

Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Lessee or Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the Term of this Lease including any extensions granted thereto. By March 1 of each year of this Lease and at no charge to Lessor, Lessee will provide written proof satisfactory to the Director that all taxes and governmental charges of any kind as described herein have been paid in full.

Lessor is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Lessee's use of the property or possession of the Premises.

Lessee in good faith may contest any tax or governmental charge, provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to Lessor, such action will not adversely affect any right or interest of Lessor.

12.18 Waiver of Warranty of Suitability.

LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES AS IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE NOR SHALL

LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONDITION OF THE PREMISES WHICH SHALL SOLELY BE THE RESPONSIBILITY OF LESSEE.

12.19 Survival of Certain Provisions.

All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 5.03 and 6.06.

12.20 Restrictions and Reservations.

This Lease is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. Lessor reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

Lessor reserves for itself and any authorized agent to, at any reasonable time and with 24-hour notice, enter upon and inspect the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of structures thereon are in compliance with all the Environmental Laws and for the purpose of showing the Premises; Lessor shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

12.21 Subordination of Lease.

All rights granted in this Lease shall be subordinate to the rights in any deed from the United States to the City of El Paso. This Lease shall further be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises, Lessee may cancel this Lease in its entirety. Should Lessee cancel its lease pursuant to this paragraph, it can pursue any remedies available to it under the Section VIII of this Lease.

12.22 Authorization To Enter Lease.

If Lessee signs this Lease as a corporation, each of the persons executing this Lease on behalf of Lessee warrants to Lessor that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the State of Texas, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these representations.

12.23 Effective Date/Memorandum.

Regardless of the date signed, this Lease shall be effective as of the date indicated in the Term section of this Lease. Simultaneously with the full execution and delivery of this Lease, Lessor and

Lessee shall execute and acknowledge a memorandum of this Lease in form and substance reasonably acceptable to Lessor and Lessee. Lessee shall provide to Lessor a copy of the memorandum filed of record in the Real Property Records for El Paso County, Texas.

(Signature begin on following page)



METES AND BOUNDS DESCRIPTION
(8601 LOCKHEED DRIVE)

A 3.9638 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as all of Lot 5 and a portion of Lots 1, 2, 3 and 4, Block 11, El Paso International Airport Tracts Unit 8 Replat A, as filed in Volume 56, Page 54 El Paso County Plat Records and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a City of El Paso monument found at the right-of-way centerline intersection of Postal Place (70 feet wide) and Boeing Drive (68 feet wide); **WHENCE**, a City of El Paso monument found along the centerline of said Boeing Drive and the monument line of Hawkins Boulevard (variable width) bears North 84°17'30" East (North 81°10'07" East~record), a distance of 760.05 feet (760.00 feet ~ record); **THENCE**, following the centerline of said Boeing Drive, North 84°17'30" East(North 81°10'07" East~record), a distance of 142.53 feet; **THENCE**, leaving the centerline of said Boeing Drive, South 05°42'30" East, a distance of 34.00 feet to a 5/8-inch rebar found on the south right-of-way line of said Boeing Drive for the northwest corner of said Lot 5 and the **POINT OF BEGINNING** of the parcel herein described, identical to the northeast corner of Lot 4, Block 11, El Paso International Airport Tracts Unit 8 Replat A;

THENCE, following the south right-of-way line of said Boeing Drive, North 84°17'30" East (North 81°10'07" East~record), a distance of 110.00 feet to a chiseled "X" set on concrete for a point of curvature;

THENCE, continuing along the south right-of-way line of said Boeing Drive along the arc of a curve to the right having a radius of 20.00 feet, a central angle of 90°00'00", an arc length of 31.42 feet and whose long chord bears South 50°42'30" East (South 53°49'53" East~record), a distance of 28.28 feet to a chiseled "V" set in concrete on the west right-of-way line of Lockheed Drive (68 feet wide) for a point of tangency;

THENCE, following the west right-of-way line of said Lockheed Drive, South 05°42'30" East (South 08°49'53" East~record), a distance of 361.00 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set for a point of curvature;

THENCE, continuing along the west right-of-way line of said Lockheed Drive along the arc of a curve to the right having a radius of 30.00 feet , a central angle of 90°00'00", an arc length of 47.12 feet and whose long chord bears South 39°17'30" West (South 36°10'07" West~record), a distance of 42.43 feet to a 5/8-inch rebar found on the north right-of-way line of Lockheed Drive (54 feet wide) for a point of tangency;

THENCE, following the north right-of-way line of said Lockheed Drive, South 84°17'30" West (South 81°10'07" West~record), a distance of 600.00 feet to a 1/2-inch rebar found for a point of curvature;

THENCE, continuing along the north right-of-way line of said Lockheed Drive along the arc of a curve to the right having a radius of 20.00 feet, a central angle of 90°00'00", an arc length of 31.42 feet and whose long chord bears North 50°42'30" West (North 53°49'53" East~record), a distance of 28.28 feet to a 1/2-inch rebar found on the east right-of-way line of Maca Place (68 feet wide) for a point of tangency;

THENCE, following the east right-of-way line of said Maca Place, North 05°42'30" West (North 08°49'53" West~record), a distance of 210.00 feet to a chiseled "V" found in concrete for the northwest corner of the parcel herein described;

THENCE, leaving the east right-of-way line of said Maca Place, North 84°17'30" East (North 81°10'07" East~record), a distance of 520.00 feet to a chiseled "X" set in concrete on the boundary line common to said Lots 4 and 5 for an angle point of the parcel herein described;

THENCE, following the boundary line common to said Lots 4 and 5, North 05°42'30" West (North 08°49'53" West~record), a distance of 181.00 feet to the **POINT OF BEGINNING**.

Said parcel containing 3.9638 acres (172,665.2 square feet), more or less and being subject to easements, restrictions and covenants of record.

Aaron Alvarado, TX R. P. L. S. No. 6223

Date: April 21, 2021

05100-111-8601 LOCKHEED LEASE DESC-REV20210421





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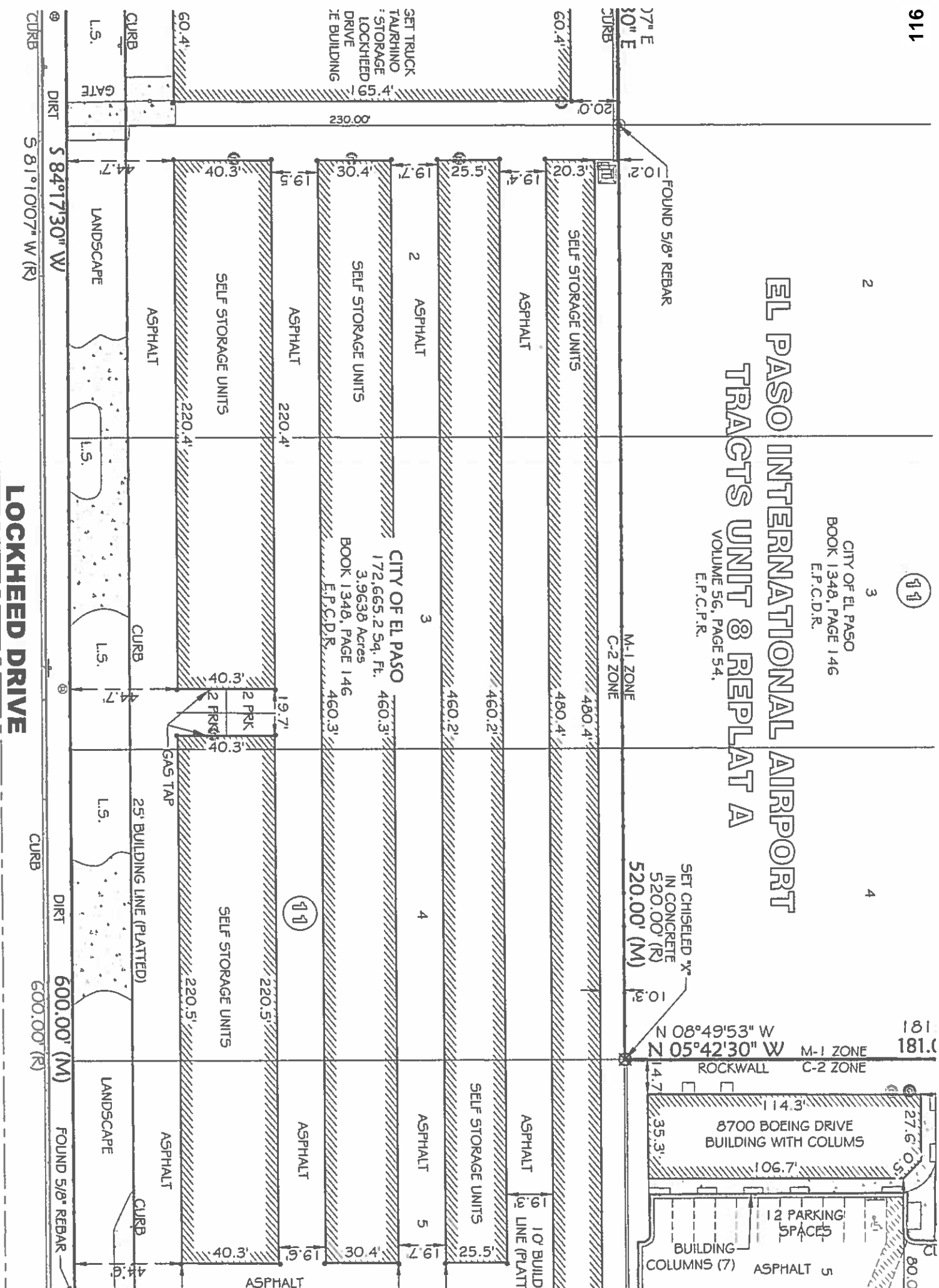
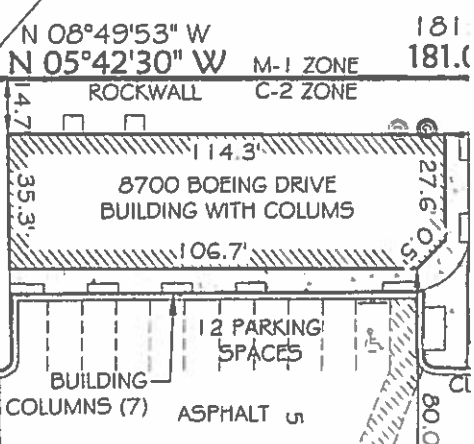
CITY OF EL PASO
BOOK 134B, PAGE 146
E.P.C.D.R.

EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 8 REPLAT A

VOLUME 56, PAGE 54,
E.P.C.P.R.

M-1 ZONE
C-2 ZONE

SET CHISELED 'X'
IN CONCRETE
520.00' (R)
520.00' (M)



DECLARATION OF DEED RESTRICTIONS AND COVENANTS

INDUSTRIAL ZONES

Blocks 1-B, 1-C, 2-A, 2-B, 2-C, 3, 5, 7, 8, 9, 10, 11, 12, 13 and 14

El Paso International Airport

El Paso, Texas

DECLARATION OF DEED RESTRICTIONS AND COVENANTS
INDUSTRIAL ZONES

Blocks 1-B, 1-C, 2-A, 2-B, 2-C, 3, 5, 7, 8, 9, 10, 11, 12, 13 and 14

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DECLARATION OF DEED RESTRICTIONS AND COVENANTS
INDUSTRIAL ZONES

Blocks 1-B, 1-C, 2-A, 2-B, 2-C, 3, 5, 7, 8, 9, 10, 11, 12, 13 and 14

El Paso International Airport
El Paso, Texas

THIS DECLARATION, made this 21st day of January
19 65, by the City of El Paso, a political subdivision of the State
of Texas, hereinafter called "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of El Paso International
Airport, located in the City of El Paso, State of Texas, herinafter
referred to as "Airport", and,

WHEREAS, Declarant has established a general overall Develop-
ment Plan for the development of said Airport, as set forth in the
report "Preliminary Development Plans, El Paso International Airport
General Aviation and Industrial Facilities" issued by Smith and
Cremans Associates and Wilsey, Ham, and Blair, October, 1960, and,

WHEREAS, Delcarant has included in said overall Development
Plan certain parcels of land for the establishment of a desirable
industrial environment for certain manufacturing, business, or
industrial uses, and,

WHEREAS, Delcarant desires to subject the development of said
lots to certain conditions, restrictions, and covenants in order to
insure the development of a desirable environment for said activi-
ties, and to insure that said development will be compatible with

adjacent land uses on the Airport by performance, appearance, and general operating characteristics.

NOW, THEREFORE, the City of El Paso hereby declares that the property more particularly described hereafter is and shall be held and conveyed subject to the conditions, restrictions and covenants hereinafter set forth, each and all of which are for the benefit of each tenant of any portion of said property and each and all of which shall apply to and bind the respective successors in interest of said property and any portion thereof, as follows:

ARTICLE I

PROPERTY

The real property subject to this Declaration is situated on the El Paso International Airport, and is more particularly described as follows: El Paso International Airport Tracts, Blocks 1-B, 2-A, 2-B, 2-C, 3, 5, 7, 8, 9, 10, 11, 12, 13 and 14.

ARTICLE II

DEFINITIONS

Wherever used in the Declaration, the following terms shall have the following meanings:

A. "Building" shall include both the main portion of such building and all projections or extensions therefrom including garages, outside platforms, and docks, carport, canopies and porches. Ground cover shall not be included.

B. "Lot" shall mean one of the numbered parcels on the map entitled "El Paso International Airport Tracts" as filed with the County Clerk, County of El Paso, Texas.

C. "Building Site" shall mean the entire lot or lots (if contiguous) leased by one tenant.

D. "Street" shall mean any street, highway, or other thoroughfare shown on the map entitled "El Paso International Airport Tracts" as filed with the County Clerk, County of El Paso, Texas.

E. "Setback" shall mean the distance a building must be set back from the property line of the parcel.

F. "Front Lot Line" shall mean the property line which faces the street; on corner parcels the "front lot line" shall mean the property line which is the width dimension of the parcel.

G. "Rear Lot Line" shall be the property line usually parallel to the front lot line and contiguous to another parcel of property.

H. "City" shall mean the City of El Paso, Texas, its duly elected Council, or any duly constituted agent/committee appointed through said Council to fulfill the obligations herein required.

ARTICLE II

PERMITTED USES

No building, structure, or land shall be used for any purpose other than the following, or any combination thereof, and such uses shall satisfy the standards set forth in Article IV and Article V:

- A. Block 3, Lots 1 and 2 and Block 3, Lots 9 through 15:
- (1) Administrative, professional, or government offices.
 - (2) Scientific or research laboratories, including incidental pilot plants in connection therewith.
- B. Block 1-B, Lots 1 through 4; Block 1-C; Block 2-A; Block 2-B; Block 2-C, Lots 1 through 5 and Lot 10; and Block 5, Lots 1 through 10:

- (1) Administrative, professional, or government offices.
- (2) Scientific or research laboratories, including incidental pilot plants in connection therewith.
- (3) Wholesaling.
- (4) Warehousing.
- (5) Distribution of products and merchandise, but not including retail sales of consumer goods such as are usually sold to the general public.
- (6) Processing and compounding of materials.
- (7) Fabricating and assembling of products.
- (8) Servicing, maintaining, and storage for car/truck rental and leasing fleet.
- (9) Accessory uses directly related to the principal use on the site, including but not limited to:
 - (a) Facilities for the furnishing of meals and the sale of refreshments and personal convenience items solely to employees of the tenants of an individual site and the guest and management thereof; provided that such facilities shall be located completely within a building on said site, with no external evidence thereof, including any signs relating thereto.
 - (b) Motor Pools, including service station facilities used for services of on-premises motor pools, but not including public sales or service.

- (c) Business signs shall be permitted for the purpose of identification in accordance with provisions of Article IV, Paragraph H.
 - (d) Outdoor storage facilities may be permitted as an auxiliary or accessory use when screened from abutting public thoroughfares and other properties by masonry so erected as to screen stored materials from view at any point not more than six (6) feet above ground level at the property line.
- C. Block 2-C, Lots 6 through 9; Block 7; Block 8; Block 9; Block 10; Block 11; Block 12; Block 13; Block 14:
- (1) All uses permitted in Paragraphs A and B of this Article.
 - (2) Certain commercial uses which will perform a necessary and desirable service for all tenants in the Light Industrial Zone of the Airport, including but not limited to:
 - (a) Banking institutions;
 - (b) Engineering, reproduction, and art supply firms;
 - (c) Reproduction facilities; and any other use which, in the judgment of the City, will contribute to the effective operation of all industrial tenants, their employees, and invitees. Such uses shall be governed by all performance, architectural, and building standards as herein

set forth, and shall in all ways be compatible with the intent of the plans for development of land uses on the Airport.

D. Block 3, Lots 3 through 8:

- (1) All uses permitted in Paragraph A of this Article.
- (2) All commercial uses permitted in Paragraph C, (2) of this Article.

ARTICLE IV

PERFORMANCE STANDARDS

No land or structure shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions which may affect any other property, including but not limited to:

fire and explosive hazard
 noise, vibration, or shock
 smoke, dust, odor or other forms of air pollution
 heat
 glare
 electrical or other disturbance
 liquid or solid refuse or wastes
 other substance, condition, or element in such amount as to affect the surrounding area or adjoining premises

A. FIRE AND EXPLOSIVE HAZARD. No activity shall be undertaken involving fire or explosive hazard which shall endanger the property, improvements, or employees of any other property owner or tenant.

B. NOISE. At no point on any property line shall the sound pressure level of any individual plant or operation (other than the operation of motor vehicles, aircraft, or other transportation facilities) exceed the decibel levels in the designated octave bands shown below:

<u>Octave Band Cycles Per Second</u>	Maximum Permitted Sound Level in Decibels RE 0.0002 <u>dynes/cm²</u>
0 - 300	75
300 - 1200	55
1200 - 4800	45
4800 and above	40

C. VIBRATION OR SHOCK. No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.

D. AIR POLLUTION.

- (1) Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant shall be conducted within a completely enclosed building.
- (2) Visible emissions of smoke will not be permitted which exceed Ringlemann No. 1 on the Ringlemann Chart of the U. S. Bureau of Mines other than the exhausts emitted by motor vehicles or other transportation facilities. This requirement shall also be applicable to the disposal of trash and waste materials. Windborne dust, sprays, and mists originating in plants will not be permitted.
- (3) No plant or operation shall discharge into the atmosphere toxic or noxious matter.
- (4) The emission of odors which are detectable at any point beyond the property line of any plant will not be permitted.

E. DUST CONTROL. All ground areas not covered by structures shall be landscaped and surfaced with concrete, asphaltic concrete, asphalt oil or other comparable dust-free surfacing; shall be maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded. Such development shall be accomplished before issuance of a certificate of occupancy.

F. HEAT OR GLARE. Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such manner that the glare or heat emitted will not be discernible from the property line.

G. ILLUMINATION

- (1) The source of illumination of any kind within the property shall not be visible at the property line except for normal installation of standard interior lighting fixtures within buildings.
- (2) The maximum height of any lighting standard shall be limited to thirty (30) feet above curb level.
- (3) The intensity of illumination shall be limited to 10-foot candles or 0.1 lumens per square foot for open areas or surfaces visible at the property line.
- (4) The design and location of exterior lighting shall comply in all respects to the requirements of the Federal Aviation Administration or any successor agencies and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from, and around the Airport.

H. SIGNS. The following regulations shall apply to all signs displayed for observation from outside a building whether displayed on, near, or within a building:

- (1) Permitted Signs: Signs on the Airport shall be limited to those identifying the uses conducted on the site, to those necessary for directional purposes, and to those required to advertise the rental of the specific property on which the sign is displayed. The size, design, and location of all signs shall require the written approval of the City or its authorized agent prior to installation. Outdoor advertising, billboards, or flashing lighting shall not be permitted.
- (2) Area and Location: One sign may be permitted on the front setback line of each leasehold and one sign may be attached to the side of the building which faces a public street, both to state only the name, products, and services of the tenant. The sign on the front setback line shall not exceed one (1) square foot area for each lineal foot of lot frontage and shall not extend more than ten (10) feet in height above the floor line of the building. An approved product or company symbol or device may be used in addition to each sign and, on the front setback line, may extend up to any point on the building. Any such symbol or device shall be considered a sign for the purposes of this Article and

shall require the written approval of the City prior to installation.

(3) Construction: All signs shall comply with all building codes of the City of El Paso and with all rules and regulations of the Federal Aviation Administration or any successor agencies.

I. REFUSE AND TRASH. No refuse or trash shall be kept, stored, or allowed to accumulate on any parcel.

J. SEWAGE DISPOSAL SYSTEMS. No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained, or used upon any parcel without the approval of the City of El Paso.

ARTICLE V

DEVELOPMENT OF SITE--REQUIRED IMPROVEMENTS

A. OFFSTREET PARKING. All provisions for automobile parking for employees, visitors and invitees of the tenant shall be placed on the lot(s) leased. No parking whatsoever shall be permitted on the streets.

All Parking areas shall be paved to provide dust-free, all-weather surfaces.

Offstreet parking facilities shall be provided in accordance with The City of El Paso Offstreet Parking Ordinance No. 1653 and any amendments or successor ordinances thereto.

Parking shall not be permitted in front setback areas or in side setback areas facing the street, except that visitor parking may be provided in front setbacks and side setbacks facing the street if such parking is screened from the street by approved trees or shrubbery or such other screening as may be approved by the City or its authorized agent.

Each parking space shall be designated by white lines painted upon the paved surface.

B. VEHICLE LOADING. All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on the lot(s) leased; onstreet vehicle loading shall not be permitted. Vehicle loading shall be permitted only at the rear of buildings, or on a side; except that such loading performed at a side shall be screened from front street visibility by approved trees and shrubbery.

C. SETBACKS. All buildings shall be set back a minimum of twenty-five (25) feet from the lot line(s) facing the street; the area between the lot line(s) and the setback shall be landscaped. If visitor parking is provided in the front setback, all buildings shall be set back a minimum of fifty (50) feet from the lot line.

At least twenty percent (20%) of the required minimum front setback area and side setback areas facing the street shall be landscaped and planted.

Side setbacks (not facing the street) shall be a minimum of fifteen (15) feet, and fifty percent (50%) of the required minimum setback shall be landscaped and planted.

Rear setbacks shall be ten (10) feet from the lot line or utility easement line, except that buildings on sites abutting railroad spurs may have loading docks extending to the rear property line, provided such construction does not interfere with utility services.

D. LANDSCAPING. A reasonable amount of landscaping, including the planting of ground-covers, shrubs and trees, shall be required,

such landscaping to be in accordance with standards established herein. The first phase of such landscaping, as approved, shall be installed within a period not to exceed one hundred eighty (180) days after the notice of completion has been filed on the initial building.

Setback areas shall be landscaped to the minimum extent outlined in Paragraph C, above. In addition, paving or landscaping to be compatible with treatment for this area on other lots on the same Block.

All trees shall be limited to a height of thirty-five (35) feet above the curb line.

Desert planting, defined as native desert plant set in a ground cover of boulders, pebbles, and/or sand, shall not comprise more than twenty percent (20%) of any given setback area planting program.

Tenants are encouraged to expand landscape development plans to include such elements as pools, fountains, sculpture, rock arrangements, sheltered outdoor seating areas, all subject to design approval before installation by the City or its representative consultants.

All landscape development shall be guided by, and shall conform to the approved Master Landscape Plan dated April 7, 1964, as amplified and detailed in these addenda.

Where specific plants are named on the plan, only those species and varieties may be planted on the locations shown. These are within public areas only.

Within setback areas fronting on streets labeled "Fine Textured Plants," planting must be selected from the following list:

TREES:

Albizzia julibrissin
Cupressus arizonica
Juniperus scopulorum
Pinus halepensis
Elaeagnus angustifolia
Chilopsis linearis
Prosopis glandulosa
Parkinsonia aculeata
Punica granatum
Juniperus chinensis
Thuja orientalis
Gleditsia triacanthos inermis
Pinus pinea
Cupressus sempervirens glauca
Pinus nigra

LOW PLANTING:

Cotoneaster adpressa
Cotoneaster horizontalis
Juniperus varieties
Lavandula officinalis
Punica chico
Santolina chamaecyparissus
Yucca filamentosa
Gelsemium sempervirens
Liriope sp.
Rosamarinus prostrate varieties

SHRUBS:

Cortaderia selloana
Juniperus varieties
Thuja varieties
Caesalpinia quilliesi
Cotoneaster pannosa and p. nana
Pouquieria splendens
Leucophyllum frutescens
Spartium junceum
Tamarix sp.
Ruxus japonica
Dasylirion texanum
Punica granatum nana
Rosmarinus officinalis

VINES:

Gelsemium

Within setback areas fronting on streets labeled "Medium Textured Plants," planting must be selected from the following list:

TREES:

Praxinus velutina
Lagerstroemia indica
Ulmus parvifolia
Carya illinoensis
Ulmus pumila
Malus in variety
Prunus cerasifera varieties
Prunus persica
Zizyphus jujuba
Melia azedarach
Koelreuteria paniculata

SHRUBS:

Ligustrum sp.
Vitex sp.
Sambucus glauca
Hibiscus syriacus
Lonicera sp.
Rosa multiflora and others
Xylosma japonica
Chaenomeles lagenaria
Cotoneaster parneyi
Elaeagnus fruitlandi
Euonymus japonicus
Forsythia intermedia

LOW PLANTING:

Chaenomeles japonica
Convolvulus cneorum
Plumbago capensis
Salvia coccinea
Euonymus fortunei
Lonicera sp.
Teucrium chamaedrys
Vinca major
Ajuga reptans

Jasminum. hymile
Nandina domestica
Pyracantha in variety
Raphiolepis sp.
Spiraea van houltei
Abelia grandiflora
Jasminum floridum
Jasminum nudiflorum
Robinia hispida
Ternstroemia japonica

VINES:

Campsis radicans
Lonicera
Parthenocissus lowi
Rosa varieties
Trachelospermum asiaticum
Wisteria sp.
Polygonum auberti

Within setback areas fronting on streets labeled "Course Textured Plants," planting must be selected from the following list:

TREES:

Morus sriblingi
Maclura pomifera
Photinia serrulata
Ailanthus altissima
Magnolia grandiflora
Phoenix canariensis
Washingtonia robusta
Ficus carica

SHRUBS:

Buddleia in variety
Eriobotrya japonica
Nerium oleander
Philadelphus virginialis
Pittosporum tobira
Viburnum sp.
Aucuba japonica in variety
Hex cornuta rotunda

LOW PLANTING:

Hedera helix

VINES:

Parthenocissus quinquefolia
Parthenocissus tricuspidata

E. BUILDING HEIGHTS. Building heights shall be limited to a maximum of thirty-five (35) feet above the curb line, including any building equipment, penthouse, extrusions, etc.

F. SITE COVERAGE.

(1) Block 3, Lots 1 and 2 and Lots 9 through 15: All buildings and structures, or portions thereof, placed on the lot(s) shall not cover more than forty percent (40%) of the total lot area.

- (2) Block 1-B, Lots 1 through 4; Block 1-C, Block 2-A; Block 2-B; Block 2-C; Block 5; Block 7; Block 8; Block 9; Block 10; Block 11; Block 12; Block 13; Block 14: All buildings and structures, or portions thereof, placed on the lot(s) shall not cover more than fifty percent (50%) of the total lot area.

G. TYPE OF CONSTRUCTION. All buildings shall be framed with reinforced concrete or masonry, structural steel, structural aluminum, or wood which has been satisfactorily treated to resist fire, rot, and insects. Siding shall be masonry, glass, enameled steel, or treated wood. Common masonry and treated wood siding shall be kept neatly painted, if used.

All buildings shall conform to all local building codes and ordinances.

H. STORAGE FACILITIES. All storage, except of autos, shall be within buildings or an enclosure as outlined in Article III, Paragraph B, 8, (d).

I. PIPES. No water pipe, gas pipe, sewer pipe or drainage pipe (other than those within structures) shall be installed or maintained upon any parcel above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes.

ARTICLE VI

PREPARATION AND SUBMISSION OF PLANS FOR IMPROVEMENTS

A. GENERAL. All plans for improvements shall be prepared by registered engineers and architects, shall be of contemporary design, and shall require prior written approval by the City or its authorized agent before any construction can take place.

Upon the execution of a lease for building site, the City and the tenant shall jointly determine a reasonable period of time in which final plans and specifications shall be submitted, such period to be set forth in writing by the City.

The following plans shall be required for submission to the City within the time period determined:

- (1) A plot plan at a scale not smaller than one (1) inch equals one hundred (100) feet showing the relationship of the proposed improvements to the lot(s) demised and to the improvements on adjacent lots, utilities and access thereto, curbs, walks, driveways, parking areas, etc.
- (2) Floor plans at a scale not smaller than one-sixteenth (1/16) inch equals one (1) foot.
- (3) Ground cover plans, including landscaping.
- (4) A true architectural rendering of the proposed buildings, including the proposed exterior color scheme, style, materials, and design and placement of signs.
- (5) Any other plans, specifications, or design features which the City or its authorized agent may deem necessary and request.

B. FORM AND CONTENT OF PLANS. The City may promulgate rules governing the form and content of plans to be submitted for its approval and may issue statements of its policy with respect to approval or disapproval of architectural styles, details, or other matters pertaining to the plans.

Such rule and such statement of policy may be amended or revoked by the City at any time; and no inclusion in, omission from, or amendment of any such rule shall be deemed to bind the City to its approval or to waive the exercise of the City's discretion as to any such matter.

C. CODES AND REGULATIONS. All improvements shall be planned and constructed in accordance with rules and regulations prescribed by the City or its authorized agent; with the laws and ordinances of the City of El Paso; with applicable building codes, and in compliance with the rules and regulations of the Federal Aviation Administration or any successor agencies, where applicable.

D. APPROVAL OF PLANS. Approval of plans and specifications shall be at the sole discretion of the City, such approval not to be arbitrarily or unreasonably withheld. If the City or its authorized agent fails to approve or disapprove such plans and specifications within thirty (30) days after submission thereof, this shall serve as authorized approval of said plans and specifications as submitted.

Approval of said plans and specifications may be withheld because of:

- (1) Failure to comply with any of these restrictions.
- (2) Failure to include such information as may be reasonably requested.
- (3) Reasonable objection to the design and appearance of the proposed structure.
- (4) Failure to conform with existing structures upon other parcels.

- (5) The disapproval of the location, grading plan, color scheme, finish, design, proportions, style or architecture, height, or appropriateness of the proposed structure or because of any other matter which, in the judgment of the City, would render the proposed structure inharmonious with the general plan for improvement of the Airport.

Approval of any plans or specifications for use on any one parcel shall not be deemed a waiver of the City's right, in its discretion, to disapprove the same plans or specifications if such plans or specifications are subsequently submitted for approval for use on any other parcel or parcels.

E. COMMITMENT TO CONSTRUCT. Upon approval by the City of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the City and a copy of such plans bearing the written approval of the City shall be returned to the owner of the parcel upon which such structure is or will be placed.

Approval of these plans by the City shall constitute a commitment on the part of the tenant to erect and maintain the improvements as proposed and approved and within a reasonable time period, such period to be determined jointly by the City and the tenant and to be set forth in writing by the City.

F. CONSTRUCTION WITHIN TIME SPECIFIED. Any approved construction shall be prosecuted diligently in accordance with the approved plans and specifications and shall be completed within the time

period specified. failure to complete such work in the time speci-fied shall cause such approval to be automatically withdrawn unless the City grants written extension of such approval. After such automatic withdrawal of approval, the tenant will be considered in default of its Lease for such property and the City may terminate such Lease in accordance with the provisions set forth in that document.

G. LANDSCAPING PLANS. Trees, shrubs, fences, hedges or other landscaping shall not be planted, placed, or maintained upon any parcel until a complete plan thereof has been submitted to and approved by the City in a manner similar to that required for architectural plans.

All plans for landscape improvements shall be prepared by registered or approved landscape architects. Approval shall be by the City or its representative consultants.

H. PLANS FOR ALTERATIONS IN IMPROVEMENTS. All plans for alterations to the leased lot(s), either for the construction of additional facilities or alterations to existing buildings, shall be prepared, submitted, and approved as outlined in paragraphs A through G above, and shall be subject to the same restrictions as herein provided. This paragraph shall apply only to exterior or structural changes; alterations to the interior of buildings shall not be considered unless they affect the performance standards set forth in Article IV.

I. CONSTRUCTION WITHOUT APPROVAL. If any structure shall be altered, erected, placed, or maintained upon any parcel other than in accordance with plans and specifications approved by the City, such alterations, erections, and maintenance shall be deemed to

have been undertaken without the approval required herein. This restriction shall be applicable to landscaping plans as well as architectural plans.

In the event of such construction without approval, the tenant will be considered in default of the Lease for such property and the City may terminate the Lease in accordance with the provisions set forth in that document.

J. FEE FOR EXAMINATION OF PLANS AND SPECIFICATIONS. The City may charge and collect a fee of not more than Two Hundred Fifty Dollars (\$250.00) for the examination of any plans and specifications submitted for approval pursuant to this Article. Such fee shall be payable at the time such plans and specifications are submitted.

The amount of such fee shall not exceed the actual cost to the City of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

K. RIGHT OF ENTRY AND INSPECTION. Any authorized agent of the City, at any reasonable time and without notice, may enter upon and inspect any parcel for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither the City nor such authorized agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VII

GENERAL PROVISIONS

A. CUTTING AND FILLING. The City or any authorized agent thereof may at any time make such cuts and fills upon any parcel or

other part of said property and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the streets in or adjacent to any property and to drain surface waters therefrom; provided, however, that after the principal structure upon a parcel shall have been completed in accordance with approved plans, the rights of the City under this paragraph shall terminate with respect to such parcel, except that the City shall thereafter have the right to maintain existing streets and drainage structures.

HOUSEKEEPING. If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a parcel more than ten (10) days after a request in writing from the City to have them removed, the City or its authorized agent may enter upon any parcel for the purpose of removing same by whatever means it deems necessary. Such entry shall not be deemed a trespass and the City shall not be subject to any liability therefor. The cost of such work shall be borne by the tenant.

C. MAINTENANCE OF LANDSCAPING. If landscaping areas are not maintained in accordance with the standards prescribed by the City and the condition is not corrected within ten (10) days after written notice from the City, the City or its authorized agent shall have the right to enter on any of the lot(s) leased and plant or replant such areas, without being deemed guilty of trespass. The costs therefor, as determined by the City, shall be paid by the tenant.

D. USE PERMITS. Such use and occupancy permits as may be required by the Building Code of the City of El Paso shall be maintained in force at all times by each tenant.

IN WITNESS WHEREOF, THE CITY OF EL PASO, The Mayor, has caused
its name to be hereunto subscribed this 15th day of May
1979.

CITY OF EL PASO, TEXAS

Ray Salazar
Mayor

ATTEST:

W. R. ...
City Clerk



File #: 21-854, 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

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

This item is a Resolution to authorize the City Manager, or designee, to sign a Lessor's Approval of Assignment by and between the City of El Paso, Computer Labs, Inc., and Salvation 47, LLC for the following described property: A portion of Lot 4 and a portion of Lot 5, Block 6, Butterfield Trail Industrial Park Unit One, Replat "A", El Paso International Airport, City of El Paso, El Paso County, Texas, and commonly known as 3 Butterfield Trail, El Paso Texas.

The lease term is forty (40) years with one (1) year and seven (7) months remaining plus one (1) ten (10) year option. The site is 131,999 square feet (115,691 square feet at \$0.1728/square foot/year and 16,308 square feet at \$0.1439/square foot/year) which equals to \$22,339.80 annually or \$1,861.65 per month. The initial term of the lease agreement expires February 28, 2023.

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Samuel Rodriguez, P.E. Aviation Director
(915) 212-7301

DISTRICT(S) AFFECTED: 2

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

SUBGOAL: N/A

SUBJECT:

This item is a Resolution to authorize the City Manager, or designee, to sign a Lessor's Approval of Assignment by and between the City of El Paso, Computer Labs, Inc., and Salvation 47, LLC for the following described property: A portion of Lot 4 and a portion of Lot 5, Block 6, Butterfield Trail Industrial Park Unit One, Replat "A", El Paso International Airport, City of El Paso, El Paso County, Texas, and commonly known as 3 Butterfield Trail, El Paso Texas.

The lease term is forty (40) years with two (1) year and seven (7) months remaining plus one (1) ten (10) year option. The site is 131,999 square feet (115,691 square feet at \$0.1728/square foot/year and 16,308 square feet at \$0.1439/square foot/year) which equals to \$22,339.80 annually or \$1,861.65 per month. The initial term of the lease agreement expires February 28, 2023.

BACKGROUND / DISCUSSION:

The Department of Aviation requests the approval of this Lessor's Approval of Assignment to allow Computer Labs, Inc. to assign the ground lease to Salvation 47, LLC, as they are purchasing the building at 3 Butterfield Trail.

PRIOR COUNCIL ACTION:

- March 1, 1983 – Butterfield Trail Industrial Park Lease between City Of El Paso and Kasco Ventures Butterfield 4.
- August 1, 2004 - Lessor's Approval of Assignment to Computer Labs, Inc.

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue-generating item.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Aviation

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



Samuel Rodriguez, P.E., Aviation Director

Revised 04/09/2021

RESOLUTION

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

That the City Manager, or designee, is authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso, Computer Labs, Inc., and Salvation 47, LLC for the following described property:

A portion of Lot 4 and a portion of Lot 5, Block 6, Butterfield Trail Industrial Park Unit One, Replat "A", El Paso International Airport City of El Paso, El Paso County, Texas, and commonly known as 3 Butterfield Trail, El Paso, Texas.

Dated this ____ day of _____ 2021.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

STATE OF TEXAS §
 § LESSOR'S APPROVAL OF ASSIGNMENT
 COUNTY OF EL PASO §

WHEREAS, the City of El Paso (“**Lessor**”) entered into a Butterfield Trail Industrial Park Lease dated March 1, 1983 (“**Lease**”) between the Lessor and Kasco Venture Butterfield 4, as amended by that certain First Amendment to Lease dated February 21, 1984; and by that certain Second Amendment to Lease dated May 8, 1984; and by that certain Third Amendment to Lease dated July 31, 1984; subsequently assigned to Kasco Ventures, Inc. consented to on April 14, 1986; subsequent possession effective July 2, 1991 was pursuant Article IX, Section 9.03 of the Lease, by Teachers Insurance and Annuity Association of America and assigned December 15, 1998 to TIAA Realty, Inc. and assigned on June 15, 2004 to W2001 TBT Real Estate Limited Partnership; and assigned August 1, 2004 to Computer Labs, Inc. (the “**Assignor**”):

WHEREAS, the Lease pertains to the following described property:

A portion of Lot 4 and a portion of Lot 5, Block 6, Butterfield Trail Industrial Park, Unite One, Replat A, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas, commonly known as 3 Butterfield, El Paso, Texas, (“**Property**”);

WHEREAS, Assignor has requested the Lessor’s approval and consent to an assignment of the Lease to Salvation 47, LLC.

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

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease from Assignor to Salvation 47, LLC. (“**Assignee**”), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under the terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agrees to accept and abide by all the terms, covenants, and conditions of the Lease.

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

2. **PROOF OF INSURANCE AND INDEMNIFICATION.** Assignee has provided a certificate of insurance to evidence compliance with the insurance requirements of the Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.

3. **RELEASE.** Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease and Lessor and Assignee each hereby acknowledges that, as of the effective date of the assignment, Assignee enjoys all such rights and privileges and is responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.
4. **SECURITY DEPOSIT.** No Security Deposit is required as a condition to this Approval.
5. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.
6. **ADDRESS FOR NOTICE.** Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNOR: Computer Labs, Inc.
1462 A Lionel Dr.
El Paso, Texas 79936

ASSIGNEE: Salvation 47, LLC
2630 Montana Ave.
El Paso, Texas 79903
Attn: Marius Ruja
7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
8. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
9. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be the date this document is approved by the El Paso City Council.
10. **COUNTERPARTS.** This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.


(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

APPROVED THIS ____ day of _____, 2021.

LESSOR: CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

LESSOR'S ACKNOWLEDGEMENT

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** (Lessor).

Notary Public, State of Texas

My Commission Expires:

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

ASSIGNOR: COMPUTER LABS, INC.

By: 
Print Name: Ruben Lopez
Title: President

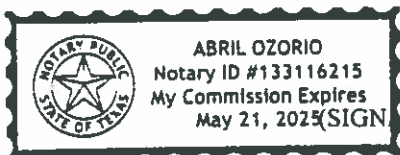
ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Texas)
)
COUNTY OF El Paso)

This instrument was acknowledged before me on this 23 day of July, 2021,
by Ruben Lopez, President of Computer Labs, Inc.
on behalf of said corporation (Assignor).

My Commission Expires: May 21, 2025

Notary Public, State of Texas



SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

ASSIGNEE: SALVATION 47, LLC

By: [Signature]
Print Name: Marius Ruja
Title: Pres.

ASSIGNOR'S ACKNOWLEDGEMENT

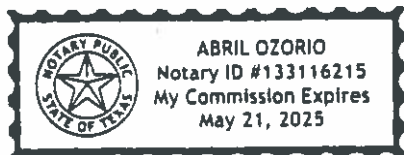
THE STATE OF Texas)
COUNTY OF El Paso)

This instrument was acknowledged before me on this day of July 23, 2021, by Marius Ruja, President of Salvation 47, LLC, on behalf of said entity (Assignee).

Abil Ozorio
Notary Public, State of Texas

My Commission Expires:

May 21, 2025





File #: 21-861, 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

Fire, Chief Mario D'Agostino, (915) 212-5610

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: 2.3 - Increase Public Safety and Operational Efficiency.

That the Purchasing & Strategic Sourcing Director is authorized to notify FirstWatch Solutions, Inc. dba FirstWatch that the City is terminating Contract 2019-1319 FirstWatch Annual Support & Maintenance for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of August 3, 2021.

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Chief Mario D'Agostino, Fire Department, 915-212-5610
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase Public Safety and Operational Efficiency

SUBJECT:

That the Purchasing & Strategic Sourcing Director is authorized to notify FirstWatch Solutions, Inc. dba FirstWatch that the City is terminating Contract 2019-1319 FirstWatch Annual Support & Maintenance for convenience, pursuant to the provisions and requirements of the purchase order terms and conditions, and that the termination shall be effective as of August 3, 2021.

BACKGROUND / DISCUSSION:

Services provided by FirstWatch are no longer needed by the City of El Paso Fire Department.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On August 20, 2019, City Council approved the award of contract 2019-1319 to FirstWatch Solutions, Inc. dba for a three (3) year term for a total amount of \$60,314.46.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Fire Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Chief Mario D'Agostino, Fire Department

**COUNCIL PROJECT FORM
(Termination)**

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

Please place the following item on the **CONSENT** agenda for the Council Meeting of **AUGUST 3, 2021**.

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

The linkage to the Strategic Plan is subsection: 2.3 – Increase Public Safety and Operational Efficiency.

That the Purchasing & Strategic Sourcing Director is authorized to notify FirstWatch Solutions, Inc. dba FirstWatch that the City is terminating Contract 2019-1319 FirstWatch Annual Support & Maintenance for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of August 3, 2021.

RESOLUTION

WHEREAS, on August 20, 2019, the City of El Paso (“City”) awarded Contract No. 2019-1319 FirstWatch Annual Support & Maintenance (“Contract”) to the following (“Vendor”):

- 1. FirstWatch Solutions, Inc. dba FirstWatch

WHEREAS, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions (Termination for Convenience) the City is authorized to terminate the Contract for convenience; and

WHEREAS, the City desires to terminate the Contract for convenience.

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

That the Purchasing & Strategic Sourcing Director is authorized to notify Vendor that the City is terminating Contract 2019-1319 FirstWatch Annual Support & Maintenance for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of August 3, 2021.

APPROVED this _____ day of _____ 2021.

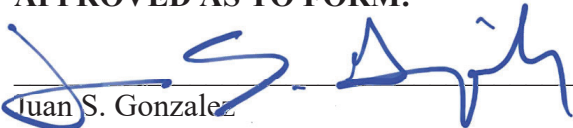
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Bruce D. Collins, Director
Purchasing and Strategic Sourcing

APPROVED AS TO CONTENT:



Chief Mario D'Agostino
Fire Department



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-822, 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, 3, 4, 6 and 8

Environmental Services, Ellen Smyth, (915) 212-6060

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: August 3, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Managing Director (915) 212-6000

DISTRICT(S) AFFECTED: 2, 3, 4, 6, 8

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

SUBGOAL:

SUBJECT:

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

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

ATTACHMENT A
SOLID WASTE LIENS

August 3rd, 2021

Address	Owner of Record	Amount	District
136 WHITNEY WAY	GUZMAN, JORGE & TERESA	\$333.50	6
3209 HICKMAN ST	ASCENCIO, YESIKA	\$339.78	3
152 WHITNEY WAY	CONTRERAS, MANUEL	\$344.65	6
10536 GOODMAN ST	AMEER, JEANETTE W.	\$424.21	4
C489-999-0060-3000	ZUNIGA, PEDRO R.	\$369.01	8
112 CERES PL	RAMIREZ, BALTAZAR G & MENA GIOVANNA L G	\$471.84	6
187 RIO RD	MANRIQUEZ, ELIZABETH	\$343.03	8
4114 LA LUZ AVE	MARIN, MARIA E.	\$679.68	2
8304 MOUNT EVEREST DR	LOPEZ, JOVITA M.	\$346.27	2
10910 DUKE SNIDER CIR	TRIEN, JOHN	\$346.27	4
8303 SOLAR PL	JACKSON, BRITANI M.	\$496.20	2

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ZUNIGA, PEDRO 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:

0 Radford St, more particularly described as N 62.50 FT OF 10 TO 13 (6250 SQ FT), Block 6, CHULA VISTA Subdivision, City of El Paso, El Paso County, Texas, PID #C489-999-0060-3000

to be \$369.01, 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 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-NINE AND 01/100 DOLLARS (\$369.01) 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, RAMIREZ, BALTAZAR G & MENA GIOVANNA L 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:

112 Ceres Pl, more particularly described as Lot 53(21050 SQ FT),
NORTH VALUMBROSA Subdivision, City of El Paso, El Paso
County, Texas, PID #N515-999-0010-5900

to be \$471.84, 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 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 FOUR HUNDRED SEVENTY ONE AND 84/100 DOLLARS (\$471.84) 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:



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

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

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

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

136 Whitney Way, more particularly described as Lot 4, PULLIAM
Subdivision, City of El Paso, El Paso County, Texas, PID #P947-
999-0010-3100

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 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 THIRTY-THREE AND 50/100 DOLLARS** (\$333.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2021.


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:



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, 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:

152 Whitney Way, more particularly described as Lot 7 (EXC SE PT)(14390.46 SQ FT), PULLIAM Subdivision, City of El Paso, El Paso County, Texas, PID #P947-999-0010-6100

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.

PASSED AND APPROVED this _____ day of _____, 2021.

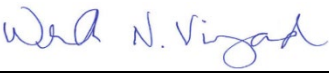
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
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, MANRIQUEZ, ELIZABETH, 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:

187 Rio Rd., more particularly described as Lot 26 (4558 sq ft),
Block 1, SALAS Subdivision, City of El Paso, El Paso County,
Texas, PID #S048-999-0010-6700

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 11th 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-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.

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wendi 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, ASCENCIO, YESIKA, 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:

3209 Hickman St., more particularly described as Lots 10 & N 8.63
FT OF 9 (8571.15 SQ FT), Block 114, PEBBLE HILLS #14
Subdivision, City of El Paso, El Paso County, Texas, PID #P654-
999-1140-1900

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 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 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.

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 Vineyard
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, MARIN, MARIA 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:

4114 La Luz Ave, more particularly described as Lots 24 & 25 (7000 SQ FT), Block 47, GOVERNMENT HILL Subdivision, City of El Paso, El Paso County, Texas, PID #G569-999-0470-6400

to be \$679.68, 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 SIX HUNDRED SEVENTY NINE AND 68/100 DOLLARS (\$679.68) 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 Vineyard
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, JACKSON, BRITANI 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:

8303 Solar Pl., more particularly described as Lot 235 (9825 SQ FT), Block 14, PARK FOOTHILLS Subdivision, City of El Paso, El Paso County, Texas, PID #P324-999-0140-6100

to be \$496.20, 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 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 NINETY-SIX AND 20/100 DOLLARS (\$496.20) 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.

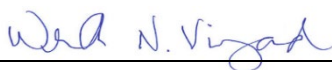
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth, P.L., 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, LOPEZ, JOVITA 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:

8304 Mount Everest Dr, more particularly described as Lot 20,
Block 12, Mountain View Subdivision, City of El Paso, El Paso
County, Texas, PID #M851-999-0120-7700

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 29th 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.

PASSED AND APPROVED this _____ day of _____, 2020.

CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Wendi N. Vineyard

Wendi Vineyard
Assistant City Attorney

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 _____, 2020,
by Dee Margo, 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, AMEER, JEANETTE W, 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:

10536 Goodman St., more particularly described as Lot 10 (6300 SQ FT), Block 10, TEMPLE HILLS Subdivision, City of El Paso, El Paso County, Texas, PID #T116-999-0100-1900

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 14th 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 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.

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

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

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

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

10910 Duke Snider Cir, more particularly described as Lot 6
(5005.55 SQ FT), Block 12, COOPERSTOWN Subdivision, City of
El Paso, El Paso County, Texas, PID #C762-999-0120-0600

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.

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 Vineyard
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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-842, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Districts 2, 4 and 8

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

AGENDA LANGUAGE:

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

That the board and secure liens on the attachment posted with this agenda be approved. (See attachment B)

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

AGENDA DATE: August 3, 2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip Etiwe, (915) 212-1553

DISTRICT(S) AFFECTED: 2, 4 and 8

STRATEGIC GOAL: Goal 3: Promote the visual Image of El Paso

SUBGOAL: N/A

SUBJECT: That the board and Secure 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: Planning and Inspections
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Philip Etiwe – Planning and Inspection Director



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

ATTACHMENT A
BOARD AND SECURE LIENS
AUGUST 3, 2021

4640 La Luz (District 2)	\$3,802.41	Irving Handlin (LE) & 1
10716 Jadestone (District 4)	\$4,895.00	Estate of Robert W Vetter c/o Robert Vetter
330 Belva Way (District 8)	\$4,210.00	Krieger Charles R
607 S Florence (District 8)	\$2,436.00	Rojas Jose A. & Cleotilde H. Rojas
812 Magoffin (District 8)	\$2,347.03	WTLD'S Investments LLC

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, HANDLIN IRVING (LE) & 1, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning & Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; 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:

4640 LA LUZ more particularly described as, 5 HILLSIDE 21 & E
12 FT OF 22 (6760 SQ FT), City of El Paso, El Paso County, Texas,
PID # H58999900503600

to be \$3,802.41, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of NOVEMBER, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount THREE THOUSAND EIGHT HUNDRED TWO

AND 41/100 DOLLARS (\$3,802.41) 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:

Wendi N. Vineyard

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Javier A. De La Cruz

Javier A. De La Cruz
Building and Inspections
Assistant Director

(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:

Planning & Inspections
Javier A. De La Cruz
801 Texas Avenue
El Paso, TX 79901
Office: (915) 212-1589

4

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, ESTATE OF ROBERT W VETTER C/O ROBERT VETTER, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning and Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; 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., EL PASO, TX 79924, more particularly described as 6 SHEARMAN #2 Lot 19, City of El Paso, El Paso County, Texas, PID # S36399900603700

to be \$4,895.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of DECEMBER, 2019 and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FOUR THOUSAND EIGHT HUNDRED NINETY-

FIVE AND 00/100 DOLLARS (\$\$4,895.00) 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.

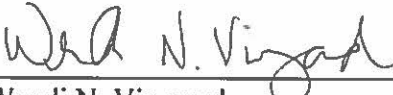
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

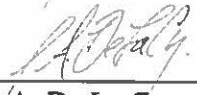
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Javier A. De La Cruz
Building and Inspections
Assistant Director

(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:

Planning & Inspections
Javier A. De La Cruz
El Paso, Texas 79901
(915) 212-1589

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, KRIEGER CHARLES R., in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning & Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; 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:

330 BELVA WAY more particularly described as, 3 LA SIERRA VISTA 1 & W 1/2 OF 2 (25726 SQ FT), City of El Paso, El Paso County, Texas, PID # L07199900300100

to be \$4,210.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of JANUARY, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FOUR THOUSAND TWO HUNDRED TEN AND

00/100 DOLLARS (\$4,210.00) 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.

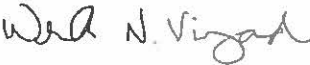
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Javier A. De La Cruz
Building and Inspections
Assistant Director

(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:

Planning & Inspections
Javier A. De La Cruz
801 Texas Avenue
El Paso, TX 79901
Office: (915) 212-1589

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, ROJAS JOSE A. & CLEOTILDE H. ROJAS, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning & Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; 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:

607 S FLORENCE ST more particularly described as, 106 CAMPBELL E 65 FT OF N 6.50 FT OF 6 & S 22.50 FT OF 7 (1885.00 SQ FT), City of El Paso, El Paso County, Texas, PID # C05099910602500

to be \$2,436.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of JANUARY, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount TWO THOUSAND FOUR HUNDRED THIRTY SIX AND 00/100 DOLLARS (\$2,436.00) 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 N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Javier A. De La Cruz

Javier A. De La Cruz
Building and Inspections
Assistant Director

(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:

Planning & Inspections
Javier A. De La Cruz
801 Texas Avenue
El Paso, TX 79901
Office: (915) 212-1589

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, WTLD'S INVESTMENTS LLC, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning & Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; 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:

812 MAGOFFIN more particularly described as, 212 CAMPBELL
14 & 15 (6240 SQ FT), City of El Paso, El Paso County, Texas, PID
C05099921206100

to be \$2,347.03, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 05 day of FEBRUARY, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount TWO THOUSAND THREE HUNDRED FORTY SEVEN AND 03/100 DOLLARS (\$2,347.03) 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.

PASSED AND APPROVED this _____ day of _____ 2021.

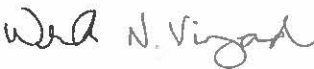
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Javier A. De La Cruz
Building and Inspections
Assistant Director

(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:

Planning & Inspections
Javier A. De La Cruz
801 Texas Avenue
El Paso, TX 79901
Office: (915) 212-1589



File #: 21-849, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, 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 or his designee is to sign an Annexation Agreement between the City and Socorro Independent School District, for 59.892 acres of real property located East of Joe Battle Blvd. and South of Bob Hope Dr., which 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: East of Joe Battle Blvd. and South of Bob Hope Dr.
Applicant: Socorro Independent School District SUAX20-00001

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

AGENDA DATE: August 3, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Karina Brasgalla, (915) 212-1604

DISTRICT(S) AFFECTED: District 6

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

SUBGOAL: 3.3

SUBJECT:

A Resolution authorizing the City Manager or his Designee is to sign an Annexation Agreement between the City and Socorro Independent School District, for 59.892 acres of real property located East of Joe Battle Blvd. and South of Bob Hope Dr., which 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: East of Joe Battle Blvd. and South of Bob Hope Dr.
Applicant: Socorro Independent School District SUAX20-00001

BACKGROUND / DISCUSSION:

The applicant is requesting to annex approximately 59.892 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. 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? 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)

Revised 04/09/2021

R E S O L U T I O N

WHEREAS, Socorro Independent School District (hereinafter referred to as “Property Owner”), wishes to annex 59.892 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:

The City Manager or his Designee is authorized to sign an Annexation Agreement between the City and Socorro Independent School District, for 59.892 acres of real property located East of Joe Battle Blvd. and South of Bob Hope Dr., which 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

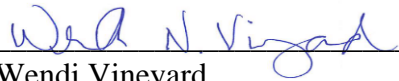
Oscar Leeser
Mayor

(Signatures on following page)

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
SUAX20-00001

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 Socorro Independent School District (hereinafter referred to as "Owner");

WHEREAS, Owner is the owner-of-record of **59.892** acres of real property described in Exhibit "A" 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 "B"**, 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: The City annex the Property such annexation will be in accordance with the terms and conditions of the agreement. The 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 importance to the City in entering into this Agreement is that the Owner and County of El Paso participate in the municipal infrastructure costs and costs for providing municipal services as required by this Agreement and Exhibit C (Interlocal Agreement between El Paso County and Socorro Independent School District.) Exhibit C is hereby incorporated by reference into this Agreement and the parties hereto acknowledge the obligations imposed by Exhibit C upon Owner and the County of El Paso and the Owner shall not be liable to the City for any non-performance by the County of El Paso under Exhibit C. 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 and City hereby agree that the development of the Property shall be in accordance with Exhibit C and 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 the 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 Exhibit C and the following additional conditions:

1. No off-premise signs shall exist on the Property at the time of annexation.
2. Immediately upon passage of the ordinance annexing the Property, the Property shall be automatically classified as R-F (Ranch and Farm) in accordance with Section 20.08.060 of the Code, pending a public hearing by the City Plan Commission on the appropriate zoning classification and action by the City Council as provided in the case of amendment in Sections 20.04.340 through 20.04.380 and 20.04.400. Such public hearing shall be held within sixty days after the effective date of any such annexation and such action shall be taken by the City Council within thirty days after the last adjournment of the public hearing. A public hearing by the City Plan Commission on the appropriate zoning classification for a newly annexed parcel, as required by Sections 20.04.340 through 20.04.380 and 20.04.400, may be held jointly with the public hearing required for annexation; provided, that the Commission comply with all the procedures required for each public hearing.
3. Subject to the obligations of the County and the Owner in Exhibit C, the Owner shall provide for the dedication and improvement of public neighborhood parkland or provide fees based on the requirements of Title 19 (Subdivisions) of the City Code.
4. Subject to the obligations of the County and the Owner in Exhibit C, the Owner shall provide for the dedication and improvement of roadway for the extension of Bob Hope in accordance with the approved Interlocal Agreement between El Paso County and Socorro Independent School District, attached herein as Exhibit "C".
5. Subject to the obligations of the County and the Owner in Exhibit C, 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.
6. Subject to the obligations of the County and the Owner in Exhibit C, 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.
7. An annexation fee of \$820 per dwelling unit will be assessed at the time of plat recordation.

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: With the exception of the obligations set forth in Exhibit C, which are a part of this Agreement, in addition to any other fees and charges as required by the Public Service Board Rules and Regulations. Owner(s) agree(s) to pay a water and wastewater impact fees in accordance with the City of El Paso's Ordinance #017113 and the El Paso Water Utilities – Public Service Board Rules and Regulations No. 16.

<i>Meter Size</i>	<i>Meter Capacity Ratio</i>	<i>(in Dollars \$)</i>	<i>(in Dollars \$)</i>
		<i>Water</i>	<i>Wastewater</i>
<i>Less than 1"</i>	<i>1.00</i>	<i>697.00</i>	<i>920.00</i>
<i>1"</i>	<i>1.67</i>	<i>1,163.00</i>	<i>1,537.00</i>
<i>1 ½"</i>	<i>3.33</i>	<i>2,321.00</i>	<i>3,065.00</i>
<i>2"</i>	<i>5.33</i>	<i>3,714.00</i>	<i>4,905.00</i>
<i>3"</i>	<i>10.00</i>	<i>6,968.00</i>	<i>9,203.00</i>
<i>4"</i>	<i>16.67</i>	<i>11,615.00</i>	<i>15,341.00</i>
<i>6"</i>	<i>33.33</i>	<i>23,223.00</i>	<i>30,672.00</i>
<i>8"</i>	<i>53.33</i>	<i>37,158.00</i>	<i>49,077.00</i>
<i>10"</i>	<i>76.67</i>	<i>40,046.00</i>	<i>52,196.00</i>
<i>12"</i>	<i>143.33</i>	<i>74,899.00</i>	<i>98,924.00</i>

*Fees do not apply to water meter connections made for standby fire protection services.

Impact fees will be assessed and collected by El Paso Water (EPW) after receipt of an application for water and sanitary sewer services. Existing water and wastewater connections are not subject to these fees.

Five: 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 79901-1890

Copy to: City Clerk
Same Address as above

- (2) OWNER: Socorro Independent School District
12440 Rojas Drive

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.

Force Majeure: In the event that any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such Party's giving of notice and the full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied upon, then the obligations of the Party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, terrorism, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other incapacities of either Party, whether similar to those enumerated or otherwise, and not within the reasonable control of the Party claiming such inability.

Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised here from, 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 dis-annex 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.

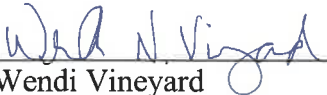
Authority for Execution: Each Party hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized.

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:

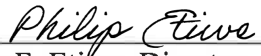
Tomás González
City Manager

APPROVED AS TO FORM:



Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

(Acknowledgement 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 14th
day of July, 20 21.

Owner(s):

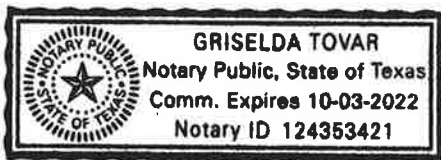
By: David O. Morales

Title: Socorro ISD Board President

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 14th day of July, 2021, by
David O. Morales, as SISD Board President of County of El Paso.



Griselda Tovar

Notary Public, State of Texas

Griselda Tovar

Notary's Printed or Typed Name

October 3, 2022

My Commission Expires:

Exhibit B 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 Exhibit "A", 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 Street and Maintenance 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 5,270 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. The Owner shall provide for the dedication and improvement of roadway for the extension of Bob Hope as indicated on the Major Thoroughfare Plan within their property. 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.



ITEM 8

SISD SAC II Annexation Agreement

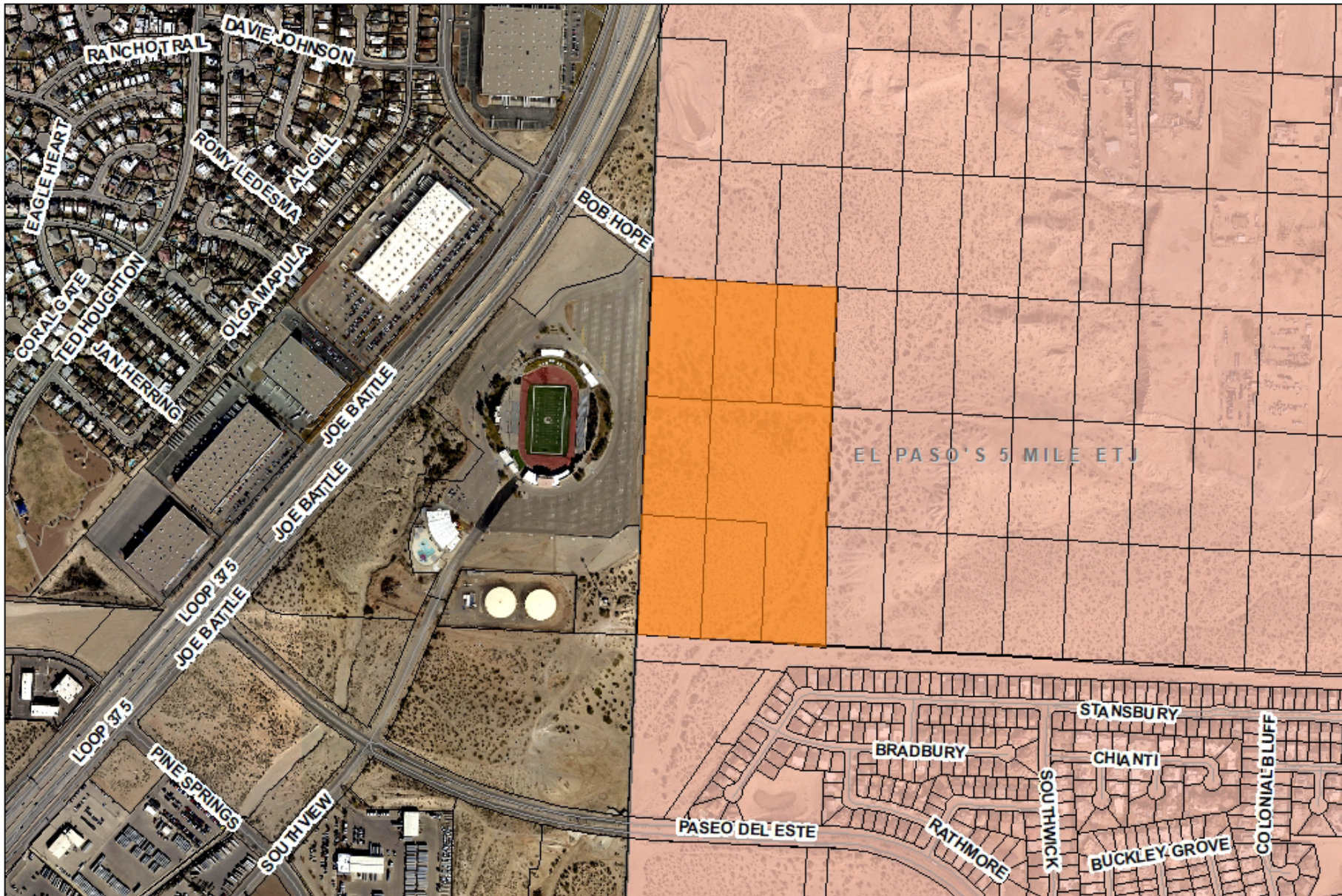
SUAX20-00001

Strategic Goal 3.

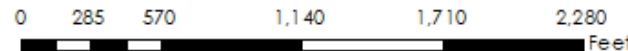
Promote the Visual Image of
El Paso



City Limits



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 coordinate errors and may lead to misinterpretation of the data. The Planning & Inspections Department Training Division makes no claim to its accuracy or completeness.



BOUNDARIES AND BOUNDS DESCRIPTION

SECTION 17, BLOCK 79, TOWNSHIP 3 T & P RR COMPANY SURVEYS, SAID 59.892-ACRE AND IS MORE PARTICULARLY DESCRIBED BY BOUNDS AS FOLLOWS:

AT A 1/2-INCH DIAMETER IRON ROD FOUND AT EAST CORNER OF LOT 2, BLOCK 1 OF THE CHAMPIONS ADDITION, AS SHOWN ON PLAT RECORDED IN PAGES 49 & 49A, FILE NO. 017841 OF THE PLAT BOOK 17, BLOCK 79, TOWNSHIP 3 OF EL PASO COUNTY, TEXAS; FOR THE EAST CORNER OF SAID SECTION 17, BLOCK 79 AND WEST CORNER OF THIS TRACT:

WITH 02° 29' 01" EAST ALONG THE EAST LINE OF BLOCK 1 AND THE WEST LINE OF SAID BLOCK 79, A DISTANCE OF 654.40 FEET TO A 1/2-INCH DIAMETER REBAR FOUND FOR AN ANGLE OF 86° 55' 33" EAST, A DISTANCE OF 331.98 FEET TO THE WEST CORNER OF THIS TRACT;

WITH 02° 30' 47" EAST CONTINUING ALONG THE WEST LINE OF SAID LOT 2, BLOCK 1 AND THE WEST LINE OF BLOCK 17, BLOCK 79, A DISTANCE OF 1308.70 FEET TO A 1/2-INCH DIAMETER REBAR WITH ALUMINUM CAP AND STAMPED FXS RPLS 2198" SET FOR THE NORTHWEST CORNER OF THIS TRACT;

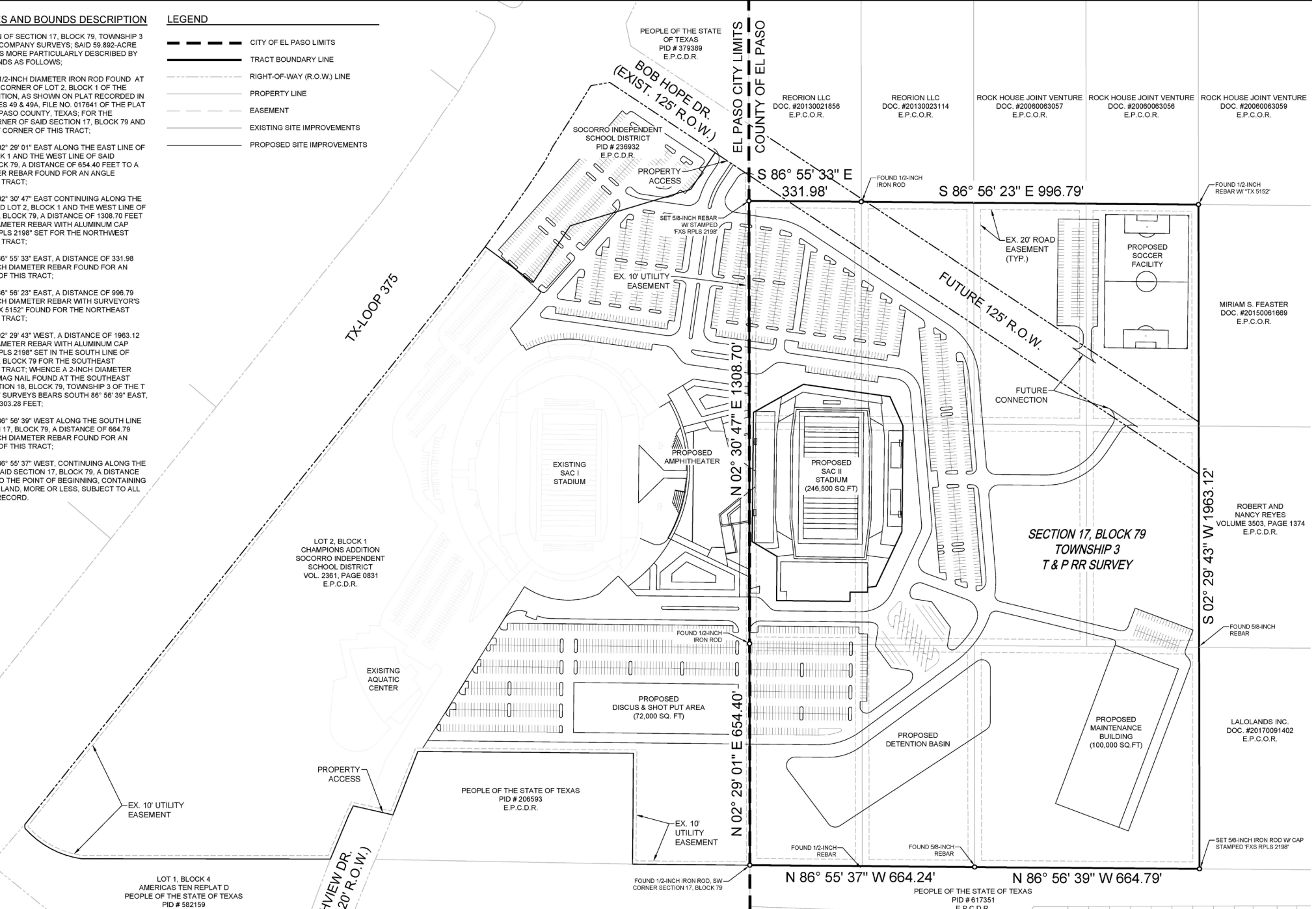
WITH 86° 55' 33" EAST, A DISTANCE OF 331.98 FEET TO A 1/2-INCH DIAMETER REBAR FOUND FOR AN ANGLE OF 86° 55' 33" EAST, A DISTANCE OF 996.79 FEET TO A 1/2-INCH DIAMETER REBAR WITH SURVEYOR'S CAP AND STAMPED "TX 5152" FOUND FOR THE NORTHEAST CORNER OF THIS TRACT;

WITH 02° 29' 43" WEST, A DISTANCE OF 1963.12 FEET TO A 1/2-INCH DIAMETER REBAR WITH ALUMINUM CAP AND STAMPED FXS RPLS 2198" SET IN THE SOUTH LINE OF BLOCK 17, BLOCK 79 FOR THE SOUTHWEST CORNER OF THIS TRACT; WHEN A 2-INCH DIAMETER REBAR WITH MAG NAIL FOUND AT THE SOUTHWEST CORNER OF SECTION 18, BLOCK 79, TOWNSHIP 3 OF THE T & P RR COMPANY SURVEYS BEARS SOUTH 86° 58' 30" EAST, A DISTANCE OF 9303.28 FEET;

WITH 86° 56' 39" WEST ALONG THE SOUTH LINE OF SECTION 17, BLOCK 79, A DISTANCE OF 664.79 FEET TO A 1/2-INCH DIAMETER REBAR FOUND FOR AN ANGLE OF 86° 55' 37" WEST, CONTINUING ALONG THE WEST LINE OF SAID SECTION 17, BLOCK 79, A DISTANCE OF 664.79 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF LAND, MORE OR LESS, SUBJECT TO ALL RECORDS.

LEGEND

- CITY OF EL PASO LIMITS
- TRACT BOUNDARY LINE
- RIGHT-OF-WAY (R.O.W.) LINE
- PROPERTY LINE
- EASEMENT
- EXISTING SITE IMPROVEMENTS
- PROPOSED SITE IMPROVEMENTS



Conceptual Plan





Subject Property

Annexation Agreement Conditions

1. No off-premise signs shall exist on the Property at the time of annexation.
2. Immediately upon passage of the ordinance annexing the Property, the Property shall be automatically classified as R-F (Ranch and Farm) in accordance with Section 20.08.060 of the Code, pending a public hearing by the City Plan Commission on the appropriate zoning classification and action by the City Council as provided in the case of amendment in Sections 20.04.340 through 20.04.380 and 20.04.400.
3. The Owner shall provide for the dedication and improvement of public neighborhood parkland or provide fees based on the requirements of Title 19 (Subdivisions) of the City Code.
4. The Owner shall provide for the dedication and improvement of roadway for the extension of Bob Hope in accordance with the approved Interlocal Agreement between El Paso County and Socorro Independent School District, attached herein as Exhibit "C".
5. 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.
6. 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.
7. An annexation fee of \$820 per dwelling unit shall be assessed at the time of plat recordation.

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



File #: 21-855, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

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

AGENDA LANGUAGE:

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

Resolution authorizing the City Manager, or designee, to sign a Parking License Agreement between the City of El Paso and the El Paso Chamber of Commerce for the use of 25 parking spaces at Civic Center Parking Garage.

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: August 3, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: No.# 3 – Promote the Visual Image of El Paso

SUBJECT:

Resolution authorizing the City Manager, or designee, to sign a Parking License Agreement between the City of El Paso and the El Paso Chamber of Commerce for the use of 25 parking spaces at Civic Center Parking Garage.

BACKGROUND / DISCUSSION:

The City of El Paso desires to enter into a Parking Agreement with the El Paso Chamber of Commerce. The El Paso Chamber would provide print and broadcast advertisement for the City of El Paso sponsored events in the amount equal to \$19,500 per year.

PRIOR COUNCIL ACTION:

No

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: N/A

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: August 3, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: No.# 3 – Promote the Visual Image of El Paso

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PRIOR COUNCIL ACTION:

No

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: N/A

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the City Manager, or designee, is authorized to sign a Parking License Agreement between the City of El Paso and the El Paso Chamber of Commerce for the use of 25 parking spaces at Civic Center Parking Garage. Further, that the City Manager, or designee, is authorized to exercise all rights and perform all obligations under the agreement. Further, that the City Manager, or designee, is authorized to sign any amendments to the agreement and any documents necessary to comply with the City's obligations under the agreement.

ADOPTED this _____ day of _____, 2021.

THE CITY OF EL PASO:

ATTEST:

Oscar Leeser
Mayor


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza, Real Estate Division
Capital Improvement Department

THE STATE OF TEXAS)
)
 COUNTY OF EL PASO)

PARKING LICENSE AGREEMENT

This Parking License Agreement (“**Agreement**”) is made this _____ day of _____, 2021 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, (“**City**”), and El Paso Chamber of Commerce, a (“**Licensee**”). For the convenience of the parties, all defined terms appear in **bold face print** when first defined.

The parties agree as follows:

SECTION 1. PARKING SPACES.

- A. Subject to the terms of this Agreement, the City grants the Licensee a license to use 25 parking spaces (“**Parking Spaces**”) located at the Civic Center Parking Garage, El Paso, Texas 79901 (“**Parking Garage**”). This Agreement does not authorize the Licensee to use any other areas of the Parking Garage other than the dedicated access pathways to access the Parking Spaces.

SECTION 2. CONSIDERATION.

- A. Beginning on the Effective Date and throughout the term of this Agreement, the Licensee shall pay the City a monthly fee in the amount of \$__1__ (“**Monthly Fee**”). The Licensee will pay the Monthly Fee on the 1st day of each month, provided that the first payment is due on the Effective Date. In addition to the Monthly Fee, the Licensee will provide print and broadcast advertisement for City of El Paso services and City of El Paso sponsored events in an amount equal to \$19,500 per year (“**Advertisement Amount**”) for the term of this Agreement. The Licensee will provide the City proof of advertisement expenditures at the end of each calendar year for the duration of the term and any Renewal Periods to the e-mail address listed in this Agreement. The City may recalculate the Advertisement Amount within thirty calendar days of the start of a Renewal Period and send notification to the Licensee of the new Advertisement Amount. Upon receipt of notification of the new Advertisement Amount, the Licensee will spend up to the new Advertisement Amount and provide the City proof of such expenditures as provided above.

SECTION 3. TERM.

- A. The Agreement commences on the Effective Date and ends three years from the Effective Date (“**Term**”). Prior to the expiration of the Term, the City Manager, or designee, may extend the Term for two additional terms of three years each (“**Renewal Period**”).

SECTION 4. USE POLICIES

- A. The Licensee will abide by all policies, current and future, enacted by the City regarding the use of the Parking Garage and Parking Spaces. The Licensee understands and agrees that the City may modify its policies at the sole discretion of the City.
- B. The Licensee understands and agrees that the Licensee may only use the Parking Spaces during the hours of operation of the Parking Garage. The City may change the Parking Garage hours of operation at the City's sole discretion.
- C. The Licensee may allow its customers and visitors to use the Parking Spaces, provided that all customers and visitors must abide by all hours of operation and policies and procedures of the Parking Garage and Parking Spaces. The Licensee will be responsible for providing its customers and visitors with parking validation. The Licensee agrees that any customers or visitors of the Licensee that cannot present a valid parking validation will be required to pay the standard parking fee and that such fee is not refundable. No later than the Effective Date, the Licensee will provide the City with the form of parking validation that the Licensee will be providing to its customers and visitors.
- D. The Licensee understands and agrees that the Parking Spaces are not designated or reserved and that they are available on a first come first served basis. Licensee may use any of the parking spaces at the Parking Garage only during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.
- E. The Licensee will provide employees with a parking pass that employees must display on their vehicles when using the Parking Garage. Any employees that do not display the parking pass will be required to pay the standard parking fee and such fee is not refundable. Employees may only use the Parking Garage during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday. Any employees using the Parking Garage after such hours will be charged the standard parking fees.
- F. The Licensee agrees that any persons not authorized to use the Parking Spaces or the Parking Garage may be towed in accordance to applicable law.
- G. The Licensee will not do any alterations or improvements to the Parking Spaces.

SECTION 5. DAMAGES TO CITY PROPERTY.

- A. The Licensee is responsible for all damages caused to the Parking Spaces and/or the Parking Garage by the Licensee and/or the Licensee's employees, agents, customers, visitors or other licensees/invitees. If the Licensee or any of the Licensee's employees, agents, customers, visitors or other licensees/invitees damages any City property, then the City may repair such damage to the City's standards and the City may send an invoice to the Licensee for the full costs of the repairs. The Licensee will pay in full any invoice sent by the City under this section within 30 calendar days of receipt.

SECTION 6. RELEASE.

- A. The Licensee releases the City from all claims of property damage, property loss, personal injury, illness, and death sustained by the Licensee while using the Parking Spaces or the Parking Garage regardless of whether such property damage, property loss, personal injury, illness, or death was caused by the negligence of the City or the City's officers, employees, and/or agents.

- B. The Licensee will communicate to their employees, customers, and visitors that the City is not responsible for any property damage, property loss, personal injury, illness, and death sustained while using the Parking Spaces or the Parking Garage regardless of whether such property damage, property loss, personal injury, illness, or death was caused by the negligence of the City or the City's officers, employees, and/or agents.

SECTION 8. INDEMNIFICATION.

- A. **Licensee 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 use of the parking garage or parking spaces by the Licensee or the Licensee's employees, agents, customers, visitors or other licensees/invitees. 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 Licensee every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Licensee 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 Licensee 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. Licensee will pay all judgments finally establishing liability of the City in actions defended by Licensee pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Licensee, 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 Licensee's property from any cause.**

SECTION 9. TERMINATION.

- A. Either party may terminate this Agreement at any time for any reason, or no reason, following a 30 calendar day notice to the other party.
- B. **TERMINATION NOT A RELEASE.** Termination by either party is not a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party is not relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

SECTION 11. GENERAL PROVISIONS

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. **INDEPENDENT LICENSEE RELATIONSHIP.** This Agreement does not create an employee-employer relationship between the Licensee and the City. As such, the City is not subject to the liabilities or obligations the Licensee obtains under the performance of this Agreement.
- C. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this Agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. **NOTICES.** The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address, the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City:

The City of El Paso
 Attn: City Manager
 Realestate@elpasotexas.gov

To the Licensee: El Paso Chamber of Commerce
 Attn: David Jerome
 Address: 303 N Oregon, Ste 610 , El Paso, TX 79901
 david@elpaso.org

- E. **CONFIDENTIALITY.** The Licensee acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. **GOVERNING LAW.** This Agreement is governed by Texas law.
- G. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
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- I. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- K. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- L. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the Licensee, and the Licensee's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

M. THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries for this Agreement.

N. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

O. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

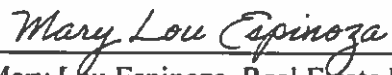
Tomas Gonzalez
City Manager

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza, Real Estate Division
Capital Improvement Department

LICENSEE:



Printed Name: Stephen Voglewede
Title: Corporate Secretary

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

PARKING LICENSE AGREEMENT

This Parking License Agreement (“**Agreement**”) is made this _____ day of _____, 2021 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, (“**City**”), and El Paso Chamber of Commerce, a (“**Licensee**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

The parties agree as follows:

SECTION 1. PARKING SPACES.

- A. Subject to the terms of this Agreement, the City grants the Licensee a license to use 25 parking spaces (“**Parking Spaces**”) located at the Civic Center Parking Garage, El Paso, Texas 79901 (“**Parking Garage**”). This Agreement does not authorize the Licensee to use any other areas of the Parking Garage other than the dedicated access pathways to access the Parking Spaces.

SECTION 2. CONSIDERATION.

- A. Beginning on the Effective Date and throughout the term of this Agreement, the Licensee shall pay the City a monthly fee in the amount of \$___1__ (“**Monthly Fee**”). The Licensee will pay the Monthly Fee on the 1st day of each month, provided that the first payment is due on the Effective Date. In addition to the Monthly Fee, the Licensee will provide print and broadcast advertisement for City of El Paso services and City of El Paso sponsored events in an amount equal to \$19,500 per year (“**Advertisement Amount**”) for the term of this Agreement. The Licensee will provide the City proof of advertisement expenditures at the end of each calendar year for the duration of the term and any Renewal Periods to the e-mail address listed in this Agreement. The City may recalculate the Advertisement Amount within thirty calendar days of the start of a Renewal Period and send notification to the Licensee of the new Advertisement Amount. Upon receipt of notification of the new Advertisement Amount, the Licensee will spend up to the new Advertisement Amount and provide the City proof of such expenditures as provided above.

SECTION 3. TERM.

- A. The Agreement commences on the Effective Date and ends three years from the Effective Date (“**Term**”). Prior to the expiration of the Term, the City Manager, or designee, may extend the Term for two additional terms of three years each (“**Renewal Period**”).

SECTION 4. USE POLICIES

- A. The Licensee will abide by all policies, current and future, enacted by the City regarding the use of the Parking Garage and Parking Spaces. The Licensee understands and agrees that the City may modify its policies at the sole discretion of the City.
- B. The Licensee understands and agrees that the Licensee may only use the Parking Spaces during the hours of operation of the Parking Garage. The City may change the Parking Garage hours of operation at the City's sole discretion.
- C. The Licensee may allow its customers and visitors to use the Parking Spaces, provided that all customers and visitors must abide by all hours of operation and policies and procedures of the Parking Garage and Parking Spaces. The Licensee will be responsible for providing its customers and visitors with parking validation. The Licensee agrees that any customers or visitors of the Licensee that cannot present a valid parking validation will be required to pay the standard parking fee and that such fee is not refundable. No later than the Effective Date, the Licensee will provide the City with the form of parking validation that the Licensee will be providing to its customers and visitors.
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- A. The Licensee releases the City from all claims of property damage, property loss, personal injury, illness, and death sustained by the Licensee while using the Parking Spaces or the Parking Garage regardless of whether such property damage, property loss, personal injury, illness, or death was caused by the negligence of the City or the City's officers, employees, and/or agents.

- B. The Licensee will communicate to their employees, customers, and visitors that the City is not responsible for any property damage, property loss, personal injury, illness, and death sustained while using the Parking Spaces or the Parking Garage regardless of whether such property damage, property loss, personal injury, illness, or death was caused by the negligence of the City or the City's officers, employees, and/or agents.

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The City of El Paso
Attn: City Manager
Realestate@elpasotexas.gov

To the Licensee:

El Paso Chamber of Commerce

Attn: David Jerome

Address: 303 N Oregon, Ste 610 , El Paso, TX 79901

david@elpaso.org

- E. **CONFIDENTIALITY.** The Licensee acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
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- K. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
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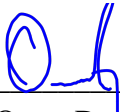
O. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

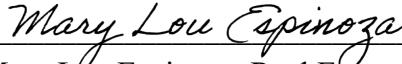
Tomas Gonzalez
City Manager

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza, Real Estate Division
Capital Improvement Department

LICENSEE:



Printed Name: Stephen Voglewede

Title: Corporate Secretary

RESOLUTION

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

That the City Manager, or designee, is authorized to sign a Parking License Agreement between the City of El Paso and the El Paso Chamber of Commerce for the use of 25 parking spaces at Civic Center Parking Garage. Further, that the City Manager, or designee, is authorized to exercise all rights and perform all obligations under the agreement. Further, that the City Manager, or designee, is authorized to sign any amendments to the agreement and any documents necessary to comply with the City's obligations under the agreement.

ADOPTED this _____ day of _____, 2021.

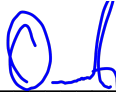
THE CITY OF EL PASO:

ATTEST:

Oscar Leeser
Mayor

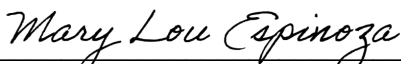
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza, Real Estate Division
Capital Improvement Department



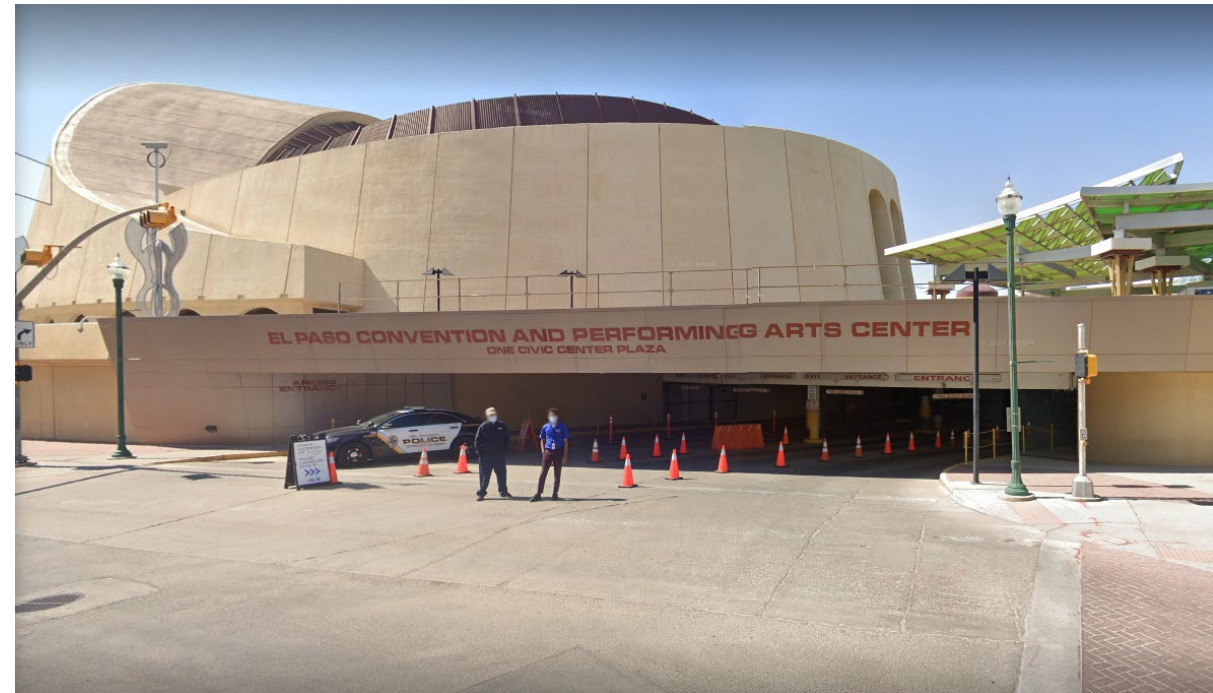
Greater Chamber Parking Agreement

Resolution
August 3, 2021



Agreement Details

- Licensee: El Paso Chamber of Commerce
- Location: 10 Civic Center
- Consideration: \$19,500 per year (Print & Broadcast Advertisement)
- Term: Three (3) years
- Renewal Options: Two (2) additional terms of three (3) years each
- Use: 25 Parking Spaces





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



File #: 21-850, 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

Streets and Maintenance, Richard J. Bristol, (915) 212-7001
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 7.5 - Set one standard for infrastructure across the city.

Request that the Purchasing Director is authorized to notify Contractor's Barricade Service, Inc. dba Apache Barricade & Sign that the City is terminating Contract No. 2018-1095 Barricade Rental Service for convenience, pursuant to the provisions and requirements of Part 4, Section 8, Paragraph A of the Contract Clauses, and that the termination shall be effective as of August 11, 2021. The current expenditures for Contract 2018-1095 Barricade Rental Services have been met, therefore, the contract needs to be terminated in order to award a replacement contract.

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000
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: 7.5 - Set One Standard for Infrastructure Across the City

SUBJECT:

Request that the Purchasing Director is authorized to notify Contractor's Barricade Service, Inc. dba Apache Barricade & Sign that the City is terminating Contract No. 2018-1095 Barricade Rental Service for convenience, pursuant to the provisions and requirements of Part 4, Section 8, Paragraph A of the Contract Clauses, and that the termination shall be effective as of August 11, 2021.

BACKGROUND / DISCUSSION:

The current expenditures for Contract 2018-1095 Barricade Rental Services have been met, therefore, the contract needs to be terminated in order to award a replacement contract.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

-On April 3, 2018 City Council approved the award of Contract 2018-1095 Barricade Rental Services for a total estimated award amount of \$783,268.50 with a two-year option to extend for a total amount of \$522,179.00.
-On April 27, 2021 City Council approved a Change Order for 2018-1095 Barricade Rental Services to increase the contract by \$326,361.88 for a total amount of \$1,631,809.38.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Streets and Maintenance Department
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Handled by RJB for RJB 7/15/2021
Richard J. Bristol – Streets and Maintenance Director

**COUNCIL PROJECT FORM
(Termination)**

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

Please place the following item on the **CONSENT AGENDA** for the Council Meeting of **August 3, 2021**.

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

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

Request that the Purchasing Director is authorized to notify Contractor's Barricade Service, Inc. dba Apache Barricade & Sign that the City is terminating Contract No. 2018-1095 Barricade Rental Service for convenience, pursuant to the provisions and requirements of Part 4, Section 8, Paragraph A of the Contract Clauses, and that the termination shall be effective as of August 11, 2021. The current expenditures for Contract 2018-1095 Barricade Rental Services have been met, therefore, the contract needs to be terminated in order to award a replacement contract.

Department: Streets and Maintenance
Districts: All

RESOLUTION

WHEREAS, on April 3, 2018, the City of El Paso ("City") awarded Contract No. 2018-1095 Barricade Rental Services to the following vendor:

- 1. Contractor's Barricade Service, Inc. dba Apache Barricade & Sign

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

WHEREAS, the City desires to terminate the Contract for Convenience.

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

That the Purchasing Director is authorized to notify Contractor's Barricade Service, Inc. dba Apache Barricade & Sign that the City is terminating Contract No. 2018-1095 Barricade Rental Service for convenience, pursuant to the provisions and requirements of Part 4, Section 8, Paragraph A of the Contract Clauses, and that the termination shall be effective as of August 11, 2021.

APPROVED this _____ day of _____, 2021.

THE CITY OF EL PASO:

 Oscar Lesser
 Mayor

ATTEST:

 Laura D. Prine
 City Clerk

APPROVED AS TO FORM:


 Juan S. Gonzalez
 Senior Assistant City Attorney

APPROVED AS TO CONTENT:


 Bruce D. Collins, Director
 Purchasing and Strategic Sourcing

APPROVED AS TO CONTENT:


 Richard Bristol, Director
 Streets and Maintenance Department



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-860, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Approve a Resolution authorizing the Mayor to Execute the Mayor's certificate and the general certificate of the City in connection with the issuance by the El Paso Housing Finance Corporation Multifamily Housing Revenue Bonds (Machuca Apartments) Series 2021.

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

DEPARTMENT: Housing Finance Corporation
AGENDA DATE: August 3, 2021
CONTACT PERSON NAME AND PHONE NUMBER: Elizabeth Moya,
Executive Director
915 228 9336

DISTRICT(S) AFFECTED: Citywide

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.

Approve a resolution authorizing the Mayor to Execute the Mayor's certificate and the general certificate of the City in connection with the issuance by the El Paso Housing Finance Corporation Multifamily Housing Revenue Bonds (Machuca Apartments) Series 2021. No cost to the City

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 bond issue, authorized by the El Paso Housing Finance Corporation Board of Directors will provide funding for the Housing Authority of the City of El Paso to reposition and make capital improvements to the Machuca Apartments (1039 Machuca Drive, 79922) utilizing the US Department of Housing and Urban Development Rental Assistance ("RAD") program and to rehabilitate the apartments and convert the project from 120 units to 144 units.

PRIOR COUNCIL ACTION:

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

The Council has approved numerous programs in the past.

AMOUNT AND SOURCE OF FUNDING:

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

No Cost to the City

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

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

DEPARTMENT HEAD:

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

Information copy to appropriate Deputy City Manager

RESOLUTION

WHEREAS, the El Paso Housing Finance Corporation (the “*Issuer*”) was duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended, for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe, and sanitary housing for persons of low and moderate income at prices they can afford;

WHEREAS, the Issuer has determined to issue its Multifamily Housing Revenue Bonds (Mortgage-Backed Securities Program), Series 2021(the “*Bonds*”) for the purpose of providing additional funding to allow the Housing Authority of the City of El Paso (“HACEP”) to utilize the United States Department of Housing and Urban development Rental Assistance Demonstration program to convert the Machuca Apartments Project from HACEP’s public housing stock to Section 8 multifamily housing within the City of El Paso;

WHEREAS, the Issuer has conducted and held a public hearing regarding issuance of the Bonds on May 19, 2021, at 2:00 P.M. pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the City of El Paso approves and encourages the Issuer in its efforts to accomplish the issuance of the Bonds and, as part of such transaction, is willing to provide its General Certificate, and for the Mayor of the City to provide his Certificate concerning the conduct of the Public Hearing on May 19, 2021, copies of which are both attached hereto as Exhibits to this Resolution and made a part hereof for all purposes; and

WHEREAS, the City Council of the City of El Paso hereby authorizes the Mayor to execute both the said General Certificate of the City of El Paso and the Mayor’s Certificate, and deliver same to the Issuer.

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

1. THAT the Preambles to this Resolution set forth above are incorporated herein and made part of this Resolution.
2. THAT the Mayor of the City of El Paso is hereby authorized to execute a General Certificate of the City of El Paso and the Mayor’s Certificate in the form attached as Exhibits to this Resolution and deliver same to the Issuer to be used in connection with the issuance of its Bonds.

(Signature page to follow)

(Signature page)

SIGNED this _ _ _ _ day of August, 2021.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura Prine
Municipal Clerk

APPROVED AS TO FORM:



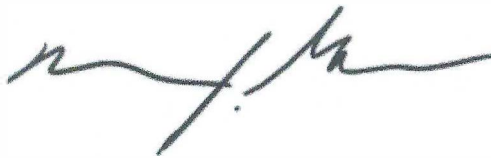
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Jerry Romero, President
El Paso Housing Finance Corporation

APPROVED AS TO FORM:



Norman J. Gordon
Issuer's Counsel

APPROVAL OF HIGHEST ELECTED OFFICIAL

WHEREAS, a public hearing was held by El Paso Housing Finance Corporation (the “Issuer”) on May 19, 2021 after publication of a Notice of Public Hearing (the “Notice”) in the *El Paso Times*, as described in the Affidavit of Publication attached hereto as Exhibit A, and members of the public were given the opportunity to appear at such public hearing, as shown in the Minutes of the Public Hearing attached hereto as Exhibit B (the “Minutes”); and

WHEREAS, it is necessary for the undersigned, as the highest elected official of the City of El Paso, Texas, to approve the issuance by El Paso Housing Finance Corporation, a housing finance corporation of the City of El Paso, Texas, of its \$20,000,000 Multifamily Housing Revenue Bonds (Machuca Apartments Project), hereinafter referred to as the “Bonds”, and the financing therewith of a portion of the costs of acquisition, rehabilitation, construction and equipment of the certain multifamily residential rental developments described in the Notice of Public Hearing and in the Minutes (collectively, the “Development”), to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”).

NOW, THEREFORE, based upon the evidence presented to me, for the sole purpose of satisfying the requirements of Section 147(f) of the Code of 1986 and for no other purpose, I, the undersigned Mayor of the City of El Paso, Texas, hereby approves the issuance, sale, execution and delivery of the various series of the Bonds and the financing of the Development described therein in the aggregate principal amount not to exceed \$20,000,000.

This approval is not to be construed as (i) a representation or warranty by the City or the undersigned that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, (ii) as a pledge of the faith and credit of or by the City; further, the fact that the undersigned has approved the Bonds as required by the Code may not, in any event, be used as a sales device with respect to the Bonds, or (iii) this approval shall not be construed as a representation or warranty by the City concerning the validity of the Bonds.

In Witness Whereof, I have set my hand this _____, 2021.

City of El Paso, Texas

(Signatures appear on following page)

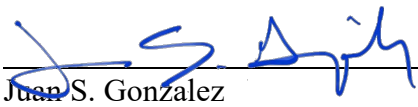
CITY OF EL PASO, TEXAS:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Norman J. Gordon
El Paso Housing Finance Corporation

EXHIBIT A

Affidavit of Publication

#8009111.2
21-1012-002 | 10999759
Approval of Highest Elected Official El Paso Finance Housing Corporation
JSG

El Paso Times

PART OF THE USA TODAY NETWORK

Affidavit of Publication

Ad # 0004723301

This is not an invoice

HOUSING AUTHORITY - LEGALS
5300 E PAISANO DR

EL PASO, TX 79905

I, being duly sworn say: **El Paso Times**, a daily newspaper of general circulation published in the City and County El Paso, State of Texas, which is a newspaper of general circulation and which has been continuously and regularly published for the period of not less than one year in the said County of El Paso, and that he/she was upon the dates herein mentioned in the EL PASO TIMES.

That the LEGAL copy was published in the EL PASO TIMES for the date(s) of such follows DAY(s) to wit

05/11/2021


Legal Clerk

Subscribed and sworn before me this May 11, 2021:


State of WI, County of Brown
NOTARY PUBLIC

1-7-25
My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad # 0004723301

PO #: Machuca Apt Proj
of Affidavits 1

This is not an invoice

NOTICE OF PUBLIC HEARING

EL PASO HOUSING FINANCE CORPORATION
MULTIFAMILY HOUSING REVENUE BONDS

MACHUCA APARTMENTS PROJECT

Notice is hereby given of a public hearing to be held by El Paso Housing Finance Corporation (the "Issuer") on Wednesday, May 19, 2021, at 2:00 p.m., in the Administrative Offices of the El Paso Housing Finance Corporation, 310 N. Mesa Street, 3rd Floor, Suite 318, El Paso, Texas 79901.

The hearing is regarding a plan of finance for the issuance of obligations by the Issuer, which may be issued in one or more series, in an aggregate principal amount not to exceed \$20,000,000 (the "Bonds"). The Bonds will be issued as exempt facility bonds for a qualified residential rental project pursuant to section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code"). Proceeds of the Bonds will be loaned to EP Machuca, LP, or an affiliate thereof (the "Borrower") to finance an affordable multifamily residential rental development known as:

► Machuca Apartments containing approximately 122 units and located at 1039 Machuca Drive, El Paso, El Paso County, Texas 79922 (the "Development"). The Borrower will be the initial legal owner and principal user of the Development.

All interested persons are invited to attend such public hearing to express their views with respect to the Development and the issuance of the Bonds. Questions or requests for additional information may be directed to Mr. Norman J. Gordon, Attorney and Counselor of Law, P.O. Box 8, El Paso, Texas 79940 (915-203-4883).

Persons who intend to appear at the hearing and express their views are invited to contact Mr. Gordon either in writing or by telephone in advance of the hearing. Any interested persons unable to attend the hearing may submit their views in writing to Mr. Gordon prior to the date scheduled for the hearing.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of section 147(f) of the Code
#4723301, El Paso Times,
May 11, 2021

#8009111.2

21-1012-002 | 10999759

Approval of Highest Elected Official El Paso Finance Housing Corporation
JSG

EXHIBIT B

Minutes of Public Hearing

MINUTES OF PUBLIC HEARING
El Paso Housing Finance Corporation

Re: \$20,000,000 El Paso Housing Finance Corporation Multi-Family Housing Revenue Bonds (Machuca Apartments Project);

I, Elizabeth Moya, Hearing Officer of El Paso Housing Finance Corporation (the “Issuer”), a housing finance corporation of City of El Paso. The Issuer of the captioned series of bonds (the “Bonds”), called the Public Hearing of the Issuer to order at 2:00 p.m. on Wednesday, May 19, 2021 in the Administrative Offices of the Issuer, 310 N. Mesa Street, 3rd Floor, Suite 318, El Paso, Texas 79901.

I announced that I, Elizabeth Moya, was the Hearing Officer of El Paso Housing Finance Corporation, a housing finance corporation of the City of El Paso, Texas and informed those in attendance that:

I declared that the required notice of the Public Hearing for the Project was published at least once on Tuesday, May 11, 2021 in the *El Paso Times*, being a newspaper of general circulation in El Paso, Texas, a true and correct copy of which is attached hereto as Exhibit B and that:

I announced further that the Issuer is proposing the issuance, in one or more series, of multifamily housing revenue bonds to be issued by the Issuer as tax-exempt bonds in an aggregate principal amount not to exceed \$20,000,000. The purpose of the Bonds is, in part, to finance a portion of the costs of the various multifamily residential rental development described below and referred to as the “Development” and that:

The proceeds of the Bonds not to exceed in aggregate principal amount \$20,000,000 will be loaned to EP Machuca, LP, a Texas limited partnership (or a related person or affiliate thereof), to finance a portion of the costs of acquisition, rehabilitation and equipment of the following multifamily residential rental development, which will be initially owned by EP Machuca, LP (or a related person or affiliate thereof):

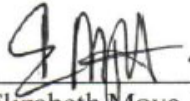
Machuca Apartments containing approximately 122 units and located at 1039 Machuca Drive, El Paso, El Paso County, Texas 79922.

After informing those in attendance of the above, I declared that a Public Hearing, required under Section 147(f) of the Internal Revenue Code of 1986, was open for purposes of discussing the issuance of the Bonds by the Issuer and the locations and nature of the Development to be financed, refinanced or acquired with the Bonds.

I proceeded to hold the Public Hearing. Comments and discussions with respect to the Bonds and the Project are summarized in Exhibit A, attached hereto.

After sufficient time was given for all present to make their comments with respect to the Bonds and the Project, I declared the Public Hearing closed.

Dated: May 19, 2021.



Elizabeth Moya, Hearing Officer for
El Paso Housing Finance Corporation

EXHIBIT A

Other than the staffs of El Paso Housing Finance Corporation and Housing Authority of the City of El Paso in attendance at the Public Hearing, no member of the public attended the Public Hearing to speak, and thus no comments were made or discussion had about the Development or the Bonds.

EXHIBIT B

NOTICE OF PUBLIC HEARING

**EL PASO HOUSING FINANCE CORPORATION
MULTIFAMILY HOUSING REVENUE BONDS**

MACHUCA APARTMENTS PROJECT

Notice is hereby given of a public hearing to be held by El Paso Housing Finance Corporation (the “Issuer”) on Wednesday, May 19, 2021, at 2:00 p.m., in the Administrative Offices of the El Paso Housing Finance Corporation, 310 N. Mesa Street, 3rd Floor, Suite 318, El Paso, Texas 79901.

The hearing is regarding a plan of finance for the issuance of obligations by the Issuer, which may be issued in one or more series, in an aggregate principal amount not to exceed \$20,000,000 (the “Bonds”). The Bonds will be issued as exempt facility bonds for a qualified residential rental project pursuant to section 142(a)(7) of the Internal Revenue Code of 1986, as amended (the “Code”). Proceeds of the Bonds will be loaned to EP Machuca, LP, or an affiliate thereof (the “Borrower”) to finance an affordable multifamily residential rental development known as:

- Machuca Apartments containing approximately 122 units and located at 1039 Machuca Drive, El Paso, El Paso County, Texas 79922 (the “Development”). The Borrower will be the initial legal owner and principal user of the Development.

All interested persons are invited to attend such public hearing to express their views with respect to the Development and the issuance of the Bonds. Questions or requests for additional information may be directed to Mr. Norman J. Gordon, Attorney and Counselor of Law, P.O. Box 8, El Paso, Texas 79940 (915-203-4883).

Persons who intend to appear at the hearing and express their views are invited to contact Mr. Gordon either in writing or by telephone in advance of the hearing. Any interested persons unable to attend the hearing may submit their views in writing to Mr. Gordon prior to the date scheduled for the hearing.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of section 147(f) of the Code.

HEARING OFFICER'S SCRIPT FOR PUBLIC HEARING OF

El Paso Housing Finance Corporation,

I am Elizabeth Moya, Hearing Officer of El Paso Housing Finance Corporation (the "Issuer"), a housing finance corporation of the City of El Paso, Texas. The Issuer is proposing the issuance, in one or more series, of multifamily housing revenue bonds to be issued as tax-exempt bonds in an aggregate principal amount not to exceed \$20,000,000 (the "Bonds"). The purpose of the Bonds is, in part, to finance a portion of the costs of the multifamily residential rental development (the "Development") described below.

The proceeds of the Bonds not to exceed in aggregate principal amount \$20,000,000 will be loaned to EP Machuca, LP, a Texas limited partnership (or a related person or affiliate thereof) to finance a portion of the costs of acquisition, construction, rehabilitation and equipment of the following described multifamily residential rental development, which will be initially owned by EP Machuca, LP (or a related person or affiliate thereof):

Machuca Apartments containing approximately 122 units and located at 1039 Machuca Drive, El Paso, El Paso County, Texas 79922.

The required Notice of Public Hearing for the Development and the issuance of the Bonds was published on Tuesday, May 11, 2021 in the *El Paso Times*, being a newspaper of general circulation in El Paso, Texas and in El Paso County, Texas.

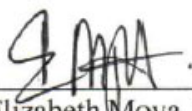
I hereby declare that this Public Hearing, required under Section 147(f) of the Internal Revenue Code of 1986, be open for purposes of discussing the issuance of the Bonds by the Issuer, and the locations and nature of the Development to be financed, refinanced or acquired with the Bonds by the Borrower.

[NOTE TO HEARING OFFICER: PROCEED TO HOLD THE PUBLIC HEARING.]

[NOTE TO HEARING OFFICER: AFTER SUFFICIENT TIME IS GIVEN FOR ALL PRESENT TO MAKE THEIR COMMENTS WITH RESPECT TO THE BONDS, AND THE NATURE AND LOCATIONS OF THE DEVELOPMENT, DECLARE THE PUBLIC HEARING CLOSED.]

I hereby declare the Public Hearing closed.

Dated: May 19, 2021,



Elizabeth Moya, Hearing Officer for
El Paso Housing Finance Corporation

EXHIBIT A

SUMMARY OF COMMENTS AND DISCUSSION AT PUBLIC HEARING

Other than the staffs of El Paso Housing Finance Corporation and Housing Authority of the City of El Paso in attendance at the Public Hearing, no member of the public attended the Public Hearing to speak, and thus no comments were made or discussion had about the Development or the Bonds.

GENERAL CERTIFICATE OF THE CITY

The undersigned Mayor and City Clerk of the City of El Paso, Texas (the “City”) hereby certify as follows:

1. This Certificate is executed with reference to the El Paso Housing Finance Corporation Multifamily Housing Revenue Bonds (Machuca Apartments) Series 2021 (the “Bonds”).

2. The El Paso Housing Finance Corporation (the “Issuer”) was created and authorized to act on behalf of the City, and the Articles of Incorporation and Bylaws of the Issuer were approved, by resolution of the City, dated August 28, 1979, and all amendments thereto have been approved by the City.

3. The records of the governing body of the City (the “Governing Body”) indicate that the following named persons were duly appointed and acting as directors of the El Paso Housing Finance Corporation by the Governing Body on January 27, 2021:

Name

Jerry Romero
Michael Bray
Cristina Bringas
Jim Smith
Anthony Tomasheski
Stephan Shaw
Christian Honesaker

4. The records of the governing body of the City (the “Governing Body”) indicate that the following named persons were duly appointed and acting as directors of the El Paso Housing Finance Corporation by the Governing Body on and after July 28, 2021:

Name

Jerry Romero
Michael Bray
Melanie Bailey
Jim Smith
Anthony Tomasheski
Stephan Shaw
Christian Honesaker

5. The Governing Body has not created any joint housing finance corporation as described in the Texas Housing Finance Corporations Act, Section 394.012 of the Texas Local Government Code.

6. The minutes of the Governing Body do not reflect any amendments to the Issuer's Articles of Incorporation or Bylaws which the Governing Body has not approved.

7. The minutes of the Governing Body do not reflect any action to amend the Articles of Incorporation or Bylaws of the Issuer to change the structure, organization, programs, or activities of the Issuer or to terminate the Issuer pursuant to the Texas Housing Finance Corporations Act, Section 394.016(c) of the Texas Local Government Code, as amended, or otherwise to limit the effectiveness of any of the resolutions of the Issuer authorizing issuance of the Bonds or affecting the Bond transaction in any manner.

Authorization of Attorney General to Date Certificate

8. This Certificate is submitted pursuant to 1 TAC §53.229. Upon the approval of the Bonds by the Attorney General of the State of Texas, he is authorized to date this Certificate as of the date of such approval. If any litigation should develop, or if any other event should occur which should make this Certificate inaccurate before the Attorney General's approval of the Bonds, we will notify the Attorney General at once by both telephone and facsimile transmission. With this assurance, the Attorney General is entitled to rely on the accuracy of this Certificate at the time of approval of the Bonds unless we advise him otherwise.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the City has caused this Certificate to be signed in its name as of _____, 2021.

CITY OF EL PASO, TEXAS

Mayor

ATTEST:

By: _____
City Clerk, City of El Paso

(CITY SEAL)

S-1



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-879, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Members of the City Council, Representative Henry Rivera, (915) 212-0007

AGENDA LANGUAGE:

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

Daniel Anchondo to the Districting Commission by Representative Henry Rivera, District 7.

DATE: July 28, 2021

TO: City Clerk

FROM: City Representative Henry Rivera

ADDRESS: 300 N. Campbell TELEPHONE 915.212.0007

Please place the following item on the (Check one): CONSENT X REGULAR _____

Agenda for the Council Meeting of August 3, 2021

Appointment of Daniel Anchondo to the Districting Commission by City Representative Henry

Item should read as follows: Rivera, District 7

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Districting Commission

NOMINATED BY: City Representative Henry Rivera DISTRICT: 7

NAME OF APPOINTEE Daniel Anchondo
(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:

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: n/a

EXPIRATION DATE OF INCUMBENT: n/a

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: _____
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 8.3.2021

TERM BEGINS ON : 8.3.2021

EXPIRATION DATE OF NEW APPOINTEE: 12/31/9999

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

DANIEL ANCHONDO
Attorney At Law

Daniel Anchondo was born and raised in El Paso, Texas. He Graduated from the University of Texas at El Paso (1970) where he served in the following:

1. Student Senate;
2. Vice President of the National Student Association;
3. President of the Texas Inter-Collegiate Student Association;
4. President of the Mexican American Student Association;
5. Men of Mines.

Mr. Anchondo graduated from the University of Denver School of Law (1973) where he participated and served in the following:

1. Worked with the Mexican-American Legal Defense and Education Program;
2. President of Mexican American Law Student Association;
3. Worked 1 year for the National Labor Relations Board in Denver, Colorado.

Mr. Anchondo is licensed to practice law in the following:

1. United States Supreme Court;
2. United States Court of Appeals for the 5th Circuit;
3. United States District Court for the Western District of Texas;
4. United States District Court for the Central District of Illinois;
5. State of Texas.

Upon returning to El Paso to practice law, Mr. Anchondo, served in the following:

1. El Paso Board of Equalization;
2. Grievance Committee for the El Paso Bar Association;
3. Dispute Committee for the El Paso Bar Association;
4. Law Library Committee;
5. Board member of the Board of Equalization for the City of El Paso;
6. Board member of Bridges Academy School;
7. Legal counsel for and on the Board of Directors of Life Savers Transplant Support Group, Inc., a non-profit organization for organ transplant recipients and donors;
8. Former President of the El Paso Mexican American Bar Association;
9. Former Vice President of the Texas Mexican American Bar Association;
10. Former County Attorney for El Paso County, Texas;
11. Former State Treasurer for the Democratic Party of Texas;
12. the only El Pasoan to ever serve in the State Executive Committee;
13. Committee Man for the 16th Congressional District;
14. Who=s Who in Politics;
15. Served on Board of Directors for several youth organizations;
16. Co-Founder of the Mexican American Bar Association of Texas and of the Mexican American Bar Association of El Paso;
17. Co-Founder of the Mexican American Democrats of Texas and of the Mexican American Democrats of El Paso.
18. Elected in 2006 to El Paso County Democratic Party Chairman to 2012.

Mr. Anchondo is a member of the following Professional Bar Associations:

1. El Paso Bar Association
2. Texas State Bar Association
3. National Association of Criminal Lawyers
4. American Trial Lawyers Association
5. Texas Trial Lawyers Association

Daniel Anchondo, while in law school worked as a teaching assistant in Labor Law and went on to work with the N.L.R.B. in Denver for one (1) year before returning to El Paso to work with George McAlmen whom he worked with for three (3) years.

Daniel Anchondo has practiced law in El Paso for forty-eight (48) years as a sole practitioner and is now practicing with his son, Christopher D. Anchondo.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-881, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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.

Cynthia T. Renteria to the Districting Commission by Representative Cissy Lizarraga, District 8.

DATE: July 27, 2021

TO: City Clerk

FROM: City Representative Cissy Lizarraga

ADDRESS: 300 N. Campbell St. TELEPHONE 915-212-0008

Please place the following item on the (Check one): CONSENT XX REGULAR _____

Agenda for the Council Meeting of August 3, 2021

Item should read as follows: Appointment of Cynthia T. Renteria to the Districting Commission

BOARD/COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Districting Commission

NOMINATED BY: Cissy Lizarraga DISTRICT: 8

NAME OF APPOINTEE Cynthia T. Renteria
(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: No

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: Vacant

EXPIRATION DATE OF INCUMBENT: N/A

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: _____
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: August 3, 2021

TERM BEGINS ON : 08/03/2021

EXPIRATION DATE OF NEW APPOINTEE: 12/31/9999

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Cynthia T. Renteria

Education

Ph.D. History, University of Texas at El Paso, in progress
Specialization: Borderlands

Dissertation title: Reimaging Paso del Norte: Historical Memory in the Borderland, 1980-2010

M.A. History, New Mexico State University, 2011
Specialization: Public History

B.A. History, University of Texas at El Paso, 2007

Research Interests

Historical Memory, Heritage Tourism, Modern Borderlands, Chicana History

Recent Professional Experience

Director of Community Development and Cultural Inclusion, El Calvario IAC August 2021 – Present

- Drive creation of new community development initiatives and recommendations to El Calvario IAC Executive director, board, and leadership team
- Build and maintain community partnerships in order to increase and execute programming
- Identify funding sources and assist with relevant grant writing and reporting as needed
- Ensure that economic development plans promote cultural competency and inclusion via programming based on history, development of community dialogues, workshops, and art projects
- Document the El Calvario story, including its connection to the Mesquite Historic District
- Develop El Calvario's social and economic voice as a cultural/historical/economic site with exhibits and displays

Basic Skills Instructor, Center for Employment Training (CET) January 2018 – July 2021

- Classroom instruction using a variety of techniques and approaches (group and individual lessons)
- Develops lessons and classroom materials in accordance with the Adult Education Career Pathways (AECPP) Curriculum
- Integrates vocational English into daily lessons and teaches Vocational ESL classes

Teaching Assistant, UTEP, Art History Program September 2017 – August 2021

- Graded examinations and papers assignments for three professors in the department
- Proctored exams and facilitated exams with accommodations as needed
- These duties provided for four to five courses on average per semester
- Versed in basic Art History readings, concepts, and terminology

Recent Publications

“Frontera Firme: One Year After the Walmart Shooting,” El Paso News, Accessible at <https://elpasonews.org/2020/08/03/frontera-firme-one-year-after-the-walmart-shooting/> (2020)

“Hardball History: Choosing Sides,” History@Work, National Council on Public History. Accessible at <http://publichistorycommons.org/hardball-history-renteria/> (2015)

Honors and Awards

Frances G. Harper Dissertation Research Award, 2021

Tom Lea Research Fellowship, 2015

New Mexico State University, Hispanic Caucus, Diversity and Leadership Award, 2011

New Mexico State University Hull Scholar, 2009-2010



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-829, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Alexsandra Annello to the Animal Shelter Advisory Committee by Mayor Oscar Leeser.

DATE: July 21, 2021

TO: City Clerk

FROM: Mayor Oscar Leeser

ADDRESS: 300 N. Campbell, 2nd Floor TELEPHONE (915) 212-0021

Please place the following item on the (Check one): CONSENT X REGULAR _____

Agenda for the Council Meeting of August 3, 2021

Item should read as follows: Appointment of Aleksandra Annelo to the Animal Shelter Advisory Committee by Mayor Oscar Leeser.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Animal Shelter Advisory Committee

NOMINATED BY: Oscar Leeser DISTRICT: Mayor

NAME OF APPOINTEE Aleksandra Annelo
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: El Paso 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:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: _____

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: Alexandra Annelo

EXPIRATION DATE OF INCUMBENT: 6/24/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X

RESIGNED _____

REMOVED _____

DATE OF APPOINTMENT: 8/3/2021

TERM BEGINS ON : 6/24/2021

EXPIRATION DATE OF NEW APPOINTEE: 6/23/2025

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-880, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Loretta Hyde to the Animal Shelter Advisory Committee by Mayor Oscar Leeser.

DATE: July 28, 2021

TO: City Clerk

FROM: Mayor Oscar Leeser

ADDRESS: 300 N. Campbell, 2nd Floor TELEPHONE (915) 212-0021

Please place the following item on the (Check one): CONSENT X REGULAR _____

Agenda for the Council Meeting of August 3, 2021

Item should read as follows: Appointment of Loretta Hyde to the Animal Shelter Advisory Committee by Mayor Oscar Leeser

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Animal Shelter Advisory Committee

NOMINATED BY: Oscar Leeser DISTRICT: Mayor

NAME OF APPOINTEE Loretta Hyde
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: _____ ST: TX 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:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: _____

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: Julie Rutledge

EXPIRATION DATE OF INCUMBENT: 6/28/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 8/3/2021

TERM BEGINS ON : 6/29/2021

EXPIRATION DATE OF NEW APPOINTEE: 6/23/2025

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____



Animal Rescue League of El Paso

A No Kill Rescue Organization

Programs:

Rescue Services
Rehabilitation Program
Last Litter Program
Adoptions & Placements
Crisis Response & Sheltering
Animal Abuse Education

Awards

UTEP Community Partner
(2015, 2014, 2015)

EPIED Partners in Education
(2013, 2009, 2008, 2007)

YISD Partners in Education
(2014, 2012, 2011)

Best of the Best – El Paso Inc.
Magazine, Non-Profit (*Runner-Up*
2014, 2013, 2012, 2008, 2008)

Best Animal Adoption Agency -
El Paso Magazine Best of El Paso
(2010, 2009, 2008)

Mentoring Diverse Ability Award -New
Mexico Division of Vocational
Rehabilitation (2006)

Heroes of the Pass for Animal Rescue
American Red Cross (2005, 2004)

Recognition for the Fight Against
Animal Abuse-ASPCA (2002)

Special Recognition Award-El Paso
Veterinary Medicine Association
(2002)

Community Involvement Award –
El Paso Veterinary Medicine
Association (2000)

Community Service Award -
Candlelighters Foundation for Children
with Cancer (1999)

Animal Rescue League of El Paso, Inc., is a non-profit,
501(c)(3) organization solely supported by donations and
grants. All donations are deductible to the extent allowed by
law.

Federal Tax ID #74-2729189

Our mission is to serve stray, abandoned, orphaned, abused and injured companion animals by providing medical care and shelter in times of need, locating lifelong homes, and promoting responsible pet guardianship through education, legislation and sterilization.

Loretta Hyde

Objective-Position on the advisory board for animal services.

Education-Graduated from Andress High School.

Employment-Stephen A.D. Schuster M.D.

Employed over 40 years.

Certified ABO, NCLE.

Animal Rescue League of El Paso Founder 1995.

P.O. Box 13055 · El Paso, TX 79913 · (915)877-5002
www.arlep.org / info@arlep.org



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-882, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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.

Melissa Harcrow to the Veterans Affairs Advisory Committee by Representative Cissy Lizarraga, District 8.

DATE: July 27, 2021

TO: City Clerk

FROM: City Representative Cissy Lizarraga

ADDRESS: 300 N. Campbell St. TELEPHONE 915-212-0008

Please place the following item on the (Check one): CONSENT XX REGULAR _____

Agenda for the Council Meeting of August 3, 2021

Item should read as follows: Appointment of Melissa Harcrow to the Veterans Affairs Advisory Committee

BOARD/COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Veterans Affairs Advisory Committee

NOMINATED BY: Cissy Lizarraga DISTRICT: 8

NAME OF APPOINTEE Melissa Harcrow
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: _____ ST: TX 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: No

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: L. Dean Sanders

EXPIRATION DATE OF INCUMBENT: 10/03/2021

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: _____
RESIGNED XX
REMOVED _____

DATE OF APPOINTMENT: 08/03/2021

TERM BEGINS ON : 04/09/2021

EXPIRATION DATE OF NEW APPOINTEE: 10/03/2021

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: _____

2nd TERM: _____

UNEXPIRED TERM: XX

MELISSA HARCROW

SUMMARY OF QUALIFICATIONS

- Twelve years' experience in United States Army supply chain and logistics management
- Familiar with ISO, TQM, Kaizen, and Lean Six Sigma
- Experienced in critical thinking, problem solving, research, and trend analysis
- Effective oral and written communication skills, utilized with all levels of authority and skills
- Proficient in Microsoft Word, PowerPoint, and Excel

EDUCATION

- Master of Business Administration, Concentration in Operations and Supply Chain Management
University of Texas at El Paso (UTEP) Awarded: 12/2020
- MBA Plus focused on Economics Certification Anticipated: 01/2022
- Bachelor of Science, Supply Chain and Logistics Management
Bellevue University Awarded: 03/2016

RELEVANT EXPERIENCE

General Clerk III

Advantage SCI, Fort Bliss, TX 03/2021-07/2021

- Process daily transactions to Soldier clothing records and the Central Issue Facility's (CIF) inventory
- Audit daily transactions for accuracy and correct posting errors
- Conduct causative research to resolve property record disputes
- Manage files and records in accordance with the Army Records Information Management System (ARIMS)

Administrative Support Associate

11/2017 – 01/2021

City of El Paso, El Paso, TX

- Administrative support and office management for the Office of the Mayor and a City Council Representative
- Decreased response time by three business days by conducting independent research to resolve discrepancies or gather information for constituents
- Maintained and purchased office inventory and equipment, reconciled purchases, and submitted maintenance requests monthly
- Coordinated strategic goals with 30 city departments and outside agencies on special projects

Supply and Logistics Technical Manager

07/2011 – 06/2014

U.S. Army, Fort Campbell, KY

- Chief advisor to the organization Director and Deputy Director in areas of supply operations and applicable regulatory guidance
- Performed annual audits of subordinate organizations for compliance with the Army Command Discipline Program (CSDP)
- Accountable for Army property valued at over \$560M dispersed throughout 46 locations worldwide
- Removed \$33M of excess equipment within the organization by directing transfers and returns
- Coordinated the acquisition and issue of 600 pieces of essential equipment

Logistics Supervisor

07/2008 – 06/2011

U.S. Army, Fort Bliss, TX

- Responsible for maintaining 100% of \$2.4B of critical equipment positioned globally
- Conducted quarterly and semiannual CSDP inspections of subordinate units
- Supported 2,500 employees during a hazardous conflict by managing contracts valued at over \$750K for water, ice, laundry, and other essentials
- Reached organizational strategic goals by 85% through arranging and supervising numerous equipment issues, turn-ins, and transfers
- Trained 40 employees in supply operations increasing performance by 15%

Supply Chain Manager

05/2007 – 06/2008

U.S. Army, Fort Bliss, TX

- Primary consultant to agency head in supply activities and accountable for \$37M of equipment throughout multiple conflicts
- Increased accuracy of the agency's automated equipment database by identifying and correcting deficiencies and discrepancies
- Successfully completed three inventories of 100% of equipment across two countries with zero losses
- Achieved a 95% rating on supply operations in CSDP inspection
- Awarded the Army Commendation Medal for competence and performance

Supply Specialist

07/2002 – 04/2007

U.S. Army, South Korea & Fort Hood, TX

- Assisted in managing a \$700K budget and enforcing CSDP
- Converted \$350M of equipment from obsolete automated supply accountability databases to new software with no discrepancies
- Conducted multiple inventories of equipment with 100% accuracy and no loss of equipment
- Issued over 1,000 cans of chemical decontamination solution to outside agencies during hazardous conflict increasing personnel safety
- Awarded the Army Commendation Medal and Army Achievement Medal for performance

CERTIFICATIONS

- Certified Associate in Project Management Completed: 2021

VOLUNTEER EXPERIENCE**Social Media Coordinator** Team Red, White, and Blue (RWB) 11/2020 - Present

- Enriching the lives of veterans, family members and other organizations members through regular fitness activities, social gatherings, and community service events

Secretary, Volunteer Military Student Association at UTEP 07/2019 - Present

- Tutor and mentor other military affiliated students and serve the community on and off campus
- Connect military students with resources and opportunities to ensure success for academic, physical, and mental achievement

President, Parent Teacher Student Assoc. at Mission Early College H.S. 01/2019 - Present

- Serves Mission Early College High School families by partnering with parents and teachers to help students thrive and succeed
- Fundraises for student scholarships



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-852, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

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

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

AGENDA DATE:

PUBLIC HEARING DATE: August 3, 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

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

DEPARTMENT HEAD:



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

TAX REFUNDS
Aug 3, 2021

1. TexTape, Inc., in the amount of \$4,086.38, made an overpayment on January 4, 2021 of 2020 taxes.
(Geo. #R700-999-0010-0100)
2. Circle K Stores, Inc., in the amount of \$5,330.15, made an overpayment on January 30, 2021 of 2020 taxes.
(Geo. #0824-999-0908-0034)
3. The Hillman Group, in the amount of \$3,900.94, made an overpayment on November 20, 2020 of 2020 taxes.
(Geo. #08SS-999-1088-2134)

Laura D. Prine
City Clerk

Shayla Mack for Maria O. Pasillas
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

298

CIRCLE K STORE INC
 P.O. BOX 52085
 PHOENIX, AZ 85072

OP
ASD

Geo No. 0824-999-0908-0034	Prop ID 453634
Legal Description of the Property #1373 INV FURN CMP MACH SIGN	
10650 N GATEWAY BLVD	TAX OFFICE RECEIVED
OWNER: CIRCLE K STORES INC	JUL 21 2021

2020 OVERAGE AMOUNT \$5,330.15

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: Circle K Stores, Inc.			
	Address: PO Box 52085, DC-17			
	City, State, Zip: Phoenix, AZ 85072			
Daytime Phone No.: (602) 728-8000		E-Mail Address: bleach@circlek.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
	Circle K Stores, Inc.	Online Payment Conf #3573678	01/30/21	5,330.15
	Circle K Stores, Inc.	Online Payment Conf #3566944	01/30/21	5,330.15
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<i>Brian Leach</i>		Brian Leach 07/21/21	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <i>[Signature]</i> Date: <i>07/21/2021</i>				

ANDREA
ACT80122 v1.90

07/21/2021 15:23:48
ACTEP

DEPOSIT Remittance Detail

Summary Query

OP +2500

Summary

Deposit No	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
EC02012198	082499909080034									
Check/Receipt Images	Deposit No.	Receipt Date	Remt Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Payer
	EC02012198	01/30/2021	46830455	CC003573682	✓ EC	\$5,330.15	✓ \$5,330.15	LG	082499909080034	29411489-CIRCLE K STO
	EC02012198	01/30/2021	46829790	CC003566944	✓ EC	\$5,330.15	✓ \$5,330.15	PA	082499909080034	29410828-CIRCLE K STO
	EC01212098	01/21/2020	43048488	CC002791615	EC	\$5,512.27	\$5,512.27	PA	082499909080034	27571678-CIRCLE K STO
	AC02061988	01/31/2019	40647488	10301357	CH	\$922,825.68	\$7,749.22	PA	082499909080034	1735884-CIRCLE K STOR
*	TC1221840011	01/22/2018	37197548	52954	CH	\$851,152.05	\$2,655.72	PA	082499909080034	VALERO CORNER STORE
	RD2774492	08/29/2017	31215805	0000205829	CH	\$901.02	\$901.02	RD	082499909080034	25581811-VALERO CORI
	RD2774492	08/29/2017	28532782	0000205829	CH	\$307.82	\$307.82	RD	082499909080034	25581811-VALERO CORI
	RD2774597	08/29/2017	34781221	0000205829	CH	\$957.84	\$957.84	RD	082499909080034	25581811-VALERO CORI
	RD2731442	04/12/2017	24434821	0000203482	CH	\$572.11	\$572.11	RD	082499909080034	25456011-VALERO CORI
	RC170812	01/31/2017	34781221	80410924	CH	\$957.84	\$957.84	TR	082499909080034	25581811-VALERO CORI
	RC170812	01/31/2017	34781221	80410924	CH	\$957.84	\$957.84	TR	082499909080034	VALERO CORNER STORE
	RF170803	01/31/2017	34781221	80410924	CH	\$0.00	\$0.00	DA	082499909080034	23622177-CST SERVICES
						Applied Total	\$111,812.84			



TAX OFFICE RECEIVED

JUN 20 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

HILLMAN GROUP THE INC
8990 S KYRENE RD
TEMPE, AZ 85284-2907

Handwritten: OK + 2500

Geo No. 08SS-999-1088-2134	Prop ID 518517
Legal Description of the Property LEASED MACH IN TDC 34 MISC FILE NO. 34	
OWNER HILLMAN GROUP THE INC	

2020 OVERAGE AMOUNT \$3,900.94 ✓

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. Who should the refund be issued to:
 Show information for whomever will be receiving the refund.

Name: *The Hillman Group*
 Address: *10590 Hamilton Ave* ✓
 City, State, Zip: *Cincinnati OH 45231*
 Daytime Phone No.: *513 826-5371* E-Mail Address: *Crystal Golden @ hillmangrp.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
	<i>913152</i>	<i>11/20/20</i>	<i>6190.84</i>
	<i>912896</i>	<i>11/12/20</i>	<i>9024.84</i>
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): *Crystal Golden* PRINTED NAME & DATE: *Crystal Golden 7/15/2021* ✓

June 7/21/21

TAX OFFICE USE ONLY: Approved Denied By: *[Signature]* Date: *07/21/2021* ✓

Notes

Go To

ANDREA
ACT80122 v1.90

07/21/2021 13:41:25
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
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T1112200010	08SS99910882134				
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OP

Check/Receipt Images	Deposit No	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
*	X1120202000	11/20/2020	44961117	13152 ✓	CH ✓	\$6,190.84	\$3,900.94	LG	08SS99910882134	HILLMAN GROUP THE INC
*	T1112200010	11/12/2020	44865208	12896 ✓	CH ✓	\$9,024.84	\$3,900.94	PA	08SS99910882134	HILLMAN GROUP THE INC
	A12241992	12/24/2019	42298194	00900928	CH	\$10,224.52	\$4,294.44	AA	08SS99910882134	HILLMAN GROUP THE INC
*	T1221180001	12/21/2018	39426204	84392	CH	\$9,128.25	\$2,119.18	PA	08SS99910882134	HILLMAN GROUP THE INC
	A112017	11/20/2017	36019700	00882201	CH	\$5,127.58	\$3,083.08	PA	08SS99910882134	HILLMAN GROUP THE INC
*	X1118162000	11/18/2016	33081416	36522	CH	\$4,589.08	\$2,600.15	PA	08SS99910882134	HILLMAN GROUP THE INC
*	X1120152001	11/20/2015	29968002	14988	CH	\$4,052.82	\$1,994.22	PA	08SS99910882134	HILLMAN GROUP THE INC
*	X1114142000	11/14/2014	28940440	89822	CH	\$4,414.85	\$1,923.25	PA	08SS99910882134	HILLMAN GROUP THE INC
*	X1211132000	12/11/2013	24364905	08780	CH	\$1,808.82	\$834.52	PA	08SS99910882134	HILLMAN GROUP THE INC
*	X1113132005	11/13/2012	21488109	98750	CH	\$2,086.24	\$780.15	PA	08SS99910882134	HILLMAN GROUP THE INC
*	X1104112000	11/04/2011	19009280	88954	CH	\$1,363.92	\$492.52	PA	08SS99910882134	HILLMAN GROUP THE INC
*	X1022102001	10/22/2010	16626720	78617	CH	\$1,120.02	\$209.80	PA	08SS99910882134	HILLMAN GROUP THE INC

Applied Total	\$27,501.26
---------------	-------------



TAX OFFICE RECEIVED
JUL 12 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

LONE STAR COMPANY OF EL PASO INC
6701 N MESA
EL PASO, TX 79912

OP
Receipt
+2500

Geo No. R700-999-0010-0100	Prop ID 116181
Legal Description of the Property 1 ROCKET WAREHOUSE PARK #3 I (EXC NLY & SELY PTS) (16.1265 AC) AMEEN AVE 79924 OWNER: TEXTAPE INC	

2020 OVERAGE AMOUNT \$4,086.38

1. CITY OF EL PASO. 5. SULETA 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:	TextTape, Inc.	Attn:	Douglas E. Scott
	Address:	915 Pendale Rd.		
	City, State, Zip:	El Paso, TX 79907		
	Daytime Phone No.:	915-595-1525	E-Mail Address:	dscott@textape.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
	Lone Star Title Company of El Paso	389135	1/4/21	\$13,950.58
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)	PRINTED NAME & DATE		
	By: <i>Pearl M. Burkett</i>	Lone Star Title Company of El Paso July 7, 2021		
TAX OFFICE USE ONLY:		<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <i>[Signature]</i> Date: <i>07/15/2021</i>

Notes

Go To:

ANDREA
ACT80122 v1.90

07/19/2021 14:57:56
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
B01052175	R70099900100100									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A06012179	06/01/2021	47470929	17537	CH	\$10.00	\$10.00	TC	R70099900100100	28384254-CEA GROUP
	A01152179	01/15/2021	46016186	17421	CH	\$10.00	\$10.00	TC	R70099900100100	28384254-CEA GROUP
	B01052175	01/04/2021	45662955	389135	CH	\$13,950.58	\$13,950.58	LG	R70099900100100	27259532-LONE STAR CI
	R030221998	01/04/2021	45662955	389135	CH	\$0.00	\$9,864.20	TR	R70099900100100	27259532-LONE STAR CI
	R030221998	01/04/2021	45662955	389135	CH	\$0.00	\$9,864.20	LG	R70099900100100	27259532-LONE STAR CI
	RC210715	01/04/2021	45662955	389135	CH	\$4,086.38	\$4,086.38	TR	R70099900100100	29919645-TEXTAPE INC
	RC210715	01/04/2021	45662955	389135	CH	\$4,086.38	\$4,086.38	TR	R70099900100100	27259532-LONE STAR CI
	A12191993	12/19/2019	42346951	39304	CH	\$13,555.76	\$13,555.76	PA	R70099900100100	5010-STEWART TITLE CC
	A06121941	06/12/2019	41313953	3194	CH	\$10.00	\$10.00	TC	R70099900100100	TEXTAPE INC
	A06121941	06/12/2019	41313954	3194	CH	\$10.00	\$10.00	TC	R70099900100100	TEXTAPE INC
	EC01251998	01/25/2019	40218260	CC002312848	EC	\$10,775.46	\$10,775.46	PA	R70099900100100	27002622-TEXTAPE INC
	EC01301898	01/30/2018	37443366	CC001912111	EC	\$14,290.57	\$14,290.57	PA	R70099900100100	26124890-TEXTAPE INC
Applied Total							\$337,396.36			



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-853, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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 D)

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

AGENDA DATE: August 3, 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? X YES NO

PRIMARY DEPARTMENT: Tax Office
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Sheryl R. Mack for Maria O. Pasillas

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

TAX REFUNDS OVER THREE (3) YEARS
August 3, 2021

1. Yolanda Martinez, in the amount of \$16.61, made an overpayment on March 08, 2017 of 2016 taxes.
(Geo. # 2002-000-2249-0059)
2. Lilia J. Hidalgo-Almonte, in the amount of \$25.00, made an overpayment on January 31, 2018 of 2017 taxes.
(Geo. #G686-999-0590-2200)
3. Irma Y. Pineda, in the amount of \$75.69, made an overpayment on April 30, 2018 of 2017 taxes.
(Geo. # R433-999-0010-3700)
4. Luis C. Saenz, in the amount of \$19.81, made an overpayment on January 19, 2017 of 2016 taxes.
(Geo. #L217-999-007E-2900)
5. Younis Revocable Trust, in the amount of \$20.00, made an overpayment on November 20, 2017 of 2017 taxes.
(Geo. #L447-999-0400-5100)
6. Leon Insurance, in the amount of \$22.29, made an overpayment on March 7, 2017 of 2016 taxes.
(Geo. #0602-999-1022-2334)
7. Leon Insurance, in the amount of \$29.18, made an overpayment on February 28, 2018 of 2017 taxes.
(Geo. #0602-999-1022-2334)
8. Sergio Pedraza, in the amount of \$58.01, made an overpayment on January 30, 2018 of 2017 taxes.
(Geo. #08SS-000-1083-6059)
9. Chaf's Auto Sales Inc., in the amount of \$97.87, made an overpayment on January 23, 2017 of 2016 taxes.
(Geo. #1994-999-1803-0042)
10. Royal Cup Inc., in the amount of \$9.27, made an overpayment on April 16, 2018 of 2017 taxes.
(Geo. #2003-999-3873-0042)

11. Lone Star Title Company, in the amount of \$23.32, made an overpayment on July 31, 2017 of 2016 taxes.
(Geo. #C849-999-0220-7100)
12. Lone Star Title Company, in the amount of \$93.00 made an overpayment on July 31, 2017 of 2016 taxes.
(Geo. #E275-000-0100-0260)
13. PTS Texas Title, in the amount of \$100.00, made an overpayment on December 13, 2016 of 2016 taxes.
(Geo. #P586-999-0150-0100)
14. Lone Star Title Company, in the amount of \$193.09, made an overpayment on May 1, 2017 of 2016 taxes.
(Geo. #P656-999-0050-0500)
15. Lone Star Title Co., in the amount of \$93.88, made an overpayment on November 13, 2017 of 2017 taxes.
(Geo. #T109-999-0010-4400)
16. Lone Star Title Co., in the amount of \$98.09, made an overpayment on February 28, 2018 of 2017 taxes.
(Geo. #X091-999-000B-4100)

Laura D. Prine
City Clerk


Maria O. Pasillas, RTA
Tax Assessor Collector



Internal Audit Office

MAYOR
Oscar Leoser

DATE: July 12, 2021

CITY COUNCIL

TO: Maria O. Pasillas, Tax Assessor/Collector

District 1
Peter Svarzbein

FROM: Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor 

SUBJECT: Review of Tax Overpayment Refunds that Exceed Three Years

District 2
Alexandra Anello

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.

District 3
Cassandra Hernandez

District 4
Joe Molinar

The following Tax Overpayment Refunds that exceeded a three-year period were reviewed:

District 5
Isabel Salcido

YOLANDA MARTINEZ	2002-000-2249-0059	\$16.61
LILIA HIDALGO	G686-999-0590-2200	\$25.00
IRMA PINEDA	R433-999-0010-3700	\$75.69
LUIS SAENZ	L217-999-007E-2900	\$19.81

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

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 1 to 3 days to process the applications received and send for review.

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

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.

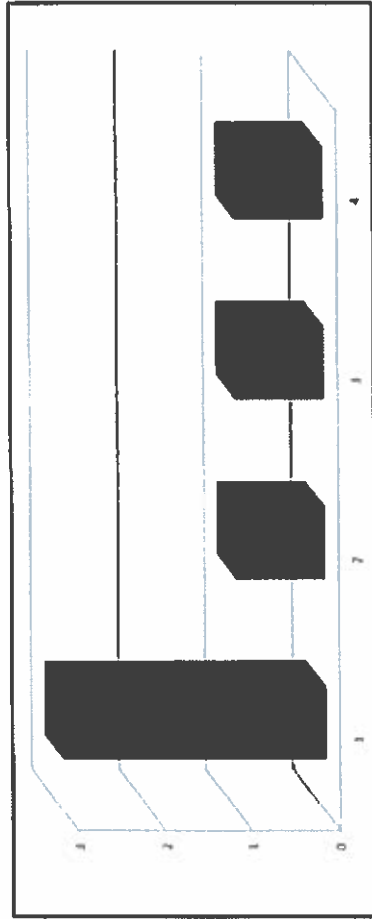
cc: Tomas Gonzalez, City Manager
Robert Cortinas, Deputy City Manager of Support Services & Chief Financial Officer

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 07/05/2021 Reviews - Over Three Years

Rank	Refund Tx	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	Transit Days from Date Proof of Payment to Date Received by Internal Audit	Date Internal Audit Reviewed Application	Comments
1	YOLANDA MARTINEZ	2002-000-2249-0059	\$16.61	7/6/2021	7/6/2021	7/8/2021	7/9/2021	3	7/12/2021	
2	LILIA J. HIDALGO	6686-999-0590-2100	\$25.00	7/8/2021	7/8/2021	7/8/2021	7/9/2021	1	7/12/2021	
3	IRMA PINEDA	R433-999-0010-3700	\$75.69	7/8/2021	7/8/2021	7/8/2021	7/9/2021	1	7/12/2021	
4	LUIS SAENZ	1217-999-007E-2900	\$19.81	7/8/2021	7/8/2021	7/8/2021	7/9/2021	1	7/12/2021	
			<u>\$137.11</u>							



Legend
 0-30 Days
 31-60 Days
 61-90 Days



Internal Audit Office

MAYOR
Oscar Leoser

DATE: July 9, 2021

CITY COUNCIL

TO: Maria O. Pasillas, Tax Assessor/Collector

District 1
Peter Svarzbein

FROM: Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor 

SUBJECT: Review of Tax Overpayment Refunds that Exceed Three Years

District 2
Alexandra Anello

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.

District 3
Cassandra Hernandez

District 4
Joe Molinar

The following Tax Overpayment Refunds that exceeded a three-year period were reviewed:

District 5
Isabel Salcido

YOUNIS REVOCABLE TRUST	L447-999-0400-5100	\$20.00
LEON INSURANCE	0602-999-1022-2334	\$22.29
LEON INSURANCE	0602-999-1022-2334	\$29.18
SERGIO PEDRAZA	08SS-000-1083-6059	\$58.01
CHAFA AUTO SALES INC	1994-999-1803-0042	\$97.87
ROYAL CUP INC	2003-999-3873-0042	\$9.27
LONE STAR TITLE COMPANY	C849-999-0220-7100	\$23.32
LONE STAR TITLE COMPANY	E275-000-0100-0260	\$93.00
PTS TEXAS TITLE	P586-999-0150-0100	\$100.00
LONE STAR TITLE	P656-999-0050-0500	\$193.09
LONE STAR TITLE	T109-999-0010-4400	\$93.88
LONE STAR TITLE	X091-999-000B-4100	\$98.09

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

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 5 to 13 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.

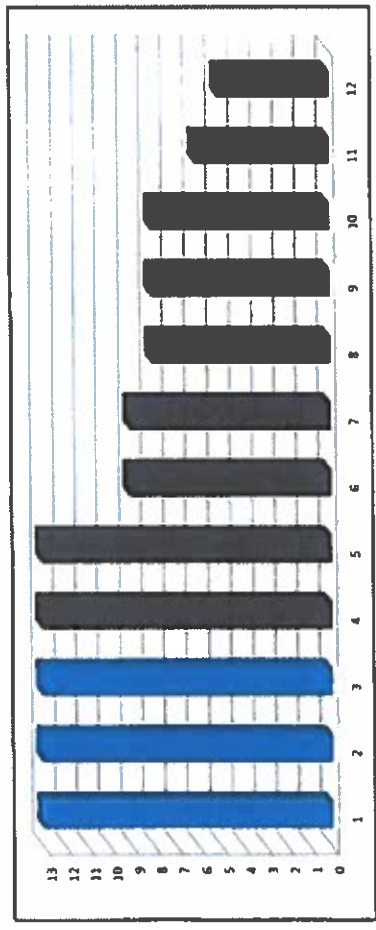
cc: Tomas Gonzalez, City Manager
Robert Cortinas, Deputy City Manager of Support Services & Chief Financial Officer

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 07/05/2021 Reviews-Over Three Years

Refund Tr.	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	Over 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	849-999-0220-7100	\$33.32	6/23/2021	6/24/2021	7/6/2021	7/7/2021	13	6/27/2021		
2	75-000-0100-0260	\$93.00	6/23/2021	6/24/2021	6/29/2021	7/7/2021	13	6/29/2021		
3	656-999-0050-0500	\$193.09	6/23/2021	6/24/2021	6/29/2021	7/7/2021	13	6/30/2021		
4	109-999-0010-1400	\$93.88	6/23/2021	6/24/2021	6/29/2021	7/7/2021	13	7/1/2021		
5	091-999-0008-4100	\$98.09	6/23/2021	6/24/2021	6/29/2021	7/7/2021	13	7/2/2021		
6	855-000-1081-6059	\$58.01	6/23/2021	6/28/2021	6/30/2021	7/7/2021	9	6/24/2021		
7	999-999-1803-0042	\$97.87	6/15/2021	6/29/2021	7/1/2021	7/7/2021	8	6/25/2021		
8	602-999-1022-2334	\$29.18	6/23/2021	6/29/2021	7/1/2021	7/7/2021	8	6/23/2021		
9	602-999-1022-2334	\$29.18	6/23/2021	6/29/2021	7/1/2021	7/7/2021	8	6/23/2021		
10	003-999-3873-0042	\$9.27	6/23/2021	6/29/2021	7/1/2021	7/7/2021	8	6/26/2021		
11	447-999-0400-5100	\$30.00	7/1/2021	7/1/2021	7/7/2021	7/7/2021	6	6/21/2021		
12	586-999-0150-0100	\$100.00	6/24/2021	7/2/2021	7/2/2021	7/7/2021	5	6/29/2021		
		\$818.00								



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, Yolanda Martinez (“Taxpayer”) has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on March 08, 2017 in the amount of \$16.61 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 Yolanda Martinez 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 \$16.61 is approved.

APPROVED this _____ day of _____ 2021.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wald N. Vizcarra

APPROVED AS TO CONTENT:

Sheryl R. Mack for Maria O. Rosillas

Wendi N. Vineyard
Assistant City Attorney

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
JUL 06 2021

MARTINEZ YOLANDA
PO BOX 1732
SAN ELIZARIO, TX 79849

R + 3yrs

Geo No. 2002-000-2249-0059	Prop ID 505429
Legal Description of the Property INV FF 896 S HORIZON BLVD	
OWNER: OSCAR'S BARBER SHOP	

2016 OVERAGE AMOUNT \$16.61

4: CITY OF SOCORRO. 6: COUNTY OF EL PASO. 7: EL PASO COMMUNITY COLLEGE. 8: UNIVERSITY MEDICAL CENTER OF EL PASO. 9: SOCORRO ISD. 25: LWR VALLEY WTR DISTRICT. 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 whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <i>YOLANDA MARTINEZ</i>			
	Address: <i>896 HORIZON BLVD</i>			
	City, State, Zip: <i>SOCORRO TX 79927</i>		Daytime Phone No.: <i>915/626-7840</i>	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
		<i>0000115405</i>	<i>3/8/17</i>	<i>\$97.24</i>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<i>Yolanda Martinez</i>		<i>YOLANDA MARTINEZ</i>	
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <i>[Signature]</i>	Date: <i>07/08/2021</i>

Notes

Go To:

LUZR
ACT80122 v1.90

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
A03081779	200200022490059									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EB0106211000	01/06/2021	45798869	43615	CH	\$105.97	\$105.97	PA	200200022490059	OSCAR'S BARBER SHOF
	A12241981	12/24/2019	42398061	0000115775	CH	\$105.69	\$105.69	PA	200200022490059	25426426-MARTINEZ YOL
	A11201865	11/20/2018	38970521	0000115654	CH	\$80.24	\$80.24	PA	200200022490059	OSCAR'S BARBER SHOF
	A01101865	01/10/2018	36889144	115526	CH	\$85.56	\$85.56	PA	200200022490059	OSCAR'S BARBER SHOF
	A03081779	03/08/2017	35037142	0000115405	CH	\$97.24	\$80.63	PA	200200022490059	25426426-MARTINEZ YOL
	A03081779	03/08/2017	35037142	0000115405	CH	\$97.24	\$16.61	LG	200200022490059	25426426-MARTINEZ YOL
	A01271676	01/27/2016	31296570		CA	\$100.00	\$64.12	PA	200200022490059	OSCAR'S BARBER SHOF
	A01051448	01/05/2015	27653390		CA	\$2120.00	\$50.06	AA	200200022490059	OSCAR'S BARBER SHOF
	A03181469	03/18/2014	26023889	2626	CH	\$55.23	\$55.23	PA	200200022490059	OSCAR'S BARBER SHOF
	A03071354	02/28/2013	23216939	2543	CH	\$58.29	\$58.29	PA	200200022490059	OSCAR'S BARBER SHOF
*	X0130122010	01/30/2012	20245049	02464	CH	\$67.40	\$42.21	PA	200200022490059	OSCAR'S BARBER SHOF
*	X0106111000	01/06/2011	17470934	02347	CH	\$38.44	\$38.44	PA	200200022490059	OSCAR'S BARBER SHOF
Applied Total							\$2,176.74			

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, Lilia J. Hidalgo-Almonte through Lilia J. Hidalgo (“Taxpayer”) has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on January 31, 2018 in the amount of \$25.00 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 Lilia J. Hidalgo 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 \$25.00 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

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Sheryl R. Mack for Maria O. Pasillas

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
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JUL 08 2021

HIDALGO LILIA J
3617 IDALIA AVE
EL PASO, TX 79930-5417

[Handwritten signature]

Geo No. G686-999-0590-2200	Prop ID 283393
Legal Description of the Property 59 GRANDVIEW 8 & 9 (6000 SQ FT) 3617 IDALIA AVE 79930	
OWNER: HIDALGO LILIA J	

2017 OVERAGE AMOUNT \$25.00

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: <i>Lilia J. Hidalgo-Almonte</i>			
	Address: <i>529 Delaney</i>			
	City, State, Zip: <i>El Paso, TX 79938</i>			
Daytime Phone No.: <i>915-494-0594</i>		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
	<i>Check # 5313</i>	<i>03520</i>	<i>1/31/18</i>	<i>\$1,296.57</i>
	<i>deposited to checking acct</i>			
TOTAL AMOUNT PAID (sum of the above amounts)				
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Lilia J. Hidalgo-Almonte</i>		PRINTED NAME & DATE <i>Lilia J. Hidalgo-Almonte</i>	
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <i>[Signature]</i>	Date: <i>07/08/2021</i>

Notes

Go To:

LUZR
ACT80122 v1.90

ACCOUNT NO (G68699905902200): PAID PAYMENT AGREEMENT #67952. BEGIN DATE: 04/30/2011,
END DATE: 01/31/2012. MONTHLY PAYMENT AMOUNT: \$207.69. NO OF ACCTS: 1

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
T02011840003	G68699905902200				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A02082195	02/01/2021	46851154	5084	CH	\$2,121.83	\$2,121.83	PA	G68699905902200	29513287-ALMONTE ARTI
	A02282092	02/28/2020	43819872		CA	\$2,301.66	\$2,241.66	PA	G68699905902200	HIDALGO LILIA J
	A02281986	02/28/2019	40854234	589	CH	\$2,061.70	\$2,061.70	PA	G68699905902200	HIDALGO LILIA J
	RC210708	01/31/2018	37638578	03520	CH	\$25.00	\$25.00	TR	G68699905902200	29911643-HIDALGO-ALMC
	RC210708	01/31/2018	37638578	03520	CH	\$25.00	\$25.00	TR	G68699905902200	HIDALGO LILIA J
*	T02011840003	01/31/2018	37638578	03520	CH	\$1,296.57	\$1,271.57	PA	G68699905902200	HIDALGO LILIA J
*	T02011840003	01/31/2018	37638578	03520	CH	\$1,296.57	\$25.00	LG	G68699905902200	HIDALGO LILIA J
	A10121765	10/12/2017	35715546	527699276	CH	\$25.00	\$25.00	PA	G68699905902200	HIDALGO LILIA J
	R92017	10/06/2017	35588657	516490468	CH	\$0.00	\$0.00	TR	G68699905902200	HIDALGO LILIA J
	R92017	10/06/2017	35423989	507330085	CH	\$0.00	\$0.00	TR	G68699905902200	HIDALGO LILIA J
	R92017	10/06/2017	35355516	504817344	CH	\$0.00	\$0.00	TR	G68699905902200	HIDALGO LILIA J
	R92017	10/06/2017	35232031	498541489	CH	\$0.00	\$0.00	TR	G68699905902200	HIDALGO LILIA J

Applied Total	\$43,778.73
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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, Reymundo Gallardo and Irma Y. Pineda ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on April 30, 2018 in the amount of \$75.69 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 Reymundo Gallardo and Irma Y. Pineda 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 \$75.69 is approved.

APPROVED this _____ day of _____ 2021.

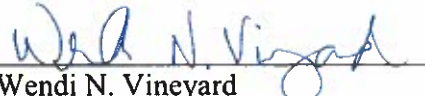
CITY OF EL PASO:

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

TAX OFFICE RECEIVED
JUL 08 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

Geo No. R433-999-0010-3700	Prop ID 53169
Legal Description of the Property RICHLAND GARDENS S 1/2 OF TR 19 (0.241 AC) 421 GRACE PL	
OWNER: GALLARDO REYMUENDO	

GALLARDO REYMUENDO
PINEDA IRMA Y
421 GRACE PL
EL PASO, TX 79915-3023

OP
x34ybs

2017 OVERAGE AMOUNT \$75.69

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:	Irma Pineda		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Address:	421 Grace PL		
	City, State, Zip:	EL PASO TX 79915		
	Daytime Phone No.:	256-6161	E-Mail Address:	
	Payment made by:	Check No.	Date Paid	Amount Paid
Step 3. Provide reason for this refund. Please list any accounts and or years that you intended to pay with this overage.	TOTAL AMOUNT PAID (sum of the above amounts)			
	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund. <input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. <input type="checkbox"/> I want this payment applied to next year's taxes. <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
TAX OFFICE USE ONLY:	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<i>Irma Pineda</i>		Irma Pineda	
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <i>[Signature]</i>	Date: <i>07/08/2021</i>	

Jue 7/14/21

Notes

Go To :

LUZR
ACT80122 v1.90

ACCOUNT NO (R43399900103700)- PAID RESIDENTIAL PAYMENT AGREEMENT #88399. BEGIN DATE: 05/31/2017. END DATE: 04/30/2018. MONTHLY PAYMENT AMOUNT: \$466.46. YEARS: 2013,2014,2015.

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.						
A05021881	R43399900103700										
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer	
	A03312195	03/31/2021	47214593	R209804622170	CH	\$110 00	\$110 00	PA	R43399900103700	GALLARDO REYMUNDO	
	A03312195	03/31/2021	47214592	R209804622160	CH	\$1,000 00	\$1,000 00	PA	R43399900103700	GALLARDO REYMUNDO	
	O020121243	02/01/2021	46766321		CA	\$1,200 00	\$1,200 00	PA	R43399900103700	29478163-GALLARDO RE	
	A05212075	05/21/2020	44195035	19-109320247	CH	\$380 00	\$380 00	PA	R43399900103700	GALLARDO REYMUNDO	
	R9202067	05/21/2020	44195035	19-109320247	CH	\$0 00	\$0 00	TR	R43399900103700	GALLARDO REYMUNDO	
	B04012081	03/31/2020	44010300	R208911580108	CH	\$400 00	\$400 00	PA	R43399900103700	GALLARDO REYMUNDO	
	A02062079	02/06/2020	43639839		CA	\$400 00	\$400 00	PA	R43399900103700	GALLARDO REYMUNDO	
	A01282079	01/28/2020	43270731		CA	\$1,100 00	\$1,100 00	PA	R43399900103700	GALLARDO REYMUNDO	
	O121218242	12/12/2018	39287099		CH	\$2,099 84	\$2,099 84	PA	R43399900103700	26758390-GALLARDO RE	
	A05021881	04/30/2018	38210216	9327038369	CH	\$470 00	\$75 69	LG	R43399900103700	GALLARDO REYMUNDO	
	A05021881	04/30/2018	38210216	9327038369	CH	\$470 00	\$394 31	PA	R43399900103700	GALLARDO REYMUNDO	
	A03301884	03/30/2018	38082328	9339026211	CH	\$470 00	\$470 00	PA	R43399900103700	GALLARDO REYMUNDO	
Applied Total								\$39,441 52			

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, Luis C. Saenz ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on January 19, 2017 in the amount of \$19.81 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 Luis C. Saenz 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 \$19.81 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

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Shouf K. Mack for Maria O. Pasillas

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

TAX OFFICE
RECEIVED
JUL 08 2021

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

SAENZ LUIS C
9356 CANNES CIR
EL PASO, TX 79907-3435

*OP
+ 3425*

Geo No. L217-999-007E-2900	Prop ID 190137
Legal Description of the Property 7-E LE BARRON PARK REPLAT C LOT 15 9356 CANNES CIR 79907	
OWNER: SAENZ LUIS C	

2016 OVERAGE AMOUNT \$19.81

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: <i>Luis C. Saenz</i>			
	Address: <i>9356 Cannes Cir</i>			
	City, State, Zip: <i>El Paso Tx 79907</i>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: <i>915-257-7748</i>		E-Mail Address: <i>lcsaenz7@yahoo.com</i>	
	Payment made by: Check No. <i>24299904385</i> Date Paid <i>1/19/17</i> Amount Paid <i>\$260.00</i>			
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
<i>June 7/16/21</i>	SIGNATURE OF REQUESTOR (REQUIRED) <i>Luis Saenz</i>		PRINTED NAME & DATE <i>Luis Saenz</i>	
	TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		By: <i>[Signature]</i> Date: <i>07/08/2021</i>	

Notes

Go To

LUZR
ACT80122 v1.90

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A01191775	L217999007E2900				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC01042198	01/03/2021	45676460	CC003362916	EC	\$925 89	\$925 89	PA	L217999007E2900	29036555-LUIS CESAR S/
	EC01212098	01/18/2020	43047700	CC002782059	EC	\$926 73	\$926 73	PA	L217999007E2900	27971112-DANIEL R SAEI
	EC05281998	05/24/2019	41247835	CC002514494	EC	\$779 21	\$779 21	PA	L217999007E2900	27412258-DANIEL SAENZ
	A03261986	03/26/2019	41001596	2228	CH	\$210 00	\$210 00	PA	L217999007E2900	SAENZ LUIS C
	A09041865	08/30/2018	38588626	25297353990	CH	\$132 76	\$132 76	PA	L217999007E2900	SAENZ LUIS C
	A04191881	04/19/2018	38169708	25040330548	CH	\$333 34	\$333 34	PA	L217999007E2900	SAENZ LUIS C
	A01241883	01/24/2018	37191118	25053200752	CH	\$333 34	\$333 34	PA	L217999007E2900	SAENZ LUIS C
	A01191775	01/19/2017	34117399	24299904385	CH	\$260 00	\$19 81	LG	L217999007E2900	SAENZ LUIS C
	A01191775	01/19/2017	34117399	24299904385	CH	\$260 00	\$240 19	PA	L217999007E2900	SAENZ LUIS C
*	X1215161004	12/15/2016	33373346	17028	CH	\$260 00	\$260 00	PA	L217999007E2900	SAENZ LUIS C
	A11081679	11/08/2016	32895841	24199904474	CH	\$260 00	\$260 00	PA	L217999007E2900	SAENZ LUIS C
	A06061665	06/06/2016	32345626		CA	\$390 00	\$384 50	PA	L217999007E2900	SAENZ LUIS C

Applied Total \$23,195.19

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, Younis Revocable Trust ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on November 20, 2017 in the amount of \$20.00 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 Younis Revocable Trust 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 \$20.00 is approved.

APPROVED this _____ day of _____ 2021.

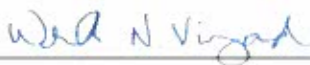
CITY OF EL PASO:

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



TAX OFFICE RECEIVED
JUL 01 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

YOUNIS REVOCABLE TRUST
PO BOX 1291
ALTO, NM 88312-1291

OP / 134yes

Geo No. L447-999-0400-5100	Prop ID 317893
Legal Description of the Property 40 LOGAN HEIGHTS 19 & 20 (6000 SQ FT) 4024 FLORY AVE	
OWNER YOUNIS REVOCABLE TRUST	
2017 OVERAGE AMOUNT \$20.00	

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			
	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
		4486	11/20/17	\$2,480.61
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s). escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<i>June 7/7/21</i>		TRUSTEE MARIA PASILLAS G. YOUNIS	
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <i>[Signature]</i>	Date: <i>07/07/2021</i>

Notes

Go To :

LUZR
ACT80122 v1.90

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No	Check No	Payment Amount	Payment Agreement No.
A11201775	L44799904005100				

Check/Receipt Images	Deposit No	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
*	T12102000004	12/10/2020	45223903	05912	CH	\$2,308.19	\$2,308.19	PA	L44799904005100	YOUNIS REVOCABLE TR
*	T11121900003	11/12/2019	41864716	05421	CH	\$2,272.19	\$2,272.19	PA	L44799904005100	YOUNIS REVOCABLE TR
	A12191865	12/19/2018	39356187	4983	CH	\$4,130.72	\$2,212.90	PA	L44799904005100	YOUNIS REVOCABLE TR
	A11201775	11/20/2017	36019066	4486	CH	\$2,480.61	\$20.00	LG	L44799904005100	YOUNIS REVOCABLE TR
	A11201775	11/20/2017	36019066	4486	CH	\$2,480.61	\$2,460.61	PA	L44799904005100	YOUNIS REVOCABLE TR
	A01041778	01/04/2017	33736436	4070	CH	\$2,341.74	\$2,341.74	PA	L44799904005100	YOUNIS REVOCABLE TR
	A01201623	01/20/2016	31052971	3638	CH	\$2,304.49	\$2,304.49	PA	L44799904005100	20393554-YOUNIS REVOC
	A12011472	11/30/2014	27067225	3080	CH	\$2,274.87	\$2,274.87	PA	L44799904005100	YOUNIS REVOCABLE TR
	A12241354	12/24/2013	24525622	2619	CH	\$2,232.44	\$2,232.44	PA	L44799904005100	YOUNIS REVOCABLE TR
*	X0110131004	01/10/2013	22327394	00575	CH	\$2,168.81	\$2,168.81	PA	L44799904005100	FERNANDEZ JESUS & JL
*	X0130122003	01/30/2012	20244577	00418	CH	\$3,337.79	\$2,130.31	PA	L44799904005100	FERNANDEZ JESUS & JL
*	X0112112000	01/12/2011	17538718	00271	CH	\$2,727.85	\$2,112.97	PA	L44799904005100	FERNANDEZ JESUS & JL
Applied Total							\$50,766.60			

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, Leon Insurance (“Taxpayer”) has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on March 7, 2017 in the amount of \$22.29 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 Leon Insurance 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 \$22.29 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

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Sheryl R. Mack for Maria O. Pasillas

Maria O. Pasillas, RTA
Tax Assessor/Collector

TAX OFFICE RECEIVED JUN 29 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

LEON INSURANCE 5813 E PAISANO DR STE B EL PASO, TX 79925-3309

Handwritten: OP / +34125

Geo No. 0602-999-1022-2334 Prop ID 425752 Legal Description of the Property FLRN CMP MACH 5813 E PAISANO DR-B OWNER: LEON INSURANCE

2016 OVERAGE AMOUNT \$22.29

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.

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. Who should the refund be issued to: Name, Address, City, State, Zip, Daytime Phone No., E-Mail Address

Step 2. Provide payment information. Payment made by, Check No., Date Paid, Amount Paid. Includes handwritten: ck 2640, 3/7/17, 124.59

Step 3. Provide reason for this refund. 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.

SIGNATURE OF REQUESTOR (REQUIRED) PRINTED NAME & DATE. Includes handwritten: Jose Leon, Jose Leon 6/25/21

TAX OFFICE USE ONLY: [X] Approved [] Denied By: [Signature] Date: 07/01/2021

Notes

Go To :

LUZR
ACT80122 v1.90

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A03071778	060299910222334				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A12232075	12/23/2020	45432862	560	CH	\$158.22	\$158.22	PA	060299910222334	28950572-LEON GUADAL
	R80093020MP	09/30/2020	29180868	2412	CH	\$72.06	\$72.06	TR	060299910222334	LEON INSURANCE
	R80092920MP	09/29/2020	29180868	2412	CH	\$0.00	\$0.00	TR	060299910222334	LEON INSURANCE
	A04212065	04/21/2020	44082536	3289	CH	\$207.47	\$207.47	PA	060299910222334	LEON INSURANCE
	A11281875	11/28/2018	39047786	2747	CH	\$131.90	\$131.90	PA	060299910222334	LEON INSURANCE
	A03051865	02/28/2018	37933169	2709	CH	\$150.54	\$29.18	LG	060299910222334	LEON INSURANCE
	A03051865	02/28/2018	37933169	2709	CH	\$150.54	\$121.36	PA	060299910222334	LEON INSURANCE
	A03071778	03/07/2017	35032167	2640	CH	\$124.59	\$102.30	PA	060299910222334	LEON INSURANCE
	A03071778	03/07/2017	35032167	2640	CH	\$124.59	\$22.29	LG	060299910222334	LEON INSURANCE
*	X0125161003	01/25/2016	31217726	02520	CH	\$80.29	\$80.29	PA	060299910222334	LEON INSURANCE
	A05111548	05/11/2015	29180868	2412	CH	\$72.06	\$72.06	LG	060299910222334	LEON INSURANCE
*	X1028141009	10/28/2014	26743480	02335	CH	\$62.66	\$62.66	PA	060299910222334	LEON INSURANCE

Applied Total \$1,439.41

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, Leon Insurance ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on February 28, 2018 in the amount of \$29.18 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 Leon Insurance 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 \$29.18 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

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Sheryl R. Mack for Maria O. Pasillas

Maria O. Pasillas, RTA
Tax Assessor/Collector

TAX OFFICE RECEIVED JUN 29 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

LEON INSURANCE 7500 VISCOUNT BLVD STE 125 EL PASO, TX 79925-5633

Handwritten: OP / +3345

Geo No. 0602-999-1022-2334	Prop ID 425752
Legal Description of the Property FURN CMP MACH 5813 E PAISANO DR-B	
OWNER: LEON INSURANCE	

2017 OVERAGE AMOUNT \$29.18

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: _____

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
	ch 2709	2/28/18	150.54
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): *Jorge Leon* PRINTED NAME & DATE: *Jorge Leon 6/25/21*

TAX OFFICE USE ONLY: Approved Denied By: *[Signature]* Date: *07/01/2021*

Notes

Go To:

LUZR
ACT80122 v1.90

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
A03051865	060299910222334									
Check/Receipt Images	Deposit No	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A12232075	12/23/2020	45432862	560	CH	\$158 22	\$158 22	PA	060299910222334	28950572-LEON GUADAL
	R80093020MP	09/30/2020	29180868	2412	CH	\$72 06	\$72 06	TR	060299910222334	LEON INSURANCE
	R80092920MP	09/29/2020	29180868	2412	CH	\$0 00	\$0 00	TR	060299910222334	LEON INSURANCE
	A04212065	04/21/2020	44082536	3289	CH	\$207 47	\$207 47	PA	060299910222334	LEON INSURANCE
	A11281875	11/28/2018	39047786	2747	CH	\$131 90	\$131 90	PA	060299910222334	LEON INSURANCE
	A03051865	02/28/2018	37933169	2709	CH	\$150 54	\$29 18	LG	060299910222334	LEON INSURANCE
	A03051865	02/28/2018	37933169	2709	CH	\$150 54	\$121 36	PA	060299910222334	LEON INSURANCE
	A03071778	03/07/2017	35032167	2640	CH	\$124 59	\$102 30	PA	060299910222334	LEON INSURANCE
	A03071778	03/07/2017	35032167	2640	CH	\$124 59	\$22 29	LG	060299910222334	LEON INSURANCE
*	X0125161003	01/25/2016	31217726	02520	CH	\$80 29	\$80 29	PA	060299910222334	LEON INSURANCE
	A05111548	05/11/2015	29180868	2412	CH	\$72 06	\$72 06	LG	060299910222334	LEON INSURANCE
*	X1028141009	10/28/2014	26743480	02335	CH	\$62 66	\$62 66	PA	060299910222334	LEON INSURANCE
Applied Total							\$1,439.41			

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, Sergio Pedraza through Sergio's Auto Center C/O Sergio L. Pedraza ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on January 30, 2018 in the amount of \$58.01 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 Sergio's Auto Center C/O Sergio L. Pedraza 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 \$58.01 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

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Shouf R. Mack for Maria O. Pasillas

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 28 2021

SERGIO'S AUTO CENTER
C/O SERGIO L PEDRAZA
10109 N LOOP DR
SOCORRO, TX 79927-5052

OT
+3485

Geo No. 08SS-000-1083-6059	Prop ID 518074
Legal Description of the Property DEALER MOTOR VEH INV P103438 10109 NORTH LOOP DR	
OWNER: SERGIO'S AUTO CENTER	

2017 OVERAGE AMOUNT **\$58.01**

4. CITY OF SOCORRO. 6. COUNTY OF EL PASO. 7. EL PASO COMMUNITY COLLEGE. 8. UNIVERSITY MEDICAL CENTER OF EL PASO. 9. SOCORRO ISD. 25. LWR VALLEY WTR DISTRICT. 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 whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <i>Sergio Pedraza</i>			
	Address: <i>333 Grambling</i>			
	City, State, Zip: <i>El Paso TX 79907</i>			
Daytime Phone No: <i>915-240-4036</i>		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
		<i>377</i>	<i>1/30/18</i>	<i>4084.49</i>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. <input checked="" type="checkbox"/>			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
<i>[Signature]</i>		<i>SERGIO PEDRAZA</i>		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		By: <i>[Signature]</i>	Date: <i>6-25-2021</i>	

Notes

Go To:

LUZR
ACT80122 v1.90

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
X0131182004	08SS00010836059				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	R030218398	01/31/2018	37523672	00377	CH	\$0 00	\$61 96	TR	08SS00010836059	SERGIO'S AUTO CENTEF
	R030218398	01/31/2018	37523672	00377	CH	\$0 00	\$61 96	LG	08SS00010836059	SERGIO'S AUTO CENTEF
	R03021898VIT	01/31/2018	37523672		MI	\$0 00	\$58 01	LG	08SS00010836059	400000-COUNTY TAX OFF
	R03021898VIT	01/31/2018	37523672		MI	\$0 00	\$58 01	TR	08SS00010836059	400000-COUNTY TAX OFF
	RC180824	01/31/2018	37523672		MI	\$58 01	\$58 01	TR	08SS00010836059	400000-COUNTY TAX OFF
	RC180824	01/31/2018	37523672		MI	\$58 01	\$58 01	LG	08SS00010836059	SERGIO'S AUTO CENTEF
	RC210701	01/31/2018	37523672	00377	CH	\$58 01	\$58 01	TR	08SS00010836059	SERGIO'S AUTO CENTEF
	RC210701	01/31/2018	37523672	00377	CH	\$58 01	\$58 01	LG	08SS00010836059	23960827-PEDRAZA SER
*	X0131182004	01/30/2018	37523672	00377	CH	\$4 084 49	\$188 75	PA	082700027330059	SERGIO'S TIRE REPAIR
*	X0131182004	01/30/2018	37523672	00377	CH	\$4 084 49	\$61 96	PA	08SS00010836059	SERGIO'S AUTO CENTEF
*	X0131182004	01/30/2018	37523672	00377	CH	\$4 084 49	\$2 059 51	PA	B10000000020015	PEDRAZA SERGIO & MA
*	X0131182004	01/30/2018	37523672	00377	CH	\$4 084 49	\$1 774 27	PA	E88099900801900	PEDRAZA SERGIO & MA
Applied Total								\$4 084 49		

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, Chaf's Auto Sales Inc. ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on January 23, 2017 in the amount of \$97.87 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 Chaf's Auto Sales Inc. 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 \$97.87 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

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Sheryl R. Mack for Maria O. Pasillas

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 28 2021

CHAFS AUTO SALES INC
2009 BRUSHY CREEK RD
ROUND ROCK, TX 78664

OP
+3245

Geo No. 1994-999-1803-0042	Prop ID 485075
Legal Description of the Property DEALER MOTOR VEH INV 10110 MONTANA AVE	
OWNER: CHAFS ALTO SALES INC	

2016 OVERAGE AMOUNT \$97.87

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. Who should the refund be issued to:
 Show information for whomever will be receiving the refund.
 Name: CHAFS AUTO SALES INC
 Address: 2009 BRUSHY CREEK RD
 City, State, Zip: ROUND ROCK, TX 78664
 Daytime Phone No.: 915 591-3848
 E-Mail Address: chaf@chafsautosales.com

Step 2. Provide payment information. Payment made by: _____ Check No. 01107 Date Paid 1/23/17 Amount Paid \$218.07
 Please attach copy of cancelled check, original receipt, online payment confirmation or bank credit card statement.
 TOTAL AMOUNT PAID (sum of the above amounts)

Step 3. Provide reason for this refund. 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 Chafic Massaad 6-15-21

TAX OFFICE USE ONLY: Approved Denied By: Date: 6/30/21

Notes

Go To:

LUZR
ACT80122 v1.90

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
P201740001 199499918030042

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	P20180001	01/31/2019	40753029	88888	CH	\$5,173,266.47	\$91.58	PA	199499918030042	88888-COUNTY TAX OFFI
	P20184000001	01/31/2018	37801560	88888	CH	\$5,173,530.45	\$108.34	PA	199499918030042	88888-COUNTY TAX OFFI
	P201740001	01/31/2017	34881384	1713	CH	\$4,984,903.08	\$97.87	PA	199499918030042	88888-COUNTY TAX OFFI
	R030217698	01/31/2017	34217631	01107	CH	\$0.00	\$120.20	TR	199499918030042	CHAF'S AUTO SALES INC
	R030217698	01/31/2017	34217631	01107	CH	\$0.00	\$120.20	LG	199499918030042	CHAF'S AUTO SALES INC
	R030117698	01/23/2017	34217631	01107	CH	\$0.00	\$218.07	LG	199499918030042	CHAF'S AUTO SALES INC
	R030117698	01/23/2017	34217631	01107	CH	\$0.00	\$218.07	TR	199499918030042	CHAF'S AUTO SALES INC
	RC190604	01/23/2017	34217631	01107	CH	\$97.87	\$97.87	LG	199499918030042	27426650-CHAFS AUTO S
	RC190604	01/23/2017	34217631	01107	CH	\$97.87	\$97.87	TR	199499918030042	CHAF'S AUTO SALES INC
	X0123171007	01/23/2017	34217631	01107	CH	\$218.07	\$218.07	PA	199499918030042	CHAF'S AUTO SALES INC
	P201640001	01/31/2016	31792814	88888	CH	\$4,619,874.73	\$204.08	PA	199499918030042	88888-COUNTY TAX OFFI
	R030216598	01/31/2016	31763108	01002	CH	\$0.00	\$840.95	TR	199499918030042	CHAF'S AUTO SALES INC

Applied Total \$17,567.35

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, Royal Cup Inc. ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on April 16, 2018 in the amount of \$9.27 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 Royal Cup Inc. 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 \$9.27 is approved.

APPROVED this _____ day of _____ 2021.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wend N. Vizcarra

APPROVED AS TO CONTENT:

Sheryl R. Mack for Maria O. Pasillas

Wendi N. Vineyard
Assistant City Attorney

Maria O. Pasillas, RTA
Tax Assessor/Collector

Vendor # 29661



TAX OFFICE RECEIVED JUN 29 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

ROYAL CUP INC PO BOX 170971 BIRMINGHAM, AL 35217-0971

OP 3yr ✓

Geo No. 2003-999-3873-0042 Prop ID 510495 Legal Description of the Property LEASED MACH IN TDC 42 MISC FILE NO. 42 OWNER: ROYAL CUP INC

2017 OVERAGE AMOUNT \$9.27

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.

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. Step 2. Provide payment information. Step 3. Provide reason for this refund. Step 4. Sign the form. Includes fields for Name, Address, City, State, Zip, Daytime Phone No., E-Mail Address, Payment made by, Check No., Date Paid, Amount Paid, and Signature of Requestor.

Notes

Go To :

LUZR
ACT80122 v1.90

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A04161865	200399938730042				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A02252179	02/25/2021	46974585	1489191	CH	\$1,252.40	\$413.27	AA	200399938730042	ROYAL CUP INC
	T02052000005	01/31/2020	43636610	81335	CH	\$1,049.76	\$341.18	PA	200399938730042	ROYAL CUP INC
	T01221900009	01/22/2019	40155392	66885	CH	\$959.88	\$350.65	PA	200399938730042	ROYAL CUP INC
	A04161865	04/16/2018	38159141	1456051	CH	\$16.81	\$9.27	LG	200399938730042	ROYAL CUP INC
	A04161865	04/16/2018	38159141	1456051	CH	\$16.81	\$0.01	AA	200399938730042	ROYAL CUP INC
	A02151884	02/15/2018	37813224	1453632	CH	\$922.71	\$318.29	AA	200399938730042	ROYAL CUP INC
	X0130172011	01/30/2017	34479254	34957	CH	\$635.28	\$250.40	PA	200399938730042	ROYAL CUP INC
	X0201162003	02/01/2016	31505902	11373	CH	\$616.39	\$237.31	PA	200399938730042	ROYAL CUP INC
	X0121152004	01/21/2015	28081343	85198	CH	\$789.76	\$237.19	PA	200399938730042	ROYAL CUP INC
	X0128142002	01/28/2014	25351914	56407	CH	\$681.92	\$204.13	PA	200399938730042	ROYAL CUP INC
	X0204132021	01/31/2013	22959274	27881	CH	\$753.79	\$232.28	PA	200399938730042	ROYAL CUP INC
	X0201122002	01/31/2012	20344001	98682	CH	\$831.74	\$280.29	PA	200399938730042	ROYAL CUP INC
Applied Total							\$4,652.57			

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, Lone Star Title Company (“Taxpayer”) has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on July 31, 2017 in the amount of \$23.32 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 Lone Star Title Company 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 \$23.32 is approved.

APPROVED this _____ day of _____ 2021.

CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wald N. Vizad

APPROVED AS TO CONTENT:

Shayla R Mack for Maria O. Pasillas

Wendi N. Vineyard
Assistant City Attorney

Maria O. Pasillas, RTA
Tax Assessor/Collector



TAX OFFICE RECEIVED JUN 24 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

LONE STAR TITLE CO 6701 N MESA EL PASO, TX 79912

Handwritten signature and initials: P, X, 3/25

Geo No. C849-999-0220-7100	Prop ID 83296
Legal Description of the Property 22 COTTON 27 TO 29 (9000 SQ FT) 2108 GRANT AVE	
OWNER: GUTIERREZ EDUARDO JR & LUCERO JOHANNA S	

2016 OVERAGE AMOUNT \$23.32

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: Lone Star Title Company			
	Address: 1368 N. Zaragoza, Suite J			
	City, State, Zip: El Paso, TX 79936			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915-295-4448		E-Mail Address: jfernandez@lonestar.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Lone Star Title	23294	7/31/17	\$2,775.10
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
Step 4. Sign the form. Unsigned applications cannot be processed.	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	
Joe Fernandez		Joe Fernandez 6/23/2021		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied				By: [Signature] Date: 07/16/2021

Notes

Go To :

LUZR
ACT80122 v1.90

ACCOUNT NO (C84999902207100): PAID PAYMENT AGREEMENT #87412. BEGIN DATE: 04/15/2017.
END DATE: 01/15/2018. MONTHLY PAYMENT AMOUNT: \$1,209.51. YEARS: 2016, NO OF ACCTS: 4

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
B08011765	C84999902207100				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	M20800000001	12/15/2020	45278757	201214123540	EF	241,485,823.54	\$5,010.59	PA	C84999902207100	800000-CORELOGIC
	M19800000001	12/16/2019	42270898	191213175283	EF	220,479,351.04	\$4,938.72	PA	C84999902207100	800000-CORELOGIC
	M18800000001	12/14/2018	39295991	181213099087	EF	198,523,744.87	\$4,794.60	PA	C84999902207100	800000-CORELOGIC
	M17RE1800001	12/18/2017	36356004	171215192214	EF	232,569,225.62	\$4,653.60	PA	C84999902207100	800000-CORELOGIC
	B08011765	07/31/2017	35581180	23294	CH	\$2,775.10	\$2,751.78	PA	C84999902207100	22530840-LONE STAR TIT
	B08011765	07/31/2017	35581180	23294	CH	\$2,775.10	\$23.32	LG	C84999902207100	22530840-LONE STAR TIT
	RC210629	07/31/2017	35581180	23294	CH	\$23.32	\$23.32	TR	C84999902207100	22530840-LONE STAR TIT
	RC210629	07/31/2017	35581180	23294	CH	\$23.32	\$23.32	LG	C84999902207100	22475302-LONE STAR TIT
	A07131741	07/13/2017	35521720		CA	\$1,220.00	\$472.14	AA	C84999902207100	VILLAGRANA ALFONSO .
	A06151778	06/15/2017	35445615		CA	\$1,220.00	\$472.14	AA	C84999902207100	VILLAGRANA ALFONSO .
	A05151777	05/15/2017	35323063		CA	\$1,220.00	\$472.14	AA	C84999902207100	VILLAGRANA ALFONSO .
	A04111777	04/11/2017	35219672		CA	\$1,210.00	\$472.14	AA	C84999902207100	VILLAGRANA ALFONSO .
Applied Total							\$75,507.50			

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, Lone Star Title Company through Lone Star Title Company of El Paso ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on July 31, 2017 in the amount of \$93.00 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 Lone Star Title Company of El Paso 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 \$93.00 is approved.

APPROVED this _____ day of _____ 2021.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wald N. Vizcarra

APPROVED AS TO CONTENT:

Shouf R. Mack for Maria O. Pasillas

Wendi N. Vineyard
Assistant City Attorney

Maria O. Pasillas, RTA
Tax Assessor/Collector



TAX OFFICE RECEIVED

JUN 24 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

Geo No. E275-000-0100-0260	Prop ID 228710
Legal Description of the Property 10 EL CAMPESTRE LOT 26 (HISTORICAL DISTRICT) (10010 SQ FT)	
11552 SOCORRO RD	
OWNER: ORTEGA MANUEL J JR	

Handwritten notes: 2 pages ✓

LONE STAR TITLE COMPANY OF EL PASO
6701 N MESA
EL PASO, TX 79912

2016 OVERAGE AMOUNT \$93.00 ✓

4: CITY OF SOCORRO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 25: LWR VALLEY WTR DISTRICT, 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 whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <i>Lone Star Title Company</i> ✓			
	Address: <i>1368 N. Zaragoza, Ste J</i> ✓			
	City, State, Zip: <i>El Paso, TX 79930</i>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.:	E-Mail Address: <i>Fernandez@lonestartitle.com</i>		
	Payment made by:	Check No.	Date Paid	Amount Paid
	<i>Lone Star title</i>	<i>23364</i>	<i>7/31/17</i>	<i>\$38,579.20</i>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1. ✓		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
<i>[Signature]</i>		<i>Joe Fernandez 6/23/2021</i> ✓		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied				Date: <i>06/29/2021</i> ✓

Notes

Go To:

LUZR
ACT80122 v1.90

ACCOUNT NO (E27500001000260); YEAR = 2016, LEGAL STATUS = CLOSED BANKRUPTCY,
BANKRUPTCY NUMBER = 17-30192, 5-5-17 RECONFIL

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.
 A07311775 E27500001000260

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A12102065	12/10/2020	45212919	2796	CH	\$63,796.32	\$3,494.02	AA	E27500001000260	25959829-TEXSTAR ESCF
	A01162081	01/16/2020	42938882	4972	CH	\$3,629.82	\$3,629.82	PA	E27500001000260	20191798-MALOOKY ROI
	EC01301998P	01/31/2019	40460977	CC002357469	EC	\$811,118.21	\$3,317.45	PA	E27500001000260	24360739-ROBERT MALO
	EC01301898K	01/31/2018	37452935	CC001914474	EC	\$743,151.67	\$3,136.83	PA	E27500001000260	20779147-ROBERT MALO
	A07311775	07/31/2017	35575698	23364	CH	\$38,579.20	\$38,486.20	PA	E27500001000260	1495513-LONE STAR TITL
	A07311775	07/31/2017	35575698	23364	CH	\$38,579.20	\$93.00	LG	E27500001000260	1495513-LONE STAR TITL
	RC210629	07/31/2017	35575698	23364	CH	\$93.00	\$93.00	TR	E27500001000260	1495513-LONE STAR TITL
	RC210629	07/31/2017	35575698	23364	CH	\$93.00	\$93.00	LG	E27500001000260	22475302-LONE STAR TIT
	A10061154	10/06/2011	18826952	4381	CH	\$1,000.00	\$1,000.00	PA	E27500001000260	PULIDO DAVID & GLORIA
	A10071041	10/07/2010	16551046		CA	\$300.00	\$290.87	PA	E27500001000260	PULIDO DAVID & GLORIA
	A06281056	06/28/2010	16372463	4208	CH	\$581.74	\$581.74	PA	E27500001000260	20927824-ALAMO DISCOI
	A04291056	04/29/2010	16230553	4184	CH	\$581.74	\$581.74	PA	E27500001000260	20927824-ALAMO DISCOI

Applied Total \$86,592.71

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, PTS Texas Title ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on December 13, 2016 in the amount of \$100.00 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 PTS Texas Title 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 \$100.00 is approved.

APPROVED this _____ day of _____ 2021.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wend N. Vizcarra

APPROVED AS TO CONTENT:

Sheryl R. Mack for Maria O. Pasillas

Wendi N. Vineyard
Assistant City Attorney

Maria O. Pasillas, RTA
Tax Assessor/Collector



TAX OFFICE RECEIVED
JUL 02 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

PTS TEXAS TITLE
6404 INTERNATIONAL PARKWAY SUITE
2050
PLANO, TX 75093

*OP
+ 3/2/21*

Geo No. P586-999-0150-0100	Prop ID 85144
Legal Description of the Property 15 PASEOS DEL SOL #2 AMENDING LOT 1 (7018.00 SQ FT)	
12528 PASEO ALEGRE AVE	
OWNER: CARDENAS CESAR & NANCY	

2016 OVERAGE AMOUNT \$100.00

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: PTS Texas Title			
	Address: 6404 International PKWY #2050 ✓			
	City, State, Zip: Plano TX 75093			
Daytime Phone No.: 915-975-3515		E-Mail Address: noemi.mitchell@altisource.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
	PTS TEXAS TITLE	254666	12/13/16	\$4,118.18
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <i>Noemi Mitchell</i>		PRINTED NAME & DATE Noemi Mitchell 6/28/21 ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		By: <i>[Signature]</i> Date: <i>07/02/2021</i> ✓		

Notes

Go To: [dropdown]

LUZR
ACT80122 v1.90

ACCOUNT NO (P58699901500100): *** PLEASE DO NOT POST CHECKS FROM LARRY L. VASQUEZ TO THIS ACCOUNT. THEY BELONG TO PID # 155963 2017 ESCROW ***

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A12131677	P58699901500100				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	R030817398	07/18/2017	35531935	0000115181	CH	\$0 00	\$100 00	TR	P58699901500100	CARDENAS CESAR & NA
	A07051775	06/29/2017	35497608	0000115176	CH	\$100 00	\$100 00	PA	P58699901500100	25584459-VASQUEZ LARI
	R030817398	06/29/2017	35497608	0000115176	CH	\$0 00	\$100 00	TR	P58699901500100	25584459-VASQUEZ LARI
	A06151775	06/15/2017	35445701	0000115173	CH	\$100 00	\$100 00	PA	P58699901500100	25584459-VASQUEZ LARI
	R030817398	06/15/2017	35445701	0000115173	CH	\$0 00	\$100 00	TR	P58699901500100	25584459-VASQUEZ LARI
	A05021778	05/02/2017	35279578	0000115163	CH	\$100 00	\$100 00	PA	P58699901500100	CARDENAS CESAR & NA
	R030817398	05/02/2017	35279578	0000115163	CH	\$0 00	\$100 00	TR	P58699901500100	CARDENAS CESAR & NA
	A04181778	04/18/2017	35235781	0000115160	CH	\$100 00	\$100 00	PA	P58699901500100	CARDENAS CESAR & NA
	R030817398	04/18/2017	35235781	0000115160	CH	\$0 00	\$100 00	TR	P58699901500100	CARDENAS CESAR & NA
	A12131677	12/13/2016	33305397	25666	CH	\$4 118 18	\$100 00	LG	P58699901500100	24953652-PTS TEXAS TIT
	A12131677	12/13/2016	33305397	25666	CH	\$4 118 18	\$4 018 18	PA	P58699901500100	24953652-PTS TEXAS TITI
	A12051665	11/29/2016	33187133	115133	CH	\$100 00	\$100 00	PA	P58699901500100	BENEFICIAL FINANCIAL I
Applied Total							\$57 499 14			

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, Lone Star Title through Lone Star Title Company of El Paso Inc. ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on May 01, 2017 in the amount of \$193.09 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 Lone Star Title Company of El Paso Inc. 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 \$193.09 is approved.

APPROVED this _____ day of _____ 2021.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wend N. Vizcarra

APPROVED AS TO CONTENT:

Shouf R. Mack for Maria O. Basilas

Wendi N. Vineyard
Assistant City Attorney

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 24 2021

LONE STAR TITLE COMPANY OF EL PASO
INC
6701 N MESA
EL PASO, TX 79912

Handwritten signature/initials

Geo No. P656-999-0050-0500	Prop ID 217979
Legal Description of the Property 5 PECAN GROVE LOT 3 1009 BUTTERFLY PL	
OWNER: SOUTHWEST RAY PROPERTIES LLC	

2016 OVERAGE AMOUNT \$193.09

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: <i>Lone Star Title</i>			
	Address: <i>1368 N. Zaragoza, Ste J</i>			
	City, State, Zip: <i>El Paso TX 79936</i>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.:	<i>915-298-4448</i>	E-Mail Address:	<i>Jfernandez@lonestartitle.com</i>
	Payment made by:	Check No.	Date Paid	Amount Paid
	<i>Lone Star Title</i>	<i>14006</i>	<i>5/1/17</i>	<i>\$25,756.51</i>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<i>[Signature]</i>		<i>JOE FERNANDEZ 6/23/2021</i>	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <i>[Signature]</i> Date: <i>06/29/2021</i>				

Notes

Go To :

LUZR
ACT80122 v1.90

ACCOUNT NO (P65699900500500); YEAR - 2008, LEGAL STATUS = CLOSED BANKRUPTCY,
BANKRUPTCY NUMBER = 08-30958, 3.12.9 SARA CLOSED BK FEB 2009 REPORT

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
A05021777	P65699900500500									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	IP12232098	12/21/2020	45438194	CC003301748	CR	\$2,725.12	\$2,725.12	PA	P65699900500500	28952798-BRAXTON B ME
	IP12231998	12/20/2019	42392908	CC002688283	CR	\$2,648.00	\$2,648.00	PA	P65699900500500	27777527-BRAXTON MER
	IP01231998	01/22/2019	40091630	CC002293932	CR	\$2,631.11	\$2,631.11	PA	P65699900500500	26965433-BRAXTON B ME
	IP12271798	12/26/2017	36476791	CC001783209	CR	\$2,607.09	\$2,607.09	PA	P65699900500500	25868715-BRAXTON MER
	A11211775	11/21/2017	36038706	14675	CH	\$329.52	\$329.52	PA	P65699900500500	1495513-LONE STAR TITL
	A05021777	05/01/2017	35279609	14006	CH	\$25,756.51	\$193.09	LG	P65699900500500	23972437-LONE STAR TIT
	A05021777	05/01/2017	35279609	14006	CH	\$25,756.51	\$25,563.42	PA	P65699900500500	23972437-LONE STAR TIT
	RC210629	05/01/2017	35279609	14006	CH	\$193.09	\$193.09	LG	P65699900500500	22475302-LONE STAR TIT
	RC210629	05/01/2017	35279609	14006	CH	\$193.09	\$193.09	TR	P65699900500500	23972437-LONE STAR TIT
	N0780001	12/20/2007	10252303	667211	CH	\$40,350.60586	\$1,163.54		P65699900500500	800000-CORELOGIC
	N0680001	12/27/2006	8074849	62012137	CH	\$98,649.22359	\$1,220.11		P65699900500500	800000-CORELOGIC
	M0580001	12/19/2005	1148699		CH	\$1,261.95	\$1,261.95	PA	P65699900500500	800000-CORELOGIC
Applied Total							\$48,555.02			

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, Lone Star Title through Lone Star Title Co. ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on November 13, 2017 in the amount of \$93.88 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 Lone Star Title Co. showed a good cause to extend the deadline to apply for a refund of the overpayment of the 201 taxes and the tax refund in the amount of \$93.88 is approved.

APPROVED this _____ day of _____ 2021.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wend N. Vizcarra

APPROVED AS TO CONTENT:

Sheryl R. Mack for Maria O. Pasillas

Wendi N. Vineyard
Assistant City Attorney

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 24 2021

LONE STAR TITLE CO
 6701 N MESA
 EL PASO, TX 79912

OP
 + 34125 ✓

Geo No. T109-999-0010-4400	Prop ID 52984
Legal Description of the Property 1 TEJAS LOT 44 5943 TROWBRIDGE DR	
OWNER: LUEVANO MARGARITA	

2017 OVERAGE AMOUNT **593.88** ✓

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: Lone Star Title			
	Address: 1368 N. Zaragoza, Ste J. ✓			
	City, State, Zip: El Paso, TX 79936			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915-298-4448	E-Mail Address: Jfernandez@lonestartitle.com		
	Payment made by: Lone Star Title	Check No.: 26070	Date Paid: 11/13/17	Amount Paid: \$13,755.56
	TOTAL AMOUNT PAID (sum of the above amounts)			
	Please check one of the following:			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	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	
	[Signature]		Joe Fernandez 6/23/2021 ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: [Signature] Date: 06/29/2021 ✓				

Notes

Go To :

LUZR
ACT80122 v1.90

ACCOUNT NO (T10999900104400) Bankruptcy 10-32506 has been closed

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A11131741	T10999900104400				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC12242098A	12/28/2020	45451706	CC003310666	EC	\$839,047.96	\$1,792.90	PA	T10999900104400	28529842-PRIME ESCRO'
	EC12231998J	12/24/2019	42398485	CC002693595	EC	\$3,213.19	\$1,764.93	PA	T10999900104400	27235399-PRIME ESCRO'
	EC12171898A	12/18/2018	39328611	CC002182107	EC	\$443,342.42	\$1,726.78	PA	T10999900104400	26271925-PRIME ESCRO'
	A11141765	11/14/2017	35971384	26066	CH	\$1,785.33	\$1,785.33	PA	T10999900104400	22530840-LONE STAR TIT
	A11131741	11/13/2017	35968517	26070	CH	\$13,755.56	\$93.88	LG	T10999900104400	22530840-LONE STAR TIT
	A11131741	11/13/2017	35968517	26070	CH	\$13,755.56	\$13,661.68	PA	T10999900104400	22530840-LONE STAR TIT
	RC210629	11/13/2017	35968517	26070	CH	\$93.88	\$93.88	TR	T10999900104400	22530840-LONE STAR TIT
	RC210629	11/13/2017	35968517	26070	CH	\$93.88	\$93.88	LG	T10999900104400	22475302-LONE STAR TIT
	IP09051798	09/01/2017	35642800	CC001701413	CR	\$400.00	\$400.00	PA	T10999900104400	25662251-PATRICIA URBI
	R031117398	09/01/2017	35642800	CC001701413	CR	\$0.00	\$93.00	TR	T10999900104400	BRACEWELL E L & ELSII
	R031117398	09/01/2017	35642800	CC001701413	CR	\$0.00	\$93.00	TR	T10999900104400	BRACEWELL E L & ELSII
	RF171027	09/01/2017	35642800	CC001701413	CR	\$0.00	\$0.00	DA	T10999900104400	25662251-PATRICIA URBI
Applied Total							\$27,261.26			

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, Lone Star Title through Lone Star Title Co. ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on February 28, 2018 in the amount of \$98.09 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 Lone Star Title Co. showed a good cause to extend the deadline to apply for a refund of the overpayment of the 201 taxes and the tax refund in the amount of \$98.09 is approved.

APPROVED this _____ day of _____ 2021.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wend N. Vizcarra

APPROVED AS TO CONTENT:

Sheryl R. Mack for Maria O. Pasillas

Wendi N. Vineyard
Assistant City Attorney

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 24 2021

LONE STAR TITLE CO
6701 N MESA
EL PASO, TX 79912

OP ✓
+34125 ✓

Geo No. X091-999-000B-4100	Prop ID 35903
Legal Description of the Property GEORGE L WILSON SUR 91 ABST 2716 TR 22-A (0.147 AC) 4038 DONIPHAN DR	
OWNER: HERRERA INVESTMENT PROPERTIES LLC - SERI	

2017 OVERAGE AMOUNT \$98.09 ✓

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: Lone Star Title			
	Address: 1368 N. Zaragoza, Ste J.			
	City, State, Zip: El Paso, TX 79936 ✓			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915-298-4448	E-Mail Address: fernandez@lonestartitle.com ✓		
	Payment made by: Lone Star Title	Check No.: 28246	Date Paid: 2/28/18	Amount Paid: \$489.10
	TOTAL AMOUNT PAID (sum of the above amounts)			
	Please check one of the following:			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
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	
	[Signature]		Joe Fernandez 6/23/2021 ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: [Signature] Date: 06/29/2021				

18900178 TTP

Notes

Go To

LUZR
ACT80122 v1.90

ACCOUNT NO (X091999000B4100): Lien ID H.015499426 inserted amount = 319.89, file_date 06/02/2015 on 10/03/2016

07/26/2021 18:37:15
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.					
A03011865	X091999000B4100									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC01311998C	01/31/2019	40488082	CC002365187	EC	\$59,909.79	\$332.39	PA	X091999000B4100	25241963-HERRERA INVE
	A10151879	10/15/2018	38671327		CA	\$10.00	\$10.00	TC	X091999000B4100	HERRERA INVESTMENT
	A03011865	02/28/2018	37913963	28246	CH	\$489.10	\$391.01	PA	X091999000B4100	22530840-LONE STAR TIT
	A03011865	02/28/2018	37913963	28246	CH	\$489.10	\$98.09	LG	X091999000B4100	22530840-LONE STAR TIT
	RC210629	02/28/2018	37913963	28246	CH	\$98.09	\$98.09	TR	X091999000B4100	22530840-LONE STAR TIT
	RC210629	02/28/2018	37913963	28246	CH	\$98.09	\$98.09	LG	X091999000B4100	22475302-LONE STAR TIT
	B02051875	01/31/2018	37627544	17-694511652	CH	\$136.94	\$136.94	PA	X091999000B4100	DURAN HECTOR
	A09111775	09/11/2017	35655182	17-609352173	CH	\$112.24	\$112.24	PA	X091999000B4100	DURAN HECTOR
	R030917298	09/11/2017	35655182	17-609352173	CH	\$0.00	\$112.24	TR	X091999000B4100	DURAN HECTOR
	R030917298	09/11/2017	35655182	17-609352173	CH	\$112.24	\$112.24	TR	X091999000B4100	DURAN HECTOR
	A09111775	08/31/2017	35655150	17-609352173	CH	\$754.96	\$754.96	PA	X091999000B4100	DURAN HECTOR
	R030917298	08/31/2017	35655182	17-609352173	CH	\$112.24	\$112.24	TR	X091999000B4100	DURAN HECTOR
Applied Total							\$10,588.86			



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-821, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.110 of the City Code, receipt of campaign contribution of five hundred dollars or greater by Representative Isabel Salcido in the amount of \$1,000.00 from Joseph Moody Campaign.



Legislation Text

File #: 21-862, 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

Public Health, Angela Mora, (915) 212-0200

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 8.1 - Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community.

Award Summary:

That the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Advanced Business Software, LLC for the Health Information Management Software for Health Department. This software captures and maintains patient information and treatment for programs such as prevention, intervention, and mobilization services. The purchase order is for an amount not to exceed \$60,000.00.

Contract Variance:

There is no variance.

Department:	Public Health
Award to:	Advanced Business Software, LLC Lakeside, CA
Total Estimated Amount:	\$60,000.00
Account No.:	522020-341-1000-41170
Funding Source:	General Funds
District(s):	All
Reference No.:	2021-1443

This is a purchase pursuant to the Public Health and Safety Exemption, 252.022 (a) (2) of the Texas Local Government Code, services contract.

Additionally, it is requested that the City Attorney's Office review and that the City Manager be authorized to

execute any related contract documents and agreements necessary to effectuate this award.

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Angela Mora – Public Health Director (915) 212-0200
Bruce D. Collins – Purchasing & Strategic Sourcing Director (915) 212-1181

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8: Nurture and Promote a Healthy, Sustainable Community.

SUBGOAL: 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community.

SUBJECT:

That the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Advanced Business Software, LLC for the Health Information Management Software for Health Department. This software captures and maintains patient information and treatment for programs such as prevention, intervention, and mobilization services. The purchase order is for an amount not to exceed \$60,000.00.

BACKGROUND / DISCUSSION:

On April 14, 2021 awarded Solicitation No. 2021-1224 a service contract for AAdvanced Business Software, LLC to provide the Health Information Management Software for Health Department; the City is currently procuring the Health Information Management Software, the Parties have agreed to extend the term of AAdvanced Business Software, LLC service contract to continue to provide the Health Information Management Software on a month-to-month basis.

SELECTION SUMMARY:

NA

CONTRACT VARIANCE:

There is no contract variance.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$60,000.00

Funding Source: General Funds

Account: 522020-341-1000-41170

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Public Health

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Angela Mora – Public Health Director

**PROJECT FORM
(Exemption)**

Please place the following item on the **CONSENT** agenda (under PURCHASING REQUESTS, ETC.) for the Council Meeting of **August 3, 2021**.

STRATEGIC GOAL: NO. 8 - Nurture and Promote a Healthy, Sustainable Community

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

Award Summary:

That the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Advanced Business Software, LLC for the Health Information Management Software for Health Department. This software captures and maintains patient information and treatment for programs such as prevention, intervention, and mobilization services. The purchase order is for an amount not to exceed \$60,000.00.

Contract Variance:

There is no variance.

Department:	Public Health
Award to:	Advanced Business Software, LLC Lakeside, CA
Total Estimated Amount:	\$60,000.00
Account No.:	522020-341-1000-41170
Funding Source:	General Funds
District(s):	All
Reference No.:	2021-1443

This is a purchase pursuant to the Public Health and Safety Exemption, 252.022 (a) (2) of the Texas Local Government Code, services contract.

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



Legislation Text

File #: 21-831, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6

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:

The award of Solicitation 2021-1261 Pueblo Viejo Park Improvements to MARTINEZ BROS. CONTRACTORS, LLC for an estimated award of \$395,296.00. This project consists of various park improvements such as playgrounds, play courts, landscaping, shaded canopies, gathering areas, and walking trails are provided throughout the linear park. Additionally, the City will improve the access into the playground by complying with the Texas Department of Licensing and Regulation (TDLR) requirements.

Department:	Capital Improvement
Award to:	MARTINEZ BROS. CONTRACTORS, LLC El Paso, TX
Item(s):	Base Bid I & Additive Alternate I
Initial Term:	180 Consecutive Calendar Days
Base Bid I:	\$374,970.50
Additive Alternate I:	\$ 20,325.50
Total Estimated Award:	\$395,296.00
Funding Source:	Community Development Block Grant
Account:	471-2400-71240-580270-G7146CD63
District(s):	6

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.

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: August 3, 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: 6

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:
The award of solicitation 2021-1261 Pueblo Viejo Park Improvements to MARTINEZ BROS. CONTRACTORS, LLC for an estimated award of \$395,296.00.

BACKGROUND / DISCUSSION:
This project consists of various park improvements such as removal of existing playground equipment and associated amenities, play sand, rubber flooring material, and asphalt entryway with concrete header curb. Additionally, the installation of new playground equipment, reinforced concrete sidewalk entryway, concrete ADA ramp, fall zone protection surfacing (engineered wood fibers), and steel shade canopy with solar lighting. The work will require establishing traffic control and erosion control measures. This project also includes an additive alternate to include the removal and replacement of existing perimeter rockwall

SELECTION SUMMARY:
Solicitation was advertised on May 18, 2021 and May 25, 2021. The solicitation was posted on City website on May 18, 2021. The email (Purmail) notification was sent out on May 20, 2021. There were a total of eighty-four (84) viewers online; three (3) 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: \$395,296.00
Funding Source: Community Development Block Grant
Account: 471-2400-71240-580270-G7146CD63

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD: *Michael J. Vonasek*
For Michael J. Vonasek, P.E.
Assistant Director of Construction

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 **CONSENT AGENDA** for the Council Meeting of **August 3, 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:

The award of solicitation 2021-1261 Pueblo Viejo Park Improvements to MARTINEZ BROS. CONTRACTORS, LLC for an estimated award of \$395,296.00. This project consists of various park improvements such as playgrounds, play courts, landscaping, shaded canopies, gathering areas, and walking trails are provided throughout the linear park. Additionally, the City will improve the access into the playground by complying with the Texas Department of Licensing and Regulation (TDLR) requirements.

Department:	Capital Improvement
Award to:	MARTINEZ BROS. CONTRACTORS, LLC El Paso, TX
Item(s):	Base Bid I & Additive Alternate I
Initial Term:	180 Consecutive Calendar Days
Base Bid I:	\$374,970.50
Additive Alternate I:	\$20,325.50
Total Estimated Award:	\$395,296.00
Funding Source:	Community Development Block Grant
Account:	471-2400-71240-580270-G7146CD63
District(s):	6

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.

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.

2021-1261 Pueblo Viejo Park Improvements
Bid Tab Summary

No.	Bidder	Sum Total Base Bid	Sum Total Additive Alternate I	Sum Total Base Bid + Additive Alternate I
1	Martinez Bros Contractors, LLC	\$374,970.50	\$20,325.50	\$395,296.00
2	Black Stallion Contractors, Inc.	\$385,283.16	\$22,856.25	\$408,139.41
3	Roman Construction Associates, LLC	\$473,497.50	\$24,910.00	\$498,407.50



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Pueblo Viejo Park Improvements **BID NO:** 2021-1261
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 of 3		Martinez Bros Contractors, LLC El Paso, TX BIDDER 2 of 3		Roman Construction Associates, LLC El Paso, TX BIDDER 3 of 3	
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
Base Bid I									
1.	1	LS	REMOVAL & PROPER DISPOSAL OF MISCELLANEOUS EXISTING ITEMS INCLUDING: PLAYGROUND EQUIPMENT, PLAY SAND, RUBBER FLOORING MATERIAL, & ASPHALT ENTRYWAY WITH HEADER CURB	\$11,270.00	\$11,270.00	\$10,620.00	\$10,620.00	\$11,000.00	\$11,000.00
2.	1	LS	REMOVAL & PROPER DISPOSAL OF 10 LINEAR FEET OF EXISTING ROCKWALL AND INSTALL 10-FOOT WIDE PLAYGROUND MAINTENANCE OPENING	\$3,450.00	\$3,450.00	\$1,416.00	\$1,416.00	\$1,000.00	\$1,000.00
3.	1	LS	FURNISH, INSTALL, IMPLEMENT AND REMOVE MISCELLANEOUS TRAFFIC CONTROL PLAN ALONG ROSEWAY DRIVE (AS NEEDED)	\$11,500.00	\$11,500.00	\$5,310.00	\$5,310.00	\$20,000.00	\$20,000.00
4.	1	LS	FURNISH AND INSTALL NEW PLAYGROUND EQUIPMENT (COMPLETE IN PLACE) (INCLUDES FREIGHT CHARGES)	\$147,139.05	\$147,139.05	\$151,040.00	\$151,040.00	\$170,000.00	\$170,000.00
5.	1	LS	FURNISH AND INSTALL NEW 4:12 PITCH STEEL SHADE CANOPY (72' x 35') (COMPLETE IN PLACE) (INCLUDES FREIGHT CHARGES)	\$158,276.80	\$158,276.80	\$156,468.00	\$156,468.00	\$129,000.00	\$129,000.00
6.	4	EA	FURNISH AND INSTALL SOLAR PANEL LIGHTING SYSTEM FOR CANOPY (COMPLETE IN PLACE)	\$2,300.00	\$9,200.00	\$1,475.00	\$5,900.00	\$21,000.00	\$84,000.00

Approved By: ___/s/___
Date: 6/22/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Pueblo Viejo Park Improvements **BID NO:** 2021-1261
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 of 3			Martinez Bros Contractors, LLC El Paso, TX BIDDER 2 of 3			Roman Construction Associates, LLC El Paso, TX BIDDER 3 of 3
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	
Base Bid I										
7.	25	SY	FURNISH AND INSTALL NEW REINFORCED CONCRETE SIDEWALK ENTRYWAY (8' WIDE) (COMPLETE IN PLACE)	\$69.00	\$1,725.00	\$64.90	\$1,622.50	\$90.00	\$2,250.00	
8.	1	EA	FURNISH AND INSTALL CONCRETE PEDESTRIAN RAMP AT PLAYGROUND ENTRANCE (COMPLETE IN PLACE)	\$1,150.00	\$1,150.00	\$1,416.00	\$1,416.00	\$2,300.00	\$2,300.00	
9.	1	LS	INDEPENDENT PLAYGROUND AUDIT	\$2,443.75	\$2,443.75	\$2,596.00	\$2,596.00	\$3,000.00	\$3,000.00	
10.	4,600	SF	FURNISH AND INSTALL ENGINEERED WOOD FIBERS (12" COMPACTED DEPTH) (COMPLETE IN PLACE)	\$3.42	\$15,732.00	\$3.42	\$15,732.00	\$4.00	\$18,400.00	
11.	1	LS	IMPLEMENT STORM WATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES	\$5,750.00	\$5,750.00	\$8,850.00	\$8,850.00	\$10,000.00	\$10,000.00	
Sum Total – Base Bid I (Items 1-11)				\$367,636.60		\$360,970.50		\$450,950.00		
Mobilization (Not to exceed 5% of Sum Total of Base Bid I)				\$17,646.56		\$14,000.00		\$22,547.50		
Sum Total (Base Bid I and Mobilization)				\$385,283.16		\$374,970.50		\$473,497.50		

Approved By: ___/s/___
Date: 6/22/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Pueblo Viejo Park Improvements				BID NO: 2021-1261					
BID DATE: June 16, 2021				DEPARTMENT: Capital Improvement					
				Black Stallion Contractors, Inc.		Martinez Bros Contractors, LLC		Roman Construction Associates, LLC	
				El Paso, TX BIDDER 1 of 3		El Paso, TX BIDDER 2 of 3		El Paso, TX BIDDER 3 of 3	
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
Additive Alternate I									
1.	265	LF	REMOVE AND DISPOSE OF EXISTING PERIMTER ROCKWALL & INSTALL NEW PERIMETER ROCKWALL (COMPLETE IN PLACE)	\$86.25	\$22,856.25	\$76.70	\$20,325.50	\$94.00	\$24,910.00
Sum Total – Additive Alternate I (Item 1)				\$22,856.25		\$20,325.50		\$24,910.00	
Bid Bond				Yes		Yes		Yes	
Amendment (s) Acknowledged				Yes		Yes		Yes	

Approved By: ___/s/___
Date: 6/22/2021 ___

2021-1261 Pueblo Viejo Park Improvements

View List

1	SPARTAN CONSTRUCTION	ALLEN, STEVE
2	Abescape	Gallegos, Mari
3	AC Electrical Contra	Chacon, Ben
4	AMTEK	Rugh, John
5	Aquatic Resource Cen	Wells, Abby
6	Arrow Building Corp.	David, McGlohon
7	ARS landscaping corp	martinez, ryan
8	Barrier Fence LLC	Williams, Mark
9	Best Ironworks	Guardado, Carlos
10	BidJudge.com	Bid, Judge
11	Black Stallion Contr	Luna, Hector
12	Border Demolition	Anguiano, Carlos
13	Caballero Electric C	Caballero, Luis
14	CEA Group	Concha, David
15	Cemrock	Ekman, Keeler
16	CivilScape	Stanton, John
17	CMD Endeavors	Brayan, Chavarria
18	comaduran constructi	comaduran, richard
19	ConstructConnect	Kyle, Bellomy
20	construction Bid Sou	Gibson, Patty
21	Construction Journal	Exton, Pamela
22	Construction Reporte	Wood, Jane
23	Contractors Register	Deg, Maria
24	CSA Constructors	Oney, Hilary
25	DEL MAR CONTRACTING,	HARRISON, MIKE
26	Deltek	Management, Source
27	Desert Contracting	Ornelas, Pablo
28	Direx Construction,	Hudson, Brad
29	Dodge Data	Peggy, Koehn
30	DRS Rock Materials,	Soto, Daniel
31	DUGOUTS USA	Ragan, Bill
32	DYNAMO PLAYGROUNDS	Massie, Scott
33	ecoReach, Inc.	Erick, Osorio
34	EP MECHANICAL TECHNO	LEON, VIRGIL
35	Fulcrum Contracting	Jaramillo, Jorge
36	Globe Builders, LLC	Banks, Archie
37	Gracen Eng. And Cons	Sambrano, Michael
38	HAWK	Jorge, Ojeda
39	Horizone Constructio	Maldonado, Mariana
40	i- Sourcing Technolo	Balai, Rakesh
41	IMS	Gaynor, Shabron
42	Intertek-PSI	Vick, Thomas
43	JCSS	Myriam, Acosta
44	Jobe Materials, L.P.	Lowrance, Gloria
45	Keystone	Michael, Guillen

2021-1261 Pueblo Viejo Park Improvements

View List

46	Kraftsman Commercial	Puente, Ed
47	Lalo Iron Works	Loera, Jorge
48	Lizandro Naranjo	Naranjo, Lizandro
49	Lomeli and sons Land	Gonzalez, Ruben
50	Martinez Brothers Co	mota, pablo
51	Mijares-Mora Archite	Reyes, Franco
52	Mirador Enterprises	Villanueva, Veronica
53	Mission Trail Constr	Briseno, Fernando
54	Moreno Cardenas Inc.	Assad, Danny
55	MTI Ready Mix	Drapes, Michael
56	Natare Corporation	Ponto, Michelle
57	Noble General Contra	Rey, Nohemi
58	Perikin Enterprises	Diaz, Andrew
59	Pride General Contra	Salgado, Ramon
60	Prime Irrigation And	Ortiz, Lupe
61	Prime Vendor Inc.	Jones, Kim
62	QTO Solutions	Uddin, Nisar
63	RCPM,LLC	teran, miguel
64	Roman Construction	Valdespino, Carlos
65	SandWall	Wallace, Roberto
66	SELS USA LLC	HOPKINS, FRANK
67	Smartprocure	Bjornsson, Ron
68	SOTO WAndF LLC	Soto, Patricia
69	Star Pavers Construc	Yahve, Gallegos
70	Steel Specialties In	Thompson, Maria
71	Stoss Landscape Urba	Reed, Chris
72	The PlanIt Room	Hernandez, Cecilia
73	The PlayWell Group,	Popenoe, Jeff
74	triple m recreation	romero, ron
75	Veliz Construction	Perez Campos, Martin
76	Vertex Contractors,	Ruiz, Erika
77	Vitual Builders Exch	Olguin, Jeannette
78	Wayne Enterprises	Austin, Fork
79	Ztex Construction	Construction, Ztex
80		Banquil, Lovely
81		Martinez, Jessica
82		Werthmann, Joseph
83		Wolff, James
84		Watson, Frank



Pueblo Viejo Park Improvements

Solicitation 2021-1261

August 3, 2021

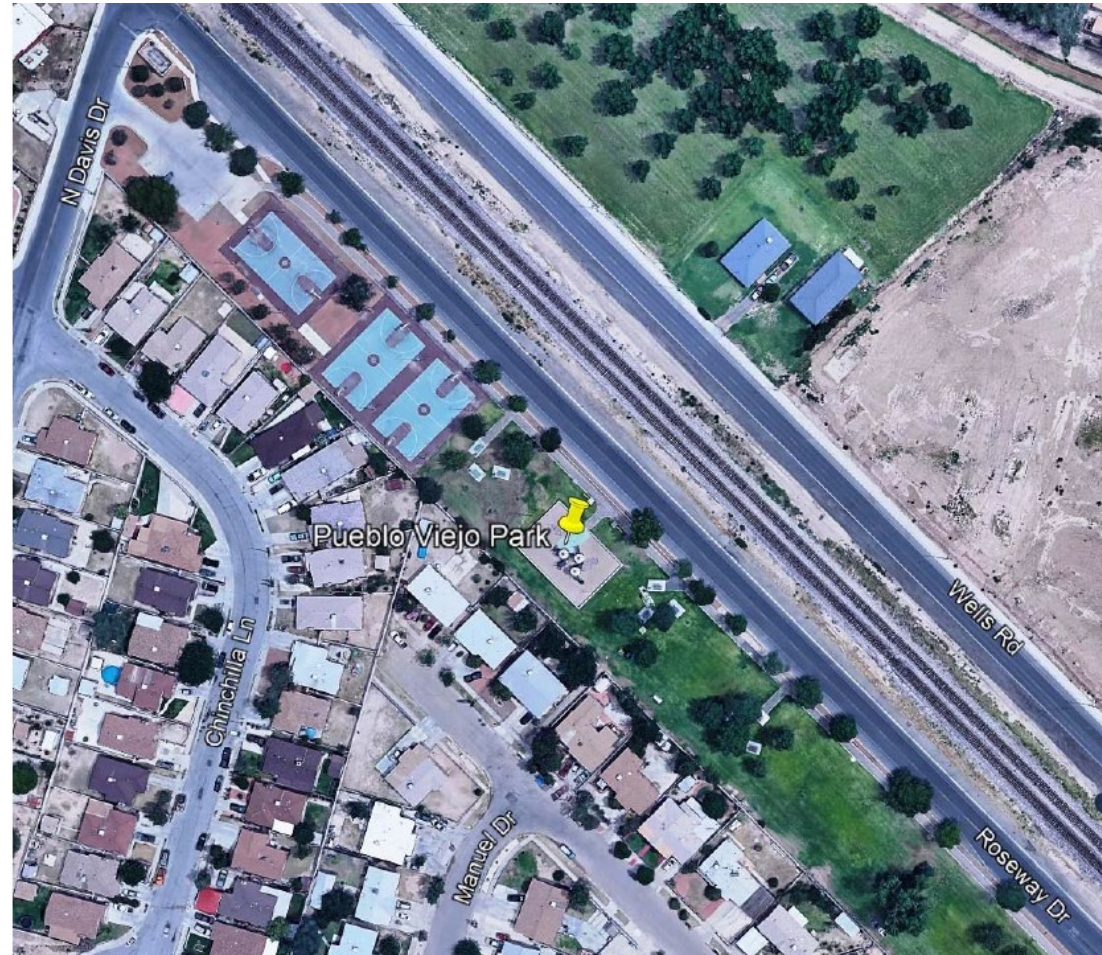
*Strategic goal No. 4:
Enhance El Paso's quality of life through recreational, cultural, and educational
environments*



PROJECT DETAILS

Pueblo Viejo Park Improvements Project	
LOCATION	Roseway Drive near the intersection of Davis Drive
DISTRICT	6
TOTAL BUDGET	\$525,641.65
FUNDING SOURCE	Community Development Block Grant

SITE PLAN AERIAL VIEW



Existing playground located adjacent to Roseway Drive near the intersection of Davis Drive.

SCOPE OF WORK

- Removal and replacement of existing playground equipment
- New solar lit, metal canopy over new playground equipment
- New concrete sidewalk entryway
- ADA accessible pedestrian ramp at playground entrance
- Engineered wood fiber on ground surface in playground area
- Rockwall with cap at playground

PROCUREMENT SUMMARY

- **Low Bid**
 - **Solicitation advertised on May 18 and May 25, 2021**
 - **3 firms submitted bids, 3 local vendors**
- **Recommendation**
 - **To award the construction contract to Martinez Bros. Contractors, LLC, a for an estimated award of \$395,296.00**
- **Construction Schedule**
 - **Start: Fall/ 2021**
 - **End: Spring /2022**

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

File #: 21-834, 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 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:

The award of Solicitation 2021-1262 Chuck Heinrich & Mary Frances Keisling Trailhead Improvements to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of \$306,397.69. The proposed project supports citizens' quality of life with amenities for outdoor recreation. The trailhead improvements at Chuck Heinrich & Mary Frances Keisling trailheads will consist of additional parking spaces, picnic table, information kiosk, drinking fountain, pet waste station, bike repair station, trees and irrigation.

Department:	Capital Improvement
Award to:	TAO INDUSTRIES INC., dba HAWK Construction El Paso, TX
Items:	Base Bid I, Base Bid II and Additive Alternate I
Initial Term:	135 Consecutive Calendar Days
Base Bid I:	\$131,137.05
Base Bid II:	\$153,732.59
Additive Alternate I:	\$ 21,528.05
Total Estimated Award:	\$306,397.69
Funding Source:	2012 Quality of Life Bond
Account:	190-4800-29010-580270-PCP13PRKE02
Districts:	1 and 4

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to TAO INDUSTRIES INC., dba HAWK Construction the lowest responsive and responsible bidder.

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

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

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

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

AGENDA DATE: August 3, 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: 1 and 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:

The award of solicitation 2021-1262 Chuck Heinrich & Mary Frances Keisling Trailhead Improvements to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of \$306,397.69.

BACKGROUND / DISCUSSION:

The proposed project supports citizens' quality of life with amenities for outdoor recreation. The trailhead improvements at Chuck Heinrich & Mary Frances Keisling trailheads will consist of additional parking spaces, picnic table, information kiosk, drinking fountain, pet waste station, bike repair station, trees and irrigation.

SELECTION SUMMARY:

Solicitation was advertised on May 18, 2021 and May 25, 2021. The solicitation was posted on City website on May 18, 2021. The email (Purmail) notification was sent out on May 20, 2021. There were a total of seventy five (75) 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: \$306,397.69

Funding Source: 2012 Quality of Life Bond

Account: 190/4800/29010/580270/PCP13PRKE02

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Capital Improvement

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*****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 **CONSENT AGENDA** for the Council Meeting of **August 3, 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:

The award of solicitation 2021-1262 Chuck Heinrich & Mary Frances Keisling Trailhead Improvements to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of \$306,397.69. The proposed project supports citizens' quality of life with amenities for outdoor recreation. The trailhead improvements at Chuck Heinrich & Mary Frances Keisling trailheads will consist of additional parking spaces, picnic table, information kiosk, drinking fountain, pet waste station, bike repair station, trees and irrigation.

Department:	Capital Improvement
Award to:	TAO INDUSTRIES INC., dba HAWK Construction El Paso, TX
Item(s):	Base Bid I, Base Bid II and Additive Alternate I
Initial Term:	135 Consecutive Calendar Days
Base Bid I:	\$131,137.05
Base Bid II:	\$153,732.59
Additive Alternate I:	\$ 21,528.05
Total Estimated Award:	\$306,397.69
Funding Source:	2012 Quality of Life Bond
Account:	190/4800/29010/580270/ PCP13PRKE02
District(s):	1 and 4

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to TAO INDUSTRIES INC., dba HAWK Construction the lowest responsive and responsible bidder.

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

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

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

Bid Tab Summary

2021-1262 Chuck Heinrich & Mary Frances Keisling Trailhead Improvements

	Contractor	Base Bid I	Base Bid II	Additive Alternate I	Total Amount
1	TAO Industries Inc., dba HAWK Construction	\$131,137.05	\$153,732.59	\$21,528.05	\$306,397.69
2	Pride General Contractors, LLC	\$142,909.99	\$170,069.29	\$18,995.78	\$331,975.06
3	Martinez Bros Contractors, LLC	\$211,903.40	\$162,320.72	\$22,833.50	\$397,057.62
4	Horizone Construction I, Ltd	\$193,000.00	\$166,000.00	\$35,000.00	\$394,000.00
5	Black Stallion Contractors, Inc.	\$189,502.30	\$214,331.20	\$21,803.69	\$425,637.19



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO: 2021-1262**
BID DATE: June 16, 2021 **DEPARTMENT: Capital Improvement**

				Black Stallion Contractors, Inc.		Horizone Construction I, Ltd		Martinez Bros Contractors, LLC		Pride General Contractors, LLC	
				El Paso, TX Bidder 1 of 5		El Paso, TX Bidder 2 of 5		El Paso, TX Bidder 3 of 5		El Paso, TX Bidder 4 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	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals

Base Bid I: Chuck Heinrich Trailhead

1.	Left Blank Internationally										
2.	1	LS	Demolition	\$6,325.00	\$6,325.00	\$5,282.30	\$5,282.30	\$10,200.00	\$10,200.00	\$6,150.00	\$6,150.00
3.	2	CY	Earthwork (Cut)	\$115.00	\$230.00	\$198.00	\$396.00	\$300.00	\$600.00	\$156.21	\$312.42
4.	950	SF	Stabilized Screenings (Pedestrian)	\$2.30	\$2,185.00	\$2.45	\$2,327.50	\$42.00	\$39,900.00	\$3.69	\$3,505.50
5.	1	EA	Concrete Ada Ramp	\$977.50	\$977.50	\$1,316.00	\$1,316.00	\$1,020.00	\$1,020.00	\$1,845.00	\$1,845.00
6.	1	EA	Trash Receptacle (Contractor Furnished)	\$8,050.00	\$8,050.00	\$4,486.00	\$4,486.00	\$3,360.00	\$3,360.00	\$4,305.00	\$4,305.00
7.	60	DAY	Traffic Control	\$126.50	\$7,590.00	\$152.00	\$9,120.00	\$270.00	\$16,200.00	\$92.25	\$5,535.00
8.	60	DAY	SWPPP	\$149.50	\$8,970.00	\$93.70	\$5,622.00	\$192.00	\$11,520.00	\$30.75	\$1,845.00
9.	579	SF	Sidewalk	\$5.75	\$3,329.25	\$9.00	\$5,211.00	\$6.00	\$3,474.00	\$6.46	\$3,740.34
10.	48	LF	Standard Curb	\$13.80	\$662.40	\$30.80	\$1,478.40	\$12.00	\$576.00	\$21.53	\$1,033.44



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO: 2021-1262**
BID DATE: June 16, 2021 **DEPARTMENT: Capital Improvement**

				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 5			Horizone Construction I, Ltd El Paso, TX Bidder 2 of 5			Martinez Bros Contractors, LLC El Paso, TX Bidder 3 of 5			Pride General Contractors, LLC El Paso, TX Bidder 4 of 5
ITEM NO.	APX QTY	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	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
Base Bid I: Chuck Heinrich Trailhead													
11.	108	LF	Fence (STEEL CABLE)	\$140.30	\$15,152.40	\$185.45	\$20,028.60	\$146.40	\$15,811.20	\$79.95	\$8,634.60		
12.	1	EA	New Water Fountain, Water Service Line and Connection	\$40,250.00	\$40,250.00	\$9,120.00	\$9,120.00	\$9,840.00	\$9,840.00	\$11,070.00	\$11,070.00		
13.	1	EA	Park Plaque (Owner Furnished)	\$3,450.00	\$3,450.00	\$2,280.00	\$2,280.00	\$672.00	\$672.00	\$123.00	\$123.00		
14.	1	EA	Bicycle Repair Station	\$3,795.00	\$3,795.00	\$3,040.00	\$3,040.00	\$1,800.00	\$1,800.00	\$3,075.00	\$3,075.00		
15.	1	EA	Mitt Mutt Station	\$1,035.00	\$1,035.00	\$608.00	\$608.00	\$900.00	\$900.00	\$984.00	\$984.00		
16.	1	EA	Table With Canopy	\$5,175.00	\$5,175.00	\$8,350.00	\$8,350.00	\$16,800.00	\$16,800.00	\$17,220.00	\$17,220.00		
17.	1	EA	Information Kiosk	\$17,250.00	\$17,250.00	\$34,820.00	\$34,820.00	\$16,800.00	\$16,800.00	\$17,958.00	\$17,958.00		
18.	10	EA	Wheel Stop	\$189.75	\$1,897.50	\$382.90	\$3,829.00	\$192.00	\$1,920.00	\$148.83	\$1,488.30		
19.	47	LF	Metal Edging	\$3.45	\$162.15	\$22.80	\$1,071.60	\$19.20	\$902.40	\$7.38	\$346.86		



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO:** 2021-1262
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Black Stallion Contractors, Inc.		Horizone Construction I, Ltd		Martinez Bros Contractors, LLC		Pride General Contractors, LLC	
				El Paso, TX Bidder 1 of 5		El Paso, TX Bidder 2 of 5		El Paso, TX Bidder 3 of 5		El Paso, TX Bidder 4 of 5	
ITEM NO.	APX QTY	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	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid I: Chuck Heinrich Trailhead											
20.	155	LF	Curb & Gutter	\$23.00	\$3,565.00	\$28.15	\$4,363.25	\$12.00	\$1,860.00	\$28.91	\$4,481.05
21.	154	SY	HMAC	\$51.75	\$7,969.50	\$68.80	\$10,595.20	\$75.00	\$11,550.00	\$36.90	\$5,682.60
22.	50	SY	Remove & Replace HMAC	\$69.00	\$3,450.00	\$52.40	\$2,620.00	\$12.00	\$600.00	\$49.20	\$2,460.00
23.	1	EA	Handicap Sign	\$1,035.00	\$1,035.00	\$455.90	\$455.90	\$732.00	\$732.00	\$369.00	\$369.00
24.	302	SF	Reinforced Concrete Ada Accessible Parking	\$9.78	\$2,953.56	\$12.70	\$3,835.40	\$7.80	\$2,355.60	\$11.07	\$3,343.14
25.	5,615	SF	Rock Mulch, 3-Inch, W/ Weed Fabric	\$2.19	\$12,296.85	\$2.85	\$16,002.75	\$1.08	\$6,064.20	\$2.46	\$13,812.90
26.	9	EA	2-Inch Caliper Tree	\$862.50	\$7,762.50	\$1,140.00	\$10,260.00	\$444.00	\$3,996.00	\$430.50	\$3,874.50
27.	9	EA	Boulder	\$370.30	\$3,332.70	\$488.90	\$4,400.10	\$330.00	\$2,970.00	\$270.60	\$2,435.40
28.	1	LS	Automatic Irrigation System	\$2,875.00	\$2,875.00	\$3,740.00	\$3,740.00	\$14,400.00	\$14,400.00	\$7,380.00	\$7,380.00
29.	1	LS	Minor Grading	\$4,025.00	\$4,025.00	\$4,635.00	\$4,635.00	\$5,400.00	\$5,400.00	\$2,337.00	\$2,337.00



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO:** 2021-1262
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 5			Horizone Construction I, Ltd El Paso, TX Bidder 2 of 5			Martinez Bros Contractors, LLC El Paso, TX Bidder 3 of 5			Pride General Contractors, LLC El Paso, TX Bidder 4 of 5	
ITEM NO.	APX QTY	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	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	
Base Bid I: Chuck Heinrich Trailhead														
30.	14	EA	Boulders Relocation	\$362.25	\$5,071.50	\$479.00	\$6,706.00	\$120.00	\$1,680.00	\$147.60	\$2,066.40			
Sum Total – Base Bid I (Items 2-30)				\$180,822.81		\$186,000.00		\$203,903.40		\$137,413.45				
Mobilization (Not to exceed 5% of Sum Total of Base Bid)				\$8,679.49		\$7,000.00		\$8,000.00		\$5,496.54				
Sum Total (Base Bid I and Mobilization)				\$189,502.30		\$193,000.00		\$211,903.40		\$142,909.99				



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO:** 2021-1262
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 5			Horizone Construction I, Ltd El Paso, TX Bidder 2 of 5			Martinez Bros Contractors, LLC El Paso, TX Bidder 3 of 5			Pride General Contractors, LLC El Paso, TX Bidder 4 of 5
ITEM NO.	APX QTY	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	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
Additive Alternate I: Chuck Heinrich Trailhead													
1.	Left Blank Internationally												
2.	1	LS	Demolition	\$2,530.00	\$2,530.00	\$4,122.00	\$4,122.00	\$2,500.00	\$2,500.00	\$3,075.00	\$3,075.00		
3.	7	CY	Import Fill	\$80.50	\$563.50	\$207.80	\$1,454.60	\$78.00	\$546.00	\$156.21	\$1,093.47		
4.	270	SF	Sidewalk	\$5.75	\$1,552.50	\$16.20	\$4,374.00	\$7.20	\$1,944.00	\$6.46	\$1,744.20		
5.	45	LF	Fence (STEEL CABLE)	\$140.30	\$6,313.50	\$193.80	\$8,721.00	\$146.40	\$6,588.00	\$73.80	\$3,321.00		
6.	5	EA	Wheel Stop	\$189.75	\$948.75	\$320.60	\$1,603.00	\$192.00	\$960.00	\$148.83	\$744.15		
7.	45	LF	Curb & Gutter	\$23.00	\$1,035.00	\$32.70	\$1,471.50	\$12.00	\$540.00	\$28.91	\$1,300.95		
8.	86	SY	HMAC	\$51.75	\$4,450.50	\$88.40	\$7,602.40	\$87.00	\$7,482.00	\$49.20	\$4,231.20		
9.	770	SF	Rock Mulch, 3-Inch, W/ Weed Fabric	\$2.19	\$1,686.30	\$2.95	\$2,271.50	\$1.15	\$885.50	\$2.46	\$1,894.20		



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO:** 2021-1262
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 5	Horizone Construction I, Ltd El Paso, TX Bidder 2 of 5	Martinez Bros Contractors, LLC El Paso, TX Bidder 3 of 5	Pride General Contractors, LLC El Paso, TX Bidder 4 of 5				
ITEM NO.	APX QTY	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	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Additive Alternate I: Chuck Heinrich Trailhead											
10.	2	EA	2-Inch Caliper Tree	\$862.50	\$1,725.00	\$1,190.00	\$2,380.00	\$444.00	\$888.00	\$430.50	\$861.00
Sum Total – Alternative I (Items 2-10)				\$20,805.05		\$34,000.00		\$22,333.50		\$18,265.17	
Mobilization (Not to exceed 5% of Sum Total of Alternative I)				\$998.64		\$1,000.00		\$500.00		\$730.61	
Sum Total (Alternative I and Mobilization)				\$21,803.69		\$35,000.00		\$22,833.50		\$18,995.78	



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO:** 2021-1262
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 4		Horizone Construction I, Ltd El Paso, TX Bidder 2 of 4		Martinez Bros Contractors, LLC El Paso, TX Bidder 3 of 4		Pride General Contractors, LLC El Paso, TX Bidder 4 of 4	
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	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid II: Mary Frances Keisling Trailhead											
1.	Left Blank Internationally										
2.	1	LS	Demolition	\$5,175.00	\$5,175.00	\$683.75	\$683.75	\$3,000.00	\$3,000.00	\$8,610.00	\$8,610.00
3.	5,400	SF	Clearing & Grubbing	\$0.58	\$3,132.00	\$0.60	\$3,240.00	\$2.40	\$12,960.00	\$2.21	\$11,934.00
4.	30	CY	Import Fill	\$63.25	\$1,897.50	\$59.85	\$1,795.50	\$57.60	\$1,728.00	\$161.13	\$4,833.90
5.	660	SF	Stabilized Screenings (Pedestrian)	\$1.90	\$1,254.00	\$2.15	\$1,419.00	\$1.40	\$924.00	\$3.69	\$2,435.40
6.	1	EA	Trash Receptacle (Contractor Furnished)	\$8,050.00	\$8,050.00	\$4,500.00	\$4,500.00	\$1,920.00	\$1,920.00	\$4,305.00	\$4,305.00
7.	60	DAY	Traffic Control	\$51.75	\$3,105.00	\$133.35	\$8,001.00	\$120.00	\$7,200.00	\$73.80	\$4,428.00
8.	60	DAY	SWPPP	\$155.25	\$9,315.00	\$50.65	\$3,039.00	\$102.00	\$6,120.00	\$30.75	\$1,845.00
9.	1,402	SF	Sidewalk	\$5.75	\$8,061.50	\$6.15	\$8,622.30	\$7.20	\$10,094.40	\$6.77	\$9,491.54
10.	90	LF	Fence (STEEL CABLE)	\$140.30	\$12,627.00	\$162.70	\$14,643.00	\$146.40	\$13,176.00	\$79.95	\$7,195.50



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO:** 2021-1262
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Black Stallion Contractors, Inc.		Horizone Construction I, Ltd		Martinez Bros Contractors, LLC		Pride General Contractors, LLC	
				El Paso, TX Bidder 1 of 4		El Paso, TX Bidder 2 of 4		El Paso, TX Bidder 3 of 4		El Paso, TX Bidder 4 of 4	
ITEM NO.	APX QTY	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	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid II: Mary Frances Keisling Trailhead											
11.	1	EA	New Water Fountain, Water Service Line and Connection	\$46,000.00	\$46,000.00	\$8,000.00	\$8,000.00	\$9,840.00	\$9,840.00	\$11,070.00	\$11,070.00
12.	1	EA	Park Plaque (Owner Furnished)	\$3,450.00	\$3,450.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$123.00	\$123.00
13.	1	EA	Bicycle Repair Station	\$3,795.00	\$3,795.00	\$2,670.00	\$2,670.00	\$2,640.00	\$2,640.00	\$3,075.00	\$3,075.00
14.	1	EA	Mitt Mutt Station	\$1,035.00	\$1,035.00	\$533.45	\$533.45	\$2,160.00	\$2,160.00	\$984.00	\$984.00
15.	1	EA	Table with Canopy	\$5,175.00	\$5,175.00	\$7,335.00	\$7,335.00	\$16,800.00	\$16,800.00	\$17,220.00	\$17,220.00
16.	1	EA	Information Kiosk	\$17,250.00	\$17,250.00	\$30,550.00	\$30,550.00	\$16,800.00	\$16,800.00	\$17,958.00	\$17,958.00
17.	10	EA	Wheel Stop	\$189.75	\$1,897.50	\$337.50	\$3,375.00	\$192.00	\$1,920.00	\$148.83	\$1,488.30
18.	82	LF	Metal Edging	\$3.45	\$282.90	\$20.00	\$1,640.00	\$5.76	\$472.32	\$7.38	\$605.16
19.	21	LF	Header Curb	\$13.80	\$289.80	\$29.10	\$611.10	\$16.80	\$352.80	\$16.61	\$348.81



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO:** 2021-1262
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 4			Horizone Construction I, Ltd El Paso, TX Bidder 2 of 4			Martinez Bros Contractors, LLC El Paso, TX Bidder 3 of 4			Pride General Contractors, LLC El Paso, TX Bidder 4 of 4	
ITEM NO.	APX QTY	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	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	
Base Bid II: Mary Frances Keisling Trailhead														
20.	182	SY	HMAC	\$51.75	\$9,418.50	\$46.50	\$8,463.00	\$66.60	\$12,121.20	\$49.20	\$8,954.40			
21.	10	SY	Remove & Replace HMAC	\$74.75	\$747.50	\$84.40	\$844.00	\$60.00	\$600.00	\$56.58	\$565.80			
22.	225	CY	Over-Excavate 24-Inch Select Fill	\$103.50	\$23,287.50	\$11.50	\$2,587.50	\$30.00	\$6,750.00	\$23.37	\$5,258.25			
23.	8,000	SF	Rock Mulch, 3-Inch, W/ Weed Fabric	\$2.19	\$17,520.00	\$2.50	\$20,000.00	\$1.08	\$8,640.00	\$2.46	\$19,680.00			
24.	13	EA	2-Inch Caliper Tree	\$862.50	\$11,212.50	\$1,000.00	\$13,000.00	\$474.00	\$6,162.00	\$430.50	\$5,596.50			
25.	21	EA	Boulder	\$370.30	\$7,776.30	\$429.40	\$9,017.40	\$300.00	\$6,300.00	\$270.60	\$5,682.60			
26.	1	LS	Automatic Irrigation System	\$2,760.00	\$2,760.00	\$3,080.00	\$3,080.00	\$4,440.00	\$4,440.00	\$9,840.00	\$9,840.00			
Sum Total – Base Bid II (Items 2-26)				\$204,514.50		\$159,650.00		\$156,120.72		\$163,528.16				
Mobilization (Not to exceed 5% of Sum Total of Base Bid)				\$9,816.70		\$6,350.00		\$6,200.00		\$6,541.13				
Sum Total (Base Bid II and Mobilization)				\$214,331.20		\$166,000.00		\$162,320.72		\$170,069.29				
Sum Total – Base Bid I and Base Bid II				\$403,833.50		\$359,000.00		\$374,224.12		\$312,979.28				
Amendment(s) Acknowledged				N/A		N/A		N/A		N/A				
Bid Bond				Yes		Yes		Yes		Yes				



**CITY OF EL PASO
 BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO: 2021-1262**
BID DATE: June 16, 2021 **DEPARTMENT: Capital Improvement**

				TAO Industries Inc., dba HAWK Construction							
				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						
Base Bid I: Chuck Heinrich Trailhead											
1.	Left Blank Internationally										
2.	1	LS	Demolition	\$3,920.07	\$3,920.07						
3.	2	CY	Earthwork (Cut)	\$2,282.83	\$4,565.66						
4.	950	SF	Stabilized Screenings (Pedestrian)	\$1.84	\$1,748.00						
5.	1	EA	Concrete Ada Ramp	\$1,567.67	\$1,567.67						
6.	1	EA	Trash Receptacle (Contractor Furnished)	\$6,018.97	\$6,018.97						
7.	60	DAY	Traffic Control	\$34.24	\$2,054.40						
8.	60	DAY	SWPPP	\$105.30	\$6,318.00						
9.	579	SF	Sidewalk	\$6.34	\$3,670.86						
10.	48	LF	Standard Curb	\$30.35	\$1,456.80						



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO: 2021-1262**
BID DATE: June 16, 2021 **DEPARTMENT: Capital Improvement**

				TAO Industries Inc., dba HAWK Construction El Paso, TX Bidder 5 of 5							
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals						
Base Bid I: Chuck Heinrich Trailhead											
11.	108	LF	Fence (STEEL CABLE)	\$87.34	\$9,432.72						
12.	1	EA	New Water Fountain, Water Service Line and Connection	\$8,401.87	\$8,401.87						
13.	1	EA	Park Plaque (Owner Furnished)	\$83.62	\$83.62						
14.	1	EA	Bicycle Repair Station	\$1,920.37	\$1,920.37						
15.	1	EA	Mitt Mutt Station	\$540.18	\$540.18						
16.	1	EA	Table With Canopy	\$9,252.57	\$9,252.57						
17.	1	EA	Information Kiosk	\$14,470.79	\$14,470.79 Contractor's Price: \$4,470.79						
18.	10	EA	Wheel Stop	\$87.75	\$877.50						
19.	47	LF	Metal Edging	\$6.85	\$321.95						



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements
BID DATE: June 16, 2021

BID NO: 2021-1262
DEPARTMENT: Capital Improvement

				TAO Industries Inc., dba HAWK Construction							
				El Paso, TX							
				Bidder 5 of 5							
ITEM NO.	APX QTY	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	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
Base Bid I: Chuck Heinrich Trailhead											
20.	155	LF	Curb & Gutter	\$26.57	\$4,118.35						
21.	154	SY	HMAC	\$55.99	\$8,622.46						
22.	50	SY	Remove & Replace HMAC	\$85.07	\$4,253.50						
23.	1	EA	Handicap Sign	\$738.38	\$738.38						
24.	302	SF	Reinforced Concrete Ada Accessible Parking	\$9.74	\$2,941.48						
25.	5,615	SF	Rock Mulch, 3-Inch, W/ Weed Fabric	\$2.13	\$11,959.95						
26.	9	EA	2-Inch Caliper Tree	\$855.55	\$7,699.95						
27.	9	EA	Boulder	\$367.54	\$3,307.86						
28.	1	LS	Automatic Irrigation System	\$2,804.45	\$2,804.45						
29.	1	LS	Minor Grading	\$570.71	\$570.71						



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO: 2021-1262**
BID DATE: June 16, 2021 **DEPARTMENT: Capital Improvement**

				TAO Industries Inc., dba HAWK Construction El Paso, TX Bidder 5 of 5					
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals				
Base Bid I: Chuck Heinrich Trailhead									
30.	14	EA	Boulders Relocation	\$114.14	\$1,597.96				
Sum Total – Base Bid I (Items 2-30)				\$125,237.05					
Mobilization (Not to exceed 5% of Sum Total of Base Bid)				\$5,900.00					
Sum Total (Base Bid I and Mobilization)				\$131,137.05					



**CITY OF EL PASO
 BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO:** 2021-1262
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				TAO Industries Inc., dba HAWK Construction El Paso, TX Bidder 5 of 5							
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals						
Additive Alternate I: Chuck Heinrich Trailhead											
1.	Left Blank Internationally										
2.	1	LS	Demolition	\$2,646.26	\$2,646.26						
3.	7	CY	Import Fill	\$228.28	\$1,597.96						
4.	270	SF	Sidewalk	\$8.39	\$2,265.30						
5.	45	LF	Fence (STEEL CABLE)	\$87.51	\$3,937.95						
6.	5	EA	Wheel Stop	\$87.75	\$438.75						
7.	45	LF	Curb & Gutter	\$34.95	\$1,572.75						
8.	86	SY	HMAC	\$56.01	\$4,816.86						
9.	770	SF	Rock Mulch, 3-Inch, W/ Weed Fabric	\$2.13	\$1,640.10						



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO: 2021-1262**
BID DATE: June 16, 2021 **DEPARTMENT: Capital Improvement**

				TAO Industries Inc., dba HAWK Construction El Paso, TX Bidder 5 of 5						
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals					
Additive Alternate I: Chuck Heinrich Trailhead										
10.	2	EA	2-Inch Caliper Tree	\$856.06	\$1,712.12					
Sum Total – Alternative I (Items 2-10)				\$20,628.05						
Mobilization (Not to exceed 5% of Sum Total of Alternative I)				\$900.00						
Sum Total (Alternative I and Mobilization)				\$21,528.05						



**CITY OF EL PASO
 BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO: 2021-1262**
BID DATE: June 16, 2021 **DEPARTMENT: Capital Improvement**

				TAO Industries Inc., dba HAWK Construction							
				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						
Base Bid II: Mary Frances Keisling Trailhead											
1.	Left Blank Internationally										
2.	1	LS	Demolition	\$3,233.85	\$3,233.85						
3.	5,400	SF	Clearing & Grubbing	\$0.38	\$2,052.00						
4.	30	CY	Import Fill	\$57.07	\$1,712.10						
5.	660	SF	Stabilized Screenings (Pedestrian)	\$1.84	\$1,214.40						
6.	1	EA	Trash Receptacle (Contractor Furnished)	\$6,018.97	\$6,018.97						
7.	60	DAY	Traffic Control	\$45.66	\$2,739.60						
8.	60	DAY	SWPPP	\$143.15	\$8,589.00						
9.	1,402	SF	Sidewalk	\$8.40	\$11,776.80						
10.	90	LF	Fence (STEEL CABLE)	\$87.27	\$7,854.30						



**CITY OF EL PASO
 BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO: 2021-1262**
BID DATE: June 16, 2021 **DEPARTMENT: Capital Improvement**

				TAO Industries Inc., dba HAWK Construction El Paso, TX Bidder 5 of 5							
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals						
Base Bid II: Mary Frances Keisling Trailhead											
11.	1	EA	New Water Fountain, Water Service Line and Connection	\$12,749.03	\$12,749.03						
12.	1	EA	Park Plaque (Owner Furnished)	\$83.62	\$83.62						
13.	1	EA	Bicycle Repair Station	\$1,920.37	\$1,920.37						
14.	1	EA	Mitt Mutt Station	\$540.18	\$540.18						
15.	1	EA	Table with Canopy	\$9,252.57	\$9,252.57						
16.	1	EA	Information Kiosk	\$14,470.79	\$14,470.79						
17.	10	EA	Wheel Stop	\$87.75	\$877.50						
18.	82	LF	Metal Edging	\$6.85	\$561.70						
19.	21	LF	Header Curb	\$34.93	\$733.53						



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Chuck Heinrich & Mary Frances Keisling Trailhead Improvements **BID NO:** 2021-1262
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				TAO Industries Inc., dba HAWK Construction El Paso, TX Bidder 5 of 5							
ITEM NO.	APX QTY	UNIT	BRIEF DESCRIPTION OF ITEM	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals						
Base Bid II: Mary Frances Keisling Trailhead											
20.	182	SY	HMAC	\$40.04	\$7,287.28						
21.	10	SY	Remove & Replace HMAC	\$85.10	\$851.00						
22.	225	CY	Over-Excavate 24-Inch Select Fill	\$61.30	\$13,792.50						
23.	8,000	SF	Rock Mulch, 3-Inch, W/ Weed Fabric	\$2.13	\$17,040.00						
24.	13	EA	2-Inch Caliper Tree	\$856.06	\$11,128.78						
25.	21	EA	Boulder	\$367.54	\$7,718.34						
26.	1	LS	Automatic Irrigation System	\$2,634.38	\$2,634.38						
Sum Total – Base Bid II (Items 2-26)				\$146,832.59							
Mobilization (Not to exceed 5% of Sum Total of Base Bid)				\$6,900.00							
Sum Total (Base Bid II and Mobilization)				\$153,732.59							
Sum Total – Base Bid I and Base Bid II				\$284,869.64							
Amendment(s) Acknowledged				N/A							
Bid Bond				Yes							

2021-1202 Chuck Heinrich & Mary Frances Keisling Trailhead Improvements
Views List

1	Skertchly, Edgar	AAA General Contrato
2	Surtees, Samuel	Abacus Project Manag
3	Gallegos, Mari	Abescape
4	Chacon, Ben	AC Electrical Contra
5	Gomez, Priscilla	American Pavement Pr
6	Rugh, John	AMTEK
7	David, McGlohon	Arrow Building Corp.
8	Williams, Mark	Barrier Fence LLC
9	Guardado, Carlos	Best Ironworks
10	Luna, Hector	Black Stallion Contr
11	Caballero, Luis	Caballero Electric C
12	Concha, David	CEA Group
13	Brayan, Chavarria	CMD Endeavors
14	comaduran, richard	comaduran constructi
15	Kyle, Bellomy	ConstructConnect
16	Gibson, Patty	construction Bid Sou
17	Exton, Pamela	Construction Journal
18	Wood, Jane	Construction Reporte
19	Deg, Maria	Contractors Register
20	Oney, Hilary	CSA Constructors
21	Steve, Teran	DAndH United
22	Research, Manager	DeAngelo Brothers LL
23	HARRISON, MIKE	DEL MAR CONTRACTING,
24	Management, Source	Deltek
25	Hudson, Brad	Direx Construction,
26	Peggy, Koehn	Dodge Data
27	Loganathan, Jayalakshmi	Dodge Data And Analy
28	Soto, Daniel	DRS Rock Materials,
29	Escobedo, Mario	EGL Construction Inc
30	Soto, Lorena	El Paso Sanitation S
31	Dominguez, Luis	Enotsyek
32	Jaramillo, Jorge	Fulcrum Contracting
33	Urteaga, Jesse	GLOBAL DOORS LLC
34	Banks, Archie	Globe Builders, LLC
35	Sambrano, Michael	Gracen Eng. And Cons
36	Vasquez, Frank	Greenfields Outdoor
37	Jorge, Ojeda	HAWK
38	Maldonado, Mariana	Horizone Constructio
39	Balai, Rakesh	i- Sourcing Technolo
40	Gaynor, Shabron	IMS
41	Peterson, Allen	INDOFF INC.
42	Cody, Brannon	Integrated Marketing
43	Concha, Joe	Iron Horse Electrica
44	avila, mike	J. Carrizal General
45	Guillermo, Ovies	J.A.R

2021-1202 Chuck Heinrich & Mary Frances Keisling Trailhead Improvements
Views List

46	Lowrance, Gloria	Jobe Materials, L.P.
47	Figueroa, Joseph	Jordan Foster Constr
48	taylor, dallas	Kenkae industries
49	Michael, Guillen	Keystone
50	Naranjo, Lizandro	Lizandro Naranjo
51	mota, pablo	Martinez Brothers Co
52	Mercer, Garrett	MERCER TECHNOLOGIES
53	Medina, Mercedes	MIRADOR Enterprises,
54	Briseno, Fernando	Mission Trail Constr
55	Drapes, Michael	MTI Ready Mix
56	Rey, Nohemi	Noble General Contra
57	Silva, Luis	Perikin Enterprises
58	Salgado, Ramon	Pride General Contra
59	Ortiz, Lupe	Prime Irrigation And
60	Jones, Kim	Prime Vendor Inc.
61	Miller, Mary	PWXPress
62	Morris, Bryan	RBM Engineering, In
63	Valdespino, Carlos	Roman Construction
64	Torres, Elizabeth	SigmCon
65	Bjornsson, Ron	Smartprocure
66	Soto, Patricia	SOTO WAndF LLC
67	ALLEN, STEVE	SPARTAN CONSTRUCTION
68	Yahve, Gallegos	Star Pavers Construc
69	Hernandez, Cecilia	The PlanIt Room
70	Hoskins, Greg	UBC Precast
71	Perez Campos, Martin	Veliz Construction
72	Ruiz, Erika	Vertex Contractors,
73	Olguin, Jeannette	Vitual Builders Exch
74	Austin, Fork	Wayne Enterprises
75	Construction, Ztex	Ztex Construction



Chuck Heinrich & Mary Frances Keisling

Trailheads

August 3, 2021

Improvements

Strategic Plan Goal:

4) Enhance El Paso's Quality of Life Through Recreational, Cultural and Educational Environments

Project Details



Location:	Chuck Heinrich Park – 10899 Officer Andrew Barcena Dr. Mary Frances Keisling Park – 651 Gomez Rd.
District(s):	1 & 4
Total Budget:	\$1,000,000.00
Funding Source:	2012 Quality of Life Bond

Project Details

- **Chuck Heinrich & Mary Frances Keisling**
 - **Picnic table**
 - **Bicycle Repair Station**
 - **Map Kiosk**
 - **Drinking Fountain**
 - **Mutt Mitt Station**
 - **Trash Receptacle**
 - **Tree Landscaping & Irrigation**
 - **Additional Parking Spaces**



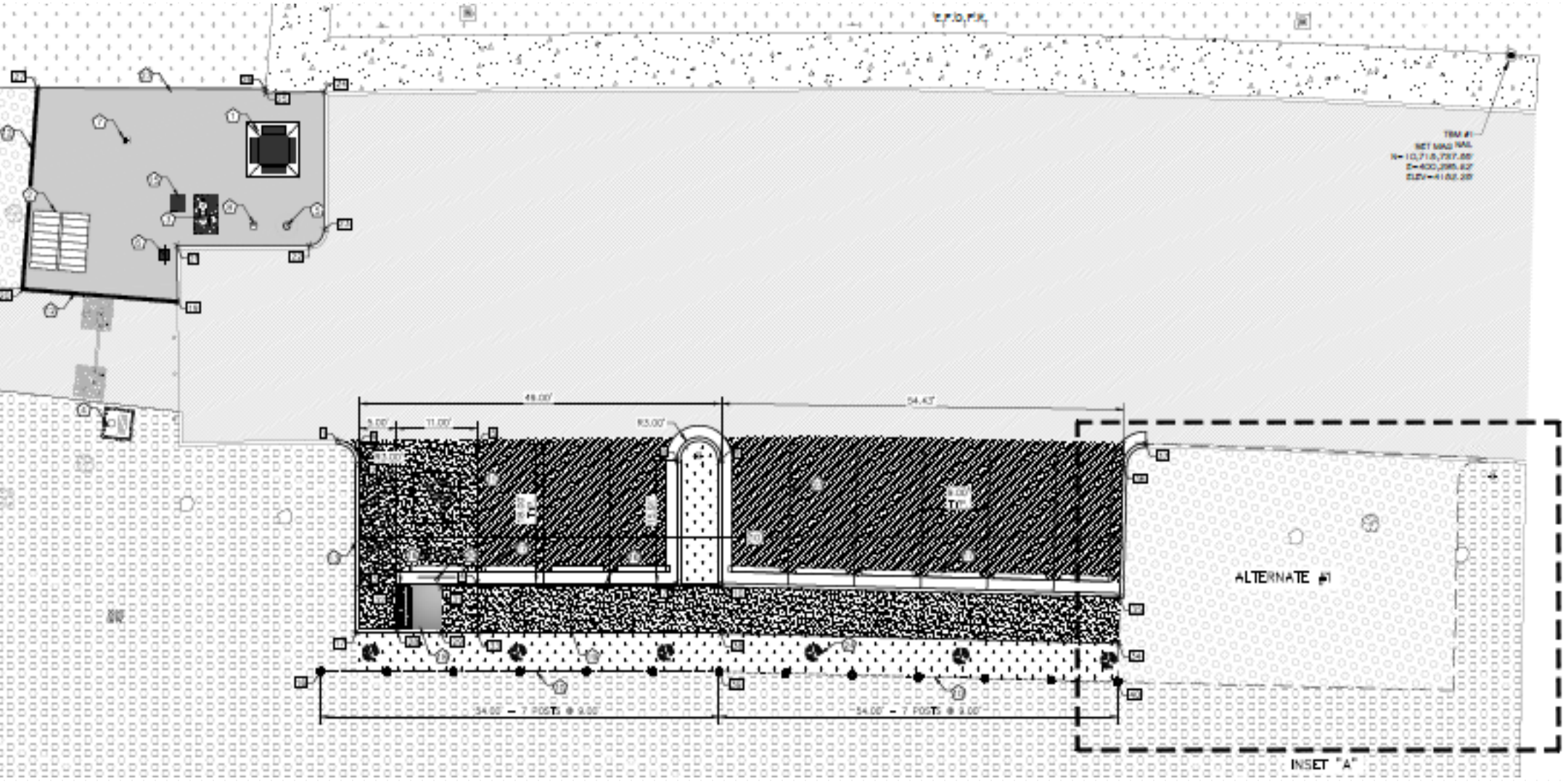
Chuck Heinrich Trailhead



Trailhead serves the following trails:

- El Paso Tin Mine Trail
- Lazy Cow Trail
- Maze – Cardiac Hill Loop Trail
- Mad Cow Trail

Project Site Plan: Chuck Heinrich



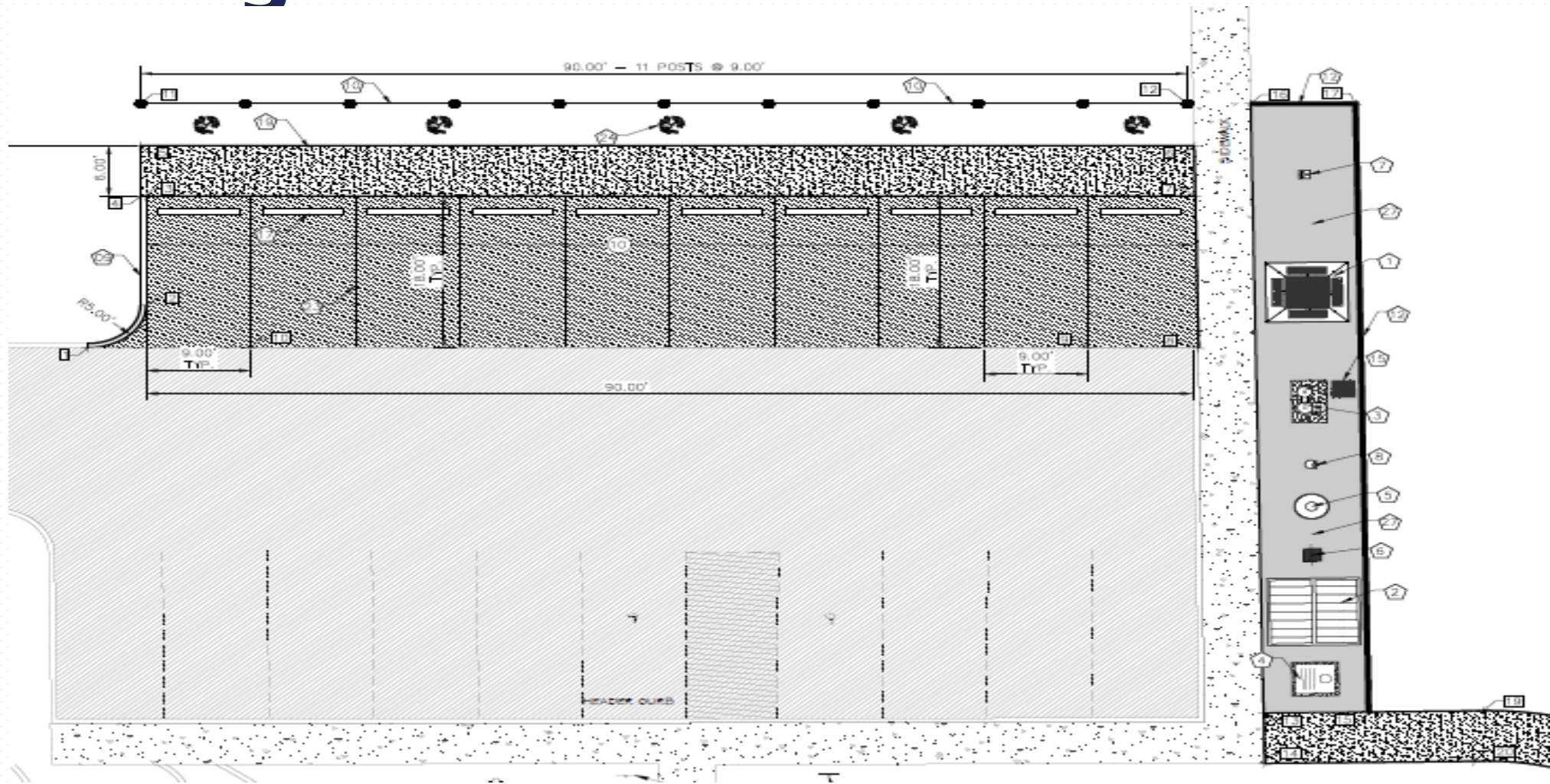
Mary Frances Keisling Trailhead



Trailhead serves the following trails:

- Rio Grande Loop Trail
- Rio Grande Riverpark & Trail System
- Mary Frances Park Trail

Project Site Plan: Mary Frances Keisling



Procurement Summary



- **Procurement Method**
 - Solicitation advertised on *May 18, 2021* and *May 25, 2021*
 - Five (5) firms submitted bids, all Five (5) are local vendors
 - Recommendation
 - To award the construction contract to TAO INDUSTRIES INC., dba HAWK Construction in the amount of \$306,397.69

- **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,
Accountability, **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

File #: 21-840, 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

Zoo, Joseph Montisano, (915) 212-2800

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 4.2 Create innovative recreational, educational, and cultural programs.

Award Summary:

The award of Solicitation No. 2021-1247 Animal Food Produce to Olus Distributing for an initial term of three (3) years for an estimated amount of \$251,365.50. The award includes a two (2) year option for an estimated amount of \$167,577.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, an estimated award amount of \$418,942.50. This contract will provide food produce, needed for the zoo's animals.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$5,131.25 for the initial term, which represents a 6.52% increase due to prices increasing.

Department:	Zoo
Award to:	Olus Distributing El Paso, TX
Items:	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$ 83,788.50
Initial Term Estimated Award:	\$251,365.50 (3 Years)
Total Estimated Award:	\$418,942.50 (5 Years)
Account No.:	452 - 3400- 52140 - 531100 - P5241
Funding Source:	Zoo Operations Fund
Districts:	All

This is a Low bid, unit price contract.

The Purchasing & Strategic Sourcing and Zoo Departments recommend award as indicated to Olus Distributing the lowest, responsive and responsible bidder. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Joseph Montisano, Zoo Director, (915) 212-2800
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181
DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 4 – Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

SUBGOAL: 4.2 – Create innovative recreational, educational, and cultural programs.

SUBJECT:

The award of Solicitation No. 2021-1247 Animal Food Produce to Olus Distributing for an initial term of three (3) year estimated amount of \$251,365.50. The award includes a two (2) year option for an estimated amount of \$167,577.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated award of \$418,942.50. This contract will provide food produce, needed for the zoo's animals.

BACKGROUND/DISCUSSION:

This contract will allow the Zoo Department to provide a well-balanced diet for all herbivore animals within the Zoo collection.

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 28, 2021. There were a total twenty-one (21) viewers online; one (1) bid was received; one (1) from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$5,131.25 for the initial term, which represents a 6.52% increase due to prices increasing.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On November 14, 2017, City Council approved the award of contract 2018-006 to OLUS Distributing for a three (3) year term and two (2) year-option to extend the contract for at total amount of \$393,286.25.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$418,942.50
Funding Source: Zoo Operations Fund
Account: 452 – 3400– 52140 – 531100 – P5241

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ___ NO

PRIMARY DEPARTMENT: Zoo

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Joseph Montisano – Zoo Director

7/29/21

**COUNCIL PROJECT FORM
(LOW BID)**

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

Please place the following item on the **CONSENT** agenda (under **PURCHASING REQUESTS, ETC.**) for the Council Meeting of **August 31, 2021**.

STRATEGIC GOAL: NO. 4 Enhance El Paso’s Quality of Life through Recreational, Cultural and Educational Environments

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

Award Summary

The award of Solicitation No. 2021-1247 Animal Food Produce to Olus Distributing for an initial term of three (3) year estimated amount of \$251,365.50. The award includes a two (2) year option for an estimated amount of \$167,577.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, an estimated award amount of \$418,942.50. This contract will provide food produce, needed for the zoo’s animals.

CONTRACT VARIANCE:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$5,131.25 for the initial term, which represents a 6.52% increase due to prices increasing.

Department:	Zoo
Award to:	Olus Distributing El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$ 83,788.50
Initial Term Estimated Award:	\$251,365.50 (3 Years)
Total Estimated Award:	\$418,942.50 (5 Years)
Account No.:	452 – 3400– 52140 – 531100 – P5241
Funding Source:	Zoo Operations Fund
District(s):	All

This is a Low bid, unit price contract.

The Purchasing & Strategic Sourcing and Zoo Departments recommend award as indicated to Olus Distributing the lowest, responsive and responsible bidder. 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 BID TABULATION FORM



PROJECT NAME: Animal Food Produce
BID OPENING DATE: May 26, 2021

BID NO: 2021-1247
DEPARTMENT: Zoo

			Olus Distributing El Paso, TX 1 of 1								
ITEM NO.	Description	Unit of measure	ANNUAL QTY.		(B) Price	(C) Total Annual Price (A x B = C)	(D) 3 Year Total (C x 3 = D)				
			Minimum	Maximum (A)							
1.	Apples-Small Red Delicious	LB	4800	5000	\$0.65	\$3,250.00	\$9,750.00				
2.	Bananas	LB	5800	6000	\$0.50	\$3,000.00	\$9,000.00				
3.	Broccoli	LB	3600	3750	\$0.70	\$2,625.00	\$7,875.00				
4.	Cabbage	LB	450	500	\$0.70	\$350.00	\$1,050.00				
5.	Cantaloupe	LB	6000	6250	\$0.55	\$3,437.50	\$10,312.50				
6.	Carrots	LB	8600	8750	\$0.40	\$3,500.00	\$10,500.00				
7.	Cauliflower	LB	450	500	\$0.60	\$300.00	\$900.00				
8.	Celery	LB	3400	3600	\$0.50	\$1,800.00	\$5,400.00				
9.	Coconut	LB	300	360	\$0.35	\$126.00	\$378.00				

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: *JM*
DATE: 5/28/2021



CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Animal Food Produce
BID OPENING DATE: May 26, 2021

BID NO: 2021-1247
DEPARTMENT: Zoo

				Olus Distributing El Paso, TX 1 of 1							
ITEM NO.	Description	Unit of measure	ANNUAL QTY.		(A) Price	(C) Total Annual Price (A x B = C)	(D) 3 Year Total (C x 3 = D)				
			Minimum	Maximum (B)							
10.	Corn	LB	5550	5625	\$0.50	\$2,812.50	\$8,437.50				
11.	Cucumbers	LB	450	500	\$0.40	\$200.00	\$600.00				
12.	Grapefruit	LB	150	200	\$0.50	\$100.00	\$300.00				
13.	Grapes	LB	2850	3000	\$1.50	\$4,500.00	\$13,500.00				
14.	Honeydew	LB	4450	4500	\$0.55	\$2,475.00	\$7,425.00				
15.	Kale	LB	5650	6000	\$1.10	\$6,600.00	\$19,800.00				
16.	Lettuce Romaine	LB	26800	27000	\$0.70	\$18,900.00	\$56,700.00				
17.	Onions Yellow	LB	500	600	\$0.40	\$240.00	\$720.00				
18.	Oranges Navel	LB	4900	5000	\$0.60	\$3,000.00	\$9,000.00				
19.	Papaya	LB	5950	6125	\$0.50	\$3,062.50	\$9,187.50				

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APPROVED BY: JM
DATE: 5/28/2021



CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Animal Food Produce
BID OPENING DATE: May 26, 2021

BID NO: 2021-1247
DEPARTMENT: Zoo

					Olus Distributing El Paso, TX 1 of 1						
ITEM NO.	Description	Unit of measure	ANNUAL QTY.		(A) Price	(C) Total Annual Price (A x B = C)	(D) 3 Year Total (C x 3 = D)				
			Minimum	Maximum (B)							
20.	Pears	LB	2900	3000	\$0.70	\$2,100.00	\$6,300.00				
21.	Pineapples	LB	350	400	\$0.60	\$240.00	\$720.00				
22.	Potatoes Russet	LB	225	250	\$0.30	\$75.00	\$225.00				
23.	Spinach	LB	1350	1400	\$0.95	\$1,330.00	\$3,990.00				
24.	Squash	LB	3650	3750	\$0.70	\$2,625.00	\$7,875.00				
25.	Watermelon	LB	1950	2000	\$0.30	\$600.00	\$1,800.00				
26.	Kiwi	LB	1200	1250	\$1.10	\$1,375.00	\$4,125.00				
27.	Tomatoes	LB	125	150	\$0.50	\$75.00	\$225.00				
28.	Yams	LB	5950	6000	\$0.70	\$4,200.00	\$12,600.00				
29.	Seasonal Fruit	LB	4200	4375	\$0.60	\$2,625.00	\$7,875.00				

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APPROVED BY: *JM*
DATE: 5/28/2021



CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Animal Food Produce
BID OPENING DATE: May 26, 2021

BID NO: 2021-1247
DEPARTMENT: Zoo

			Olus Distributing El Paso, TX 1 of 1									
ITEM NO.	Description	Unit of measure	ANNUAL QTY.		(A) Price	(C) Total Annual Price (A x B = C)	(D) 3 Year Total (C x 3 = D)					
			Minimum	Maximum (B)								
30.	Bell Peppers Green	LB	580	600	\$0.60	\$360.00	\$1,080.00					
31.	Beets	LB	45	50	\$0.80	\$40.00	\$120.00					
32.	Collard Greens	LB	700	750	\$1.00	\$750.00	\$2,250.00					
33.	Mushrooms	LB	90	100	\$1.50	\$150.00	\$450.00					
34.	Beans Green	LB	80	100	\$1.40	\$140.00	\$420.00					
35.	Eggplant	LB	80	100	\$0.80	\$80.00	\$240.00					
36.	Green Leaf Lettuce	LB	1800	1875	\$1.00	\$1,875.00	\$5,625.00					
37.	Mango	LB	250	300	\$1.25	\$375.00	\$1,125.00					
38.	Pumpkin	LB	150	200	\$0.40	\$80.00	\$240.00					
39.	Turnip Greens	LB	1100	1250	\$0.70	\$875.00	\$2,625.00					

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APPROVED BY: JM
DATE: 5/28/2021



CITY OF EL PASO BID TABULATION FORM



PROJECT NAME: Animal Food Produce
BID OPENING DATE: May 26, 2021

BID NO: 2021-1247
DEPARTMENT: Zoo

		Olus Distributing El Paso, TX 1 of 1									
ITEM NO.	Description	Unit of measure	ANNUAL QTY.		(A) Price	(C) Total Annual Price (A x B = C)	(D) 3 Year Total (C x 3 = D)				
			Minimum	Maximum (B)							
40.	Squash, Butternut	LB	40	50	\$0.90	\$45.00	\$135.00				
41.	Apples, Small Golden	LB	3875	4000	\$0.65	\$2,600.00	\$7,800.00				
42.	Cherry or Grape tomatoes	LB	25	30	\$1.00	\$30.00	\$90.00				
43.	Bok Choy	LB	350	400	\$0.60	\$240.00	\$720.00				
44.	Butter Lettuce	LB	600	625	\$1.00	\$625.00	\$1,875.00				
TOTAL EXTENDED AMOUNT (ITEMS 1 THRU 44)						\$83,788.50	\$251,365.50				

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: *JM*
DATE: 5/28/2021



**CITY OF EL PASO
BID TABULATION**



PROJECT NAME: Animal Food Produce
BID OPENING DATE: May 26, 2021

BID NO: 2021-1247
DEPARTMENT: Zoo

	Olus Distributing El Paso, TX 1 of 1		
<p><u>OPTION TO EXTEND THE TERM OF</u></p> <p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>			
<p>TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF CONTRACT.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>NO OPTION OFFERED.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PAYMENT TERMS:			
BIDDER'S PROMISED DELIVERY:	1		
Within _____ hours or overnight after receipt of verbal	4		
AMENDMENT ACKNOWLEDGED	NA		
<p>IF BIDDER DOES NOT SPECIFY AN EARLIER DELIVERY, THE CITY'S REQUIRED DELIVERY SHALL PREVAIL. A DELIVERY DATE LATER THAN THE CITY'S REQUIRED DELIVERY MAY BE CAUSE FOR THE REJECTION OF THE BID.</p>			

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: *JM*
DATE: 5/28/2021

Bidder's List
2021-1247 Animal Food Produce

Mata's Produce
801 Seventh Ave
El Paso, TX 79901

Quailty Fruit & Veg
10 Zane Grey St.
El Paso, TX 79906

Segovia Produce
3701 Shell
El Paso TX 79925

Louie & Son produce
1156 Kastrin St.
El Paso, TX 79907

SPI Distributor
3725 Alameda
El Paso TX 79905

Olus
206 S. Florence St.
El Paso TX 79901

Nestor's Produce
11601 Pellicano Dr,
El Paso, TX 79936

El Paso Produce
3701 Alameda Ave,
El Paso, TX 79905

Canales Produce
1801 E Mills Ave, El Paso, TX 79901
(915) 351-6792

Bananas & Tropical Fruits Incorporated
3618 Frutas Ave,
El Paso, TX 79905

Produce Solutions
11220 Rojas Dr, #C3,
El Paso, TX 79935

Superior Fruit & Veg
125 N Stevens St,
El Paso, TX 79905

Jordan Produce
608 S Santa Fe St,
El Paso, TX 79901

Sunshine Valley Produce Inc
3800 Montana Ave
El Paso, TX 79903

La Victoria Produce
6215 Upper Valley Rd Ste C
El Paso, TX 79932

Cardenas Produce & Groceries Inc
9294 McCombs St
El Paso, TX 79924

Del Valle Distributing
139 N. Cotton St
El Paso, TX 79901

Jurado Family Farms Inc
3725 Alameda Ave
El Paso, TX 79905

O'Neal Produce
17037 US Highway 50
Rocky Ford, CO 81067-9612

Expo, LLC
106 Adams Street # 2A
Monte Vista, CO 81144-1464

Kimberly Seeds International Inc
521 Highway 30 E
Kimberly, ID 83341

Mountain Valley Western Sky Farms,
Sam Investments Inc
3501 County Road 53 Center, CO
81125-9337

Little Mesa Growers
18219 B Road
Delta, CO 81416-8502

Sonora Produce
902 Grand Avenue
Phoenix, AZ 85007

Miedema Produce, Inc
11061 N Cotton Lane
Surprise, AZ 85388-9411



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-876, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action regarding a Resolution that the City of El Paso appoint to the Camino Real Regional Mobility Authority Joe D. Wardy for Position 1, whose term will expire on February 1, 2022.

RESOLUTION

WHEREAS, in accordance with Section 370.251 of the Texas Transportation Code and the City of El Paso’s Petition and Request for Authorization to Form the Camino Real Regional Mobility Authority, as approved by the Texas Transportation Commission, the terms for three (3) Camino Real Regional Mobility Authority (CRRMA) Board positions expire on February 1st of each year;

WHEREAS, in the event of a vacancy, reappointment, or replacement, Board member nominations shall be solicited by the Mayor from City Council by written notice for a period of not less than two (2) weeks, and upon completion of this two week period, the Mayor shall review all received recommendations and those identified by the Mayor as well;

WHEREAS, the Mayor shall then make one (1) nomination for each position via presentation to the City Council at a City Council meeting and Council shall appoint a member for each open position by majority vote evidenced by City Council Resolution; and

WHEREAS, the member for Position 1 has resigned, and

WHEREAS, on June 29, 2021, the Mayor notified City Council in writing of the intent to appoint a Board member to fill in the vacancy for Position 1 and also provided an opportunity for Council members to provide recommendations for nominations by July 13, 2021;

WHEREAS, recommendations were received from Council;

WHEREAS, the Mayor now nominates a candidate for appointment for CRRMA Board Position 1 in accordance with the appointment process outlined herein and presents the nominations at a City Council meeting on August 3, 2021; and

WHEREAS, the City now desires to make an appointment for CRRMA Board Positon 1 in accordance with the appointment process outlined herein.

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

That the City of El Paso hereby appoints to the Camino Real Regional Mobility Authority Joe Wardy for Position 1 which shall take effect August 3, 2021 and expire on February 1, 2022.

APPROVED this ____ day of _____ 2021.

(Signatures on the following page)


THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

DATE: July 27, 2021

TO: City Clerk

FROM: Mayor Oscar Leoser

ADDRESS: 300 N. Campbell, 2nd Floor TELEPHONE (915) 212-0021

Please place the following item on the (Check one): CONSENT _____ REGULAR x

Agenda for the Council Meeting of August 3, 2021

Item should read as follows: Discussion and action regarding a Resolution that the City of El Paso appoint to the Camino Real Regional Mobility Authority Joe D. Wardy for Position 1 whose term will expire on February 1, 2022.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Camino Real Regional Mobility Authority

NOMINATED BY: Oscar Leoser DISTRICT: Mayor

NAME OF APPOINTEE Joe D. Wardy
(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:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: NO

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: Patrick Byrne

EXPIRATION DATE OF INCUMBENT: 2/1/2022

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: _____
RESIGNED x
REMOVED _____

DATE OF APPOINTMENT: 8/3/2021

TERM BEGINS ON : 8/4/2021

EXPIRATION DATE OF NEW APPOINTEE: 2/1/2022

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: _____
2nd TERM: _____
UNEXPIRED TERM: x

Joe D. Wardy

Career Summary

- Served as president and CEO of NCED, later Ready One Industries, and led the complete reorganization of the company saving 1300 jobs and preserved the company's federal contracts.
- As mayor of El Paso, Texas, the nations twenty-second largest city, led major initiatives to bring more accountability and efficiency to city government.
 - *Led the efforts to revise the city charter that brought a city manager form of government and four year terms for the mayor and city council.
 - *Assured the city of a 50 to 100 year water supply by changing the strategic direction of our water utility to include importation.
 - *Organized the various community Economic Development entities into a cohesive group with an Economic Development Foundation as the lead organization.
 - *Created the Neighborhood Association concept to give citizens a more direct voice in establishing the needs and concerns of their neighborhoods. Sixty-five associations were created in the first two years of the program.
- A thirty-year career in the transportation and logistics industry that included trucking, customs brokerage and distribution.
- Leadership skills with demonstrated hands-on experience in recruiting, hiring and developing executive teams to achieve improved organizational performance.
- Extensive experience in strategic planning, organizational development and staff development.
- Led efforts in the last ten years in process improvement and change management of diverse organizations.
- Extensive experience in financial analysis and management.
- Orchestrated the merger of three companies in 1999 into a logistics company that was acquired by United Parcel Service in 2001.

Professional / Government Experience

The Hub Of Human Innovation, El Paso, TX January 2016 to December 2017
President and CEO

- Selected by the board of directors to energize and expand the footprint of this non-profit business incubator in the El Paso / Juarez region.
- Increased interest with key stakeholders in the business community, UTEP and EPCC.
- Launched a fundraising campaign convincing the business community to invest in their clients of tomorrow.
- Participated in bringing the Million Cups program to El Paso that served as a catalyst to bring together Entrepreneurs and Innovators in the region.
- Increased the number of start-ups from 3 in January 2016 to 20 at the end of 2017.

Visiting Nurse Association of El Paso, El Paso, TX January 2012 to March 2014

President and CEO

- Selected by this non-profit's board of directors to turn around an entity that has existed for 45 years in the El Paso community.
- Created an organizational structure that focused on process improvement and accountability.
- Competition by for profit entities and reduced payments from Medicaid and Medicare had resulted in ongoing financial losses that required training, accountability and modernization of processes.
- Developed a competent and qualified business development group to compete in a market with overcapacity and gain penetration with top referral sources for patients.
- Streamlined the management structure and eliminated unnecessary positions at every level in six different divisions.
- Reduced overhead by setting performance standards for clinicians and non-clinicians.
- Recruited nurses versed in modern technology to take advantage of the major investment in new technology and software.
- Created a new home health division with high-powered personnel to meet the needs of the marketplace.

Stagecoach Cartage & Distribution, LP, El Paso, TX March 2008 to April 2011 Vice President of Strategic Development

- Built the sales and marketing function from a one person department to 3 full time sales personnel and gave terminal managers sales responsibility.
- Created a marketing campaign as well as a systematic sales process focused on the company's core business.
- Streamlined the customer service and dispatch function into a cohesive operations group.
- Created two million dollars in new business for the over the road division.
- Investigated possible company acquisitions.

Consultant (Self employed) April 2007 to February 2008

Clients included a major defense contractor working for Homeland Security opportunities along the U.S. / Mexico Border. Utilized my expertise in government relations, business development, marketing, strategic planning, budgeting and logistics for local and national companies.

Ready One Industries, El Paso, Texas March 2006- March 2007

(F.K.A. National Center for the Employment of the Disabled)

President/CEO

- Recruited to help rescue a 300 million dollar organization with numerous problems.
- Downsized the organization from 4050 to 1300 personnel to be in compliance with federal contract provisions for the severely disabled.
- Stabilized the financial management of the organization by establishing strict budget procedures and selling off non-performing assets.

- Recruited a world-class management team to establish processes to manage a \$200 million dollar organization.
- Established credibility in Washington DC with the federal agencies responsible for the Jarvis Wagner O'Day Program for the severely disabled.
- Set up a compliance process to certify 722 severely disabled employees according to the Jarvis Wagner O'Day Program guidelines.

The City of El Paso, Texas

2003 – 2005

Mayor, (elected May 2003 for a two year term)

- Led the efforts to change to a council/manager form of government.
- Created the neighborhood association concept to give citizens more voice in government.
- Successfully led a bond issue initiative for \$115 million dollars for city- wide infrastructure improvements.
- Brought a results oriented approach to city departments with defined goals and objectives.
- Passed two city budgets that met the needs of the city without a tax increase by utilizing creative finance techniques to reduce future interest expense of \$10 million dollars.
- Led lobbying efforts in Austin and Washington with state and federal elected officials to bring over \$100 million dollars for Ft.Bliss, public transportation and homeland security projects.

Desert Eagle Distributing Company, El Paso, Texas

2002

Chief Operating Officer

- Recruited as part of a plan to streamline operations as recommended by a management consultant.
- Initiated individual manager accountability for budget development and operational performance.
- Implemented a mentoring program to develop supervisors and managers internally from the organization.
- Formalized the budget process as a company wide participative exercise.

UPS Supply Chain Solutions, El Paso, Texas

2001

Regional Executive, Southern Border Operations

- Served 1 year as agreed to contractually as a condition of the sale of Miles Group to assist the UPS transition teams.
- Managed the transition of systems, procedures and operations into the UPS operating structure.
- Consulted on general business matters to coordinate sales and operations integration with UPS business units.

Miles Group Inc., El Paso, Texas

2000 – 2001

Chief Operating Officer

- El Paso based Logistics Company with fifteen offices, one thousand employees and seventy million dollars in annual sales.

- Led the efforts to bundle various services for Fortune 500 companies as demanded by market forces.
- Engineered the merger of three distinct companies into one operating group.
- The only major company with locations at each southern border crossing with comprehensive services; transportation, distribution and customs brokerage.
- Established a National Accounts Sales and Marketing group to compete with major competitors.
- Company sold to United Parcel Service in 2001.

Herman / Miles Trucking, Inc., El Paso, Texas
President

1985 – 1999

- Joined the company as its first employee in December 1985 and built the integrated transportation services company.
- Progressed from general manager to vice president and eventually to president of the company with an equity position.
- Clients included all major international airlines and freight forwarders as well as major national companies including Game Stop, Phillips Electronics and Thompson Consumer Electronics.
- Employed two hundred and fifty personnel at seven regional service centers with corporate offices in El Paso, Texas.
- 1999 sales exceeded thirty million dollars.

Education

The University of Texas at El Paso, BBA, 1976, Finance and Management

Personal

- Married, two children
- Fluent in Spanish
- Interests include travel, shooting sports and football officiating.

Professional / Community Activities (Past and present)

- **Camino Real Mobility Authority**, Vice Chairman, February 2014 to present.
- **El Pasoans Fighting Hunger**, Board of Directors, June 2014 to July 2015
- **The University of Texas at El Paso**, Development Board, Member, 2006 to present
- **Sierra / Providence Health Network Governing Board**, member and past Chairman, 2007 to 2012
- **Paso Del Norte Group**, International Trade Committee, 2009 - 2012
- **American Trucking Associations**, Vice president at large, International Trade and Customs Committee Member, 1995-2000
- **North American Transportation Alliance Advisory Board (NAFTA)**, Member, 1994
- **Texas Motor Transportation Association**, Executive Committee and International Trade Advisory Committee Chairman, 1999-2000

- **Liberty Mutual Insurance Company**, Southwest Advisory Board, Member, 1999-2000
 - **Greater El Paso Chamber of Commerce**, Executive Committee and previous Chairman of the transportation and government relations committees, 1989-2001
 - **El Paso Leadership and Research Council**, Executive Committee and Chairman, 2002
 - **Metropolitan Planning Organization (MPO)**, Technical Advisory Committee Chairman, 2002
-



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-883, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Members of the City Council, Representative Aleksandra Annello, (915) 212-0002
Members of the City Council, Representative Cassandra Hernandez, (915) 212-003
Members of the City Council, Representative Peter Svarzbein, (915) 212-0001

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution to call for the 87th Texas Legislature to withdraw House Bill 3 and Senate Bill 1 and instead take proactive measures to protect voting rights and promote access to voting.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: August 3, 2021

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Anello, 212-0002
City Representative Cassandra Hernandez 915-212-0003
City Representative Peter Svarzbein 915-212-0001

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 6 - Set the Standard for Sound Governance and Fiscal Management)

SUBJECT:

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

Discussion and action to approve a resolution to call for the 87th Texas Legislature to withdraw House Bill 3 and Senate Bill 1 and instead take proactive measures to protect voting rights and promote access to voting.

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?

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

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

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

RESOLUTION

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

WHEREAS, in the immortal words of the late Congressman John Lewis, there are times when we must get in good trouble, necessary trouble, and help redeem the soul of America; and

WHEREAS, we stand today on the shoulders of giants who have fought in hallowed halls of legislative chambers across our nation for free and fair access to the ballot box; for a voice in the electoral process we call our American democracy; and

WHEREAS, continuing the work of these civil rights heroes is not about left or right, but about what is right and wrong; and

WHEREAS, the foundational importance of the right to vote in free and fair elections justifies and requires vigilant protection and active encouragement at every level of government, necessitating the implementation of new action to eliminate barriers that intentionally abridge the franchise; and

WHEREAS, El Paso voters again find themselves on the brink of further disenfranchisement as Texas House Bill 3 and Texas Senate Bill 1 have been introduced during the first 2021 Special Legislative Session; and

WHEREAS, these bills would make it harder for El Paso communities – and especially communities of color – to vote through:

- Banning 24-hour voting;
- Banning drive-through voting;
- Prohibiting state election officials from proactively disseminating absentee ballots;
- Adding new identification requirements for voting-by-mail;
- Limiting third-party ballot collection;
- Expanding the authority and autonomy of partisan poll watchers; and
- Requiring monthly reviews of the state’s voter rolls to identify noncitizens; and

WHEREAS, if passed, House Bill 3 and Senate Bill 1 would exacerbate already low voter turnout rates in Texas which is ranked 50th in the nation by the Election Law Journal for ease of voting; and

WHEREAS, citizens of El Paso support measures to address this undemocratic reality, as evidenced by approved revisions to the City Charter in 2013 to hold municipal elections in November rather than in May; in subsequent elections, voter turnout in El Paso municipal elections increased by as much as 600 percent; and

WHEREAS, this resolution furthers the goals set out in the City of El Paso Strategic Plan as the successful completion of municipal elections is a key accomplishment and metric for Strategic Goal 6 “Set the Standard for Sound Governance and Fiscal Management;” and

WHEREAS, the legislation currently being considered by the Texas legislature – introduced under the guise of election integrity – would be a solution in search of a problem, as evidenced by the Texas Secretary of State office’s assertion that the 2020 election was “smooth and secure,” and the consistent lack of widespread voter fraud throughout Texas; and

WHEREAS, conversely, House Bill 3 and Senate Bill 1 are responses to historic voter participation in Texas during the 2020 election resulting from jurisdictions increasing access to the ballot box through ensuring voters felt safe (i.e., creating mobile or temporary voting locations, expanding provisions that allow curbside voting, and extending early voting); and

WHEREAS, proponents of this legislation seek to build on recent Supreme Court precedent eviscerating voting protections once provided by the Voting Rights Act of 1965 and on anti-voter Texas laws which have been ruled unconstitutional by lower courts and placed within the context of the state’s long history of voter suppression that has disproportionately disenfranchised Texans of color; and

WHEREAS, on July 12, 2021, members of the Texas House of Representatives broke quorum for the second time in as many months, preventing further consideration of House Bill 3 and adoption of Senate Bill 1; and

WHEREAS, the City of El Paso committed to support state legislation that improves the quality of life for its residents and provide enhanced customer service to residents; and

WHEREAS, House Bill 3 and Senate Bill 1 would silence many in El Paso, thus disallowing community input needed to equitably address today’s challenges; and

WHEREAS, these anti-democratic bills are antithetical to the values that define the City of El Paso; and

WHEREAS, Congressman Lewis once proclaimed, “When you see something that is not right, not fair, not just, you have to speak up. You have to say something; you have to do something;”

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

That the City of El Paso recognizes that our communities thrive when all voices are heard in our democratic processes and reaffirms support for state and federal legislation that promotes and protects voting rights and access to voting, as well as greater inclusion and civic empowerment; and

That the City of El Paso urges members of the Texas Legislature to withdraw House Bill 3 and Senate Bill 1 and instead take proactive measures to protect voting rights and promote access to voting; and

That the City Clerk’s office will make this resolution available to the Governor, Lt. Governor, Speaker of the House, the El Paso state and federal delegations, sister City Councils, and to the President of the United States, and that the Mayor’s office will email or mail a copy of such resolution to the official email address/ mailing address of these individuals.

(Signatures to follow)

Approved this _____ day of _____ 2021.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Ramona Frazier

Ramona Frazier
Assistant City Attorney



Legislation Text

File #: 21-884, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager and City Attorney to initiate the process to amend Title 10, Chapter 10.12.050 - Alcohol prohibited in public places to expand the area specified to include the present boundaries of the Val Verde Neighborhood Association and the Washington-Delta Neighborhood Association; and to prepare an action item for the consideration of the City Council to effectuate the amendment of 10.12.050, to be introduced on or before the Regular City Council meeting on August 31, 2021.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 08/03/2021 (Regular Agenda)

CONTACT PERSON NAME AND PHONE NUMBER: Rep. Cissy Lizarraga, 915-212-0008

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

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

SUBJECT:

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

Discussion and action to direct the City Manager and City Attorney to initiate the process to amend Title 10, Chapter 10.12.050 - *Alcohol prohibited in public places* to expand the area specified to include the present boundaries of the Val Verde Neighborhood Association and the Washington-Delta Neighborhood Association; and to prepare an action item for the consideration of the City Council to effectuate the amendment of 10.12.050, to be introduced on or before the Regular City Council meeting on August 31, 2021.

BACKGROUND / DISCUSSION:

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

The change has the endorsement of both the Val Verde Neighborhood Association and the Washington-Delta Neighborhood Association (who share overlapping boundaries in the area in question) as well as the Central PAR unit at EPPD, who say that it would be a helpful tool for reducing camping out/public drinking in the neighborhood's parks, streets, alleys, bus stops, etc. This has been a persistent problem that has arisen since the start of the pandemic and the siting of the temporary facilities for the homeless within the specified neighborhoods.

PRIOR COUNCIL ACTION:

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

No. However, the current version of 10.12.050 was passed in 2002.

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-857, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Capital Improvement Department, Sam Rodriguez (915) 212-1845

AGENDA LANGUAGE:

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

Comprehensive update of the Public Safety Bond Program.

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

AGENDA DATE: August 3, 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

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 Set the Standard for a Safe and Secure City

SUBJECT:
Comprehensive update of the Public Safety Bond Program

BACKGROUND / DISCUSSION:
Discuss of the status of on-going projects and planned project rollout under the Public Safety Bond program.

SELECTION SUMMARY:
N/A

CONTRACT VARIANCE:
N/A

PROTEST
N/A.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Public Safety Bond

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

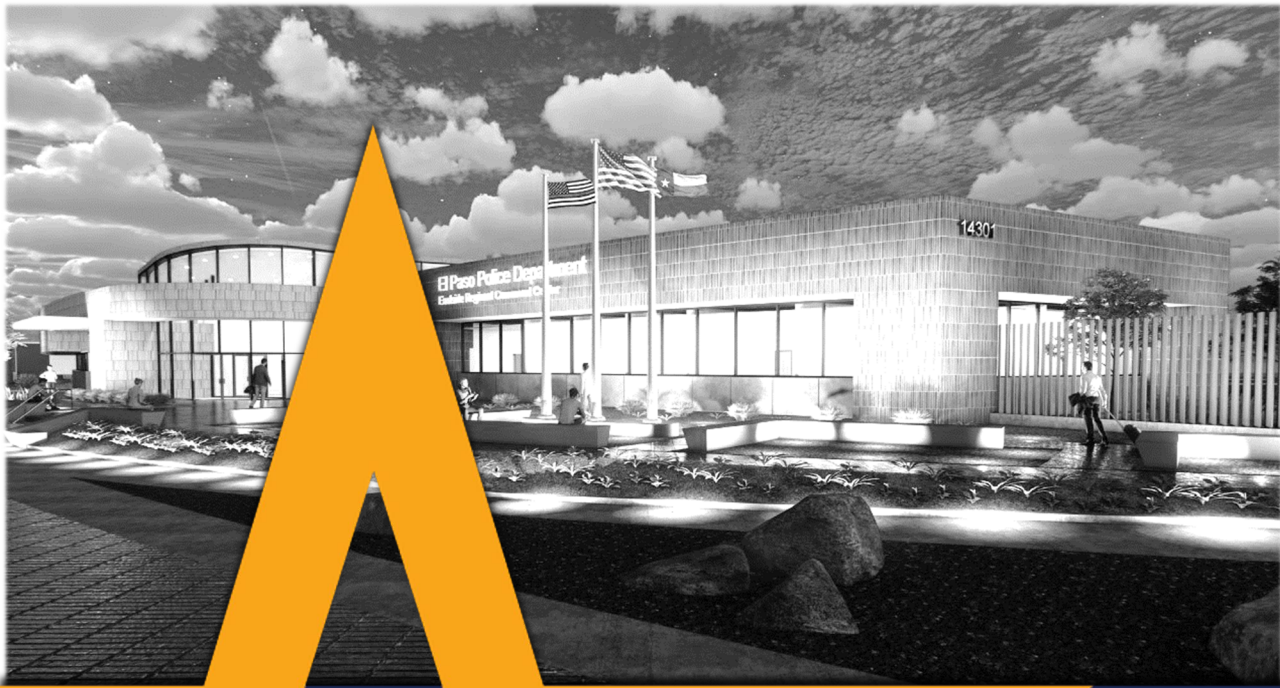
PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Police and Fire Departments

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

DEPARTMENT HEAD:



Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer



Public Safety Program Update



Goal 2: Set the Standard for a Safe and Secure City
2.3 Increase public safety operational efficiency

August 3, 2021



“It is the mission of the **El Paso Police Department** to provide services with integrity and dedication, to preserve life, to enforce the law, and to work in partnership with the community to enhance the quality of life in the City of El Paso.”

“The mission of the **El Paso Fire Department** is to provide emergency response, prevention, preparedness and education to residents, businesses and visitors of our city so they can live safely and prosper in a hazard-resilient community.”

Presentation Outline

- ❖ Bond Funding Overview
- ❖ Program Status

Public Safety Bond Program

Program Elements

In November 2019, voters approved the issuance of \$413,122,650 General Obligation Bonds for public safety facilities including police and fire department motor vehicles and equipment

- **New public safety facilities put police and fire resources in growing areas**
- **Perform major maintenance and renovation of aging facilities**
- **Improve working conditions for city employees**
- **Joint FD/PD academy to accommodate future classes and improve training efficiencies**



Bond Funding Police Department

**Includes bond cost and public art allocations*

PROJECT	\$ in Millions*
Eastside Command Center (Municipal Complex)	\$ 38.6M*
Public Safety Training Academy	\$ 19.9 M*
Police Headquarters	\$ 90.6 M*
Central Regional Command	\$ 24.6 M*
Renovate 4 Regional Command Centers	\$ 44.8 M*
Fleet Replacement	\$ 3.3 M*
PROPOSED USE OF BOND FUNDS	\$221.9 M*



2021	2022	2023	2024	2025	2026	2027
Property	COVID IMPACT	Eastside RC	PD HQ	Mission Valley RC	Northeast RC	Westside RC
PD FLEET			Pebble Hills RC	New Academy	Central RC	Exist Academy

RED = COVID IMPACT

EL PASO POLICE DEPARTMENT												
Project	Total Project value with Issuance cost	CASH FOLLOW / YEAR										
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
UPPER EAST MUNICIPAL COMPLEX (COMMAND CENTER)	\$38,600,000	\$1,000,000	\$2,860,000	\$19,300,000	\$15,440,000							
POLICE TRAINING ACADEMY*	\$19,900,000		\$1,990,000	\$2,985,000	\$9,950,000	\$4,975,000						
PD HEADQUARTERS	\$90,600,000		\$9,060,000	\$13,590,000	\$45,300,000	\$22,650,000						
PEBBLE HILLS RC RENOVATION	\$11,850,000			\$1,185,000	\$5,332,500	\$5,332,500						
MISSION VALLEY RC RENOVATION	\$11,350,000				\$1,135,000	\$5,107,500	\$5,107,500					
NORTHEAST RC RENOVATION	\$11,850,000					\$1,185,000	\$5,332,500	\$5,332,500				
WESTSIDE RC RENOVATION	\$9,850,000						\$985,000	\$4,432,500	\$4,432,500			
CENTRAL REGIONAL COMMAND (NEW)	\$24,600,000		\$3,690,000		\$2,460,000	\$8,610,000	\$9,840,000					
PD FLEET	\$3,300,000	\$1,000,000	\$2,300,000									
TOTAL	\$221,900,000	\$2,000,000	\$19,900,000	\$37,060,000	\$79,617,500	\$47,860,000	\$21,265,000	\$9,765,000	\$4,432,500	\$0	\$0	\$0
*One project with FD Academy, Logistics and HQ (\$79M)												

Bond Funding Fire Department

**Includes bond cost and public art allocations*



PROJECT	\$ in Millions*
Station 36	\$ 11.3 M*
Station 38 (Municipal Complex)	\$ 11.8 M*
Special Teams Station (Consolidation)	\$ 17.1 M*
Station 40	\$ 15.5 M*
Public Safety Training Facility and Logistics	\$ 29.6 M*
Fire Headquarters	\$ 29.6 M*
Station Renovations	\$ 74.4 M*
Vehicle Replacement	\$ 1.8 M*
PROPOSED USE OF BOND FUNDS	\$ 191.2 M*



2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Renovations	Renovations	Renovations	Renovations	Renovations	Renovations	Renovations	Renovations	FS 40	
Roofs		FS 36	FS 38	Special Teams				FS 40	
Equipment	Equipment			Academy					
				HQ/Logistics					

RED = COVID IMPACT

EL PASO FIRE DEPARTMENT

Project	Total Project value with issuance cost and 2 % for the Arts	CASH FOLLOW / YEAR										
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
FIRE STATION 36 (NEW)	\$11,300,000	\$300,000	\$830,000	\$6,780,000	\$3,390,000							
FIRE STATION 38 (NEW - Municipal Complex)	\$11,800,000			\$3,000,000	\$7,000,000	\$1,800,000						
FIRE STATION 1, 9, 11	\$17,100,000			\$1,710,000	\$6,840,000	\$6,840,000	\$1,710,000					
TRAINING ACADEMY & LOGISTICS*	\$29,650,000		\$2,965,000	\$4,447,500	\$14,825,000	\$7,412,500						
FIRE STATION 40 (NEW)	\$15,500,000								\$1,550,000	\$9,300,000	\$4,650,000	
FIRE HEADQUARTERS*	\$29,650,000		\$2,965,000	\$4,447,500	\$14,825,000	\$7,412,500						
FIRE STATION RENOVATIONS	\$74,400,000	\$1,720,000	\$11,160,000	\$13,160,000	\$11,160,000	\$7,440,000	\$7,440,000	\$7,440,000	\$7,440,000	\$7,440,000		
FD EQUIPMENT	\$1,800,000	\$800,000	\$1,000,000									
TOTAL	\$191,200,000	\$2,820,000	\$18,920,000	\$33,545,000	\$58,040,000	\$30,905,000	\$9,150,000	\$7,440,000	\$8,990,000	\$16,740,000	\$4,650,000	
*One project with FD Academy, Logistics and HQ (\$79M)												



Police Program

Progress to Date

Project	Status
Eastside Regional Command Center	Design completed, negotiating a Guaranteed Maximum Price (GMP) with Construction Manager at Risk (CMAR) contractor. Construction to begin this fall and be completed spring 2023
Central Regional Command Center	Property acquisition on-going and architect contract awarded. Design to be initiated this summer and be completed in summer 2022; construction to begin in winter 2022 and completed spring 2024
Police Headquarters	To be located at the Cohen Site - Project being completed using design-build (D/B) delivery strategy; releasing Request for Qualifications for procuring owners representative for project; D/B to be on-board by summer 2022
Police Academy	Property acquisition underway; project being completed using D/B delivery strategy; owners representative contract has been awarded. D/B to be on-board by summer 2022
CC Renovations (4)	To be initiated following completion of Eastside Regional Command

Eastside Regional Command Center



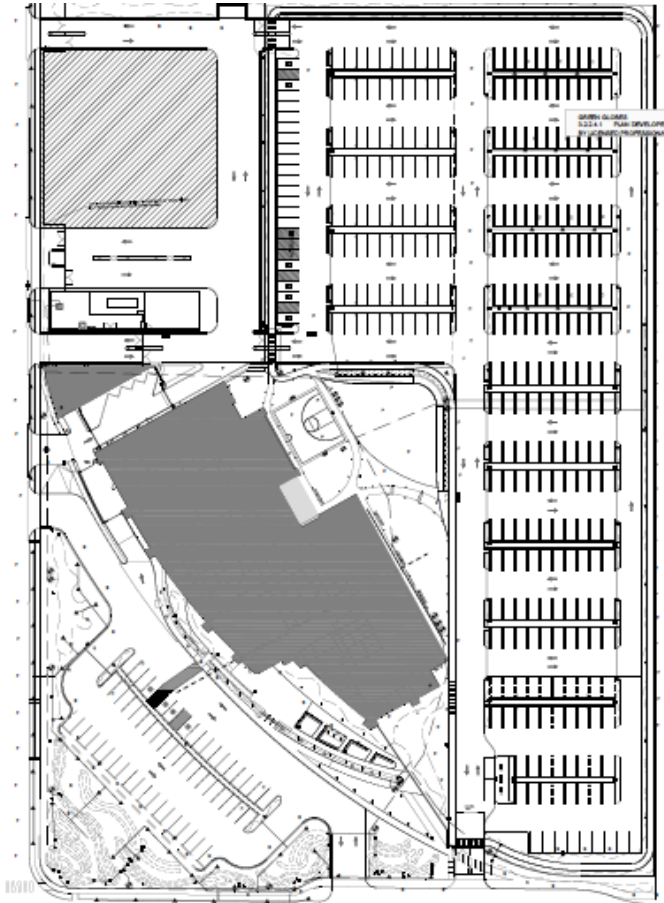
- **Approximate 10 acre, city-owned parcel located at Pebble Hills Blvd. and Tim Foster St. near Pebble Hills High School. A new Fire Station FS 38 will be located on the same parcel**
- **Facility approximately 42,000 sq.ft.**
- **Amenities include gymnasium, outdoor running track, fueling station, light vehicle maintenance facility, secure fleet and personal vehicle parking, suspect, processing, interrogation and detention, reporting area, administrative offices, security, communication and IT systems, and public art memorializing fallen officers.**

Eastside Regional Command Center

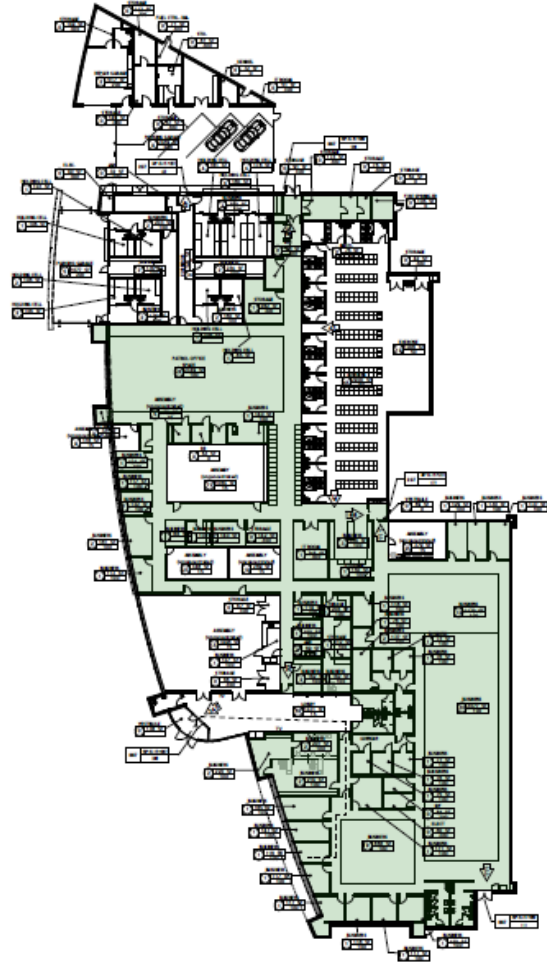


- To be delivered via Construction Manager at Risk Contract
 - Guaranteed Maximum Price (GMP)- Negotiations Underway
- Construction Schedule Fall 2021 – Spring 2023

Eastside Regional Command Center



Site Plan



Floor Plan

Sustainable Design

- Meets Green Globe (2) requirements
- Green Globes is a practical approach to Green Building. Two Globes indicates significant achievement in resource efficiency, reducing environmental impacts, and improving occupant wellness
- On line assessment protocol, rating system and guidance for green building design

Eastside Regional Command Center



Green Globe Rating System

Element	Category	Max. Points
1	Project Management	100
2	Site	150
3	Energy	260
4	Water Efficiency	190
5	Materials	150
6	Indoor Environment	150
Total		1000



Eastside Regional Command Center

FACILITY VISION

REFLECT VALUES

DECIDE A TONE

+ DESIGN A COMPLEMENTING
STREET PRESENCE

BUILD COMMUNITY BETTER

SERVE COMMUNITY

Sustainable Design Elements

- Planned solar canopy over a portion of secured parking area via a Power Purchasing Agreement (PPA)
- Low flow bathroom/locker room fixtures
- Natural lighting throughout building
- Low VOC building materials
- On site storm water management
- Indoor/outdoor recreation amenities
- Xeriscape, native plantings, and drip irrigation
- Energy efficient HVAC/Appliances
- LED Lighting
- Energy efficient building envelope and reflective roofing system
- Energy recovery, centralized energy management system, and air purification system

Joint Public Safety Academy

Location	Martin Luther King Jr. and Officer Andrew Barcena Dr.	
District(s)	District 4	
Total Budget	Police Academy	\$19.9 million
	Fire Academy + Logistics Center	\$29.6 million
	Fire Department Headquarters	\$29.6 million
	TOTAL	\$79.1 million
Funding Source	2019 Public Safety Bond	
Delivery Strategy	Design – Build	

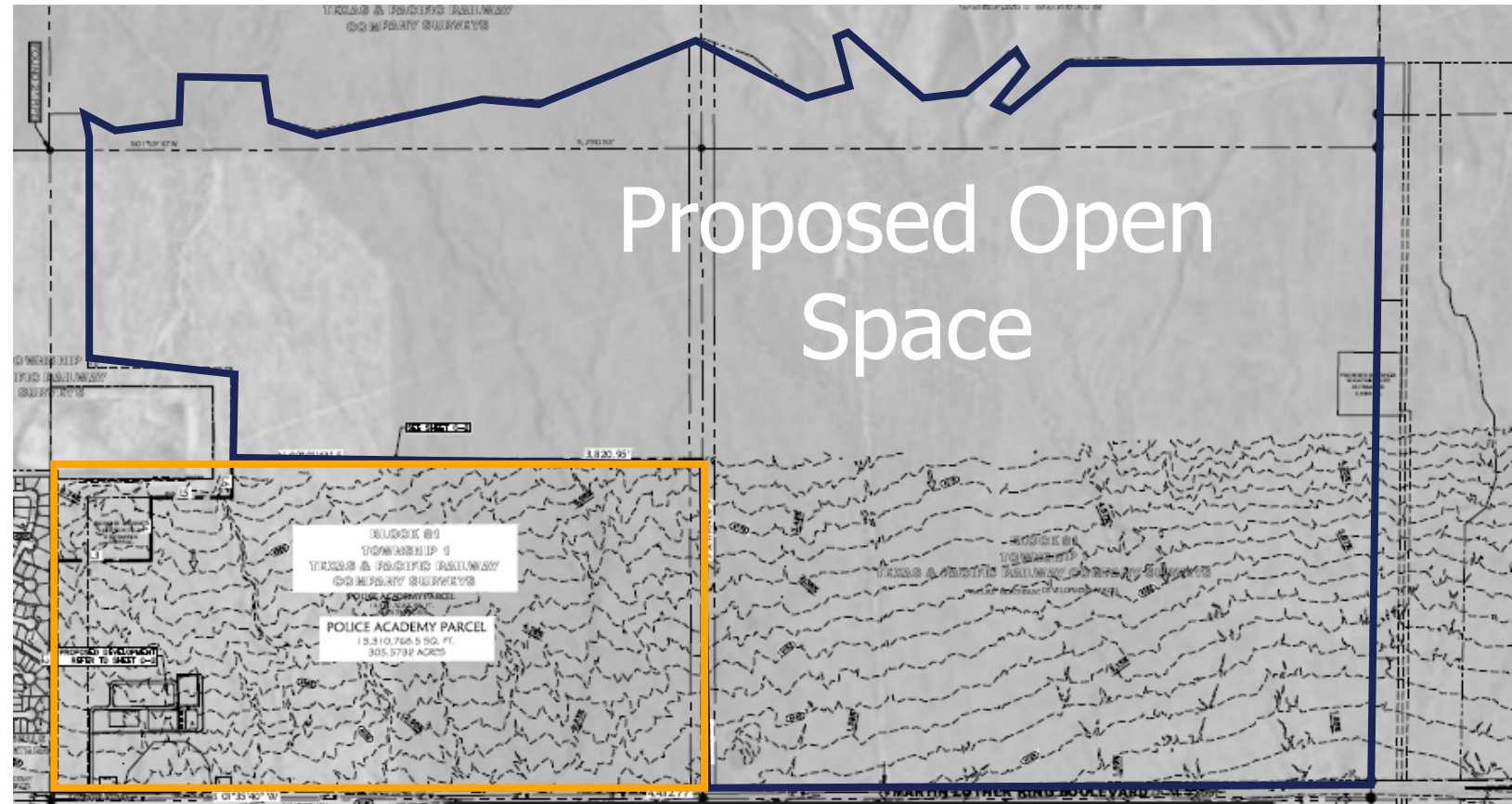
Joint Public Safety Academy



- Identified and evaluated a number of properties
- Selected property offers opportunity to **conserve open space** while ensuring trail amenities are not impacted
- **Accessible** from major transportation thoroughfares
- **Available** utility and storm water **infrastructure** reduce construction costs
- Land held in EP Water inventory-memorandum of understanding with EP Water allows transfer for City use at **25% of the appraised value**

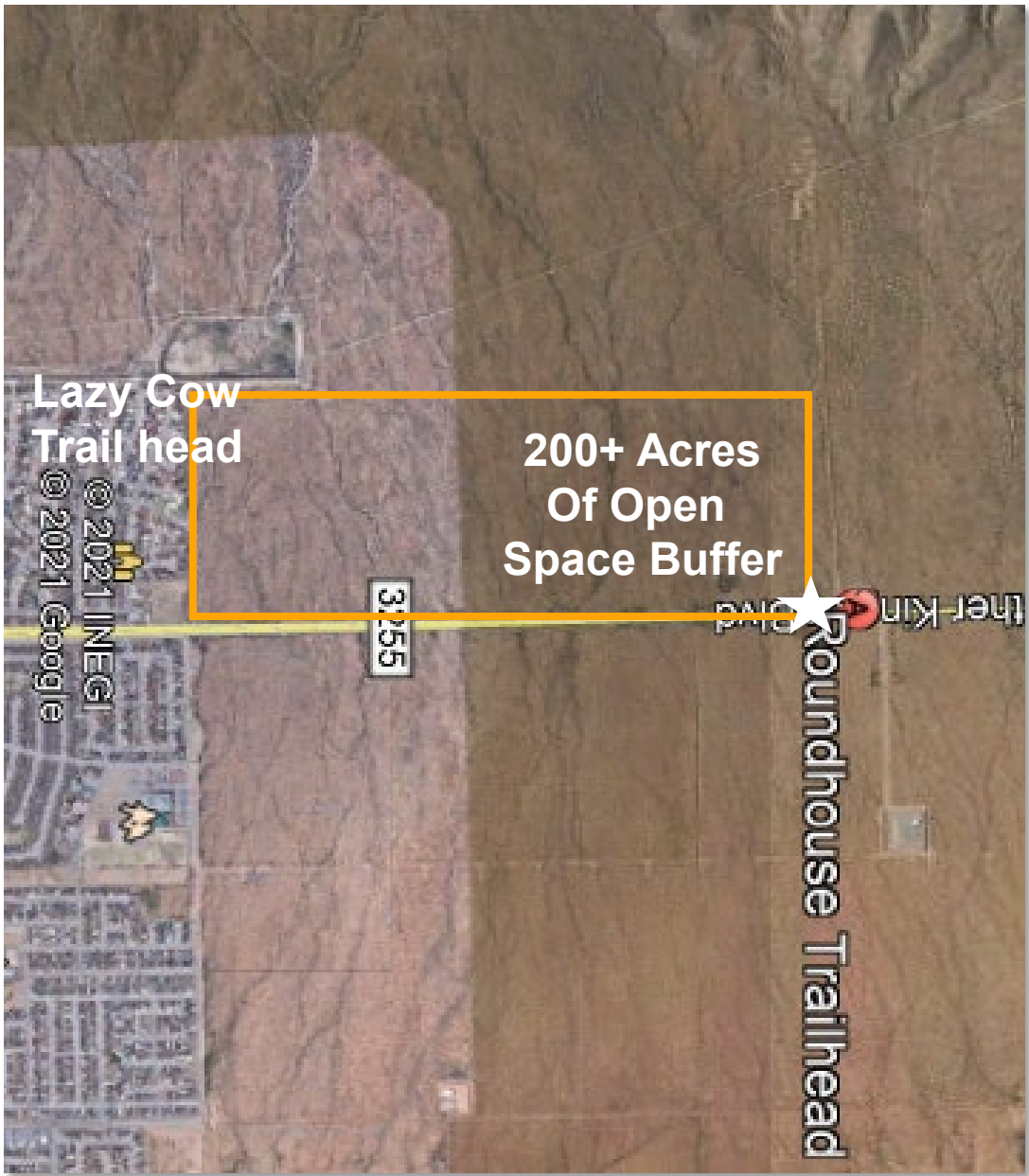
Joint Public Safety Academy

- Academy to be **surrounded by dedicated open space**
- Parking area can be used by trail users during non-business hours
- Location offers some security presence near the trailheads and open space
- QoL and Public Safety Bond funding used to maximize open space purchase and potentially improve road to Round House



Proposed Academy

Trailhead Locations



Academy Amenities

- Fire training Props
- Indoor shooting range
- Swift water rescue pool
- Class rooms/Auditorium
- Fitness gym
- A simulation room
- Police tactical training facility
- Mock courtroom
- Emergency vehicle training area
- Academy co-located with Fire Department HQ and Fire Vehicle Maintenance and Logistics Ctr.



New Facility will be designed to complement Open Space



Example Police Training Amenities



Example Fire Training Props



Project Schedule



- Property Acquisition: Ongoing through MOU between City + EPWater
- Programming: May 2021 – December 2021
- Design/Builder Selection: December 2021 – June 2022
- Design and Construction: July 2022 – January 2024





Fire Program

Progress to Date

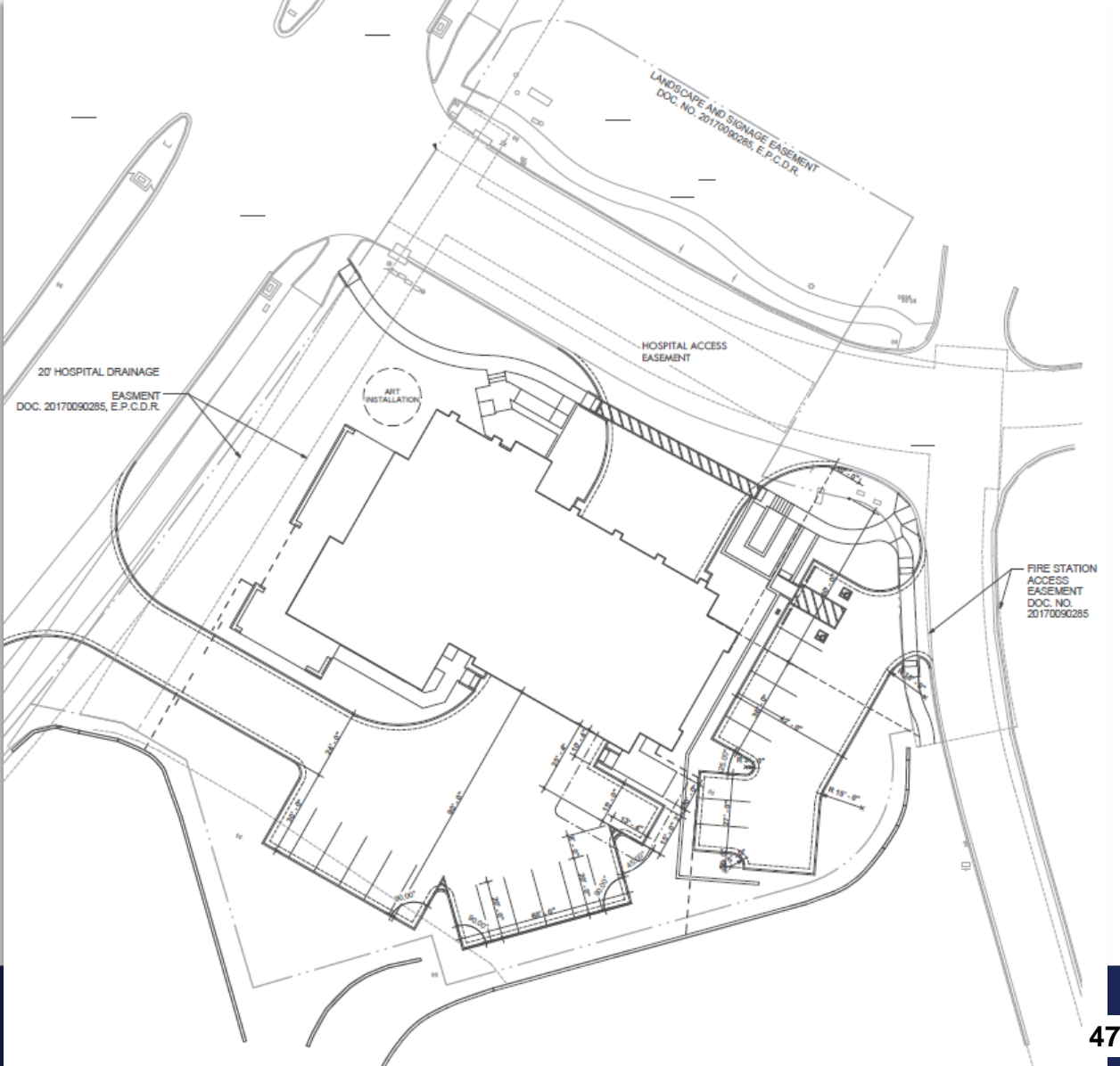
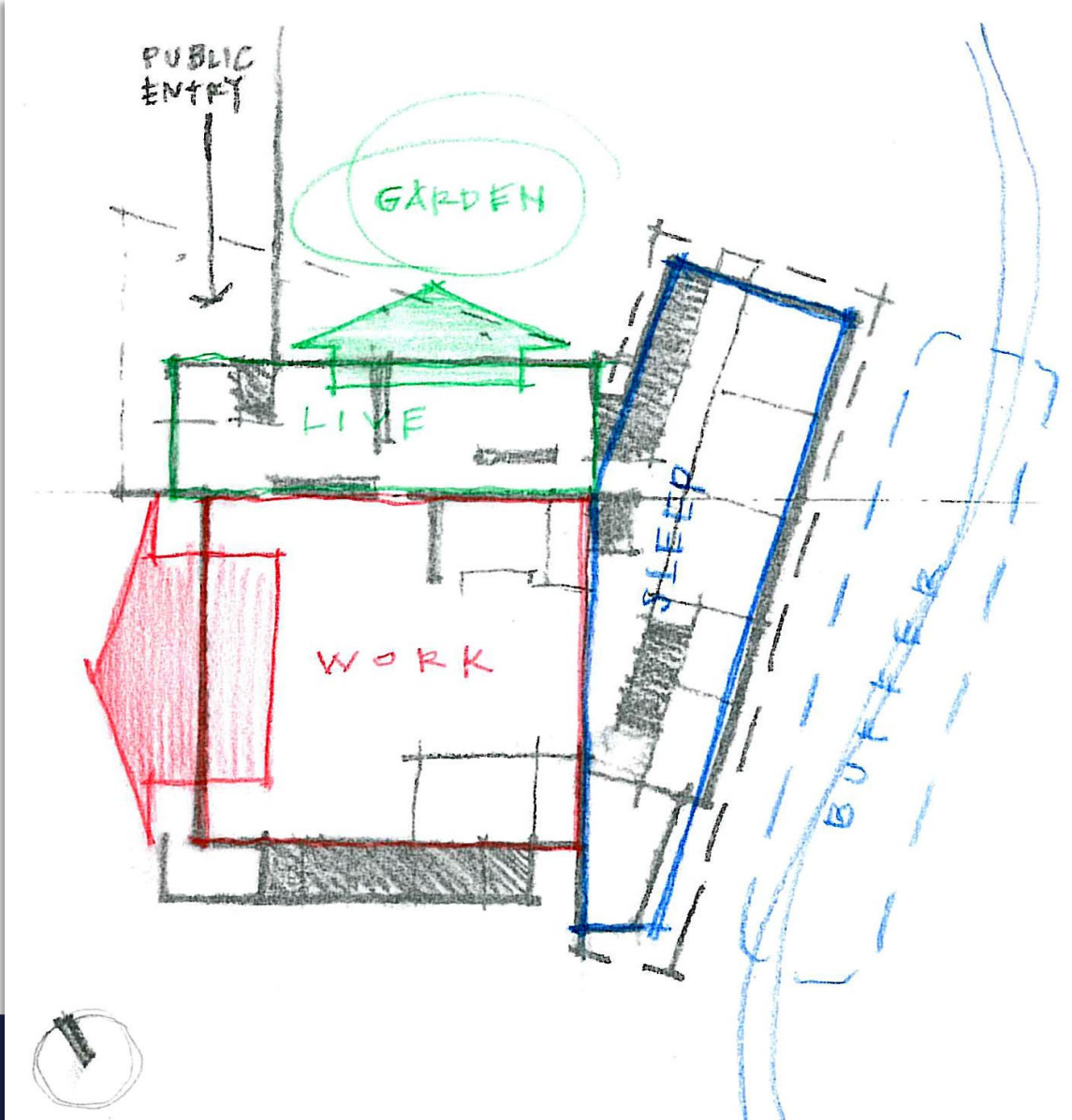
Project	Status
Fire Station 36	Bids opened July 28, 2021; construction to begin in fall 2021 and completed early 2023
Fire Station 38	Architect selection completed (same architect as FS 36); design to begin summer 2021 and be completed spring 2022. Construction to begin fall 2022 and completed early 2024
Special Teams Station	Property selected Tilman Building (to be demolished. Architect selection completed; design to begin summer 2021 and be completed fall 2022. Construction to begin in early 2023 and completed in early 2025
Fire Station 40	Future 2027- 2029

Fire Station 36

Location	1960 N. Resler Dr.
District(s)	District 1
Total Budget	\$11.3M
Funding	2019 Public Safety Bond



Fire Station #36 – Site Plan



Fire Station #36 - Exterior Finishes



Exterior Finishes Comparison to Hospital

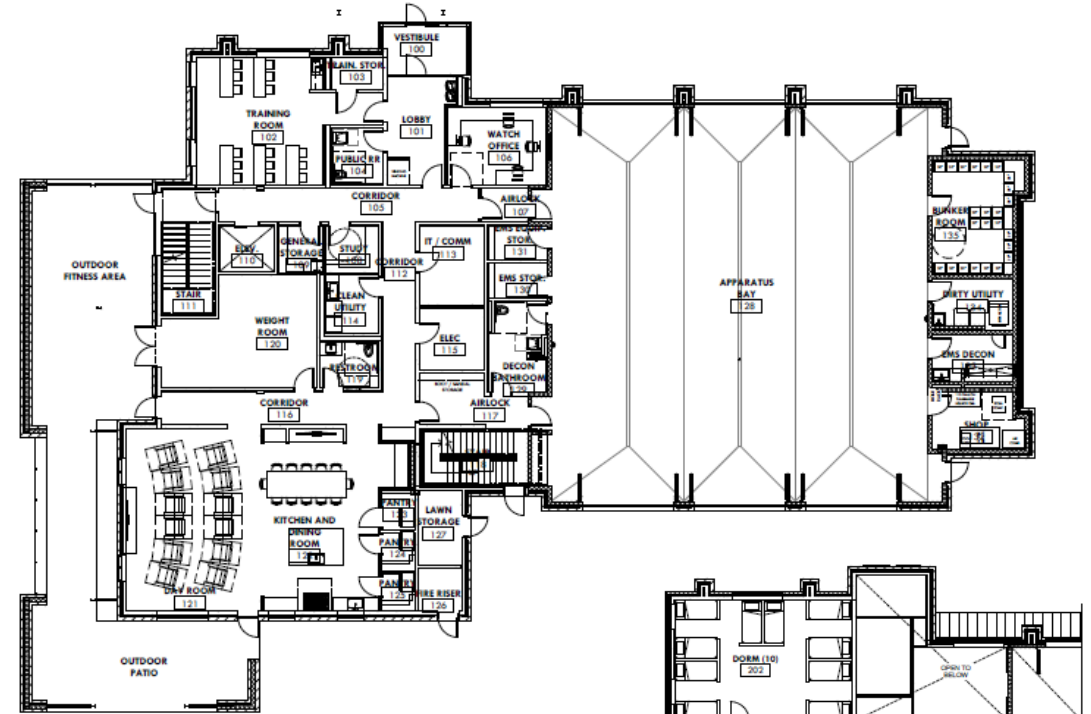


Fire Station 36 Floor Plans

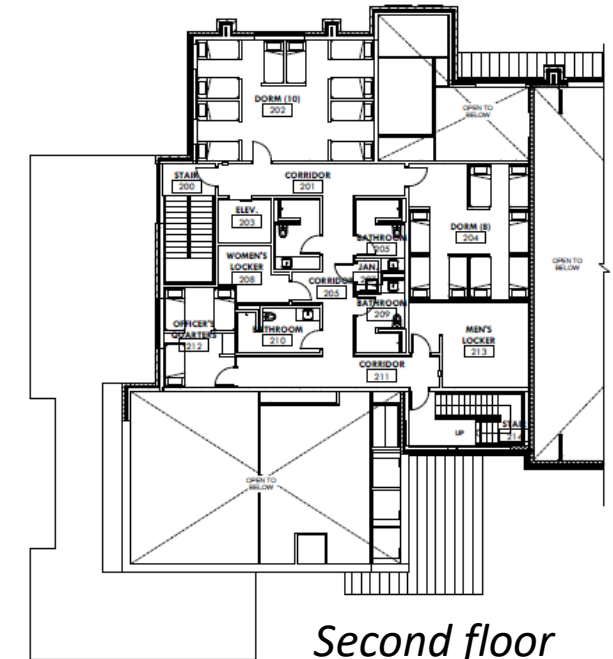


Design Features

- Approximately 12,000 ft²
- Community room
- 3-apparatus bays
- Designed with fire fighter health and safety in mind with segregation of hot, warm and cold zones
- Indoor and outdoor recreation space
- Meets Green Globe (2) requirements



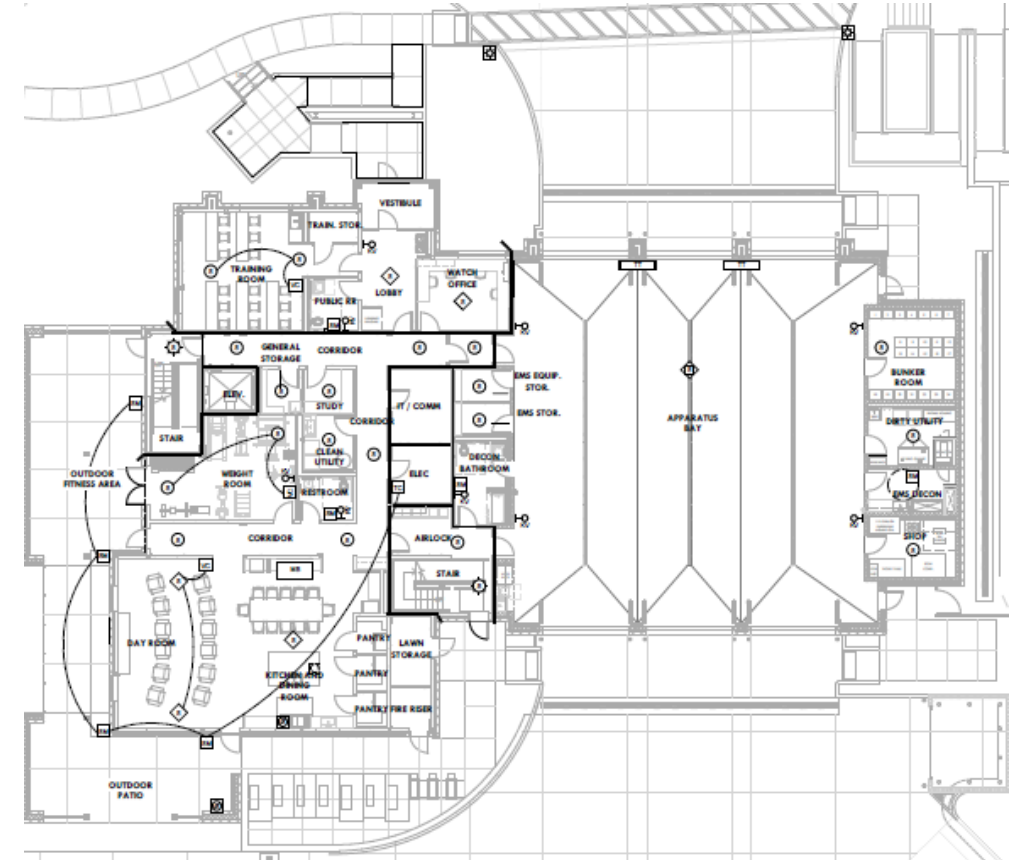
First floor



Second floor

Sustainable Design Elements

- Locally sourced exterior finishes
- Low flow bathroom/locker room fixtures
- Natural lighting throughout building
- Low VOC building materials
- On site storm water management
- Indoor/outdoor recreation amenities
- Xeriscape, native plantings, and drip irrigation
- Energy efficient HVAC/Appliances
- LED Lighting
- Energy efficient building envelope and reflective roofing system
- Energy recovery, centralized energy management system, and air purification system
- Vital-Vio LED lights in restrooms, showers, kitchen, and workout areas
- Solar ready - exploring PPA
- Apparatus bay circulation fan





Fire Program (Cont'd)

Progress to Date

Project	Status
Fire Department Headquarters	Property acquisition on-going and programming underway; project being completed using design-build (D/B) delivery strategy; D/B to be on-board by June 2022
Public Safety Training Facility and Logistics Center	Property acquisition on-going and programming underway, project being completed using design-build (D/B) delivery strategy; D/B to be on-board by June 2022
Station Renovations	Building assessments completed, planning five renovations per year. Design has been initiated on the first five stations (10, 19, 21, 25, and 26) and will be completed in winter 2022; construction to be completed on these stations fall 2023. Designs for the next five stations to begin in Fall 2021

Fire Station Renovations

Station	Location	District	Scope	Budget	Status
5 & 37	400 Revere St and 1250 RC Poe	3 & 5	Upgrade apparatus bay vehicle exhaust to point-of-capture system. Additional minor renovations to be completed in the future.	\$480K	Complete
10	1801 Montana Ave.	8	Replace concrete apparatus bay ingress/egress apron, replace concrete parkway along N. Williams St with landscaping, interior renovations to include LED lighting, new restroom, kitchen, living quarters, and exercise room. Construction of a minor addition to relocate showers and locker room from restrooms, improving privacy and functionality of the locker room	\$1.8M	Design
19	2405 McCrae	7	Addition of fire suppression system, smoke and CO ₂ , landscaping improvements, interior painting, new exterior energy efficient windows, flooring, furniture, kitchen cabinets, counter tops, energy efficient lighting	\$3.0M	Design
20	8301 Edgemere	3	Conversion of existing unenclosed emergency response vehicle bay to a larger enclosed bay for a larger fire apparatus. Additional minor renovations to be considered in the future.	\$496K	Design

Fire Station Renovations



FS 20 Enclose Open Bay



FS 26 Replace Windows and HVAC Upgrade Finishes



FS 5 and 37 Install Direct Exhaust Capture System

Fire Station Renovations

Station	Location	District	Scope	Budget	Status
21	10000 Dyer St	4	Replace concrete apparatus bay ingress/egress apron, resurface staff parking area, install staff parking area security gate and a 24 hour emergency generator, renovate interior to include kitchen, living area, restrooms, dispatch office, remodel women's sleeping quarters so that decontamination /extractor, bunker gear, and EMS supply rooms and a janitor's closet can be accommodated while providing proper separation of Hot/Warm/Cold Zones	\$1.9M	Design
25	10834 Ivanhoe	8	Replace roof, install fire alarm/fire suppression system, upgrade electrical system, upgrade doors, finishes, counters, cabinetry, and lighting, repoint exterior masonry, demolish and install concrete driveways, and repaint interior.	\$2.2M	Design
26	9418 N. Loop Dr	6	Replace exterior windows, upgrade to LED lighting, upgrade interior finishes (floors, plumbing fixtures, kitchen cabinetry, countertops, new HVAC, replace asphaltic driveways and parking areas	\$1.4M	Design

Fire Station Renovations



FS 21 Replace ingress/egress drive, install emergency generator, update finishes



Relocated to Special Units Station along with functions housed at FS 9 and 11

New Fire Facilities

Facility	Location	District	Scope	Budget	Status
HQ	Officer Andrew Barcena & MLK Blvd	4	Design and construct new Fire Department Headquarters	\$29.6M	Programming
Academy and Maint. & Logistics Ctr.	Officer Andrew Barcena & MLK Blvd	4	Design and construct new Fire Department Vehicle Maintenance and Logistics Center	\$29.6M	Programming
Special Units Station	222 S. Campbell	8	Demolish Tilman Building and design and construct a new facility to consolidate technical rescue, hazardous materials response, search and rescue and water rescue functions currently housed in FS 1, 9 and 11 Demolish existing FS 1 and design and construct a structured parking facility for PD and Fire staff and fleet	\$17.1M	Programming

Future Fire Projects

Facility	Location	Scope	Timeframe
FS 38	Tim Foster and Pebble Hills	Design and Construct a new fire station at site of ESRCC	FY 22-24
FS 40	TBD	Design and construct new Fire Station	FY 27-29
Station Renovations	Citywide	<p>Complete renovations of existing fire stations.</p> <ul style="list-style-type: none"> ✓ FY 21 FS 5 & 37 ✓ FY 21-FY 22 FS 10, 19, 20, 21, 25, 26 ✓ FY 22-FY 23 FS 3, 15,18, 22, 24 ✓ FY24 – FY 28 TBD 	<p>FY 21 Building assessments completed</p> <p>FY 20-28 Renovations to be completed</p>



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

Thank You



Legislation Text

File #: 21-823, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1

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

Planning and Inspections, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a 0.376-acre portion of Tract 1B, Nellie D. Mundy Survey 242 and Tract 2E4, Nellie D. Mundy Survey 243, City of El Paso, El Paso County, Texas from C-4/c (Commercial/conditions) to R-3A/c (Residential/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: East of Resler Dr. and South of Woodrow Bean Transmountain Rd.

Applicant: CSA Design Group, Inc. c/o Adrian Holguin-Ontiveros, PZRZ21-00015

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: August 31, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora, (915) 212-1552

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 changing the zoning of a 0.376-acre portion of Tract 1B, Nellie D. Mundy Survey 242 and Tract 2E4, Nellie D. Mundy Survey 243, City of El Paso, El Paso County, Texas from C-4/c (Commercial/conditions) to R-3A/c (Residential/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: East of Resler Dr. and South of Woodrow Bean Transmountain Rd.
Applicant: CSA Design Group, Inc. c/o Adrian Holguin-Ontiveros, PZRZ21-00015

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions) to match the current zoning of the adjacent properties to the south and allow for single-family development. City Plan Commission recommended 5-0 to approve the proposed rezoning on June 17, 2021. As of July 27, 2021, staff has received no communication in support nor opposition to the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A 0.376-ACRE PORTION OF TRACT 1B, NELLIE D. MUNDY SURVEY 242 AND TRACT 2E4, NELLIE D. MUNDY SURVEY 243, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-4/C (COMMERCIAL/CONDITIONS) TO R-3A/C (RESIDENTIAL/CONDITIONS). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of a 0.376-acre portion of Tract 1B, Nellie D. Mundy Survey 242 and Tract 2E4, Nellie D. Mundy Survey 243, located in the City of El Paso, El Paso County, Texas, be changed from **C-4/c (Commercial/conditions)** to **R-3A/c (Residential/conditions)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this ____ day of _____, 2021.

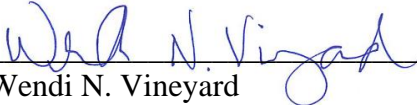
THE CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

East of Resler Dr. and South of Woodrow Bean Transmountain Rd.



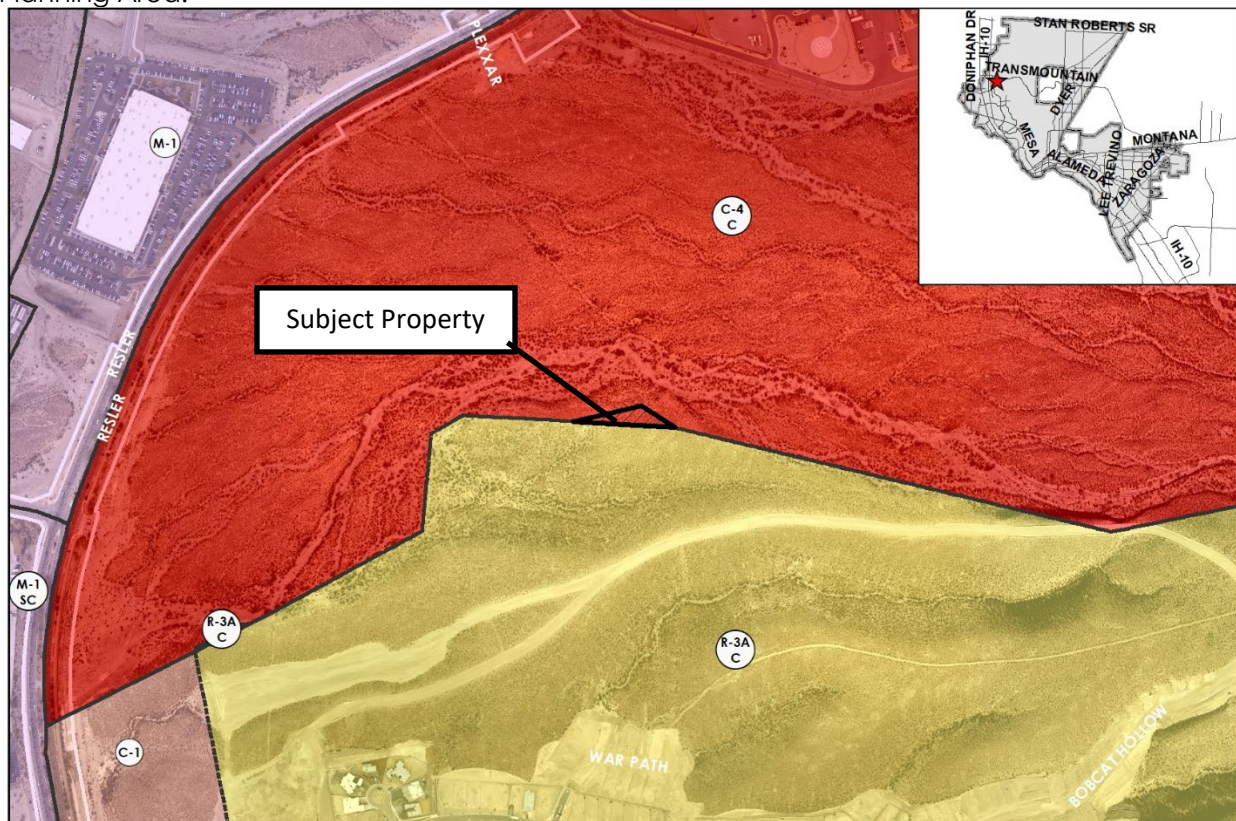
City Plan Commission — June 17, 2021 REVISED

REZONING

CASE NUMBER: PZRZ21-00015
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Hunt Communities Holding, LLC
REPRESENTATIVE: CSA Design Group, Inc. c/o Adrian Holguin-Ontiveros
LOCATION: East of Resler Dr. and South of Woodrow Bean Transmountain Rd. (District 1)
PROPERTY AREA: 0.376 acres
REQUEST: Rezone from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions)
RELATED APPLICATIONS: SUSU21-00054 (Major Combination)
PUBLIC INPUT: None as of June 10, 2021

SUMMARY OF REQUEST: The request is to rezone the subject property from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions) to match the existing zoning of the adjacent property to the south.

STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed property is consistent with adjacent residential properties within its vicinity. Furthermore, the proposed residential zone is compatible with the adjacent G-4, Suburban (Walkable) Future Land Use Designation to the south and is in keeping with the policies of *Plan El Paso* in the Northwest Planning Area.



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

0 150 300 600 900 1,200 Feet



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant proposes to rezone the subject property from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions) to match the current zoning of the adjacent properties to the South and to allow for single-family dwelling development. The generalized plot plan shows the subject property being combined to three (3) residential lots in a proposed residential subdivision. Single-family dwelling development shall comply with the R-3A (Residential) district requirements. The proposed development is subject to a condition, but would not apply once it has been rezoned to residential and combined with adjacent properties to the south. Ordinance No. 15708, approved on March 2, 2004, imposed the following condition:

A ten (10) foot wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along any property line abutting residential or apartment zoning districts, except where abutting El Paso Natural Gas Company right-of-way, or a twenty-five (25) foot setback shall be required where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of the Chapter 20.65 of the El Paso Municipal Code and shall be required prior to the issuance of any building permits.

PREVIOUS CASE HISTORY: The Open Space Advisory Board (OSAB) recommended approval on June 9, 2021.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The property to the north, west, and east is zoned C-4 (Commercial) and is currently vacant. The property to the south is zoned R-3A (Residential) and is currently vacant. The nearest school is Silvestre & Carolina Reyes Elementary School (1.43 miles) and the nearest park is Cimarron Park (0.81 miles).

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-7, Industrial: This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso’s economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.</p>	<p>The proposed residential zone, although not compatible with the G-7 Industrial Future Land Use Designation, is compatible with the adjacent G-4, Suburban (Walkable) Future Land Use Designation. Additionally, the property will be part of a proposed residential subdivision entirely located within the G-4, Suburban (Walkable) Future Land Use Designation.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>R-3A (Residential): The purpose of this district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	<p>Yes, the proposed zone is the same as the adjacent R-3A (Residential) district to the south. The property is proposed to be combined and platted to become part of residential lots in a residential subdivision. Rezoning to R-3A (Residential) is needed to avoid the creation of any split zone properties. The proposed development is in character with the spirit of the R-3A (Residential) zone district.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Preferred Development Locations: Is the property in a “Compact Urban” area?	The property is proposed to become part of a residential subdivision and fits the physical context of residential properties
THE PROPOSED ZONING DISTRICT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The property lies within the Hillside Development Area. The Open Space Advisory Board (OSAB) recommended approval of the rezoning on June 9, 2021.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed rezoning, if approved, will avoid the creation of any split zone properties.
Natural Environment: Anticipated effects on the natural environment.	The subject property lies within the Hillside Development Area. There are no anticipated effects on the natural environment. Furthermore, the Open Space Advisory Board (OSAB) recommended approval of the rezoning on June 9, 2021.
Stability: Whether the area is stable or in transition.	The area is in transition as is currently under development. It is expected to be developed into a residential subdivision.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The property is currently in the process of being platted and currently does not have adequate public facilities, services or infrastructure. However, the property is proposed to be combined with proposed residential properties to the south and be part of a residential subdivision with appropriate facilities serving the development.

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

PUBLIC COMMENT: The property does not lie within any neighborhood associations. Public notices were mailed to property owners within 300 feet on June 4, 2021. Staff has received no communication in favor or opposition to the rezoning request as of June 10, 2021.

RELATED APPLICATIONS: SUSU21-00054, Cimarron Canyon Unit Five will be heard by the City Plan Commission (CPC) on June 17, 2021.

CITY PLAN COMMISSION OPTIONS:

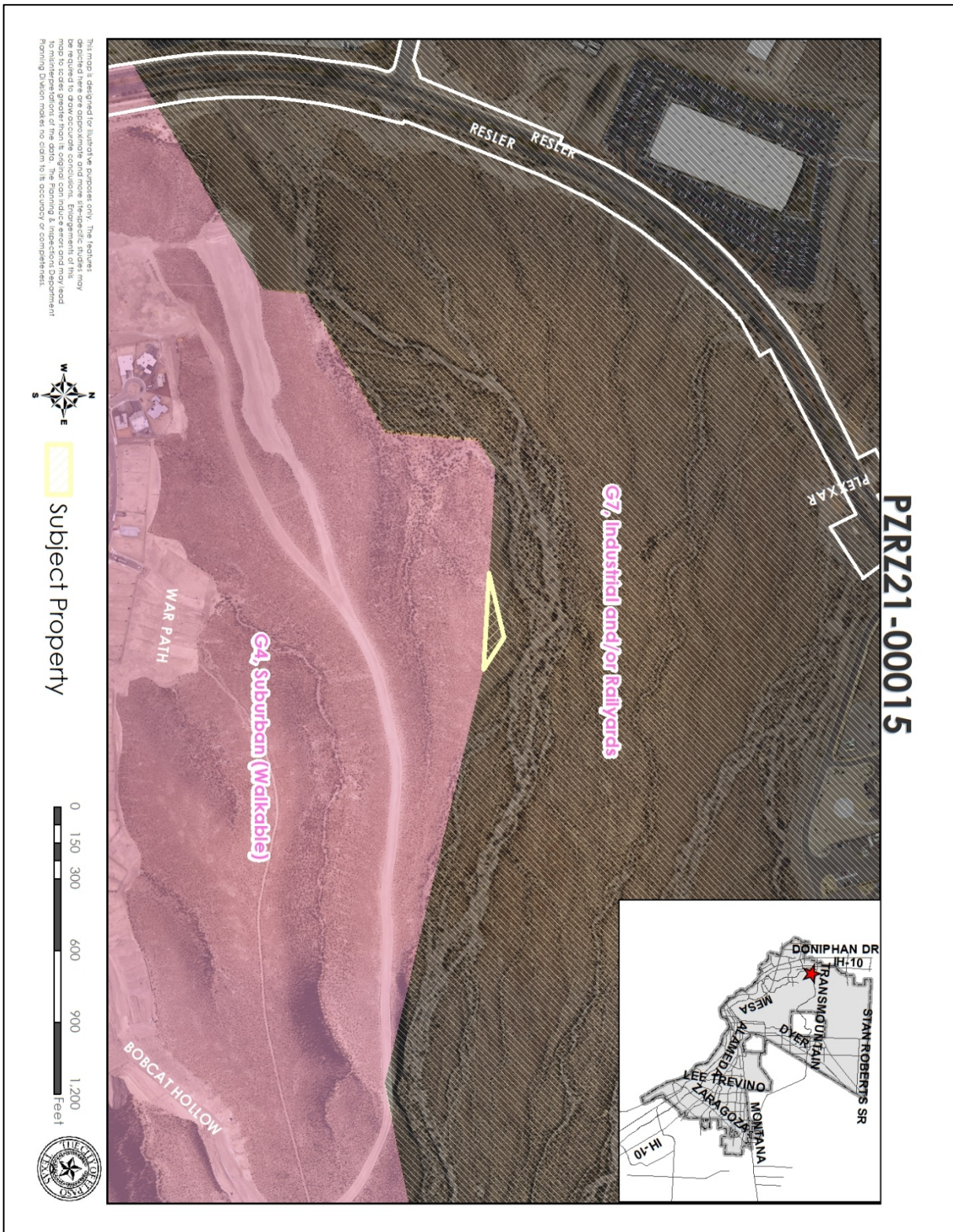
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

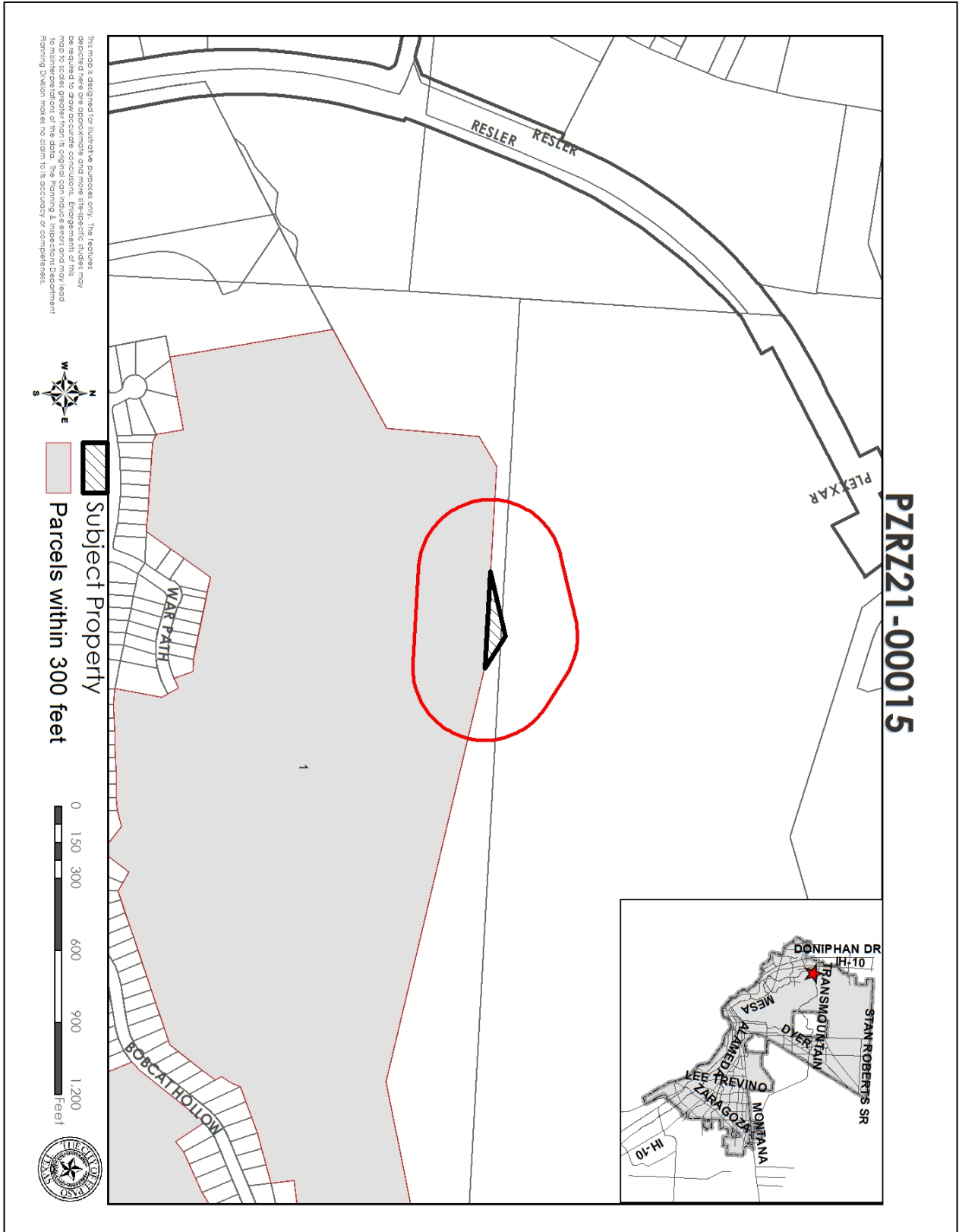
ATTACHMENTS:

1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Generalized Plot Plan
4. Ordinance No. 15708
5. Department Comments

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 4

300

ORDINANCE NO. 15708

AN ORDINANCE CHANGING THE ZONING OF PARCEL 1: A PORTION OF TRACT 1A1, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-4 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 2: A PORTION OF TRACT 1A1, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM PMD (PLANNED MOUNTAIN DEVELOPMENT) TO C-4 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, ~~PARCEL 3: A PORTION OF TRACT 1D, NELLIE D. MUNDY SURVEY~~ NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO R-3A (RESIDENTIAL), PARCEL 4: A PORTION OF TRACT 1D, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM PMD (PLANNED MOUNTAIN DEVELOPMENT) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 5: A PORTION OF TRACT 10B4, NELLIE D. MUNDY SURVEY NO. 239 AND A PORTION OF TRACT 2D, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM M-1 (LIGHT MANUFACTURING) TO C-4 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 6: A PORTION OF RESLER DRIVE AND A PORTION OF TRACT 2E, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM PMD (PLANNED MOUNTAIN DEVELOPMENT) TO C-4 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 7: RESLER DRIVE AND A PORTION OF TRACTS 2E & 4G, A PORTION OF NELLIE D. MUNDY SURVEY NO. 240 AND A PORTION OF TRACT 1B, NELLIE D. MUNDY SURVEY NO. 242 AND ALL OF TRACT 2A & A PORTION OF TRACT 2E, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-4 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 8: A PORTION OF TRACT 2C, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM PMD (PLANNED MOUNTAIN DEVELOPMENT) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS, PARCEL 9: A PORTION OF TRACT 3B, NELLIE D. MUNDY SURVEY NO. 242 AND A PORTION OF TRACT 2C, NELLIE D. MUNDY SURVEY NO. 243, EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CERTAIN CONDITIONS. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.68 OF THE EL PASO MUNICIPAL CODE.

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

That the zoning of *Parcels 1 - 9*, as more particularly described by metes and bounds in the attached Exhibit "A", be changed within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly; as follows:

ORDINANCE NO. 15708

1

3/30/2004

Zoning Case No: ZON03-00047

That the properties described as **Parcel 5** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning from **M-1 (Light Manufacturing)** to **C-4 (Commercial)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

A forty (40) foot wide buffer shall be required abutting Loop 375 right-of-way and any future frontage roads. Within this forty (40) foot buffer, a minimum twenty-five (25) foot landscaped area to include a twelve (12) foot bike trail, except for any ingress or egress access locations, shall be required. The additional fifteen (15) foot buffer can include the requirements of Chapter 20.65 of the El Paso Municipal Code. This forty (40) foot buffer shall be developed in accordance with the plan identified in the attached Exhibit "B" and shall be completed prior to the issuance of any certificates of occupancy.

That the properties described as **Parcels 4 and 8** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning from **PMD (Planned Mountain Development)** to **C-3 (Commercial)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

A forty (40) foot wide buffer shall be required abutting Loop 375 right-of-way and any future frontage roads. Within this forty (40) foot buffer, a minimum twenty-five (25) foot landscaped area to include a twelve (12) foot bike trail, except for any ingress or egress access locations, shall be required. The additional fifteen (15) foot buffer can include the requirements of Chapter 20.65 of the El Paso Municipal Code. This forty (40) foot buffer shall be developed in accordance with the plan identified in the attached Exhibit "B" and shall be completed prior to the issuance of any certificates of occupancy.

That the properties described as **Parcel 7** be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning from **R-3 (Residential)** to **C-4 (Commercial)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this City:

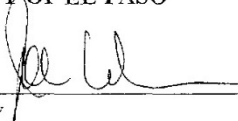
A ten (10) foot wide landscaped buffer to include, but not limited to, evergreen trees placed at fifteen (15) feet on center shall be required along any property line abutting residential or apartment zoning districts, except where abutting El Paso Natural Gas Company right-of-way, or a twenty-five (25) foot setback shall be required where abutting residential or apartment zoning districts. This shall be in addition to the landscaping requirements of the Chapter 20.65 of the El Paso Municipal Code and shall be required prior to the issuance of any building permits.

ORDINANCE NO. 15708

3/30/2004
Zoning Case No: ZON03-00047

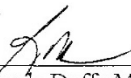
PASSED AND APPROVED this 2nd day of March, 2004.

THE CITY OF EL PASO



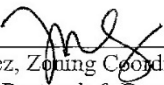
Joe Wardy
Mayor

ATTEST:

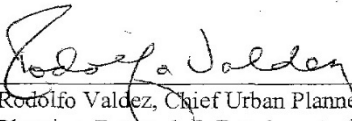


Richarda Duffy Momsen
City Clerk

APPROVED AS TO CONTENT:



Fred Lopez, Zoning Coordinator
Planning, Research & Development

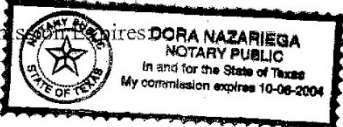



Rodolfo Valdez, Chief Urban Planner
Planning, Research & Development

Acknowledgment

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 12th day of April, 2004, by **JOE WARDY** as **MAYOR** of **THE CITY OF EL PASO**.

My Commission Expires  **DORA NAZARIEGA**
NOTARY PUBLIC
In and for the State of Texas
My commission expires 10-06-2004



Notary Public, State of Texas
Notary's Printed or Typed Name:
Dora Nazariiega

ORDINANCE NO. 15708

3/30/2004
Zoning Case No: ZON03-00047

Being a portion of Tract 1A1,
Nellie D. Mundy Survey No. 243,
City of El Paso, El Paso County, Texas
Prepared for: Hunt/Plexxar
January 27, 2004
(PARCEL 1A)

Exhibit "A"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being portion of Tract 1A1, Nellie D. Mundy Survey No. 243,
City of El Paso, El Paso County, Texas and being more particularly described by metes and
bounds as follows:

Commencing for Reference at a point being the intersection of the northerly right of way line
of Woodrow Bean Transmountain Dr. (Loop 375) and the common boundary line of Nellie
D. Mundy Surveys No. 239 and 243. Thence along said common boundary line North
00°02'07" East a distance of 401.51 feet to a point for The "TRUE POINT OF
BEGINNING".

Thence North 00°02'07" East a distance of 1353.10 feet to a point;

Thence South 85°42'48" East a distance of 106.26 feet to a point;

Thence North 85°51'57" East a distance of 226.65 feet to a point;

Thence South 00°02'51" West a distance of 678.45 feet to a point;

Thence South 89°57'19" East a distance of 693.95 feet to a point;

Thence South 00°02'31" West a distance of 245.91 feet to a point;

Thence South 89°57'19" East a distance of 957.40 feet to a point;

Thence North 00°02'58" East a distance of 331.84 feet to a point;

Thence South 89°56'53" East a distance of 1522.68 feet to a point;

Thence North 00°03'03" East a distance of 574.76 feet to a point;

Thence South 87°17'03" East a distance of 164.98 feet to a point on the westerly
right-of-way line of El Paso Natural Gas Company right of way;

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Being a portion of Tract 1A1,
Nellie D. Mundy Survey No. 243,
City of El Paso, El Paso County, Texas
Prepared for: Hunt/Plexxar
January 27, 2004
(PARCEL 2A)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being portion of Tract 1A1, Nellie D. Mundy Survey No. 243,
City of El Paso, El Paso County, Texas and being more particularly described by metes and
bounds as follows:

THE "TRUE POINT OF BEGINNING" being a point on the intersection of the northerly
right of way line of Woodrow Bean Transmountain Dr. (Loop 375) and the common
boundary line of Nellie D. Mundy Surveys No. 239 and 243.

Thence North 00°02'07" East a distance of 401.51 feet to a point;

Thence South 84°59'40" East a distance of 2048.21 feet to a point;

Thence South 75°31'28" East a distance of 2178.13 feet to a point on the westerly
right-of-way line of El Paso Natural Gas right of way;

Thence along said right-of-way line South 08°01'01" East a distance of 427.90 feet to
a point on the northerly right-of way line of Woodrow Bean Transmountain Dr.(Loop
375);

Thence along said right-of-way line the following three courses:

North 80°00'09" West a distance of 59.68 feet to a point;

North 75°31'28" West a distance of 2249.25 feet to a point;

North 84°59'40" West a distance of 1980.24 feet to the "TRUE POINT OF BEGINNING"
and containing in all 39.10 acres of land more or less.

R.R.
Ron R. Conde
R.P.L.S. No. 5152



job #1202-78-2A R.C.
LGL-02:120278-2A.LGL

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 892-0283

Being a portion of Tract 1D,
Nellie D. Mundy Survey No. 243,
City of El Paso, El Paso County, Texas
Prepared for: HuntPlexxar
January 27, 2004
(PARCEL 4A)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being portion of Tract 1D, Nellie D. Mundy Survey No. 243,
City of El Paso, El Paso County, Texas and being more particularly described by metes and
bounds as follows:

The "TRUE POINT OF BEGINNING" being a found TXDOT 4"x4" concrete R.O.W. Marker
on the intersection of the northerly right-of-way line of Woodrow Bean Transmountain
Dr. (Loop 375) with the common boundary line of Nellie D. Mundy Surveys No. 243 and 246

Thence along the right-of-way line of Woodrow Bean Transmountain Dr. (Loop 375)
the following two courses:

North 84°25'25" West a distance of 263.68 feet to a point;

North 80°00'09" West a distance of 710.28 feet to a common point on the easterly
right-of-way line of El Paso Natural Gas Company right of way;

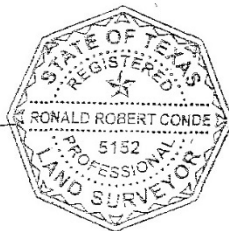
Thence along said right-of-way line North 08°01'01" West a distance of 419.01 feet to
a point;

Thence leaving said right-of-way line South 75°31'28" East a distance of 400.91 feet
to a point;

Thence South 84°25'25" East a distance of 635.59 feet to a point;

Thence South 00°03'24" West a distance of 401.87 feet to the "TRUE POINT OF
BEGINNING" and containing in all 8.90 Acres of land more or less.

RR
Ron R. Conde
R.P.L.S. No. 5152



job #1202-78-4A.R.C.
LGL-04\120278-4A.LGL

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Being a portion of Resler Drive and a portion
of Tract 2E, Nellie D. Mundy Survey No. 243,
City of El Paso, El Paso County, Texas
Prepared for: HuntPlexxar
January 27, 2004
(PARCEL 6A)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Resler Drive and portion of Tract 2E, Nellie
D. Mundy Survey No. 243, City of El Paso, El Paso County, Texas and being more
particularly described by metes and bounds as follows:

Commencing for reference at a found city monument at the point of curve Resler Drive
station 116+66.54, Thence from said monument South 80°27'07" East a distance of 7.50 feet
to a point for The "TRUE POINT OF BEGINNING".

Thence North 09°32'33" East a distance of 39.24 feet to a point on the southerly
right-of-way line of Woodrow Bean Transmountain Dr. (Loop 375);

Thence continuing along said right-of-way line the following two courses:

South 80°16'04" East a distance of 726.02 feet to a point;

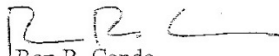
South 75°31'42" East a distance of 1911.39 feet to a point on the westerly right-of-
way line of an El Paso Natural Gas Company right of way;

Thence leaving said right-of-way line and along the westerly right-of-way line of an
El Paso Natural Gas Company right of way South 08°01'01" East a distance of
433.65 feet to a point;

Thence leaving said right-of-way line North 75°31'42" West a distance of 2061.21
feet to a point;

Thence North 80°13'14" West a distance of 740.37 feet to a point;

Thence 362.65 feet along the arc of a curve to the left whose radius is 2000.00 feet whose
interior angle is 10°23'21" whose chord bears North 14°44'13" East a distance of 362.16 feet
to the "TRUE POINT OF BEGINNING" and containing in all 24.95 acres of land more or
less.


Ron R. Conde
R.P.L.S. No. 5152



job #1202-78-6A R.C.
LGL-04A120278-6A.LGL

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Being a portion of Resler Drive, and Tracts 2E and 4G,
Nellie D. Mundy Survey No. 240, and a portion
Tract 1B, Nellie D. Mundy Survey No. 242, and
All of Tract 2A and portion of Tract 2E, Nellie D.
Mundy Survey No. 243,
City of El Paso, El Paso County, Texas
Prepared for: HuntPlexxar
January 27, 2004
(PARCEL 7A)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Resler Drive and Tracts 2E and 4G, Nellie D. Mundy Survey No. 240 and a portion of Tract 1B, Nellie D. Mundy Survey No. 242, and all of Tract 2A and a portion of Tract 2E, Nellie D. Mundy Survey No. 243, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at a existing city monument at the point of curve Resler Drive station 116+66.54, Thence from said monument South $13^{\circ}33'12''$ West a distance of 361.55 feet to a point for The "TRUE POINT OF BEGINNING".

Thence South $80^{\circ}13'14''$ East a distance of 740.37 feet to a point;

Thence South $75^{\circ}31'42''$ East a distance of 2061.21 feet to a point on the westerly line of an El Paso Natural Gas Company right of way;

Thence along said right-of-way line South $08^{\circ}01'01''$ East a distance of 2047.94 feet to a point;

Thence leaving said right-of-way line North $77^{\circ}44'17''$ West a distance of 192.12 feet to a point;

Thence South $85^{\circ}54'38''$ West a distance of 479.15 feet to a point;

Thence South $78^{\circ}29'51''$ West a distance of 758.12 feet to a point;

Thence North $79^{\circ}02'30''$ West a distance of 1502.00 feet to a point;

Thence North $88^{\circ}47'23''$ West a distance of 830.80 feet to a point;

Thence South $60^{\circ}02'38''$ West a distance of 309.60 feet to a point;

Thence South $05^{\circ}10'26''$ West a distance of 386.91 feet to a point;

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Being a portion of Tract 2C,
Nellie D. Mundy Survey No. 243
City of El Paso, El Paso County, Texas
Prepared for: Hunt/Plexxar
January 27, 2004
(PARCEL 8A)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 2C, Nellie D. Mundy Survey No. 243,
City of El Paso, El Paso County, Texas and being more particularly described by metes and
bounds as follows:

THE "TRUE POINT OF BEGINNING" being a point on the intersection of the southerly
right-of-way line of Woodrow Bean Transmountain Drive (Loop 375) with the easterly line
of an 100' El Paso Natural Gas Company right of way;

Thence along the southerly right of way line of Woodrow Bean Transmountain Dr.
(Loop 375) South 75°31'42" East a distance of 201.87 feet to a point;

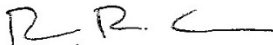
Thence continuing along said right-of-way line South 84°25'25" East a distance of
737.60 feet to a point;

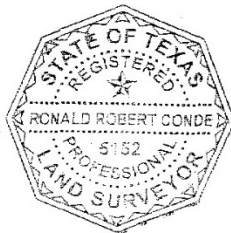
Thence leaving said right-of-way line South 00°03'24" West a distance of 401.89 feet
to a point;

Thence North 84°27'31" West a distance of 808.39 feet to a point;

Thence North 75°31'42" West a distance of 66.19 to a point on the easterly right-of-
way line of El Paso Natural Gas Company right of way;

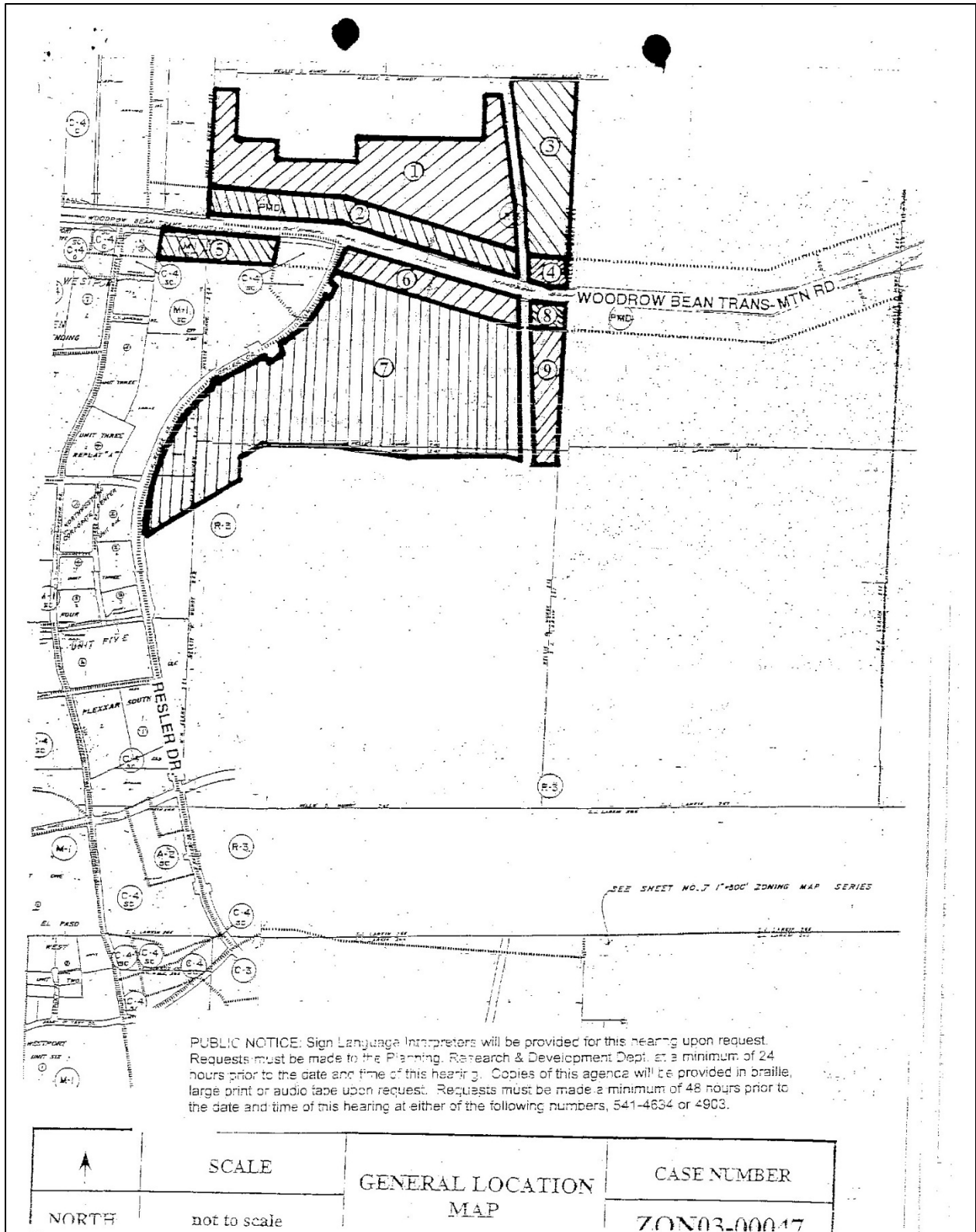
Thence along said right-of-way line North 08°01'01" West a distance of 433.65 feet to
the "TRUE POINT OF BEGINNING" and containing in all 8.34 acres of land more
or less.


Ron R. Conde
R.P.L.S. No. 5152



job #1202-78-8A.R.C.
LGL-04/120278-8A.LGL

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283



DATE: 4-20-04

TO: MAPPING SECTION

RETURN TO: Sandra

ORDINANCE #: 15708

ORDINANCE DATE: ~~3-20-04~~ 3-2-04

CASE #: ZONING 00047

CONDITIONS: UCS

METES & BOUNDS: UCS

RETURNED ON 5-28-04 DL

ATTACHMENT 5

Planning and Inspections Department - Planning Division

Recommend approval of the rezoning request.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval.

Planning and Inspections Department – Land Development

Recommend approval. No objections to proposed rezoning of 0.376 Acres.

Environmental Services Department

No comments received.

Fire Department

Recommend approval. No adverse comments.

Police Department

No comments received.

Sun Metro

Recommend approval. No objections.

Streets and Maintenance Department

TIA not required. No additional comments.

El Paso Water Utilities

We have reviewed the request described above and provide the following comments:

El Paso Water (EPWU) does not object to this request.

The subject property is located within the Westside Impact Fee Service Area. Impact fees for will be assessed and collected at the time the El Paso Water Utilities receive an application for water and sanitary sewer services.

Water:

There is an existing 8-inch diameter water main along Cimarron Gap Drive. This main dead-ends approximately 46-feet east of Bobcat Hollow Drive. This main is available for main extension.

There is an 8-inch diameter water main along War Path Drive. This main dead-ends approximately 422.5-feet east from the corner of War Path Drive. This main is available for main extension.

There will be an existing 8-inch diameter water main along Cimarron Rim Drive. This main will be available for extension.

There will be an (2) 8-inch diameter water mains high pressure and low pressure along Cimarron Bluff Lane. Those mains will be available for extensions.

Water pressure between 35-psi and 50-psi is expected between ground elevation 4,094-feet and 4,060-feet. The EPWU requests that the Developer construct single level houses between ground elevation 4,060-feet and 4,094-feet, until a high-pressure water main that extends from the C.C.C. 2 Pressure Zone is constructed. Water service to lots located above elevation 4,094-feet cannot be provided until the high-pressure water main is installed.

Previous water pressure from fire hydrant #11775 located at the northwest corner of Bobcat Hollow Drive and 7357 Cimarron Gap Drive, has yielded a static pressure of 72 psi, a residual pressure of 50 psi, and a discharge of 1,244 gallons per minute.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main along Cimarron Gap Drive. This main dead-ends approximately 74-feet east of Bobcat Hollow Drive. This main is available for main extension.

There is an 8-inch diameter sanitary sewer main along War Path Drive. This main dead-ends approximately 203-feet east from the corner of War Path Drive. This main is available for main extension.

There will be an existing 8-inch diameter sanitary sewer main along Cimarron Rim Drive. This main will be available for extension.

There will be an 8-inch diameter sanitary sewer main along Cimarron Bluff Lane. This main will be available for extension.

General:

Owner is responsible for all main extension costs.

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

El Paso County 911 District

The 911 District has no objections/comments for this rezoning.

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID1.

Texas Department of Transportation

No comments received.



Legislation Text

File #: 21-859, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Districts 6 and 8

International Bridges, Paul Stresow, (915) 212-7502
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 1.6 - Provide business-friendly permitting and inspection process

Discussion and action on the request that the City Manager be authorized to sign Agreement between the City of El Paso and The Revenue Markets, Inc dba TRMI Systems Integration, the sole source provider for the Toll System Maintenance and replacement parts, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$39,784.59 for the initial term, which represents a 12.17% increase due to additional services provided and price increases.

Department:	International Bridges
Award to:	The Revenue Markets, Inc. dba TRMI Systems Integration Accord, NY
Item(s):	All
Initial Term:	3 Years
Annual Estimated Award:	\$122,193.20
Total Estimated Award	\$366,579.63 (3 years)
Funding Source:	Operational Fund
Account No.:	522290 - 564 - 3300 - 64830
District(s):	6 and 8
Reference No.:	2021-1114

This is a Sole Source, maintenance and service contract.

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Paul Stresow, Assistant Director of International Bridges, 915-212-7502
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

DISTRICT(S) AFFECTED: 6 and 8

STRATEGIC GOAL: No. 1 – Cultivate an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: 1.6 – Provide business-friendly permitting and inspection process

SUBJECT:

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to sign Service Agreements between the City Of El Paso and The Revenue Markets, Inc dba TRMI Systems Integration, the sole source provider for the Toll System Maintenance and replacement parts, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

The Revenue Markets, Inc. dba TRMI is the sole source provider for the application software and related equipment for the electronic toll collection system for the International Bridges. Contract would provide maintenance coverage for all electronic toll equipment and software applications, including updates.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$39,784.59 for the initial term, which represents a 12.17% increase due to price increases.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$366,579.63 (3 Years)
Funding Source: Operational Fund
Account: 522290 – 564 – 3300 - 64830

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: International Bridges
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Paul Stresow

Paul Stresow, Assistant Director International Bridges

**COUNCIL PROJECT FORM
(Sole Source)**

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

Please place the following item on the **REGULAR** agenda (under Purchasing Requests) for the Council Meeting of **August 3, 2021**.

STRATEGIC GOAL: NO. 1 – Cultivate An Environment Conducive To Strong, Sustainable Economic Development

The Linkage to the Strategic Plan is subsection 1.6 – Provide business-friendly permitting and inspection process

Discussion and action on the request that the City Manager be authorized to sign Agreements between the City of El Paso and The Revenue Markets, Inc dba TRMI Systems Integration, the sole source provider for the Toll System Maintenance and replacement parts, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

Contract Variance

The difference in price, based on comparison to the previous contract is as follows: An increase of \$39,784.59 for the initial term, which represents a 12.17% increase due to additional services and price increases.

Department:	International Bridges
Award to:	The Revenue Markets, Inc. dba TRMI Systems Integration Accord, NY
Initial Term:	3 years
Annual Estimated Award:	\$122,193.21
Initial Term Estimated Award:	\$366,579.63 (3 years)
Account No.:	522290 – 564 – 3300 - 64830
Funding Source:	Operational Fund
District(s):	6 and 8
Sole Source No.:	2021-1114

This is a Sole Source, service and maintenance contract.

5120 US HIGHWAY 209

ACCORD NY 12404

P 845.626.8655

F 845.626.2492

WWW.TRMI.COM



July 9, 2021

Ms. Paula Salas
Purchasing Agent
City of El Paso
300 N. Campbell
El Paso, Texas 79901

Re: Sole Source Letter – (3) Year Maintenance Agreement 2021-24

Dear Ms. Salas:

The Revenue Markets, Inc. (TRMI) integrated and installed the computerized toll collection system in use at the three International Bridges for the City of El Paso.

TRMI is the designer and developer for the hardware and software for this system. We are the only integrator of record who can install and produce changes to our design and specifications. We know of no other system integrator who produces a product of equal design.

Therefore, we submit that TRMI is to be considered the sole source for El Paso's Maintenance Agreement.

Sincerely,

A handwritten signature in blue ink that reads "Marcy Nigro-Paris". The signature is fluid and cursive, with the first name being the most prominent.

Marcy Nigro-Paris
Director of Operations



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Henry Kroll. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: The Revenue Markets, Inc. dba: TRMI Systems
3. The above named company or firm is the sole source for the following item(s), product(s) or ^{Integration} service(s):
TRMI is the designer and developer for the hardware and software for this system. We are the only integrator of record who can install and produce changes to our design and specifications. Therefore, we submit that TRMI is to be considered the sole source for El Paso's Maintenance Agreement 2021-24
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Henry Kroll
Signature

SUBSCRIBED AND SWORN to before me on this 9th day of July 2021

Marcy Nigro Paris
NOTARY PUBLIC
Marcy Nigro-Paris
PRINTED NAME
May 17, 2023
MY COMMISSION EXPIRES

MARCY NIGRO PARIS
Notary Public, State of New York
NYS Reg. # 01N16025091
Qualified in Ulster County
Commission Expires May 17, 2023

COMPANY NAME: The Revenue Markets, Inc. dba: TRMI Systems Integration
ADDRESS, CITY, STATE & ZIP CODE: 5120 US Highway 209, Accord, NY 12404
PHONE: 845.626.8655 FAX NUMBER: 845.626.2492
CONTACT NAME AND TITLE: Henry Kroll, Chief Executive Officer
WEB ADDRESS: www.trmi.com EMAIL: Hkroll@trmi.com
FEDERAL TAX ID NUMBER: 14-1560054 TEXAS SALES TAX NUMBER: _____

MAINTENANCE AGREEMENT

1. Parties

The Revenue Markets, Inc (TRMI) dba: TRMI Systems Integration 5120 US Highway 209 Accord, NY 12404 Attention: Henry Kroll T: (845) 626-8655 F: (845) 626-2492 E-Mail: hkroll@trmi.com	CUSTOMER City of El Paso International Bridges 1001 S. Stanton Street El Paso, TX 79901 Attention: Eddie Romero T: (915) 533-7428 F: (915) 533-0895 E-Mail: romeroex@elpasotexas.gov
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This Maintenance Agreement (“maintenance agreement”) is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities to any other parties.

2. Term and Termination

- 2.1 Term: This maintenance agreement will be provided for a three (3) year term. This agreement will provide coverage starting on October 1, 2021 and ending on September 30, 2024. This agreement removes TRMI’s right to remove equipment from service. Should the Customer fail to renew its maintenance coverage or pay the applicable fees, TRMI reserves the right to withhold all support. If Customer resumes maintenance coverage after one or more annual periods without such coverage, Customer will pay an amount equivalent to one hundred ten percent (110%) of all maintenance fees attributable to the period(s) without coverage, as such fees are calculated based upon pricing in effect at the time of resumption of maintenance coverage.

- 2.2 Termination: This Agreement may be terminated with 30 days written notice. However; Customer may terminate if TRMI materially breaches this maintenance agreement and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this maintenance agreement all rights granted to Customer are cancelled.

In the event, the Customer terminates for convenience; TRMI shall be paid 25% of remaining balance of contract.

TRMI has the right to terminate the agreement at any time if the Customer should default in payment for more than 45 days.

3. Scope of Maintenance

- 3.1 Maintenance Coverage: This maintenance agreement will include all revenue collection equipment and software applications as supplied by TRMI for the collection of toll revenue at the Customers locations.

- 3.2 Maintenance Services

- 3.2.1 Procedure: All maintenance issues are to be emailed to support@trmi.com with a detailed description of the issue and/or maintenance problem. This will allow TRMI to assign an IT#, capture all the pertinent information and provide for better efficiency in resolving the issue. Be sure to include a contact person, phone number in every email and

reference the IT# when assigned. Failure to submit maintenance issues via support@trmi.com will be considered a non-issue and will not be addressed.

- 3.2.2 Support is available Monday through Friday, excluding TRMI's observed holidays, from 8:00 a.m. until 4:30 p.m. EST, with 1-hour response time. Support will be (2) hours per week / (8) hours per month. Support includes phone, texts messages & emails. Telephone expenses incurred by the Customer will be the responsibility of the Customer. If support extends beyond four hours for a particular problem, TRMI management will be notified, and the situation will be evaluated between the Customer and TRMI with formal communication given to Customer on action to be taken for successful resolution.
- 3.2.3 Remote Support: When required to properly resolve a maintenance request, TRMI will provide remote assistance using mutually acceptable remote communications method.
- 3.2.4 On-site Support: If Customer does not wish for TRMI to resolve its maintenance requests remotely, TRMI will provide on-site assistance to Customer at TRMI's rate of \$179.00 per hour. The annual increase of this maintenance agreement, three percent (3%), will be added to the hourly rate each year. Any increase in hourly rate beyond 3% per year, if required, will be negotiated between the Customer and TRMI. In addition to these charges, Customer will compensate TRMI for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue. Expenses will be reasonably and mutually agreed upon between the Customer and TRMI in advance.
- 3.2.5 Software Updates: At no additional cost to Customer beyond the maintenance fees TRMI will provide revisions (fixes and patches) to maintained software products to Customer as such updates are generally released by TRMI.
- 3.2.6 Software Upgrades: Are not covered under this maintenance agreement and will be quoted and invoiced to the Customer under separate purchase orders or contracts.
- 3.2.7 Replacement Parts and Equipment: Will be made available from TRMI to the Customer through purchase orders and will be invoiced.
- 3.2.7.1 Defective Equipment: Returned to TRMI will be repaired and returned to the Customer under the following guidelines:
- In-house repair rate shall be \$106.00 per hour plus parts, with a one-hour minimum labor charge.
 - All shipping expenses shall be the responsibility of the Customer.

3.3 Maintenance Limitations

- 3.3.1 Limitations Generally: The following are not covered by this maintenance agreement, but may be separately available at rates and on terms which may vary from those described herein:
- a) Services required due to software corrections, customizations, or modifications not developed or authorized by TRMI;
 - b) Services required by Customer to be performed by TRMI outside of TRMI's usual working hours;
 - c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by TRMI;

- d) Services required to resolve or work-around conditions which cannot reasonably be reproduced in TRMI's support environment;
- e) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the TRMI maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;
- f) Services requested by Customer to implement software upgrades provided by TRMI pursuant to this maintenance agreement; and new or additional applications, modules, or functionality released by TRMI during the term of this maintenance agreement;
- g) Services required by TRMI for the repair of any components damaged due to vandalism, obvious misuse, traffic accidents, violent storms or other damage not due to the normal use of the equipment. In the occurrence of chargeable damages, materials plus equipment removal, repair and installation labor, will be charged;
- h) Equipment considered consumables. Initial consumable parts and equipment will remain the property of the Customer. Consumable items are parts or equipment that have a relatively short life span, are depleted on a regular basis, or are subject to a considerable amount of wear during regular usage. Examples of consumable items are printer paper (plaza and receipt), magnetic card readers, treadles, light bulbs, and coin baskets for automatic coin machines. These items will be the responsibility of the Customer. Additional consumable items, as needed, may be purchased by the Customer under the terms of this maintenance contract or through another vender.

3.3.2 Legacy Releases: TRMI will provide maintenance support for the release of each of its maintained software applications and software releases while there is a maintenance agreement in place. All releases are deemed to be "Legacy Releases". (Systems become "Legacy" after 6+ years & cost to maintain system increases.) TRMI will respond to maintenance requests concerning Legacy Releases only using currently available information. Services requiring additional research, engineering-level support, or coding or programming by TRMI will not be provided pursuant to this maintenance agreement but may be separately available at rates and on terms which may vary from those described herein.

3.4 Warranty: TRMI warrants all application software produced by TRMI for the term of this agreement. Any warranties for off the shelf (second party) software used during the term of this agreement will be as specified by the manufacturer. TRMI has no control over second-party software; therefore, fixes and patches will be implemented as they become available to TRMI. TRMI warrants all hardware components installed by TRMI against manufacturing defects in materials and workmanship for a period of one (1) year from date of shipment from TRMI's factory.

3.5 Compensation

3.5.1 Maintenance Fees: In exchange for the Maintenance Services described hereinabove, Customer will pay to TRMI the amounts indicated in the contract.

3.5.1.1 Oracle Support: In support of El Paso's system, an annual Oracle Support fee of \$3,850.00 will be invoiced separately. This support fee will provide El Paso with Oracle support for the current Oracle license.

3.5.2 Payment Terms: Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be responsible for payment of all federal, state or provincial, and local taxes and duties, except those based on TRMI's income. If Customer is exempt from certain taxes, Customer must provide TRMI with an appropriate certificate to receive exemption. Customer will be invoiced for all amounts as they become due. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. Any payment not paid to TRMI within said period is subject to a late payment fee equal to five percent (5%) of the amount past due and will accrue interest in an amount equal to one-and-a-half percent (1.5%) per month, compounded monthly, on the outstanding balance from the billing date. Late payment fees will be invoiced at the discretion of TRMI. TRMI may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Other Terms and Conditions – Maintenance

4.1 Customer Obligations: As required, Customer will provide TRMI with appropriate access to Customer's facilities, data systems, and other resources. If Security restrictions impair such access, Customer acknowledges that some maintenance services hereunder may not be provided to Customer. It is Customer's sole responsibility to maintain current backup copies of its data and of its implementation of TRMI's software products. If Customer's failure to create proper backups substantially increases the difficulties of any remedial actions by TRMI hereunder, TRMI reserves the right to charge Customer for any extra work reasonably attributable to such increased difficulty, as calculated at TRMI's then-current time-and-materials rates.

4.2 Proprietary Rights: The remedial methods, software updates, and product information provided to Customer pursuant to this maintenance agreement are protected under the laws of the United States and the individual states and by international treaty provisions. TRMI retains full ownership in such items and grants to Customer a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this maintenance agreement and other agreements between TRMI and Customer.

4.3 Limitation of Liability: TRMI provides no warranty for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this maintenance agreement; TRMI bears no liability for and has no obligation to remedy such effects. Except as set forth herein, TRMI provides all Maintenance Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will TRMI's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to TRMI by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if TRMI or its agents have been advised of the possibility of such damages.

4.4 Force Majeure: If either party is delayed in its performance of any obligation under this maintenance agreement due to causes or effects beyond its control, that party will give timely

notice to the other party and will act in good faith to resume performance as soon as practicable.

- 4.5 Dispute Resolution: This maintenance agreement is governed by the laws of the State of New York venue of any action in New York. The prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this maintenance agreement will not prevent that party from thereafter objecting to that breach or any other breach of this maintenance agreement.
- 4.6 Assignment: TRMI may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. TRMI may subcontract with qualified third parties to provide portions of the Maintenance Services described hereinabove.
- 4.7 Survival: The following provisions will survive the termination or expiration of this maintenance agreement: Section 2.1, as to Customer's obligation to pay any fees associated with a lapse in maintenance coverage upon resumption of such coverage; Section 3.3, as to limitation of remedy; Section 3.4 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5 and all subsections thereof with the exceptions of Subsections 5.1 and 5.4.
- 4.8 Alternate Terms Disclaimed: The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 4.9 Severability and Amendment: If any particular provision of this maintenance agreement is determined to be invalid or unenforceable, that determination will not affect the other provisions of this maintenance agreement, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this maintenance agreement will be effective unless it is described in writing and signed by the Parties.

5 Intellectual Property License

- 5.1 License: The software products ("Software") are protected under the laws of the United States and the individual states and by international treaty provisions. TRMI does not grant ownership of the software to the Customer. The license to use the Software is subject to the following terms and conditions:
- 5.1.1 The Software is provided for use only by Customer employees.
- 5.1.2 The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software.
- 5.1.3 Customer may make backup copies of the Software only to protect against destruction of the Software. Customer may copy TRMI's documentation only for internal use by Customer's employees.

- 5.1.4 Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by TRMI.
- 5.1.5 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 5.1.6 Customer is liable to TRMI for any losses incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control to the extent that such losses are attributable to Customer's failure to establish and observe reasonable and appropriate physical, electronic, and operational security measures.
- 5.1.7 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this maintenance agreement.
- 5.1.8 Customer is entitled to receive the licensed program source code and object code and is licensed to use any data code produced through implementation and/or normal operation of the Software.
- 5.1.9 All rights not expressly granted to Customer are retained by TRMI.

5.2 License Warranties

- 5.2.1 TRMI warrants that it has full power and authority to grant this license and that, as of the effective date of this maintenance agreement, the Software does not infringe on any existing intellectual property rights of any third party. If a third-party claim that the Software does infringe, TRMI may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. TRMI will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.
- 5.2.2 TRMI has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by TRMI. TRMI provides no warranty whatsoever for any third-party hardware or software products.

5.3 Compensation: In exchange for the Software described hereinabove, Customer will pay to TRMI the amounts indicated in the contract.

6 Confidentiality

6.1 Definitions: "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either TRMI or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily

comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as “Confidential” or “Proprietary” will be deemed and treated as Confidential Information. Information which qualifies as “Confidential Information” may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not “Confidential Information” within the meaning of this Section:

- a) Information which is in Recipient’s possession prior to disclosure by Disclosing Party;
- b) Information which is available to Recipient from a third party without violation of this maintenance agreement or Disclosing Party’s intellectual property rights;
- c) Information disclosed pursuant to Subsection 7.4 below;
- d) Information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;
- e) Information which is subpoenaed by governmental or judicial authority; and
- f) Information subject to disclosure pursuant to a state’s public records laws.

6.2 Confidentiality Term: The obligations described in this Section commence on the Effective Date and will continue for one (1) year following any termination or expiration of this maintenance agreement (“Confidentiality Term”).

6.3 Confidentiality Obligations: During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party’s advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

- “Notwithstanding provision in this Agreement, TRMI acknowledges that City is a governmental entity subject to the Public Information Act, Chapter 552, Texas Government Code (the "Act"). City will maintain the confidentiality of the proposed confidential and proprietary information to the extent permitted by law and agrees that, as required by the Act, it will notify TRMI if a request relating to such proprietary information is received. TRMI represents that it understands that the Act excepts from disclosure trade secrets and confidential commercial information and that it will need to assert its own proprietary interest as a basis for nondisclosure.”

6.4 Publicity: During the term of this maintenance agreement, including the term of any amendment hereto, TRMI may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer’s identity and the TRMI product(s) and services provided or contracted to be provided to Customer but may not expressly or impliedly indicate Customer’s endorsement of TRMI’s products or services without Customer’s prior written authorization.

7 Other Terms and Conditions – Intellectual Property License

- 7.1 Indemnification [Rev. 04-15-99] [Rev. 01-04-04]: Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.
- 7.2 Dispute Resolution: This maintenance agreement is governed by the laws of the State of Texas, with venue of any action be in El Paso County, El Paso, Texas. The prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this maintenance agreement will not prevent that party from thereafter objecting to that breach or any other breach of this maintenance agreement.
- 7.3 Assignment: With the approval of the City, TRMI may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.
- 7.4 Survival: The following provisions will survive the termination or expiration of this maintenance agreement: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5, and all subsections thereof.
- 7.5 Alternate Terms Disclaimed: The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

8 Price and Contract Duration

The total price of maintenance agreement for:

1. Year One: 2021-22 is \$23,370.96, invoiced monthly at \$1,947.58.
2. Year Two: 2022-23 is \$24,072.12, invoiced monthly at \$2,006.01.
3. Year Three: 2023-24 is \$24,794.28, invoiced monthly at \$2,066.19.

The annual rates for repairs, support, site visits and travel will maintain the same rate throughout the (3) year contract so long as the contract remains in effect.

- TRMI will provide eight (8) hours of support per month. Total man-hours exceeding eight (8) hours per month will be invoiced to the Customer at a rate of \$151.00 per hour.
- *After hours and weekend support is not included in this maintenance contract. However, if/when available, support during this time, (which includes phone, email, and onsite support) will be billed at a rate of \$255.00 per hour. A minimum of (3) hours plus parts, if applicable, will be invoiced.*
**This statement does not imply 24/7 coverage is available.*

TRMI will provide on-site preventive maintenance approved through purchase orders under the following guidelines:

- Site visits will be scheduled Monday through Friday, between the hours of 8:00 a.m. EST and 4:30 p.m. EST, excluding holidays.
- Site visits will be invoiced at a rate of \$179.00 an hour, per person for travel & onsite maintenance, plus expenses.

The first monthly maintenance payment of \$1,947.58 and the Yearly Oracle Support fee of \$3,850.00 will be invoiced on October 1, 2021.

9 Hardware Purchase Option

TRMI will provide *non-binding cost estimates* for budgetary purposes for the following hardware to be purchased throughout the three (3) year term of this maintenance contract. The following is the example of items requested and used at the El Paso International Bridges, along with unit cost, extensions and minimum quantities required to order. The prices include standard ground shipping.

Quantity	Description	Unit Price	Total
2,000	Neology Tags (minimum order 2,000)	\$7.00	\$14,000.00
5,000	<i>Example Tag Quantities:</i>	\$6.00	\$30,000.00
10,000		\$3.10	\$31,000.00
6	TollPro Gates, RC01002	\$6,077.00	\$36,462.00
2	3M 6204 4-Port Reader	\$19,385.00	\$38,770.00
3	Daktronics Control Boards:	\$6,287.00	\$18,861.00
	(3) Comm Box, Copper Ethernet		
	(3) Switch Interface, 32 input		
	(3) L30:AF-3550-16x16-20-1r1g1 service B-NSPX336A-6.2-P-B1		
	(3) Power Supply		
	(3) M3 CNTRLR III, 3500, 8CONN, J1087, TB, Coated		

Signature Page:

The Revenue Markets, Inc. (TRMI)



Henry Kröll
Chief Executive Officer

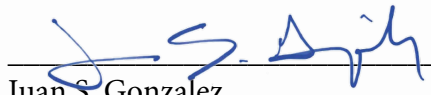
Date

City of El Paso

Print Name/Title

Date

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Legislation Text

File #: 21-836, 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

Fire, Chief Mario D'Agostino, (915) 212-5610
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 2.3 - Increase Public Safety Operational Efficiency.

Award Summary:

Discussion and action on the request that the City Manager be authorized to sign Agreement between the City of El Paso and Teleflex, LLC the sole source provider for the Arrow EZ-IO System, with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The system will provide intraosseous access system components (Arrow EZ-IO), including drivers, needles, cases and any related accessories.

Contract Variance:

There is no contract variance.

Department:	Fire Department
Award to:	Teleflex, LLC Wayne, PA
Item(s):	All
Term:	3 Years
Annual Estimated Award:	\$ 60,000.00
Total Estimated Amount	\$180,000.00 (3 years)
Account No.:	322 - 22090 - 1000 - 531120 - P2217
Funding Source:	General Fund
District(s):	All
Reference No.:	2021-1189

This is a Sole Source, service and maintenance contract.

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Chief Mario D'Agostino, El Paso Fire Department, 915-212-5610
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase Public Safety Operational Efficiency.

SUBJECT:

Discussion and action on the request that the City Manager be authorized to sign Agreement between the City of El Paso and Teleflex, LLC the sole source provider for the Arrow EZ-IO System, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

The Arrow EZ-IO Intraosseous Vascular Access System consists of a reusable battery-powered drill, and various sizes of drill assisted intraosseous needles. The system will be replacing older manually operated IO needles, which proved to have a greater percentage of complications, and lesser first-attempt access success rates. The Arrow EZ-IO System is used when vascular access is required on a critical adult or pediatric patient, and intravenous access has proven too difficult. Once the needle is in place, it can be used for fluid resuscitation and medication administration.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

There is no contract variance.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$180,000.00 (3 Years)
Funding Source: General Fund
Account: 322-1000-22090-531120-P2217

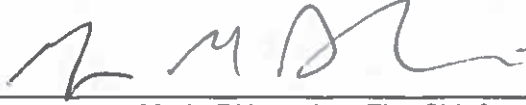
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Fire Department and Health Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Mario D'Agostino, Fire Chief

**COUNCIL PROJECT FORM
(Sole Source)**

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

Please place the following item on the **REGULAR** agenda for the Council Meeting of **August 3, 2021**.

STRATEGIC GOAL: NO. 2 – Set the Standard for a Safe and Secure City

The Linkage to the Strategic Plan is subsection 2.3 – Increase Public Safety Operational Efficiency.

Award Summary:

Discussion and action on the request that the City Manager be authorized to sign Agreement between the City of El Paso and Teleflex, LLC the sole source provider for the Arrow EZ-IO System, with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The system will provide intraosseous access system components (Arrow EZ-IO), including drivers, needles, cases and any related accessories.

Contract Variance:

There is no contract variance.

Department:	Fire Department
Award to:	Teleflex, LLC Wayne, PA
Item(s):	All
Term:	3 Years
Annual Estimated Award:	\$ 60,000.00
Total Estimated Amount	\$180,000.00 (3 years)
Account No.:	322 – 22090 – 1000 – 531120 - P2217
Funding Source:	General Fund
District(s):	All
Reference No.:	2021-1189

This is a Sole Source, service and maintenance contract.



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

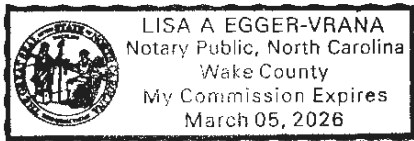
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is David K Price. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Teleflex LLC
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
Arrow EZ-IO System
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature *[Handwritten Signature]*

SUBSCRIBED AND SWORN to before me on this 22 day of March, 2021



[Handwritten Signature]
NOTARY PUBLIC
LISA A. Egger-VRANA
PRINTED NAME
MARCH 5, 2026
MY COMMISSION EXPIRES

COMPANY NAME: Teleflex LLC

ADDRESS, CITY, STATE & ZIP CODE 3015 Carrington Mill Blvd., Morrisville, NC 27560

PHONE: 866-246-6990 FAX NUMBER: 866-804-9881

CONTACT NAME AND TITLE: Madison Cloer, Senior Sales Representative

WEB ADDRESS: www.teleflex.com EMAIL: madison.cloer@teleflex.com

FEDERAL TAX ID NUMBER: 83-1629418 TEXAS SALES TAX NUMBER: 32071192242

January 6, 2021

Teleflex

3015 Carrington Mill Blvd.
Morrisville, NC 27560
USA
Phone: 866-246-6990
Fax: 866-804-9881
teleflex.com

RE: Teleflex LLC—Sole Source for the Arrow® EZ-IO® Intraosseous Vascular Access System

Dear Valued Customer:

Thank you for your interest in the Arrow® EZ-IO® System, which uses a proprietary patented needle and power driver technology. Teleflex is the sole manufacturer of these components.

Through our direct sales team, Teleflex LLC, a wholly owned subsidiary of Teleflex Incorporated, markets, sells and/or services all non-federal Arrow® EZ-IO® Device customers within the continental United States.

Please call our customer service to assist you with any questions or concerns: 1-866-246-6990.

Sincerely,



Mark J. Reis
Vice President, Sales
Anesthesia and Emergency Medicine

PRICING AGREEMENT

Product Category(ies): Powered Intraosseous Vascular Access Products

This pricing agreement (this “Agreement”) is entered into the 1st day of the calendar month following the last date of the parties’ signature below (the “Effective Date”), and is between Teleflex LLC (“Teleflex”), located at 3015 Carrington Mill Blvd. Morrisville, NC 27560, and El Paso Fire Department (“Customer”), located at 8600 Montana Avenue, El Paso, TX, 79925, for itself and, if operating a multifacility system, on behalf of each facility listed on Exhibit A attached hereto (collectively, the “Facilities”). Teleflex and Customer, intending to be legally bound, agree as follows:

1. During the term of this Agreement, Teleflex will make available to Customer the products set forth in Exhibit B attached hereto (the “Products”) for purchase at the corresponding prices set forth therein (the “Pricing”), on condition that Customer agrees to all of the following requirements (collectively the Compliance Commitment”):
 - (i) Teleflex will be the sole source provider of the Customer’ aggregate annual expenditures for intraosseous needles and power driver emergency vascular access products (collectively the “Powered Intraosseous Vascular Access Products”) to be used by the Customer and each of its Facilities during each contract year of the Agreement; and
 - (ii) Customer agree to participate in, as determined by a Teleflex needs assessment, clinical train the trainer educational sessions, to support clinical adoption and reinforce the safe and effective use of the Products every six (6) months throughout the Term; and
 - (iii) Customer agrees to business reviews every six (6) months throughout the Term to review and ensure overall compliance to the Compliance Commitment.

For the foregoing breach of the Compliance Commitment, Teleflex may terminate this Agreement for cause, by providing Customer ten (10) days written notice.

2. If operating a multifacility system, Customer hereby represents and warrants, on an ongoing basis throughout the term of this Agreement, that (a) each Facility is owned, leased or managed by Customer, and (b) Customer is authorized to make and coordinate the purchasing decisions for each Facility. If, at any time during the term of this Agreement, the foregoing representation and warranty ceases to be accurate with respect to any Facility, Customer shall immediately notify Teleflex in writing thereof and, effective from the date of such notice, such Facility will be deemed removed from Exhibit A.
3. The term of this Agreement will commence on the Effective Date and, unless earlier terminated as set forth herein, continue in effect for three (3) years thereafter with an option to extend for one (1) additional two (2) year period. Either party may terminate this Agreement at any time without cause by giving one hundred twenty (120) days' prior written notice to the other party. Notice of termination shall not act to terminate any other agreement entered into between the parties for products contemplated by this Agreement. Notice of termination furthermore does not give the Customer the right to cancel open orders for Products placed before the effective date of the termination. This Agreement will immediately, and without further action by either party, terminate upon the effective date of any agreement between Teleflex and Customer’s primary group purchasing organization for the purchase of the Products.
4. Except as otherwise expressly stated herein, terms and conditions of purchase for the Products are per Teleflex’s standard terms and conditions in effect at the time of purchase, which are incorporated herein by reference and available at: <https://www.teleflex.com/usa/en/legal/terms-and-conditions-of-sale/index.html>. The parties agree to treat confidentially the terms and conditions of this Agreement except to the extent required to be disclosed to their respective accounting or legal advisors, or by judicial or administrative process or otherwise by applicable law or regulations. Customer shall not transfer or assign this Agreement or any rights or obligations hereunder without Teleflex’s prior written consent. This Agreement may not be amended or modified, except by a written agreement signed by each party. No provision of this Agreement may be waived unless such waiver is in writing and signed by the party entitled to the benefits of such waived provision. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes, all prior and contemporaneous understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be

signed (including by facsimile or email in “.pdf” form) in multiple counterparts, each of which when signed constitutes an original and all of which, collectively, constitute one and the same agreement.

Teleflex and Customer have caused their duly authorized representatives to sign this Agreement as of the Effective Date.

 _____	David K Price _____	Sr Director, Commercial Operations _____	06/03/2021 _____
Teleflex Signature	Printed Name	Title	Date

_____	_____	_____	_____
Customer Signature	Printed Name	Title	Date

**EXHIBIT A
FACILITIES**

- Customer has no additional Facilities.
- Customer has additional Facilities. (Complete the table below for each Facility.)

Customer	Address	City	State	Zip
El Paso Fire Department	8600 Montana Avenue	El Paso	TX	79925

**EXHIBIT B
PRODUCTS AND PRICING**

Item	Description	Pricing
9018-VC-005	EZ-IO 15 MM NEEDLE (box of 5)	\$550.00
9001-VC-005	EZ-IO 25 MM NEEDLE (box of 5)	\$550.00
9079-VC-005	EZ-IO 45 MM NEEDLE (box of 5)	\$550.00
9066-VC-005	EZ-IO STABILIZERS (box of 5)	\$50.00
9018P-VC-005	EZ-IO PLUS PACKS 15 MM NEEDLE + STABILIZER KIT (box of 5)	\$665.00
9001P-VC-005	EZ-IO PLUS PACKS 25 MM NEEDLE + STABILIZER KIT (box of 5)	\$665.00
9079P-VC-005	EZ-IO PLUS PACKS 45 MM NEEDLE + STABILIZER KIT (box of 5)	\$665.00
9058	EZ-IO POWER DRIVER	\$75.00
9065	EZ-IO (Vascular Access Pack) YELLOW CARRYING CASE	\$39.95
9074	EZ-OIO PWR DRIVER HARDSIDED CASE (black case)	\$18.95
9072	EZ-IO POWER DRIVER CRADLE (trigger guard)	\$10.40
9070	EZ-IO WALL MOUNT STORAGE CABINET	\$150.00
9018-VC-001	EZ-IO 15 MM NEEDLE (single needle)	\$185.00
9001-VC-001	EZ-IO 25 MM NEEDLE (single needle)	\$185.00
9079-VC-001	EZ-IO 45 MM NEEDLE (single needle)	\$185.00
9021	EZ-IO 15MM TRAINING NEEDLE (EA)	\$35.00
9017	EZ-IO 25MM TRAINING NEEDLE (EA)	\$35.00
9078	EZ-IO 45MM TRAINING NEEDLE (EA)	\$40.00
9034TK	EZ-IO TRAINING KIT	\$412.00
9059	EZ-IO TRAINING POWER DRIVER	\$143.00
9066-VC-005	EZ-STABILIZER(BOX OF 5)	\$50.00
1522-1202	IO Training Block (120x85x37) with skin	\$33.00
1522-1201	IO Training Block (120x85x63) with skin	\$33.00
1522-1200	IO Training Block (170x120x63) with skin	\$70.00
1051-16	HUMERUS TRAINING BONE W/O SKIN (EA)	\$26.00
1051-16-1	HUMERUS TRAINING BONE W/SKIN (EA)	\$33.00
1052	PED. HUMERUS TRAINING BONE W/O SKIN (EA)	\$20.00
1052-1	PED. HUMERUS TRAINING BONE W/SKIN (EA)	\$36.00
1117-5-1	CHILD TIBIA TRAINING BONE (EA)	\$35.00
1125-29-1	ADULT PROXIMAL TIBIA TRAINING BONE (EA)	\$37.00
1126-110	DISTAL TIBIA/ANKLE TRAINING BONE (EA)	\$34.00
1167-2	INFANT TIBIA/FIBULA TRAINING BONE (EA)	\$25.00
1522-440	TRAINING BONE BLOCK, HARD (4.5X3.25X1.5)	\$24.00



Legislation Text

File #: 21-837, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Police, Chief Gregory K. Allen, (915) 212-4302
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 2.3: Increase public safety operational efficiency.

Award Summary:

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a purchase order to Crime Gun Intelligence Technologies, LLC, the sole source for FireFLY -LE2 Sensors, for a one-time purchase totaling \$62,999.98. The award of the contract for the gunshot detection system is an asset to the El Paso Police Department as it provides real time information, which will assist the department in better addressing crime.

Contract Variance:

No contract variance.

Department:	Police Department
Award to:	Crime Gun Intelligence Technologies, LLC Tupelo, MS
Total Estimated Award:	\$ 62,999.98
Account No.:	321-2680-21210-580070-P2104-GT2121SNP 321-1000-21110-522150
Funding Source:	Safe Neighborhoods Program General Funds
Districts:	All
Reference No.:	2021-1284

This is a sole source, one-time purchase contract.

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Chief Gregory K. Allen, El Paso Police Department (915) 212-4300
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase public safety operational efficiency.

SUBJECT:

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a purchase order to Crime Gun Intelligence Technologies, LLC, the sole source for FireFLY-LE2 Sensors, for a one-time purchase totaling \$62,999.98. The award of the contract for the gunshot detection system is an asset to the El Paso Police Department as it provides real time information, which will assist the department in better addressing crime.

BACKGROUND / DISCUSSION:

The El Paso Police Department, in recent years, has taken great steps in addressing gun crime by forming the department's first National Integrated Ballistic Information Network (NIBIN) program. However, the department is still lacking technological resources that would aid law enforcement in properly addressing gun crime within the city and is seeking to utilize evidence and intelligence-based practices through the deployment of technological innovations, in order to identify and arrest active criminals who are using firearms while carrying out aggravated offenses. The Police Department requires a system that provides a live feed of active "gun shots". Utilizing a gun detection system will provide an instantaneous notification to police officers.

SELECTION SUMMARY:

NA

CONTRACT VARIANCE:

No contract variance

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$62,999.98

Funding Source: Safe Neighborhoods Program
General Funds

Account: 321-2680-21210-580070-P2104-GT2121SNP
321-1000-21110-522150


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ___ NO

PRIMARY DEPARTMENT: Police Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:


A.C.V. Zucur #1515 for Chief Allen 7-22-2021
Chief Gregory K. Allen – El Paso Police Department, (915) 212-4300

Revised 04/09/2021 – Previous Versions Obsolete

**COUNCIL PROJECT FORM
(SOLE SOURCE)**

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

Please place the following item on the **REGULAR** agenda for the Council Meeting of **August 3, 2021**.

STRATEGIC GOAL NO. 2: Set the Standard for a Safe and Secure City

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

Award Summary:

Discussion and action on the request that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a purchase order to Crime Gun Intelligence Technologies, LLC, the sole source for FireFLY-LE2 Sensors, for a one-time purchase totaling \$62,999.98. The award of the contract for the gunshot detection system is an asset to the El Paso Police Department as it provides real time information, which will assist the department in better addressing crime.

Contract Variance:

No contract variance.

Department:	Police Department
Award to:	Crime Gun Intelligence Technologies, LLC Tupelo, MS
Total Estimated Award:	\$ 62,999.98
Account No.:	321-2680-21210-580070-P2104-GT2121SNP 321-1000-21110-522150
Funding Source:	Safe Neighborhoods Program General Funds
Districts:	All
Reference No.:	2021-1284

This is a sole source, one-time purchase contract.

*******ADDITIONAL INFO BELOW*******



7/21/2021

To: Jennifer McCloud
Procurement Analyst
City of El Paso, Purchasing & Strategic Sourcing Department

RE: Proposal Number 20210517.0001

FireFly LE2 Sensors are developed by Invariant Corporation and Hyperion Technology Group, Inc. Crime Gun Intelligence Technologies, LLC is a sole source distributor for FireFly Sensors to law enforcement.

Sincerely,

A handwritten signature in blue ink that reads "David R. Anderson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

David R Anderson
President



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Timothy Kelly. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Crime Gun Intelligence Tech
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
FireFly LE 2 Sensors
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature

SUBSCRIBED AND SWORN to before me on this

25th day of

May 2021

Michael Bolin

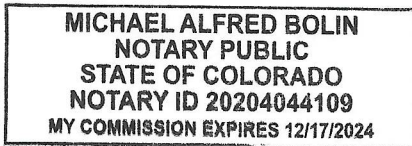
NOTARY PUBLIC

MICHAEL Bolin

PRINTED NAME

12-17-2024

MY COMMISSION EXPIRES



COMPANY NAME: Crime Gun Intelligence Technologies "CGIT"
 ADDRESS, CITY, STATE & ZIP CODE: 545 Commerce Street, Tupelo, MS 38804
 PHONE: (662) 641-2066 FAX NUMBER: _____
 CONTACT NAME AND TITLE: Tim Kelly - President
 WEB ADDRESS: www.CrimeGunTech.com EMAIL: TKelly@CrimeGunTech.com
 FEDERAL TAX ID NUMBER: 83-3323720 TEXAS SALES TAX NUMBER: _____



Crime Gun Intelligence Technologies ("CGIT")
545 Commerce Street
Tupelo, Mississippi 38804

The City of El Paso
Purchasing & Strategic Source Department
300 North Campbell
El Paso, Texas 79901

Ms. McCloud,

This letter services as a means to confirm that Crime Gun Intelligence Technologies ("CGIT") is the sole source distributor for the CGIT/FireFLY LE2 gunshot detection/geolocation sensors.

The developers of the FireFLY threat detection technology, Invariant Corporation from Huntsville, Alabama and Hyperion Technology Group from Tupelo, Mississippi established Crime Gun Intelligence Technologies ("CGIT") as the sole source entity that would provide CGIT/FireFLY LE2 sensors to police departments and other law enforcement agencies in an effort to support the Department of Justice (DOJ) Crime Gun Intelligence (CGI) initiative.

If you have any questions regarding this matter, please do not hesitate to call me at (662) 641-2066.

Sincerely,

Tim Kelly
President and co-founder
Crime Gun Intelligence Technologies (CGIT)



Legislation Text

File #: 21-838, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Police, Gregory Allen, (915) 212-4302

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

Award Summary:

Discussion and action on the request that the City Manager be authorized to sign Service Agreements between the City of El Paso and Vigilant Solutions, LLC. the sole source provider of License Plate Recognition (LPR) data totaling an estimated amount of \$169,545.00 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The award of this contract will allow the Police Department to continue to have access to license plates data.

Contract Variance:

N/A

Department:	Police
Award to:	Vigilant Solutions, LLC Livermore, CA
Initial Term:	3 years
Total Estimated Award:	\$169,545.00 (3 years)
Account No.:	321-21190-522150-1000 321-21230-522250-2710-P2104-GT2120FUS FUSION 321-21210-522150-2680-P2104-GS2121MVC MVCPA
Funding Source:	General Funds, Fusion Fund and Auto theft Grant
Districts(s):	All
Sole Source No.:	2021-0918

This is a sole source, service contract.

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Gregory K. Allen, Chief of Police, El Paso Police Department, (915) 212-4300
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 2 - Set the Standard for a Safe and Secure City

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

SUBJECT:

Discussion and action on the request that the City Manager be authorized to sign Service Agreements between the City of El Paso and Vigilant Solutions, LLC. the sole source provider of License Plate Recognition (LPR) data totaling an estimated amount of \$169,545.00 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The award of this contract will allow the Police Department to continue to have access to license plates data.

BACKGROUND / DISCUSSION:

This contract will provide the **El Paso Police Department** access to data gathered nationwide from commercial applications such as access control, tolling, asset recovery and more. The License Plate Recognition (LPR) provider offers over 6 billion nationwide detections, with over 150 million more added monthly. This subscription is critical to the mission of the **El Paso Police Department**.

SELECTION SUMMARY:

This is a sole source procurement.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$169,545.00

Funding Source: 321-21190-522150-1000- General Funds
321-21230-522250-2710-P2104-GT2120FUS FUSION
321-21210-522150-2680-P2104-GS2121MVC MVCPA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Police
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

A/C [Signature] for Chief Allen 7/23/2021

Chief Gregory Allen, El Paso Police Department

**COUNCIL PROJECT FORM
(Sole Source)**

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

Please place the following item on the **REGULAR** agenda for the Council Meeting of **August 3, 2021**.

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

The linkage to the Strategic Plan is subsection: 2.1 – Maintain standing as one of the nation’s top safest cities

Award Summary:

Discussion and action on the request that the City Manager be authorized to sign Service Agreements between the City of El Paso and Vigilant Solutions, LLC. the sole source provider of License Plate Recognition (LPR) data totaling an estimated amount of \$169,545.00 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The award of this contract will allow the Police Department to continue to have access to license plates data.

Contract Variance:

N/A

Department:	Police
Award to:	Vigilant Solutions, LLC Livermore, CA
Initial Term:	3 years
Total Estimated Award:	\$169,545.00 (3 years)
Account No.:	321-21190-522150-1000 321-21230-522250-2710-P2104-GT2120FUS FUSION 321-21210-522150-2680-P2104-GS2121MVC MVCPA
Funding Source:	General Funds, Fusion Fund and Auto theft Grant
Districts(s):	All
Sole Source No.:	2021-0918

This is a sole source, Service Contract.

*******ADDITIONAL INFO BELOW*******



1152 Stealth Street
Livermore, CA 94551

925.398.2079

July 8, 2021

City of El Paso
300 N. Campbell St.
El Paso, TX 79901

To whom it may concern:

I am very happy that you are considering Vigilant Solutions as your provider, and I am pleased to present you with the following elements which should support a sole source justification for Vigilant Solutions' LEARN software-as-a-service offering consisting of the LEARN analytic software and LPR data gathered by Vigilant Solutions (Commercial Data).

- Vigilant Solutions owns and manages the single largest license plate recognition (LPR) data sharing initiative, known as the LEARN. LEARN consists of over 10.5 billion LPR scans, and is growing at a rate of over 175 million monthly scans. This data consists largely of Commercial Data harvested by Vigilant and made available for law enforcement consumption. This extensive LPR data set provides intangible value from an investigative perspective inside of the LEARN suite of applications.
- LEARN offers an exclusive application known as the Mapping Alert Service (MAS). MAS enables the Agency to leverage the data sharing initiative of LEARN to match ALL available LPR data against Agency hotlists and provide "hits" on a map interface with agency-customizable icons. This can be used both to locate vehicles of interest, and also to visualize criminal "hot-spots" for predictive policing efforts.
- LEARN offers an exclusive application known as Stakeout that allows for a user to enter an address to see all "visits" to this location. Users may select visits and virtually "stakeout" a location, seeing all LPR scans collected by a driver on a given "visit".
- LEARN offers an exclusive reporting option in its Stakeout application allowing for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates, for the location of "common plates" that are seen in more than one of the locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.
- LEARN offers an exclusive query utility known as Associate Analysis. A query on a known plate can be sent for Associate Analysis to identify other vehicles commonly seen in close proximity to the suspect vehicle. This is very useful in identifying possible associates of a known suspect, or perhaps establishing a pattern of surveillance between a perpetrator and a victim.
- LEARN offers an unmatched query capability that includes the ability of a user to define a search geo-zone through simple drawing tools on a map interface. Available drawing tools include rectangles, circles, and custom polygons.

Vigilant Solutions offers an exclusive smartphone application known as the Mobile Companion. Available for both iPhone and Android devices, the Mobile Companion allows for an agency user to capture license plate images for checking against agency hotlists, contribute plate reads to NVLS, receive alerts on matches against agency hotlist, and also perform queries against all available LPR data (agency generated and Commercial Data). This is ideal for special events, bike rallies, and officers on foot patrol.

The above qualifications demonstrate why Vigilant Solutions' LEARN software-as-a-service is uniquely qualified to meet the needs of your agency. We look forward to serving you.

Best Regards,

Lindsay Plummer

Lindsay Plummer
Renewals Manager
(248) 878-1053



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Elizabeth Heintzman. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Vigilant Solutions / Motorola
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Solutions LPR
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

[Signature]
Signature

SUBSCRIBED AND SWORN to before me on this 8th day of July, 2021



[Signature]
NOTARY PUBLIC
Robert Milne
PRINTED NAME
11/15/23
MY COMMISSION EXPIRES

COMPANY NAME: Vigilant Solutions
 ADDRESS, CITY, STATE & ZIP CODE: 1152 Stealth Street Livermore, CA 94551
 PHONE: 925-398-2079 FAX NUMBER: _____
 CONTACT NAME AND TITLE: Elizabeth Heintzman
 WEB ADDRESS: Motorolasolutions.com EMAIL: Elizabeth.Heintzman@motorolasolutions.com
 FEDERAL TAX ID NUMBER: 36-1115800 TEXAS SALES TAX NUMBER: _____



Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the “Agreement”) is made and entered into as of this _____ Day of _____, 20__ by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 (“Vigilant”) and _____, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at _____ (“Affiliate”).

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Vigilant stores and disseminates to law enforcement agencies publicly and commercially gathered license plate recognition (LPR) data and booking images as a valued added component of the Vigilant law enforcement package of software; and

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant, and Affiliates desires to obtain access to Commercial Booking Images and Commercial LPR Data;

WHEREAS, the parties acknowledge that Affiliate is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Affiliate is entering into this Agreement as a governmental entity performing a governmental function; and

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

The Agreement supersedes any prior agreement between the parties with regard to the subject matter of this Agreement. Any prior agreement(s) between the parties relating to the subject matter of this Agreement are hereby terminated.

I. Definitions:

“**Booking Images**” refers to both LEA Booking Images and Commercial Booking Images.

“**CJIS Security Policy**” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

“**CLK**” or “**Camera License Key**” means an electronic key that will permit each license of Vigilant’s CarDetector brand LPR software or FaceAlert brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant

or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

“Commercial Booking Images” refers to images collected by commercial sources and available on LEARN with a paid subscription.

“Commercial LPR Data” refers to LPR data collected by private sources and available on LEARN with a paid subscription.

“Confidential Information” Refers to any and all (i) rights of Vigilant associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works, trademark and trade name rights and similar rights, trade secrets rights, patents, designs, algorithms and other industrial property rights, other intellectual and industrial property and proprietary rights of every kind and nature, whether arising by operation of law, by contract or license, or otherwise; and all registrations, applications, renewals, extensions, combinations, divisions or reissues of the foregoing; (ii) product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, and past, current and planned research and development; (iii) current and planned manufacturing and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, and business plans; (iv) computer software and programs (including object code and source code), database technologies, systems, structures, architectures, processes, improvements, devices, discoveries, concepts, methods, and information of Vigilant; (v) any other information, however documented, of Vigilant that is a trade secret within the meaning of applicable state trade secret law or under other applicable law, including but not limited to the Software Service, the Commercial LPR Data and the Booking Images; (vi) information concerning the business and affairs of Vigilant (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training techniques and materials, and purchasing methods and techniques, however documented; and (vii) notes, analysis, compilations, studies, summaries and other material prepared by or for Vigilant containing or based, in whole or in part, upon any information included in the foregoing.

“Criminal Justice Information Services Division” or “CJIS” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

“Effective Date” means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

“Enterprise License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant’s certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

“LEA” Refers to a law enforcement agency.

“LEA Booking Images” refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA’s policies.

“LEA LPR Data” refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

“License Plate Recognition (“LPR”)” Refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

“Service Fee” means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

“Service Package” means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

“Service Period” has the meaning set forth in Section III (A) of this Agreement.

“Software Products” means Vigilant’s Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, FaceAlert, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

“Technical Support Agents” means Affiliate’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate’s Software Products support contact.

“User License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

“Users” refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate a non-exclusive, non-transferable, Enterprise License to the Software Products for the Term provided in Section III below, and the right to access and use Commercial LPR Data and Commercial Booking Images. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for three (3) years beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant’s termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant’s notice of termination, which shall set forth in detail Affiliate’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate’s failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the “Warranty Period”). “Significant Defect” means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate’s exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims



all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data and or LEA Booking Images, Affiliate at its option may share its LEA LPR Data and or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data or LEA Booking Images generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Vigilant retains all title and rights to Commercial LPR Data and all Commercial Booking Images. Users shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data and LEA Booking Images generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data and LEA Booking Images generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data and LEA Booking Images generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data, Commercial Booking Images, LEA LPR Data and LEA Booking Images should be used by the Affiliate for law enforcement purposes only.

(a) **Restrictions on Use of Software Service.** Except as expressly permitted under this Agreement, Affiliate agrees that it shall not, nor will it permit a User or any other party to, without the prior written consent of Vigilant, (i) copy, duplicate or grant permission to the Software Service or any part thereof; (ii) create, attempt to create, or grant permission to the source program and/or object program associated with the Software Service; (iii) decompile, disassemble or reverse engineer any software component of the Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; or (iv) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the Software Service. Affiliate shall instruct each User to comply with the preceding restrictions.

(b) **Third Party Software and Data.** If and to the extent that Vigilant incorporates the software and/or data of any third party into the Software Service, including but not limited to the LEA LPR Data, and use of such third party software and/or data is not subject to the terms of a license agreement directly between Affiliate and the third party licensor, the license of Affiliate to such third party software and/or data shall be defined and limited by the license granted to Vigilant by such third party and the license to the Software Service granted by Vigilant under this Agreement. Affiliate specifically acknowledges that the licensors of such third party software and/or data shall retain all ownership rights thereto, and Affiliate agrees that it shall not (i) decompile, disassemble or reverse engineer such third party software or otherwise use such third party software for any reason except as expressly permitted herein; (ii) reproduce the data therein for purposes other than those specifically permitted under this Agreement; or



(iii) modify, alter or delete any of the copyright notices embedded in or affixed to such third party software. Affiliate shall instruct each User to comply with the preceding restrictions.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data and LEA Booking Images are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate's Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

LPR Data must reside within the Software Service and cannot be copied to another system, unless Affiliate purchases Vigilant's API. Booking Images must reside within the Software Service and cannot be copied to another system, unless Affiliate purchases Vigilant's API.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit B.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account



- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

Service Package - Option # 2 – ‘Intelligence-Led Policing (ILP)’ Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK’s Issued)					
Total # of CLK’s under this ESA	0-14 CLK’s	15-30 CLK’s	31-60 CLK’s	Over 60	
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00	
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00	
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00	

Intelligence-Led Policing Service Package Annual Fee Schedule			
Tier	Mobile	Fixed	
ILP Tier 1B (Option #2)	\$ 11,750.00	\$ 22,250.00	
ILP Tier 1A (Option #2)	\$ 15,250.00	\$ 25,750.00	



ILP Tier 1 (Option #2)	\$ 18,750.00	\$ 29,250.00
ILP Tier 2 (Option #2)	\$ 34,250.00	\$ 55,250.00
ILP Tier 3 (Option #2)	\$ 55,250.00	\$ 86,750.00
ILP Tier 4 (Option #2)	\$ 84,750.00	\$126,750.00
ILP Tier 5 (Options #2)	\$117,495.00	\$169,995.00
ILP Tier 6 (Option #2)	\$144,995.00	\$207,995.00
ILP Tier 7 (Option #2)	\$185,000.00	\$251,000.00
ILP Tier 8 (Option #2)	\$292,500.00	\$369,000.00

At the time of the signing of this Agreement, the Service Fees for services provided under this Agreement are as follows:

IDP Renewal	Aug 2020 - Aug 2021	\$49,995
	Aug 2021 - Aug 2022	\$51,990
	Aug 2022 - Aug 2023	\$54,060
CLK Renewal	Oct 2020 - Oct 2021	\$4,500
	Oct 2021 - Oct 2022	\$4,500
	Oct 2022 - Oct 2023	\$4,500

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant’s net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is ____ [Insert Quantity]. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period’s Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period’s Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give

Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

(a) Non-Disclosure of Confidential Information. Affiliate and each User will become privy to Confidential Information during the term of this Agreement. Affiliate acknowledges that a large part of Vigilant's competitive advantage comes from the collection and analysis of this Confidential Information and Affiliate's use, except as expressly permitted under this Agreement, and disclosure of any such Confidential Information would cause irreparable damage to Vigilant.

(b) Restrictions. As a result of the sensitive nature of the Confidential Information, Affiliate agrees, except to the extent expressly permitted under this Agreement, (i) not to use or disclose, directly or indirectly, and not to permit Users to use or disclose, directly or indirectly, any LPR location information obtained through Affiliate's access to the Software Service or any other Confidential Information; (ii) not to download, copy or reproduce any portion of the LPR Data and/or Booking Images and other Confidential Information; and (iii) not to sell, transfer, license for use or otherwise exploit the LPR Data and or Booking Images and other Confidential Information in any way. Additionally, Affiliate agrees to take all necessary precautions to protect the Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Confidential Information as Affiliate would with Affiliate's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

(c) Third Party Information. Affiliate recognizes that Vigilant has received, and in the future will continue to receive, from LEAs associated with Vigilant their confidential or proprietary information ("**Associated Third Party Confidential Information**"). By way of example, Associated Third Party Confidential Information includes LEA LPR Data and/or LEA Booking Images. Affiliate agrees, except to the extent expressly permitted by this Agreement, (i) not to use or to disclose to any person, firm, or corporation any Associated Third Party Confidential Information, (ii) not to download, copy, or reproduce any Associated Third Party Confidential Information, and (iii) not to sell, transfer, license for use or otherwise exploit any Associated Third Party Confidential Information. Additionally, Affiliate agrees to take all necessary precautions to protect the Associated Third Party Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Associated Third Party Confidential Information as Affiliate would with Affiliate's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Associated Third Party Confidential Information.

(d) Affiliate is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that Affiliate shall only be obligated to perform its duties under this Agreement in compliance with the Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Public Information Act, Affiliate shall be relieved of said duties without penalty or further liability. In the event that Affiliate receives a request, pertaining to this Agreement or information resulting from this Agreement, under the Public Information Act for Confidential Information it shall immediately notify Vigilant and confer on whether disclosure should be opposed. It is expressly agreed that Affiliate may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. Vigilant may be asked to support such requests for determination by the Attorney General. It is further agreed that Affiliate, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that Affiliate, its officers and employees shall have no liability to Vigilant for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require Affiliate or Vigilant to violate the terms of the Public Information Act

e. Indemnification

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES DUE TO ANY OF THE FOREGOING, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

C. Assignment. Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Texas without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return



receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

<p>Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551</p>	<p>Affiliate: _____ Attn: _____ Address: _____ _____</p>
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M. Authorized Representatives; Technical Support Agents. Affiliate’s Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate’s Authorized Representative is responsible for administering this Agreement and Affiliate’s Technical Support Agents are responsible for administering the Software Products and acting as Affiliate’s Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Facial Recognition Image Integration. Affiliate may elect, at its sole discretion, to have Vigilant enable the ability for the Affiliate’s existing facial recognition images to be imported into its FaceSearch gallery. This process requires some reformatting of the data for compatibility. The data remains property of the Affiliate, is maintained according to the retention policy set by the Affiliate and is shared to other agencies under the rules defined by the Affiliate. This service is at an additional cost. Vigilant uses a third-party service from The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) to deliver this service. If the Affiliate elects to use this service, it acknowledges that The Center for Law Enforcement Technology, Training, & Research, Inc. a non-profit, 501(c)(3) corporation, working under contract with Vigilant and acting on behalf of the Affiliate, will perform the described services for law enforcement information sharing purposes.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Elizabeth Heintzman

Title: MSSSI VP Sales

Date: 7/7/2021 _____

Signature: *Elizabeth Heintzman* _____

Affiliate Organization: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:			
Company / Agency Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

<p>ILP Bundle for Agencies of Up to 25 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images 	<p>ILP Bundle for Agencies of Up to 50 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
<p>ILP Bundle for Agencies of 51 to 100 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images 	<p>ILP Bundle for Agencies of 101 to 200 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Two (2) 3-Camera Mobile LPR System or Six (6) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images
<p>ILP Bundle for Agencies of 201 to 500 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Three (3) 3-Camera Mobile LPR System or Nine (9) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images 	<p>ILP Bundle for Agencies of 501 to 1,000 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Four (4) 3-Camera Mobile LPR Systems or Twelve (12) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 75,000 images
<p>ILP Bundle for Agencies of 1,000 to 1,500 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Five (5) 3-Camera Mobile LPR Systems or Fifteen (15) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 100,000 images 	<p>ILP Bundle for Agencies of 1,501 to 2,000 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Six (6) 3-Camera Mobile LPR Systems or Eighteen (18) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 200,000 images

ILP Bundle for Agencies up to 2,500 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Seven (7) 3-Camera Mobile LPR Systems or
Twenty one (24) Fixed Camera Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 250,000 images

ILP Bundle for Agencies up to 5,000 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Eight (8) 3-Camera Mobile LPR Systems or
Twenty four (24) Fixed Camera Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 500,000 images



Exhibit B: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.

7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.

Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission (“Hotlist upload”) into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the “virtual escorting” security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.



Legislation Text

File #: 21-833, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

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 2021-1202 Animal Holding Facility II to PRIDE GENERAL CONTRACTORS, LLC for an estimated award of \$1,113,617.89. The proposed project supports a new animal holding facility at the El Paso Zoo. Scope of work to include select site demolition, earthwork, underground utilities, structural concrete, CMU walls, chain-link enclosures, mechanical/electrical/plumbing work, landscaping, and roofing system.

Department:	Capital Improvement
Award to:	PRIDE GENERAL CONTRACTORS, LLC El Paso, TX
Item:	Base Bid I
Initial Term:	210 Consecutive Calendar Days
Base Bid I:	\$1,113,617.89
Total Estimated Award:	\$1,113,617.89
Funding Source:	2012 Quality of Life Bond
Account:	190-4800-29020-580270-PCP13ZOOD06
District:	8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to PRIDE GENERAL 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: August 3, 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: 8

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 2021-1202 Animal Holding Facility II to PRIDE GENERAL CONTRACTORS, LLC for an estimated award of \$1,113,617.89.

BACKGROUND/DISCUSSION:

New Animal Holding Facility at the El Paso. Scope of work to include select site demolition, earthwork, underground utilities, structural concrete, CMU walls, chain-link enclosures, mechanical/electrical/plumbing work, landscaping, and roofing system.

SELECTIONSUMMARY:

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 one hundred four (104) viewers online; eight (8) bids were received; seven (7) 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: \$1,113,617.89

Funding Source: 2012 Quality of Life Bond

Account: 190/4800/29020/580270/PCP13ZOOD06

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD: *Michael J. Vonasek*

For

Michael J. Vonasek, P.E.
Assistant Director of Construction

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 **August 3, 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 2021-1202 Animal Holding Facility II to PRIDE GENERAL CONTRACTORS, LLC for an estimated award of \$1,113,617.89. The proposed project supports a new animal holding facility at the El Paso Zoo. Scope of work to include select site demolition, earthwork, underground utilities, structural concrete, CMU walls, chain-link enclosures, mechanical/electrical/plumbing work, landscaping, and roofing system

Department:	Capital Improvement
Award to:	PRIDE GENERAL CONTRACTORS, LLC El Paso, TX
Item(s):	Base Bid I
Initial Term:	210 Consecutive Calendar Days
Base Bid I:	\$1,113,617.89
Total Estimated Award:	\$1,113,617.89
Funding Source:	2012 Quality of Life Bond
Account:	190/4800/29020/580270/PCP13ZOOD06
District(s):	8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to PRIDE GENERAL 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
2021-1202 Animal Holding Facility II

	Contractor	Base Bid I	Total Amount
1	Roman Construction Associates LLC	\$887,000.00	\$887,000.00
2	Pride General Contractors, LLC	\$1,113,667.89	\$1,113,667.89
3	Black Stallion Contractors, Inc.	\$1,234,819.62	\$1,234,819.62
4	Gracen Engineering & Construction, Inc.	\$1,365,000.00	\$1,365,000.00
5	PERIKIN Enterprises, LLC	\$1,367,340.00	\$1,367,340.00
6	Noble General Contractors, LLC	\$1,429,000.00	\$1,429,000.00
7	Vistacon II, LLC	\$1,532,000.00	\$1,532,000.00
8	Mirador Enterprise, Inc.	\$1,541,137.70	\$1,541,137.70



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Animal Holding Facility II					BID NO: 2021-1202
BID DATE: May 26, 2021					DEPARTMENT: Capital Improvement
	Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 of 8	Gracen Engineering & Construction, Inc. El Paso, TX BIDDER 2 of 8	Mirador Enterprise Inc. El Paso, TX BIDDER 3 of 8	Noble General Contractors, LLC El Paso, TX BIDDER 4 of 8	PERIKIN Enterprises, LLC Albuquerque, NM BIDDER 5 of 8
Base Bid:	\$1,234,819.62	\$1,365,000.00	\$1,541,137.70	\$1,429,000.00	\$1,367,340.00
Amendment(s) Acknowledged:	Yes	Yes	Yes	Yes	Yes
Bid Bond:	Yes	Yes	Yes	Yes	Yes



**CITY OF EL PASO
BID TABULATION FORM**



BID TITLE: Animal Holding Facility II				BID NO: 2021-1202	
BID DATE: May 26, 2021				DEPARTMENT: Capital Improvement	
	Pride General Contractors, LLC El Paso, TX BIDDER 6 of 8	Roman Construction Associates LLC El Paso, TX BIDDER 7 of 8	Vistacon II, LLC El Paso, TX BIDDER 8 of 8		
Base Bid:	\$1,113,617.89	\$887,000.00	\$1,532,000.00		
Amendment(s) Acknowledged:	Yes	Yes	Yes		
Bid Bond:	Yes	Yes	Yes		

2021-1202 Animal Holding Facility II

View List

1	Knepper, Aaron	A Thru Z Consulting
2	Skertchly, Edgar	AAA General Contrato
3	Gallegos, Mari	Abescape
4	Counts, Tim	Accent Landscape Con
5	Dittmar, Mark	Access Communication
6	Escobar, Arturo	All Temp Insulation
7	Allen, Miguel	Allen Concrete, Inc.
8	Aragon, Yvonne	AMPTX Electric
9	DIAZ, REBECA	AREDI Enterprises, L
10	Shane, Coler	Aztec Contractors
11	Zapata, Myrna	B. DANIELS CONTRACTO
12	Stresow, Adrian	Banes General Contra
13	Williams, Mark	Barrier Fence LLC
14	Luna, Larry	Bella Luna Engineeri
15	Arellano, Veronica	Belt Con Constructio
16	Thomas, Tim	Benningfield Steel F
17	Luna, Hector	Black Stallion Contr
18	Cavaliero, Brett	Bloo Group Inc
19	Acosta, David	Border Demolition An
20	Duffy, Brian	Brian Duffy And Asso
21	Thompson, Brad	Capital Improvements
22	Arguijo, Carlos	CARDINA
23	Concha, David	CEA Group
24	Ponzio, Ronnie	ced
25	ceniceros, roberto	cemaf welding
26	Paoli, Marcos	ChemStation
27	Kyle, Bellomy	ConstructConnect
28	Gibson, Patty	construction Bid Sou
29	Exton, Pamela	Construction Journal
30	Wood, Jane	Construction Reporte
31	Deg, Maria	Contractors Register
32	Oney, Hilary	CSA Constructors
33	Marrufo, Martin	Dantex General Contr
34	HARRISON, MIKE	DEL MAR CONTRACTING,
35	Management, Source	Deltek
36	Ornelas, Pablo	Desert Contracting
37	Hudson, Brad	Direx Construction,
38	GONZALEZ, ALEXANDER	DIVISION 7 LLC
39	Peggy, Koehn	Dodge Data
40	RODRIGUEZ, ALFREDO	E.N.E. Electrical Se
41	corral, Francisco	eagle janitorial ser
42	Baca, Ricardo	El Paso Bid Deposito
43	Lujan, Estella	El Paso Reprogrpahic
44	Soto, Lorena	El Paso Sanitation S
45	RAMOS, RAFAEL	EMINENT GENERAL CONT

2021-1202 Animal Holding Facility II

View List

46	Dominguez, Luis	Enotsyek
47	LEON, VIRGIL	EP MECHANICAL TECHNO
48	Jaramillo, Jorge	Fulcrum Contracting
49	Gamboa, Lorenzo	Gamboa Electric Inc
50	Urteaga, Jesse	GLOBAL DOORS LLC
51	Banks, Archie	Globe Builders, LLC
52	Sambrano, Michael	Gracen Eng. And Cons
53	Sanchez, Carlos	Hadwin
54	Jorge, Ojeda	HAWK
55	Mulligan, Matthew	HB Construction
56	Maldonado, Mariana	Horizone Constructio
57	Balai, Rakesh	i- Sourcing Technolo
58	Garcia, Gonzalo	Integrated Fire Syst
59	Cody, Brannon	Integrated Marketing
60	Espino, Ruben	IQP CANOPIES LLC
61	Concha, Joe	Iron Horse Electrica
62	Flores, Hugo	JMR Demolition
63	Lowrance, Gloria	Jobe Materials, L.P.
64	Kim, Candee	Jordan Foster Constr
65	rodriguez, Jesus S	JSR Construction And
66	Kastrin, Deborah	Kasco Structures LLC
67	taylor, dallas	Kenkae industries
68	Soto, Mauro	LAC Construction
69	Naranjo, Lizandro	Lizandro Naranjo
70	Gonzalez, Ruben	Lomeli and sons Land
71	Soto, Emily	Longhorn Electrical
72	mota, pablo	Martinez Brothers Co
73	Medlock, Steve	Medlock Commercial C
74	Tanzy, Russell	Mesa electrical cont
75	Lopez, Jose	Mirador
76	Briseno, Fernando	Mission Trail Constr
77	Najera, Ramon	MONOPOLY FLOORS
78	Reiman, Frederick	Mr.
79	Drapes, Michael	MTI Ready Mix
80	Rey, Nohemi	Noble General Contra
81	Tidwell, Shaun	Parkhill, Smith And
82	Diaz, Andrew	Perikin Enterprises
83	Salgado, Ramon	Pride General Contra
84	Jones, Kim	Prime Vendor Inc.
85	Morris, Bryan	RBM Engineeering, In
86	teran, miguel	RCPM,LLC
87	Martinez, Patricia	Rhema Contractors LL
88	Muro, Mario	RMW Inc.
89	Valdespino, Carlos	Roman Construction

2021-1202 Animal Holding Facility II

View List

90	dsf, sdfa	sdaf
91	Torres, Elizabeth	SigmCon
92	Bjornsson, Ron	Smartprocure
93	Vasquez, Gustavo	Southwest Drywall An
94	Cabral, Vincent	Southwestern Industr
95	ALLEN, STEVE	SPARTAN CONSTRUCTION
96	DEPHILLIPS, STEVE	SUBURBAN SURGICAL CO
97	Simental, Tony	Synergy Temperature
98	Hernandez, Cecilia	The PlanIt Room
99	Serrano, Victor	Veliz Construction
100	Ruiz, Erika	Vertex Contractors,
101	Silva, Basilio	Vistacon Ventures
102	Olguin, Jeannette	Vitual Builders Exch
103	Austin, Fork	Wayne Enterprises
104	Acosta, German	Zayza Irrigation And



Animal Holding Facility II

Solicitation No: 2021-1202
August 3, 2021



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

Project Details



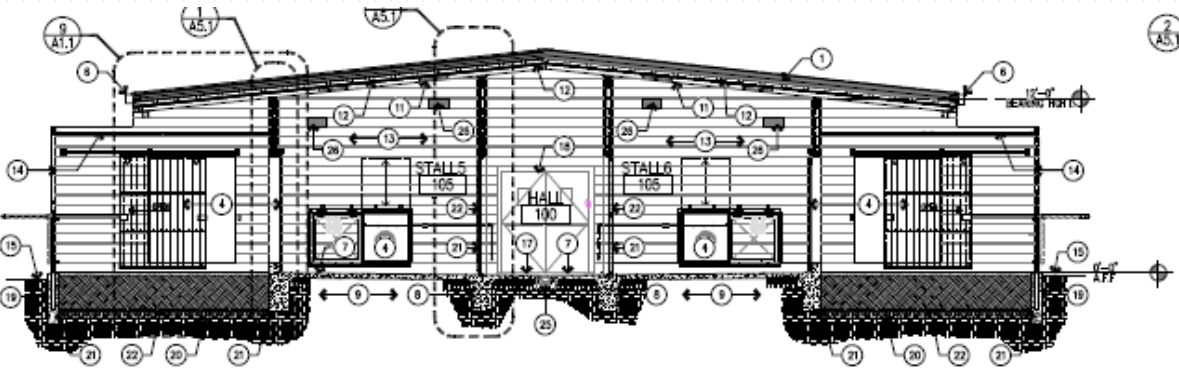
Location:	4001 E. Paisano
District(s):	8
Total Budget:	\$1,175,336.54
Funding Source:	2012 Quality Of Life

Project Location

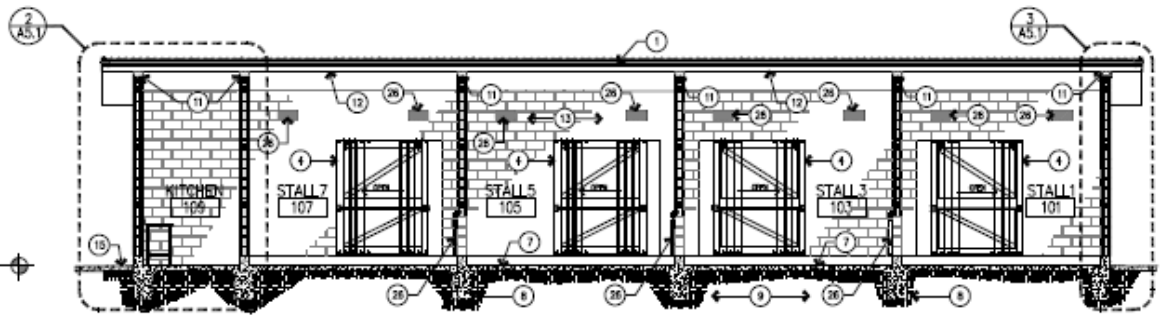


- Back of House

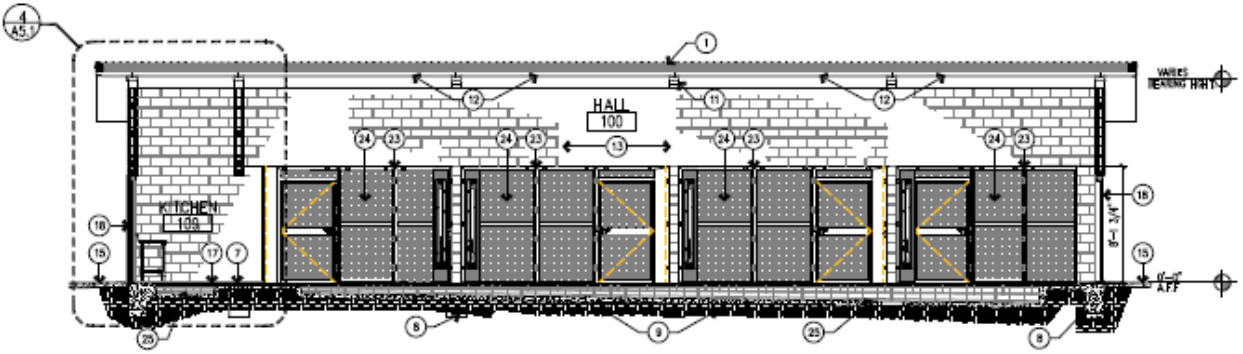
Project Rendering



05 BLUIDING SECTION SCALE: 3/16" = 1'-0"



06 BLUIDING SECTION SCALE: 1/4" = 1'-0"



07 BLUIDING SECTION SCALE: 3/16" = 1'-0"



5 Scope of Work

- Select Site Demolition
- Earthwork
- Underground Utilities
- Structural Concrete
- CMU Walls
- Chain-link Enclosures
- Mechanical
- Electrical
- Plumbing
- Landscape
- Roofing



Procurement Summary



- **Low Bid Procurement Method**
 - **Solicitation advertised on April 20, 2021**
 - **8 firms submitted bids, 7 local vendors**
 - **Recommendation**
 - **To award the construction contract to Pride General Contractors in the amount of \$ 1,113,617.89**

- **Construction Schedule**
 - **Start: Fall/ 2021**
 - **End: Summer / 2022**



Mission

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



Values

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

File #: 21-832, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7

Capital Improvement Department, 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 2021-1232 Playa Drain Trail Phase II - Segment 2 to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of \$617,710.01. The project consists of the construction of new asphalt trail along Playa Drain Trail from Knights Drive to Yarbrough Drive.

Department: Capital Improvement
Award to: TAO INDUSTRIES INC., dba HAWK Construction
El Paso, TX
Item: Base Bid
Initial Term: 270 Consecutive Calendar Days
Base Bid I: \$617,710.01
Total Estimated Award: \$617,710.01
Funding Source: Community Development Block Grant
Account: 580220-471-71240-2400-G7146CD66
District: 7

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to TAO INDUSTRIES INC., dba HAWK Construction., the lowest responsive and responsible bidder.

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

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and

paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

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

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: N/A

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: 7

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 2021-1232 Playa Drain Trail Phase II – Segment 2 to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of \$617,710.01.

BACKGROUND / DISCUSSION:

The project consists of the construction of new asphalt trail along Playa Drain Trail from Knights Drive to Yarbrough Drive. The scope of work includes but not limited to the removal and disposal of existing concrete driveways, sidewalks, handicap ramps, curb, and curb and gutter, etc., in preparation for the construction of a new walking trail and included amenities. The work also involves the construction of new concrete sidewalk, curb, curb and gutter, ADA wheelchair ramps, fiber reinforced concrete curb and asphalt trail, post and cable fencing, collapsible and fixed bollards, benches, picnic tables, stone columns and a stone sign wall, wayfinding signs, distance markers, trash receptacles, landscape and irrigation improvements along the Playa Drain Trail from Knights Drive to Yarbrough Dr.

SELECTION SUMMARY:

Solicitation was advertised on May 4, 2021 and May 11, 2021. The solicitation was posted on City website on May 4, 2021. The email (Purmail) notification was sent out on May 6, 2021. There were a total eighty-five (85) viewers online; ten (10) bids were received; all being local suppliers.

CONTRACT VARIANCE:

N/A

PROTEST

No protest was received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$617,710.01

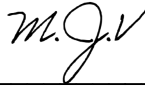
Source: Community Development Block Grant
580220-471-71240-2400-G7146CD66

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Michael J. Vonasek P.E.
Assistant Director of Construction 915 212 1800

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 **August 3, 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 2021-1232 Playa Drain Trail Phase II – Segment 2 to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of \$617,710.01. The project consists of the construction of new asphalt trail along Playa Drain Trail from Knights Drive to Yarbrough Drive.

Department:	Capital Improvement
Award to:	TAO INDUSTRIES INC., dba HAWK Construction El Paso, TX
Item(s):	Base Bid
Initial Term:	270 Consecutive Calendar Days
Base Bid I:	\$617,710.01
Total Estimated Award:	\$617,710.01
Funding Source:	Community Development Block Grant
Account:	580220-471-71240-2400-G7146CD66
District(s):	7

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to TAO INDUSTRIES INC., dba HAWK Construction., 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.

2021-1232 Playa Drain Trail Phase II - Segment 2
Bid Tab Summary

No.	Bidder	Sum Total Base Bid
1	TAO Industries, Inc. dba Hawk Construction	\$617,710.01
2	J.A.R Concrete, Inc.	\$644,376.40
3	Del Mar Contracting, Inc.	\$682,520.25
4	Martinez Bros Contractors, LLC	\$698,628.58
5	Horizone Construction I, Ltd.	\$814,000.00
6	Allen Concrete, LLC	\$830,166.93
7	Keystone GC, LLC	\$867,099.37
8	Karlsruher, Inc. dba CSA Constructors	\$874,000.00
9	Black Stallion Contractors, Inc.	\$880,300.98
10	Jordan Foster Construction, LLC	\$987,278.00



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC El Paso, TX BIDDER 1 of 10		Black Stallion Contractors, Inc. El Paso, TX BIDDER 2 of 10		Del Mar Contracting, Inc. El Paso, TX BIDDER 3 of 10	
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
Base Bid I									
1.	1	LS	Clearing, grubbing and site preparation, complete in place.	\$45,452.00	\$45,452.00	\$46,000.00	\$46,000.00	\$26,000.00	\$26,000.00
2.	1	LS	SWPPP Implementation, complete in place.	\$51,220.00	\$51,220.00	\$92,000.00	\$92,000.00	\$35,000.00	\$35,000.00
3.	50	LF	Concrete Curb Removal, per plans.	\$12.00	\$600.00	\$11.50	\$575.00	\$10.00	\$500.00
4.	500	SF	Concrete Sidewalk Removal, per plans.	\$2.50	\$1,250.00	\$1.38	\$690.00	\$6.00	\$3,000.00
5.	9	MO	Provide and Implement Approved Traffic Control Plan.	\$3,500.00	\$31,500.00	\$2,530.00	\$22,770.00	\$2,500.00	\$22,500.00
6.	62	CY	Excavation and embankment, per plans.	\$85.00	\$5,270.00	\$115.00	\$7,130.00	\$60.00	\$3,720.00

Approved By: ___/s/___
Date: 6/22/2021 ___



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC El Paso, TX BIDDER 1 of 10		Black Stallion Contractors, Inc. El Paso, TX BIDDER 2 of 10		Del Mar Contracting, Inc. El Paso, TX BIDDER 3 of 10	
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
Base Bid I									
7.	5	EA	Exist. Guardrail Removal, per plans, complete in place	\$750.00	\$3,750.00	\$402.50	\$2,012.50	\$725.00	\$3,625.00
8.	2	EA	Exist. Vehicular Gate Removal, per plans, complete in place	\$500.00	\$1,000.00	\$747.50	\$1,495.00	\$725.00	\$1,450.00
9.	1	EA	Sign Adjustment, per plans, complete in place	\$750.00	\$750.00	\$862.50	\$862.50	\$725.00	\$725.00
10.	1	EA	Exist. Chain Link Fence Removal, per plans, complete in place	\$683.00	\$683.00	\$460.00	\$460.00	\$350.00	\$350.00
11.	1	LS	Provide Reflective Pavement Markings and Signage, per plans.	\$7,100.00	\$7,100.00	\$9,200.00	\$9,200.00	\$7,000.00	\$7,000.00
12.	4,354	LF	Construct New 10-foot Wide Asphalt Trail including excavation & backfill, base prep, grading, accessible ramps and 6" concrete curbs each side, per plans, complete in place.	\$50.12	\$218,222.48	\$65.55	\$285,404.70	\$58.00	\$252,532.00

Approved By: ___/s/___
Date: 6/22/2021 ___



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC El Paso, TX BIDDER 1 of 10		Black Stallion Contractors, Inc. El Paso, TX BIDDER 2 of 10		Del Mar Contracting, Inc. El Paso, TX BIDDER 3 of 10	
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
Base Bid I									
13.	168	SY	Construct 6" Thick Concrete Paving, per plans, complete in place.	\$58.50	\$9,828.00	\$80.50	\$13,524.00	\$60.00	\$10,080.00
14.	70	SY	Construct Integral Colored Concrete Walk Paving at Trail Nodes, per plans, complete in place	\$93.00	\$6,510.00	\$115.00	\$8,050.00	\$85.00	\$5,950.00
15.	1	EA	Construct New Trailhead Monument Sign at Yarbrough Drive including all excavation and grading, per plans, complete in place	\$13,100.00	\$13,100.00	\$17,825.00	\$17,825.00	\$8,500.00	\$8,500.00
16.	2	EA	Construct New Minor Stone Column, per plans, complete in place	\$10,500.00	\$21,000.00 Contractor's Price: \$10,500.00	\$6,325.00	\$12,650.00	\$1,500.00	\$3,000.00
17.	2,174	LF	Construct New Post & Cable Fencing, per plans, complete in place	\$52.00	\$113,048.00	\$28.75	\$62,502.50	\$40.00	\$86,960.00
18.	24	EA	Construct New Fixed Bollards, per plans, complete in place	\$653.00	\$15,672.00	\$1,150.00	\$27,600.00	\$800.00	\$19,200.00

Approved By: /s/
 Date: 6/22/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC El Paso, TX BIDDER 1 of 10		Black Stallion Contractors, Inc. El Paso, TX BIDDER 2 of 10		Del Mar Contracting, Inc. El Paso, TX BIDDER 3 of 10	
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
Base Bid I									
19.	12	EA	Construct New Collapsible Bollards, per plans, complete in place	\$950.00	\$11,400.00	\$1,150.00	\$13,800.00	\$1,000.00	\$12,000.00
20.	3	EA	Construct New Wayfinding Signs, per plans, complete in place	\$1,500.00	\$4,500.00	\$977.50	\$2,932.50	\$950.00	\$2,850.00
21.	4	EA	Construct Distance Markers, per plans, complete in place	\$1,265.00	\$5,060.00	\$977.50	\$3,910.00	\$850.00	\$3,400.00
22.	4	EA	Construct New Park Bench, including concrete pad, excavation and grading, , per plans, complete in place	\$11,596.00	\$46,384.00	\$2,875.00	\$11,500.00	\$2,500.00	\$10,000.00
23.	2	EA	Construct New Picnic Table, including concrete pad, excavation and grading, , per plans, complete in place	\$8,733.00	\$17,466.00	\$3,162.50	\$6,325.00	\$3,000.00	\$6,000.00
24.	3	EA	Construct New Trash Can & Pet Waste Bag dispenser with concrete pad, per plans, complete in place	\$8,140.00	\$24,420.00	\$4,025.00	\$12,075.00	\$3,200.00	\$9,600.00

Approved By: /s/
 Date: 6/22/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC El Paso, TX BIDDER 1 of 10		Black Stallion Contractors, Inc. El Paso, TX BIDDER 2 of 10		Del Mar Contracting, Inc. El Paso, TX BIDDER 3 of 10	
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
Base Bid I									
25.	1	LS	Construct New Landscape Irrigation System, including water meters, drip emitters, remote control valves, piping, wiring, boring and sleeves under pavement, per plans, complete in place	\$44,000.00	\$44,000.00	\$74,750.00	\$74,750.00	\$52,310.00	\$52,310.00
26.	46	EA	Install 2" caliper Redbud Trees, per plans, complete in place	\$510.40	\$23,478.40	\$724.50	\$33,327.00	\$388.00	\$17,848.00
27.	11	EA	Install 3" caliper Deodar Cedar Trees, per plans, complete in place	\$1,160.50	\$12,765.50	\$805.00	\$8,855.00	\$520.00	\$5,720.00
28.	4	EA	Install 3" caliper Coolibah Trees, per plans, complete in place	\$1,856.80	\$7,427.20	\$897.00	\$3,588.00	\$550.00	\$2,200.00
29.	14	EA	Install 3" caliper Shademaster Honey Locust Trees, per plans, complete in place	\$811.80	\$11,365.20	\$770.50	\$10,787.00	\$495.00	\$6,930.00
30.	9	EA	Install 3" caliper Aleppo Pine Trees, per plans, complete in place	\$1,392.60	\$12,533.40	\$770.50	\$6,934.50	\$525.00	\$4,725.00

Approved By: ___/s/___
 Date: 6/22/2021 ___



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Allen Concrete, LLC El Paso, TX BIDDER 1 of 10		Black Stallion Contractors, Inc. El Paso, TX BIDDER 2 of 10		Del Mar Contracting, Inc. El Paso, TX BIDDER 3 of 10	
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
Base Bid I									
31.	19	EA	Install 2" caliper Mondell Pine Trees, per plans, complete in place	\$347.60	\$6,604.40	\$678.50	\$12,891.50	\$388.00	\$7,372.00
32.	8	EA	Install 3" caliper Mexican White Oak Trees, per plans, complete in place	\$812.35	\$6,498.80	\$897.00	\$7,176.00	\$550.00	\$4,400.00
33.	8	EA	Install 3" caliper Live Oak Trees, per plans, complete in place	\$812.35	\$6,498.80	\$805.00	\$6,440.00	\$525.00	\$4,200.00
34.	713	SY	Install Loose Aggregate Type 2, including Steel Edging and weed barrier, per plans, complete in place	\$6.00	\$4,278.00	\$19.55	\$13,939.15	\$15.25	\$10,873.25
Sum Total – Base Bid I (Items 1-34)				\$790,635.18 Contractor's Price: \$792,805.18		\$839,981.85		\$650,520.25 Contractor's Price: \$668,225.00	
Mobilization (Not to exceed 5% of Sum Total of Base Bid I)				\$39,531.75 Contractor's Price: \$39,640.26		\$40,319.13		\$32,000.00	
Sum Total (Base Bid I and Mobilization)				\$830,166.93 contractor's Price: \$832,445.44		\$880,300.98		\$682,520.25 Contractor's Price: \$700,225.00	
Bid Bond				Yes		Yes		Yes	
Ammendment (s) Acknowledged				Yes		Yes		Yes	

Approved By: ___/s/___
Date: 6/22/2021 ___



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Horizone Construction I, Ltd El Paso, TX BIDDER 4 of 10		J.A.R Concrete, Inc. El Paso, TX BIDDER 5 of 10		Jordan Foster Construction, LLC El Paso, TX BIDDER 6 of 10	
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
Base Bid I									
1.	1	LS	Clearing, grubbing and site preparation, complete in place.	\$12,550.00	\$12,550.00	\$13,800.00	\$13,800.00	\$40,000.00	\$40,000.00
2.	1	LS	SWPPP Implementation, complete in place.	\$39,700.00	\$39,700.00	\$34,000.00	\$34,000.00	\$53,000.00	\$53,000.00
3.	50	LF	Concrete Curb Removal, per plans.	\$32.70	\$1,635.00	\$14.50	\$725.00	\$13.00	\$650.00
4.	500	SF	Concrete Sidewalk Removal, per plans.	\$2.70	\$1,350.00	\$2.75	\$1,375.00	\$3.00	\$1,500.00
5.	9	MO	Provide and Implement Approved Traffic Control Plan.	\$4,680.00	\$42,120.00	\$3,800.00	\$34,200.00	\$4,000.00	\$36,000.00
6.	62	CY	Excavation and embankment, per plans.	\$267.60	\$16,591.20	\$46.00	\$2,852.00	\$130.00	\$8,060.00

Approved By: ___/s/___
Date: __6/22/2021__



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2				BID NO: 2021-1232					
BID DATE: June 16, 2021				DEPARTMENT: Capital Improvement					
				Horizone Construction I, Ltd El Paso, TX BIDDER 4 of 10		J.A.R Concrete, Inc. El Paso, TX BIDDER 5 of 10		Jordan Foster Construction, LLC El Paso, TX BIDDER 6 of 10	
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
Base Bid I									
7.	5	EA	Exist. Guardrail Removal, per plans, complete in place	\$752.00	\$3,760.00	\$415.00	\$2,075.00	\$800.00	\$4,000.00
8.	2	EA	Exist. Vehicular Gate Removal, per plans, complete in place	\$1,225.00	\$2,450.00	\$455.00	\$910.00	\$2,000.00	\$4,000.00
9.	1	EA	Sign Adjustment, per plans, complete in place	\$887.00	\$887.00	\$417.00	\$417.00	\$500.00	\$500.00
10.	1	EA	Exist. Chain Link Fence Removal, per plans, complete in place	\$1,485.00	\$1,485.00	\$520.00	\$520.00	\$800.00	\$800.00
11.	1	LS	Provide Reflective Pavement Markings and Signage, per plans.	\$7,935.00	\$7,935.00	\$7,040.00	\$7,040.00	\$15,000.00	\$15,000.00
12.	4,354	LF	Construct New 10-foot Wide Asphalt Trail including excavation & backfill, base prep, grading, accessible ramps and 6" concrete curbs each side, per plans, complete in place.	\$49.25	\$214,434.50	\$55.80	\$242,953.20	\$97.00	\$422,338.00

Approved By: ___/s/___
Date: ___6/22/2021___



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Horizone Construction I, Ltd El Paso, TX BIDDER 4 of 10		J.A.R Concrete, Inc. El Paso, TX BIDDER 5 of 10		Jordan Foster Construction, LLC El Paso, TX BIDDER 6 of 10	
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Base Bid I									
13.	168	SY	Construct 6" Thick Concrete Paving, per plans, complete in place.	\$62.50	\$10,500.00	\$95.80	\$16,094.40	\$115.00	\$19,320.00
14.	70	SY	Construct Integral Colored Concrete Walk Paving at Trail Nodes, per plans, complete in place	\$83.30	\$5,831.00	\$120.79	\$8,455.30	\$150.00	\$10,500.00
15.	1	EA	Construct New Trailhead Monument Sign at Yarbrough Drive including all excavation and grading, per plans, complete in place	\$4,216.00	\$4,216.00	\$3,900.00	\$3,900.00	\$15,000.00	\$15,000.00
16.	2	EA	Construct New Minor Stone Column, per plans, complete in place	\$2,030.00	\$4,060.00	\$1,950.00	\$3,900.00	\$5,000.00	\$10,000.00
17.	2,174	LF	Construct New Post & Cable Fencing, per plans, complete in place	\$59.25	\$128,809.50	\$13.00	\$28,262.00	\$18.00	\$39,132.00
18.	24	EA	Construct New Fixed Bollards, per plans, complete in place	\$911.00	\$21,864.00	\$673.00	\$16,152.00	\$1,200.00	\$28,800.00

Approved By: ___/s/___
Date: ___6/22/2021___



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Horizone Construction I, Ltd El Paso, TX BIDDER 4 of 10		J.A.R Concrete, Inc. El Paso, TX BIDDER 5 of 10		Jordan Foster Construction, LLC El Paso, TX BIDDER 6 of 10	
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
Base Bid I									
19.	12	EA	Construct New Collapsible Bollards, per plans, complete in place	\$1,700.00	\$20,400.00	\$1,350.00	\$16,200.00	\$1,000.00	\$12,000.00
20.	3	EA	Construct New Wayfinding Signs, per plans, complete in place	\$743.00	\$2,229.00	\$855.00	\$2,565.00	\$6,000.00	\$18,000.00
21.	4	EA	Construct Distance Markers, per plans, complete in place	\$743.00	\$2,972.00	\$390.00	\$1,560.00	\$3,500.00	\$14,000.00
22.	4	EA	Construct New Park Bench, including concrete pad, excavation and grading, , per plans, complete in place	\$2,850.00	\$11,400.00	\$2,900.00	\$11,600.00	\$4,500.00	\$18,000.00
23.	2	EA	Construct New Picnic Table, including concrete pad, excavation and grading, , per plans, complete in place	\$5,700.00	\$11,400.00	\$2,600.00	\$5,200.00	\$3,700.00	\$7,400.00
24.	3	EA	Construct New Trash Can & Pet Waste Bag dispenser with concrete pad, per plans, complete in place	\$4,600.00	\$13,800.00	\$2,650.00	\$7,950.00	\$5,000.00	\$15,000.00

Approved By: ___/s/___
Date: ___6/22/2021___



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Horizone Construction I, Ltd El Paso, TX BIDDER 4 of 10		J.A.R Concrete, Inc. El Paso, TX BIDDER 5 of 10		Jordan Foster Construction, LLC El Paso, TX BIDDER 6 of 10	
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
Base Bid I									
25.	1	LS	Construct New Landscape Irrigation System, including water meters, drip emitters, remote control valves, piping, wiring, boring and sleeves under pavement, per plans, complete in place	\$85,200.00	\$85,200.00	\$68,000.00	\$68,000.00	\$55,000.00	\$55,000.00
26.	46	EA	Install 2" caliper Redbud Trees, per plans, complete in place	\$820.00	\$37,720.00	\$504.00	\$23,184.00	\$500.00	\$23,000.00
27.	11	EA	Install 3" caliper Deodar Cedar Trees, per plans, complete in place	\$910.00	\$10,010.00	\$676.00	\$7,436.00	\$1,200.00	\$13,200.00
28.	4	EA	Install 3" caliper Coolibah Trees, per plans, complete in place	\$1,040.00	\$4,160.00	\$715.00	\$2,860.00	\$1,700.00	\$6,800.00
29.	14	EA	Install 3" caliper Shademaster Honey Locust Trees, per plans, complete in place	\$910.00	\$12,740.00	\$643.50	\$9,009.00	\$1,000.00	\$14,000.00
30.	9	EA	Install 3" caliper Aleppo Pine Trees, per plans, complete in place	\$910.00	\$8,190.00	\$682.50	\$6,142.50	\$1,400.00	\$12,600.00

Approved By: ___/s/___
Date: ___6/22/2021___



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Horizone Construction I, Ltd El Paso, TX BIDDER 4 of 10		J.A.R Concrete, Inc. El Paso, TX BIDDER 5 of 10		Jordan Foster Construction, LLC El Paso, TX BIDDER 6 of 10	
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
Base Bid I									
31.	19	EA	Install 2" caliper Mondell Pine Trees, per plans, complete in place	\$780.00	\$14,820.00	\$505.00	\$9,595.00	\$400.00	\$7,600.00
32.	8	EA	Install 3" caliper Mexican White Oak Trees, per plans, complete in place	\$1,040.00	\$8,320.00	\$715.00	\$5,720.00	\$800.00	\$6,400.00
33.	8	EA	Install 3" caliper Live Oak Trees, per plans, complete in place	\$910.00	\$7,280.00	\$683.00	\$5,464.00	\$800.00	\$6,400.00
34.	713	SY	Install Loose Aggregate Type 2, including Steel Edging and weed barrier, per plans, complete in place	\$21.60	\$15,400.80	\$20.00	\$14,260.00	\$6.00	\$4,278.00
Sum Total – Base Bid I (Items 1-34)				\$786,220.00		\$614,376.40		\$942,278.00	
Mobilization (Not to exceed 5% of Sum Total of Base Bid I)				\$27,780.00		\$30,000.00		\$45,000.00	
Sum Total (Base Bid I and Mobilization)				\$814,000.00		\$644,376.40		\$987,278.00	
Bid Bond				Yes		Yes		Yes	
Amendment (s) Acknowledged				Yes		Yes		Yes	

Approved By: ___/s/___
Date: ___6/22/2021___



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Karlsruher, Inc. dba CSA Constructors El Paso, TX BIDDER 7 of 10		Keystone GC, LLC El Paso, TX BIDDER 8 of 10		Martinez Bros Contractors, LLC El Paso, TX BIDDER 9 of 10	
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
Base Bid I									
1.	1	LS	Clearing, grubbing and site preparation, complete in place.	\$7,450.00	\$7,450.00	\$4,806.25	\$4,806.25	\$5,900.00	\$5,900.00
2.	1	LS	SWPPP Implementation, complete in place.	\$15,645.00	\$15,645.00	\$36,015.75	\$36,015.75	\$20,060.00	\$20,060.00
3.	50	LF	Concrete Curb Removal, per plans.	\$14.90	\$745.00	\$9.33	\$466.50	\$11.80	\$590.00
4.	500	SF	Concrete Sidewalk Removal, per plans.	\$2.98	\$1,490.00	\$1.66	\$830.00	\$2.36	\$1,180.00
5.	9	MO	Provide and Implement Approved Traffic Control Plan.	\$2,980.00	\$26,820.00	\$1,967.44	\$17,706.96	\$6,088.80	\$54,799.20
6.	62	CY	Excavation and embankment, per plans.	\$37.25	\$2,309.50	\$9.51	\$589.62	\$29.50	\$1,829.00

Approved By: /s/
 Date: 6/22/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2				BID NO: 2021-1232					
BID DATE: June 16, 2021				DEPARTMENT: Capital Improvement					
				Karlsruher, Inc. dba CSA Constructors El Paso, TX BIDDER 7 of 10		Keystone GC, LLC El Paso, TX BIDDER 8 of 10		Martinez Bros Contractors, LLC El Paso, TX BIDDER 9 of 10	
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
Base Bid I									
7.	5	EA	Exist. Guardrail Removal, per plans, complete in place	\$372.00	\$1,860.00	\$614.83	\$3,074.15	\$1,003.00	\$5,015.00
8.	2	EA	Exist. Vehicular Gate Removal, per plans, complete in place	\$521.00	\$1,042.00	\$614.83	\$1,229.66	\$767.00	\$1,534.00
9.	1	EA	Sign Adjustment, per plans, complete in place	\$372.00	\$372.00	\$106.37	\$106.37	\$365.80	\$365.80
10.	1	EA	Exist. Chain Link Fence Removal, per plans, complete in place	\$745.00	\$745.00	\$212.96	\$212.96	\$873.20	\$873.20
11.	1	LS	Provide Reflective Pavement Markings and Signage, per plans.	\$9,089.00	\$9,089.00	\$5,286.07	\$5,286.07	\$9,711.40	\$9,711.40
12.	4,354	LF	Construct New 10-foot Wide Asphalt Trail including excavation & backfill, base prep, grading, accessible ramps and 6" concrete curbs each side, per plans, complete in place.	\$65.81	\$286,536.74	\$99.37	\$432,656.98	\$60.50	\$263,417.00

Approved By: /s/
Date: 6/22/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Karlsruher, Inc. dba CSA Constructors El Paso, TX BIDDER 7 of 10		Keystone GC, LLC El Paso, TX BIDDER 8 of 10		Martinez Bros Contractors, LLC El Paso, TX BIDDER 9 of 10	
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
Base Bid I									
13.	168	SY	Construct 6" Thick Concrete Paving, per plans, complete in place.	\$81.95	\$13,767.60	\$62.01	\$10,417.68	\$59.00	\$9,912.00
14.	70	SY	Construct Integral Colored Concrete Walk Paving at Trail Nodes, per plans, complete in place	\$126.00	\$8,820.00	\$81.35	\$5,694.50	\$56.64	\$3,964.80
15.	1	EA	Construct New Trailhead Monument Sign at Yarbrough Drive including all excavation and grading, per plans, complete in place	\$44,700.00	\$44,700.00	\$9,771.61	\$9,771.61	\$9,735.00	\$9,735.00
16.	2	EA	Construct New Minor Stone Column, per plans, complete in place	\$2,235.00	\$4,470.00	\$3,835.51	\$7,671.02	\$590.00	\$1,180.00
17.	2,174	LF	Construct New Post & Cable Fencing, per plans, complete in place	\$59.60	\$129,570.40	\$55.34	\$120,309.16	\$41.30	\$89,786.20
18.	24	EA	Construct New Fixed Bollards, per plans, complete in place	\$558.00	\$13,392.00	\$836.16	\$20,067.84	\$750.00	\$18,000.00

Approved By: /s/
 Date: 6/22/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Karlsruher, Inc. dba CSA Constructors El Paso, TX BIDDER 7 of 10		Keystone GC, LLC El Paso, TX BIDDER 8 of 10		Martinez Bros Contractors, LLC El Paso, TX BIDDER 9 of 10	
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
Base Bid I									
19.	12	EA	Construct New Collapsible Bollards, per plans, complete in place	\$1,490.00	\$17,880.00	\$797.51	\$9,570.12	\$1,475.00	\$17,700.00
20.	3	EA	Construct New Wayfinding Signs, per plans, complete in place	\$1,490.00	\$4,470.00	\$3,107.32	\$9,321.96	\$531.00	\$1,593.00
21.	4	EA	Construct Distance Markers, per plans, complete in place	\$2,235.00	\$8,940.00	\$2,330.49	\$9,321.96	\$424.80	\$1,699.20
22.	4	EA	Construct New Park Bench, including concrete pad, excavation and grading, , per plans, complete in place	\$7,300.00	\$29,200.00	\$2,943.08	\$11,772.32	\$3,304.00	\$13,216.00
23.	2	EA	Construct New Picnic Table, including concrete pad, excavation and grading, , per plans, complete in place	\$7,000.00	\$14,000.00	\$3,436.82	\$6,873.64	\$5,664.00	\$11,328.00
24.	3	EA	Construct New Trash Can & Pet Waste Bag dispenser with concrete pad, per plans, complete in place	\$6,705.00	\$20,115.00	\$4,445.64	\$13,336.92	\$1,652.00	\$4,956.00

Approved By: /s/
 Date: 6/22/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				Karlsruher, Inc. dba CSA Constructors El Paso, TX BIDDER 7 of 10		Keystone GC, LLC El Paso, TX BIDDER 8 of 10		Martinez Bros Contractors, LLC El Paso, TX BIDDER 9 of 10	
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
Base Bid I									
25.	1	LS	Construct New Landscape Irrigation System, including water meters, drip emitters, remote control valves, piping, wiring, boring and sleeves under pavement, per plans, complete in place	\$89,400.00	\$89,400.00	\$33,999.72	\$33,999.72	\$60,837.00	\$60,837.00
26.	46	EA	Install 2" caliper Redbud Trees, per plans, complete in place	\$578.00	\$26,588.00	\$384.94	\$17,707.24	\$425.00	\$19,550.00
27.	11	EA	Install 3" caliper Deodar Cedar Trees, per plans, complete in place	\$774.00	\$8,514.00	\$645.57	\$7,101.27	\$475.00	\$5,225.00
28.	4	EA	Install 3" caliper Coolibah Trees, per plans, complete in place	\$819.00	\$3,276.00	\$645.57	\$2,582.28	\$510.00	\$2,040.00
29.	14	EA	Install 3" caliper Shademaster Honey Locust Trees, per plans, complete in place	\$737.00	\$10,318.00	\$645.57	\$9,037.98	\$680.00	\$9,520.00
30.	9	EA	Install 3" caliper Aleppo Pine Trees, per plans, complete in place	\$782.00	\$7,038.00	\$307.42	\$2,766.78	\$615.00	\$5,535.00

Approved By: /s/
 Date: 6/22/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2

BID NO: 2021-1232

BID DATE: June 16, 2021

DEPARTMENT: Capital Improvement

				Karlsruher, Inc. dba CSA Constructors El Paso, TX BIDDER 7 of 10		Keystone GC, LLC El Paso, TX BIDDER 8 of 10		Martinez Bros Contractors, LLC El Paso, TX BIDDER 9 of 10	
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
Base Bid I									
31.	19	EA	Install 2" caliper Mondell Pine Trees, per plans, complete in place	\$578.00	\$10,982.00	\$645.57	\$12,265.83	\$395.00	\$7,505.00
32.	8	EA	Install 3" caliper Mexican White Oak Trees, per plans, complete in place	\$819.00	\$6,552.00	\$645.57	\$5,164.56	\$685.00	\$5,480.00
33.	8	EA	Install 3" caliper Live Oak Trees, per plans, complete in place	\$782.00	\$6,256.00	\$645.57	\$5,164.56	\$535.00	\$4,280.00
34.	713	SY	Install Loose Aggregate Type 2, including Steel Edging and weed barrier, per plans, complete in place	\$22.72	\$16,199.36	\$12.74	\$9,083.62	\$13.06	\$9,311.78
Sum Total – Base Bid I (Items 1-34)				\$848,552.60		\$841,983.84		\$677,628.58	
Mobilization (Not to exceed 5% of Sum Total of Base Bid I)				\$25,447.40		\$25,115.53		\$21,000.00	
Sum Total (Base Bid I and Mobilization)				\$874,000.00		\$867,099.37		\$698,628.58	
Bid Bond				Yes		Yes		Yes	
Amendment (s) Acknowledged				Yes		Yes		Yes	

Approved By: ___/s/___
Date: 6/22/2021 ___



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

	TAO Industries, Inc. dba Hawk Construction El Paso, TX BIDDER 10 of 10		
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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				
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Base Bid I

1.	1	LS	Clearing, grubbing and site preparation, complete in place.	\$9,290.40	\$9,290.40				
2.	1	LS	SWPPP Implementation, complete in place.	\$19,191.51	\$19,191.51				
3.	50	LF	Concrete Curb Removal, per plans.	\$16.02	\$801.00				
4.	500	SF	Concrete Sidewalk Removal, per plans.	\$3.89	\$1,945.00				
5.	9	MO	Provide and Implement Approved Traffic Control Plan.	\$1,138.53	\$10,246.77				
6.	62	CY	Excavation and embankment, per plans.	\$195.33	\$12,110.46				

Approved By: /s/
 Date: 6/22/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				TAO Industries, Inc. dba Hawk Construction El Paso, TX BIDDER 10 of 10					
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				
Base Bid I									
7.	5	EA	Exist. Guardrail Removal, per plans, complete in place	\$320.43	\$1,602.15				
8.	2	EA	Exist. Vehicular Gate Removal, per plans, complete in place	\$485.93	\$971.86				
9.	1	EA	Sign Adjustment, per plans, complete in place	\$1,094.59	\$1,094.59				
10.	1	EA	Exist. Chain Link Fence Removal, per plans, complete in place	\$716.82	\$716.82				
11.	1	LS	Provide Reflective Pavement Markings and Signage, per plans.	\$6,945.03	\$6,945.03				
12.	4,354	LF	Construct New 10-foot Wide Asphalt Trail including excavation & backfill, base prep, grading, accessible ramps and 6" concrete curbs each side, per plans, complete in place.	\$50.77	\$221,052.58				

Approved By: /s/
 Date: 6/22/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				TAO Industries, Inc. dba Hawk Construction El Paso, TX BIDDER 10 of 10					
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				
Base Bid I									
13.	168	SY	Construct 6" Thick Concrete Paving, per plans, complete in place.	\$71.70	\$12,045.60				
14.	70	SY	Construct Integral Colored Concrete Walk Paving at Trail Nodes, per plans, complete in place	\$113.06	\$7,914.20				
15.	1	EA	Construct New Trailhead Monument Sign at Yarbrough Drive including all excavation and grading, per plans, complete in place	\$9,108.23	\$9,108.23				
16.	2	EA	Construct New Minor Stone Column, per plans, complete in place	\$1,138.53	\$2,277.06				
17.	2,174	LF	Construct New Post & Cable Fencing, per plans, complete in place	\$26.03	\$56,589.22				
18.	24	EA	Construct New Fixed Bollards, per plans, complete in place	\$725.86	\$17,420.64				

Approved By: ___/s/___
 Date: 6/22/2021 ___



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				TAO Industries, Inc. dba Hawk Construction El Paso, TX BIDDER 10 of 10					
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				
Base Bid I									
19.	12	EA	Construct New Collapsible Bollards, per plans, complete in place	\$1,226.81	\$14,721.72				
20.	3	EA	Construct New Wayfinding Signs, per plans, complete in place	\$811.25	\$2,433.75				
21.	4	EA	Construct Distance Markers, per plans, complete in place	\$811.16	\$3,244.64				
22.	4	EA	Construct New Park Bench, including concrete pad, excavation and grading, , per plans, complete in place	\$2,443.59	\$9,774.36				
23.	2	EA	Construct New Picnic Table, including concrete pad, excavation and grading, , per plans, complete in place	\$2,754.72	\$5,509.44				
24.	3	EA	Construct New Trash Can & Pet Waste Bag dispenser with concrete pad, per plans, complete in place	\$3,354.41	\$10,063.23				

Approved By: /s/
 Date: 6/22/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2 **BID NO:** 2021-1232
BID DATE: June 16, 2021 **DEPARTMENT:** Capital Improvement

				TAO Industries, Inc. dba Hawk Construction El Paso, TX BIDDER 10 of 10					
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				
Base Bid I									
25.	1	LS	Construct New Landscape Irrigation System, including water meters, drip emitters, remote control valves, piping, wiring, boring and sleeves under pavement, per plans, complete in place	\$50,070.23	\$50,070.23				
26.	46	EA	Install 2" caliper Redbud Trees, per plans, complete in place	\$717.27	\$32,994.42				
27.	11	EA	Install 3" caliper Deodar Cedar Trees, per plans, complete in place	\$796.97	\$8,766.67				
28.	4	EA	Install 3" caliper Coolibah Trees, per plans, complete in place	\$888.05	\$3,552.20				
29.	14	EA	Install 3" caliper Shademaster Honey Locust Trees, per plans, complete in place	\$762.81	\$10,679.34				
30.	9	EA	Install 3" caliper Aleppo Pine Trees, per plans, complete in place	\$762.81	\$6,865.29				

Approved By: /s/
 Date: 6/22/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II - Segment 2

BID NO: 2021-1232

BID DATE: June 16, 2021

DEPARTMENT: Capital Improvement

				TAO Industries, Inc. dba Hawk Construction El Paso, TX BIDDER 10 of 10					
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				
Base Bid I									
31.	19	EA	Install 2" caliper Mondell Pine Trees, per plans, complete in place	\$671.73	\$12,762.87				
32.	8	EA	Install 3" caliper Mexican White Oak Trees, per plans, complete in place	\$888.05	\$7,104.40				
33.	8	EA	Install 3" caliper Live Oak Trees, per plans, complete in place	\$796.97	\$6,375.76				
34.	713	SY	Install Loose Aggregate Type 2, including Steel Edging and weed barrier, per plans, complete in place	\$18.89	\$13,468.57				
Sum Total – Base Bid I (Items 1-34)				\$589,710.01					
Mobilization (Not to exceed 5% of Sum Total of Base Bid I)				\$28,000.00					
Sum Total (Base Bid I and Mobilization)				\$617,710.01					
Bid Bond				Yes					
Ammendment (s) Acknowledged				Yes					

Approved By: /s/
Date: 6/22/2021

2021-1232 Playa Drain Trail Phase II Segment 2		
View List		
1	Allen, Miguel	Allen Concrete, Inc.
2	ALLEN, STEVE	SPARTAN CONSTRUCTION
3	Armendariz, Socorro	AAndS Contractors In
4	Austin, Fork	Wayne Enterprises
5	Balai, Rakesh	i- Sourcing Technolo
6	Banks, Archie	Globe Builders, LLC
7	Bid, Judge	BidJudge.com
8	Bjornsson, Ron	Smartprocure
9	Brayan, Chavarria	CMD Endeavors
10	Caballero, Luis	Caballero Electric C
11	Campos, Jesus	Keystone Contractors
12	Cody, Brannon	Integrated Marketing
13	comaduran, richard	comaduran constructi
14	Concha, David	CEA Group
15	Construction, Ztex	Ztex Construction
16	Counts, Tim	Accent Landscape Con
17	David, McGlohon	Arrow Building Corp.
18	Deg, Maria	Contractors Register
19	Dittmar, Mark	Access Communication
20	Dominguez, Luis	Enotsyek
21	Downing, Raymond	R.C. Downing And Ass
22	Drapes, Michael	MTI Ready Mix
23	Erick, Osorio	ecoReach, Inc.
24	Exton, Pamela	Construction Journal
25	Figuroa, Joseph	Jordan Foster Constr
26	Flores, Jose	Southwest Surety
27	Gallegos, Mari	Abescape
28	Gibson, Patty	construction Bid Sou
29	Gomez, Priscilla	American Pavement Pr
30	Gonzalez, Ruben	Lomeli and sons Land
31	Gribler, Amber	Rummel Construction,
32	Guardado, Carlos	Best Ironworks
33	Guillen, Francisco	Keystone GC, LLC.
34	Guillermo, Ovie	J.A.R
35	HARRISON, MIKE	DEL MAR CONTRACTING,

2021-1232 Playa Drain Trail Phase II Segment 2		
View List		
36	Hernandez, Cecilia	The PlanIt Room
37	Hessney, Steve	Bowen Industrial Con
38	Hudson, Brad	Direx Construction,
39	Jaramillo, Jorge	Fulcrum Contracting
40	Jones, Kim	Prime Vendor Inc.
41	Jorge, Ojeda	HAWK
42	Kincaid, Kenneth	J.D. Abrams L.P.
43	Kyle, Bellomy	ConstructConnect
44	LEON, VIRGIL	EP MECHANICAL TECHNO
45	Loganathan, Jayalakshmi	Dodge Data And Analy
46	Lopez, Jose	Mirador
47	Lopez, Rafael	Perikin Enterprises,
48	Lowrance, Gloria	Jobe Materials, L.P.
49	Luna, Hector	Black Stallion Contr
50	Magdaleno, Jesus	Allen Concrete Inc.
51	Maldonado, Mariana	Horizone Constructio
52	Management, Source	Deltek
53	Mendivil, Michael	Rio Grande Lighting
54	Mercer, Garrett	MERCER TECHNOLOGIES
55	Molina, Marcos	International Eagle
56	mota, pablo	Martinez Brothers Co
57	Naranjo, Lizandro	Lizandro Naranjo
58	Olguin, Jeannette	Vitual Builders Exch
59	Oney, Hilary	CSA Constructors
60	Ortiz, Lupe	Prime Irrigation And
61	Peggy, Koehn	Dodge Data
62	Rivas, Fernando	GCC Sun City Materia
63	romero, ron	triple m recreation
64	Rugh, John	AMTEK
65	Ruiz, Erika	Vertex Contractors,
66	SALAZAR, ART	APACHE BARRICADE And
67	Salgado, Ramon	Pride General Contra
68	Sambrano, Michael	Gracen Eng. And Cons
69	Sanchez, Eddie	Xceed Resources
70	Shane, Coler	Aztec Contractors

2021-1232 Playa Drain Trail Phase II Segment 2
View List

71	Soto, Daniel	DRS Rock Materials,
72	Soto, Lorena	El Paso Sanitation S
73	Soto, Patricia	SOTO WAndF LLC
74	Steve, Teran	DAndH United
75	Tanzy, Russell	Mesa electrical cont
76	Thomas, Tim	Benningfield Steel F
77	Valenzuela, Jesus	J.A.R Concrete, Inc
78	Velasco, Mario	Bain Construction
79	Wood, Jane	Construction Reporte
80	Yahve, Gallegos	Star Pavers Construc
81	Banquil, Lovely	
82	James, Hardison	
83	Martinez, Jessica	
84	RAMIREZ, ARTURO	
85	Watson, Frank	



PLAYA DRAIN TRAIL PHASE II, SEGMENT II

Solicitation 2021-1232

August 3, 2021

Strategic goal No. 4:

Enhance El Paso's quality of life through recreational, cultural, and educational environments



PROJECT DETAILS

PLAYA DRAIN TRAIL -SEGMENT II	
LOCATION	Playa Drain (Knights Dr to Yarbrough Dr)
DISTRICT	7
TOTAL BUDGET	\$1,223,966
FUNDING SOURCE	Community Development Block Grant (CDBG)

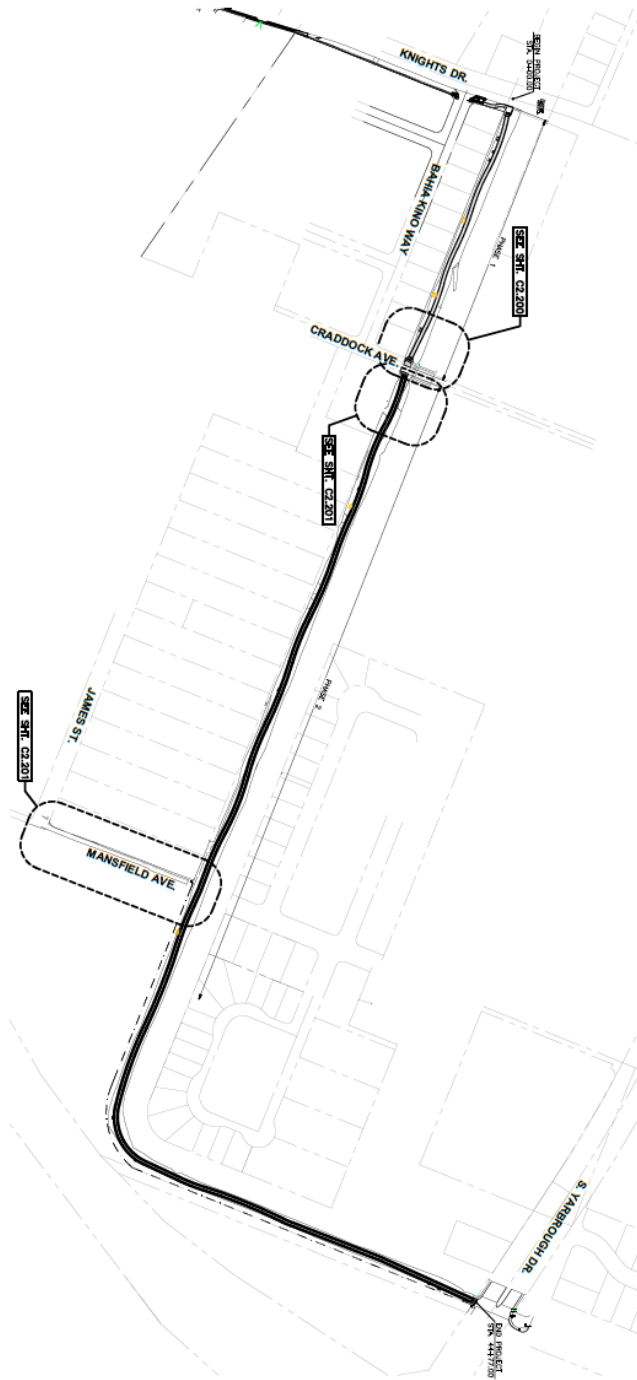
PROJECT LOCATION

- **Along the Playa Drain from Knights Dr. to Yarbrough Dr.**



SCOPE OF WORK

- Removal and disposal of existing concrete driveways, sidewalks, ramps, curb & gutter.
- HMAC walking trail, with header curb, and accessible ramps where needed
- 2 picnic tables
- 4 benches
- 2 trash receptacles
- 2 minor entry signs
- 3 wayfinding signs
- 4 distance markers
- Landscaping and irrigation



PROCUREMENT SUMMARY

- **Lowd Bid**
 - **Solicitation advertised on May 4 and May 11, 2021**
 - **10 firms submitted bids, 10 local vendors**
- **Recommendation**
 - **To award the construction contract to TAO Industries Inc., dba Hawk Construction, for an estimated award of \$617,710.01**
- **Construction Schedule**
 - **Start: Fall/ 2021**
 - **End: Summer /2022**

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

File #: 21-835, 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

Streets and Maintenance, Richard Bristol, (915) 212-7000
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 2021-1127 Barricade Rental Services to Leedsman Construction DBA Traffic Control Specialists Sales & Rentals for a three (3) year initial term estimated amount of \$997,180.50. The award also includes a two (2) year option for an estimated amount of \$664,787.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$1,661,967.50. This contract will allow for the appropriate traffic control during streets maintenance to guarantee employee and public safety.

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 40% decrease due to price decreases.

Department:	Streets and Maintenance
Vendor:	Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX
Items:	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$332,393.50
Initial Term Estimated Award:	\$997,180.50 (3 years)
Total Estimated Award:	\$1,661,967.50 (5 years)
Account No.:	532-1000-524110-3210-P3210

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 Leedsman Construction DBA Traffic Control Specialists Sales & Rentals, the lowest responsive, responsible bidder.

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

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000
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: 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

Discussion and action on the award of solicitation 2021-1127 Barricade Rental Services to Leedsman Construction DBA Traffic Control Specialists Sales & Rentals for a three (3) year initial term estimated amount of \$997,180.50. The award also includes a two (2) year option for an estimated amount of \$664,787.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$1,661,967.50.

BACKGROUND / DISCUSSION:

The City currently performs maintenance activities on City and State Right of Way that requires traffic control to guarantee employee and public safety.

SELECTION SUMMARY:

Solicitation was advertised on May 25, 2021 and June 1, 2021. The solicitation was posted on City website on May 25, 2021. The email (Purmail) notification was sent out on May 27, 2021. There were a total of twenty-four (24) viewers online; two (2) bids were received; all being from local suppliers. An Inadequate Competition Survey was conducted.

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 40% decrease due to price decreases.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$997,180.50
Funding Source: General Fund
Account: 532 – 1000 – 524110 – 32120 – P3210

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Streets & Maintenance
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Richard J. Bristol, Streets and Maintenance Director

**COUNCIL PROJECT FORM
(LOW BID)**

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

Please place the following item on the **REGULAR** agenda for the Council Meeting of **August 3, 2021**.

STRATEGIC GOAL: NO. 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 2021-1127 Barricade Rental Services to Leedsman Construction DBA Traffic Control Specialists Sales & Rentals for a three (3) year initial term estimated amount of \$997,180.50. The award also includes a two (2) year option for an estimated amount of \$664,787.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$1,661,967.50. This contract will allow for the appropriate traffic control during streets maintenance to guarantee employee and public safety.

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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 40% decrease due to price decreases.

Department:	Streets and Maintenance
Vendor:	Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$332,393.50
Initial Term Estimated Award:	\$997,180.50 (3 years)
Total Estimated Award:	\$1,661,967.50 (5 years)
Account No.:	532 – 1000 – 524110 – 32120 – P3210
Funding Source:	General Fund
District(s):	All

This is a Low Bid, Unit Price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommends award as indicated to Leedsman Construction DBA Traffic Control Specialists Sales & Rentals, the lowest responsive, responsible bidder.

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 BID TABULATION FORM



Project Name: BARRICADE RENTAL SERVICE
Bid Opening Date: JUNE 23, 2021

Solicitation #: 2021-1127
Department: STREETS & MAINTENANCE

GROUP A. TRAFFIC CONTROL BARRICADE				Apache Barricade and Sign El Paso, TX Bidder 1 of 2			Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX Bidder 2 of 2		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ANNUAL ESTIMATED QTY.	PRICE PER UNIT	ESTIMATED ANNUAL AMOUNT (A X B =C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D)	PRICE PER UNIT	ESTIMATED ANNUAL AMOUNT (A X B =C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D)
			(A)	(B)	(C)	(D)	(B)	(C)	(D)
1.	SIGN STAND - REGULAR	DAILY	100	\$0.65	\$65.00	\$195.00	\$0.60	\$60.00	\$180.00
2.	SIGN STAND - 4 FOOT X 4 FOOT	DAILY	100	\$0.65	\$65.00	\$195.00	\$0.60	\$60.00	\$180.00
3.	SIGN, LESS THAN 48 INCH REFLECTIVE	DAILY	100	\$0.35	\$35.00	\$105.00	\$0.70	\$70.00	\$210.00
4.	SIGN, 48 INCH REFLECTIVE	DAILY	100	\$0.65	\$65.00	\$195.00	\$0.70	\$70.00	\$210.00
5.	PORTABLE LIGHT TOWERS	DAILY	25	\$50.00	\$1,250.00	\$3,750.00	\$50.00	\$1,250.00	\$3,750.00
6.	REFLECTIVE BARREL ENGINEER GRADE	DAILY	1,500	\$0.55	\$825.00	\$2,475.00	\$0.60	\$900.00	\$2,700.00
7.	REFLECTIVE BARREL HIGH INTENSITY	DAILY	2,500	\$0.55	\$1,375.00	\$4,125.00	\$0.60	\$1,500.00	\$4,500.00

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: 6/28/2021



**CITY OF EL PASO
 BID TABULATION FORM**



Project Name: BARRICADE RENTAL SERVICE
Bid Opening Date: JUNE 23, 2021

Solicitation #: 2021-1127
Department: STREETS & MAINTENANCE

GROUP A. TRAFFIC CONTROL BARRICADE				Apache Barricade and Sign El Paso, TX Bidder 1 of 2			Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX Bidder 2 of 2		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ANNUAL ESTIMATED QTY.	PRICE PER UNIT	ESTIMATED ANNUAL AMOUNT (A X B =C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D)	PRICE PER UNIT	ESTIMATED ANNUAL AMOUNT (A X B =C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D)
			(A)	(B)	(C)	(D)	(B)	(C)	(D)
8.	TRUCK MOUNTED ATTENUATORS	DAILY	25	\$285.00	\$7,125.00	\$21,375.00	\$355.00	\$8,875.00	\$26,625.00
9.	28 INCH CONES - 10 POUND	DAILY	1,500	\$0.65	\$975.00	\$2,925.00	\$0.45	\$675.00	\$2,025.00
10.	FLAGS	DAILY	1,000	\$0.15	\$150.00	\$450.00	\$0.00	\$0.00	\$0.00
11.	TYPE III BARRICADE	DAILY	1,500	\$1.25	\$1,875.00	\$5,625.00	\$1.95	\$2,925.00	\$8,775.00
12.	THREE (3) FOOT BARRICADE AND LIGHT	DAILY	50	\$0.65	\$32.50	\$97.50	\$0.00	\$0.00	\$0.00
13.	TWELVE (12) FOOT BARRICADE AND LIGHT	DAILY	20	\$0.75	\$15.00	\$45.00	\$1.95	\$39.00	\$117.00
14.	EIGHTEEN (18) FOOT BARRICADE AND LIGHT	DAILY	20	\$1.00	\$20.00	\$60.00	\$0.00	\$0.00	\$0.00

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APPROVED BY: /s/
 DATE: 6/28/2021



**CITY OF EL PASO
 BID TABULATION FORM**



Project Name: BARRICADE RENTAL SERVICE
Bid Opening Date: JUNE 23, 2021

Solicitation #: 2021-1127
Department: STREETS & MAINTENANCE

GROUP A. TRAFFIC CONTROL BARRICADE				Apache Barricade and Sign El Paso, TX Bidder 1 of 2			Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX Bidder 2 of 2		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ANNUAL ESTIMATED QTY.	PRICE PER UNIT	ESTIMATED ANNUAL AMOUNT (A X B =C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D)	PRICE PER UNIT	ESTIMATED ANNUAL AMOUNT (A X B =C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D)
			(A)	(B)	(C)	(D)	(B)	(C)	(D)
15.	VERTICAL PANEL	DAILY	20	\$0.65	\$13.00	\$39.00	\$0.60	\$12.00	\$36.00
16.	SANDBAGS	DAILY	500	\$0.30	\$150.00	\$450.00	\$0.25	\$125.00	\$375.00
17.	BARRICADE LIGHTS, 6 VOLT (ONLY)	DAILY	50	\$0.25	\$12.50	\$37.50	\$0.00	\$0.00	\$0.00
18.	SAFETY FENCING (ORANGE PLASTIC MESH 4' X 100' ROLL)	DAILY	50	\$1.25	\$62.50	\$187.50	\$0.65	\$32.50	\$97.50
19.	SAFETY WATER BARRIER (EMPTY)	DAILY	75	\$3.00	\$225.00	\$675.00	\$5.00	\$375.00	\$1,125.00
20.	ARROW BOARD	DAILY	250	\$20.00	\$5,000.00	\$15,000.00	\$16.50	\$4,125.00	\$12,375.00

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APPROVED BY: ___/s/___
 DATE: 6/28/2021



**CITY OF EL PASO
BID TABULATION FORM**



Project Name: **BARRICADE RENTAL SERVICE**
 Bid Opening Date: **JUNE 23, 2021**

Solicitation #: **2021-1127**
 Department: **STREETS & MAINTENANCE**

				Apache Barricade and Sign El Paso, TX Bidder 1 of 2			Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX Bidder 2 of 2		
GROUP A. TRAFFIC CONTROL BARRICADE									
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ANNUAL ESTIMATED QTY.	PRICE PER UNIT	ESTIMATED ANNUAL AMOUNT (A X B =C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D)	PRICE PER UNIT	ESTIMATED ANNUAL AMOUNT (A X B =C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D)
			(A)	(B)	(C)	(D)	(B)	(C)	(D)
21.	MESSAGE BOARD - SMALL	DAILY	250	\$35.00	\$8,750.00	\$26,250.00	\$25.00	\$6,250.00	\$18,750.00
22.	MESSAGE BOARD - LARGE	DAILY	100	\$35.00	\$3,500.00	\$10,500.00	\$25.00	\$2,500.00	\$7,500.00
GROUP A TOTAL (LINE ITEMS 1-22)					\$31,585.50	\$94,756.50		\$29,843.50	\$89,530.50

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APPROVED BY: ___/s/___
 DATE: 6/28/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: BARRICADE RENTAL SERVICE
Bid Opening Date: JUNE 23, 2021

Solicitation #: 2021-1127
Department: STREETS & MAINTENANCE

GROUP B.THE FOLLOWING EQUIPMENT IS FOR STATE RIGHT OF WAY – HIGH INTENSITY ITEMS REQUESTED SERVICE TO BE PERFORMED ON STATE OWNED RIGHT OF WAY.				Apache Barricade and Sign El Paso, TX Bidder 1 of 2			Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX Bidder 2 of 2		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ANNUAL ESTIMATED QTY.	PRICE PER UNIT	ESTIMATED ANNUAL AMOUNT (A X B =C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D)	PRICE PER UNIT	ESTIMATED ANNUAL AMOUNT (A X B =C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D)
			(A)	(B)	(C)	(D)	(B)	(C)	(D)
1.	ONE LANE CLOSURE - REGULAR HOURS	DAILY	50	\$175.00	\$8,750.00	\$26,250.00	\$162.50	\$8,125.00	\$24,375.00
2.	ONE LANE CLOSURE - OVERNIGHT	DAILY	50	\$195.00	\$9,750.00	\$29,250.00	\$175.00	\$8,750.00	\$26,250.00
3.	TWO LANE CLOSURE - REGULAR HOURS	DAILY	50	\$225.00	\$11,250.00	\$33,750.00	\$212.50	\$10,625.00	\$31,875.00
4.	TWO LANE CLOSURE - OVERNIGHT	DAILY	50	\$295.00	\$14,750.00	\$44,250.00	\$220.00	\$11,000.00	\$33,000.00
5.	THREE LANE CLOSURE - REGULAR HOURS	DAILY	50	\$425.00	\$21,250.00	\$63,750.00	\$312.50	\$15,625.00	\$46,875.00
6.	THREE LANE CLOSURE - OVERNIGHT	DAILY	50	\$425.00	\$21,250.00	\$63,750.00	\$325.00	\$16,250.00	\$48,750.00
7.	FULL CLOSURE - REGULAR HOURS	DAILY	50	\$750.00	\$37,500.00	\$112,500.00	\$500.00	\$25,000.00	\$75,000.00

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APPROVED BY: ___/s/___
DATE: 6/28/2021



**CITY OF EL PASO
 BID TABULATION FORM**



**Project Name: BARRICADE RENTAL SERVICE
 Bid Opening Date: JUNE 23, 2021**

**Solicitation #: 2021-1127
 Department: STREETS & MAINTENANCE**

GROUP B.THE FOLLOWING EQUIPMENT IS FOR STATE RIGHT OF WAY – HIGH INTENSITY ITEMS REQUESTED SERVICE TO BE PERFORMED ON STATE OWNED RIGHT OF WAY.				Apache Barricade and Sign El Paso, TX Bidder 1 of 2			Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX Bidder 2 of 2		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ANNUAL ESTIMATED QTY. (A)	PRICE PER UNIT (B)	ESTIMATED ANNUAL AMOUNT (A X B =C) (C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D) (D)	PRICE PER UNIT (B)	ESTIMATED ANNUAL AMOUNT (A X B =C) (C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D) (D)
8.	FULL CLOSURE - OVERNIGHT	DAILY	50	\$1,300.00	\$65,000.00	\$195,000.00	\$575.00	\$28,750.00	\$86,250.00
9.	RAMP CLOSURE - REGULAR HOURS	DAILY	25	\$110.00	\$2,750.00	\$8,250.00	\$150.00	\$3,750.00	\$11,250.00
10.	RAMP CLOSURE - OVERNIGHT	DAILY	20	\$110.00	\$2,200.00	\$6,600.00	\$185.00	\$3,700.00	\$11,100.00
11.	STREET CLOSURE - REGULAR HOURS	DAILY	20	\$110.00	\$2,200.00	\$6,600.00	\$287.50	\$5,750.00	\$17,250.00
12.	STREET CLOSURE OVER NIGHT	DAILY	20	\$110.00	\$2,200.00	\$6,600.00	\$287.50	\$5,750.00	\$17,250.00

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APPROVED BY: /s/
 DATE: 6/28/2021



**CITY OF EL PASO
BID TABULATION FORM**



Project Name: BARRICADE RENTAL SERVICE
Bid Opening Date: JUNE 23, 2021

Solicitation #: 2021-1127
Department: STREETS & MAINTENANCE

GROUP B.THE FOLLOWING EQUIPMENT IS FOR STATE RIGHT OF WAY – HIGH INTENSITY ITEMS REQUESTED SERVICE TO BE PERFORMED ON STATE OWNED RIGHT OF WAY.				Apache Barricade and Sign El Paso, TX Bidder 1 of 2			Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX Bidder 2 of 2		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ANNUAL ESTIMATED QTY. (A)	PRICE PER UNIT (B)	ESTIMATED ANNUAL AMOUNT (A X B =C) (C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D) (D)	PRICE PER UNIT (B)	ESTIMATED ANNUAL AMOUNT (A X B =C) (C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D) (D)
13.	EMERGENCY LANE CLOSURE	DAILY	25	\$225.00	\$5,625.00	\$16,875.00	\$325.00	\$8,125.00	\$24,375.00
14	EMERGENCY STREET CLOSURE	DAILY	25	\$275.00	\$6,875.00	\$20,625.00	\$185.00	\$4,625.00	\$13,875.00
GROUP B TOTAL (LINE ITEMS 1-14)					\$211,350.00	\$634,050.00		\$155,825.00	\$467,475.00

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APPROVED BY: ___/s/___
DATE: 6/28/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: BARRICADE RENTAL SERVICE
Bid Opening Date: JUNE 23, 2021

Solicitation #: 2021-1127
Department: STREETS & MAINTENANCE

GROUP C. THE FOLLOWING EQUIPMENT IS FOR CITY RIGHT OF WAY – HIGH INTENSITY ITEMS REQUESTED SERVICE TO BE PERFORMED ON CITY OWNED RIGHT OF WAY.				Apache Barricade and Sign El Paso, TX Bidder 1 of 2			Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX Bidder 2 of 2		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ANNUAL ESTIMATED QTY. (A)	PRICE PER UNIT (B)	ESTIMATED ANNUAL AMOUNT (A X B =C) (C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D) (D)	PRICE PER UNIT (B)	ESTIMATED ANNUAL AMOUNT (A X B =C) (C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D) (D)
1.	ONE LANE CLOSURE - REGULAR HOURS	DAILY	200	\$110.00	\$22,000.00	\$66,000.00	\$25.00	\$5,000.00	\$15,000.00
2.	ONE LAND CLOSURE - OVERNIGHT	DAILY	100	\$125.00	\$12,500.00	\$37,500.00	\$30.00	\$3,000.00	\$9,000.00
3.	SHOULDER WORK – REGULAR HOURS	HOURLY	100	\$15.00	\$1,500.00	\$4,500.00	\$11.75	\$1,175.00	\$3,525.00
4.	SHOULDER WORK – OVERNIGHT	HOURLY	100	\$20.00	\$2,000.00	\$6,000.00	\$15.00	\$1,500.00	\$4,500.00
5.	STREET CLOSURE – REGULAR HOURS	DAILY	20	\$145.00	\$2,900.00	\$8,700.00	\$150.00	\$3,000.00	\$9,000.00
6.	STREET CLOSURE – OVERNIGHT	DAILY	20	\$145.00	\$2,900.00	\$8,700.00	\$165.00	\$3,300.00	\$9,900.00
7.	EMERGENCY LANE CLOSURE	DAILY	25	\$245.00	\$6,125.00	\$18,375.00	\$50.00	\$1,250.00	\$3,750.00

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: 6/28/2021



**CITY OF EL PASO
BID TABULATION FORM**



Project Name: BARRICADE RENTAL SERVICE
Bid Opening Date: JUNE 23, 2021

Solicitation #: 2021-1127
Department: STREETS & MAINTENANCE

GROUP C. THE FOLLOWING EQUIPMENT IS FOR CITY RIGHT OF WAY – HIGH INTENSITY ITEMS REQUESTED SERVICE TO BE PERFORMED ON CITY OWNED RIGHT OF WAY.				Apache Barricade and Sign El Paso, TX Bidder 1 of 2			Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX Bidder 2 of 2		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ANNUAL ESTIMATED QTY. (A)	PRICE PER UNIT (B)	ESTIMATED ANNUAL AMOUNT (A X B =C) (C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D) (D)	PRICE PER UNIT (B)	ESTIMATED ANNUAL AMOUNT (A X B =C) (C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D) (D)
8.	EMERGENCY STREET CLOSURE	DAILY	25	\$245.00	\$6,125.00	\$18,375.00	\$150.00	\$3,750.00	\$11,250.00
9.	SET UP CHARGE – SMALL	DAILY	150	\$95.00	\$14,250.00	\$42,750.00	\$30.00	\$4,500.00	\$13,500.00
10.	SET UP CHARGE – LARGE	HOURLY	150	\$145.00	\$21,750.00	\$65,250.00	\$65.00	\$9,750.00	\$29,250.00
11.	SMALL CHANNEL SET UP	HOURLY	150	\$95.00	\$14,250.00	\$42,750.00	\$40.00	\$6,000.00	\$18,000.00
12.	LARGE CHANNEL SET UP	HOURLY	150	\$145.00	\$21,750.00	\$65,250.00	\$65.00	\$9,750.00	\$29,250.00
13.	WEEKEND DELIVERY	HOURLY	150	\$125.00	\$18,750.00	\$56,250.00	\$25.00	\$3,750.00	\$11,250.00
14.	WEEKEND PICK-UP	HOURLY	150	\$125.00	\$18,750.00	\$56,250.00	\$25.00	\$3,750.00	\$11,250.00

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: 6/28/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: BARRICADE RENTAL SERVICE
Bid Opening Date: JUNE 23, 2021

Solicitation #: 2021-1127
Department: STREETS & MAINTENANCE

GROUP C. THE FOLLOWING EQUIPMENT IS FOR CITY RIGHT OF WAY – HIGH INTENSITY ITEMS REQUESTED SERVICE TO BE PERFORMED ON CITY OWNED RIGHT OF WAY.				Apache Barricade and Sign El Paso, TX Bidder 1 of 2			Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX Bidder 2 of 2		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ANNUAL ESTIMATED QTY. (A)	PRICE PER UNIT (B)	ESTIMATED ANNUAL AMOUNT (A X B =C) (C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D) (D)	PRICE PER UNIT (B)	ESTIMATED ANNUAL AMOUNT (A X B =C) (C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D) (D)
15.	DELIVERY – AFTER HOURS	HOURLY	100	\$125.00	\$12,500.00	\$37,500.00	\$60.00	\$6,000.00	\$18,000.00
16.	PICK-UP AFTER HOURS	HOURLY	100	\$125.00	\$12,500.00	\$37,500.00	\$15.00	\$1,500.00	\$4,500.00
17.	STAND-BY CHARGE HOUR INCREMENTS	HOURLY	50	\$65.00	\$3,250.00	\$9,750.00	\$50.00	\$2,500.00	\$7,500.00
18.	FLAGGER IN ONE HOUR INCREMENTS	HOURLY	50	\$75.00	\$3,750.00	\$11,250.00	\$50.00	\$2,500.00	\$7,500.00
GROUP C TOTAL (LINE ITEMS 1-18)					\$197,550.00	\$592,650.00		\$71,975.00	\$215,925.00

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: 6/28/2021



**CITY OF EL PASO
BID TABULATION FORM**



Project Name: BARRICADE RENTAL SERVICE
Bid Opening Date: JUNE 23, 2021

Solicitation #: 2021-1127
Department: STREETS & MAINTENANCE

				Apache Barricade and Sign El Paso, TX Bidder 1 of 2			Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX Bidder 2 of 2		
GROUP D. THE FOLLOWING ITEMS ARE FOR SPECIAL EVENTS									
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ANNUAL ESTIMATED QTY.	PRICE PER UNIT	ESTIMATED ANNUAL AMOUNT (A X B =C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D)	PRICE PER UNIT	ESTIMATED ANNUAL AMOUNT (A X B =C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D)
			(A)	(B)	(C)	(D)	(B)	(C)	(D)
1.	32" SAFETY WATER BARRIER - FILLED, PLACED, EMPTIED, REMOVED	DAILY	500	\$65.00	\$32,500.00	\$97,500.00	\$6.50	\$3,250.00	\$9,750.00
2.	TRUCK MOUNTED ATTENUATOR - MANNED	DAILY	50	\$480.00	\$24,000.00	\$72,000.00	\$550.00	\$27,500.00	\$82,500.00
3.	MOBILIZATION/ DEMOBILIZATION CHARGES PER HOUR	HOURLY	150	\$275.00	\$41,250.00	\$123,750.00	\$200.00	\$30,000.00	\$90,000.00
4.	STAND-BY CHARGE IN HOUR INCREMENTS PER MAN	HOURLY	250	\$65.00	\$16,250.00	\$48,750.00	\$45.00	\$11,250.00	\$33,750.00
GROUP D TOTAL (LINE ITEMS 1-4)					\$114,000.00	\$342,000.00		\$72,000.00	\$216,000.00

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APPROVED BY: ___/s/___
DATE: 6/28/2021



**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: BARRICADE RENTAL SERVICE
Bid Opening Date: JUNE 23, 2021**

**Solicitation #: 2021-1127
Department: STREETS & MAINTENANCE**

GROUP E.THE FOLLOWING ITEMS ARE FOR ENGINEERING SERVICES.				Apache Barricade and Sign El Paso, TX Bidder 1 of 2			Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX Bidder 2 of 2		
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ANNUAL ESTIMATED QTY. (A)	PRICE PER UNIT (B)	ESTIMATED ANNUAL AMOUNT (A X B =C) (C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D) (D)	PRICE PER UNIT (B)	ESTIMATED ANNUAL AMOUNT (A X B =C) (C)	ESTIMATED 3 YEAR TOTAL (C X 3 = D) (D)
1.	TRAFFIC CONTROL PLAN DESIGN	HOURLY	50	\$65.00	\$3,250.00	\$9,750.00	\$55.00	\$2,750.00	\$8,250.00
GROUP E TOTAL (LINE ITEMS 1)					\$3,250.00	\$9,750.00		\$2,750.00	\$8,250.00
GRAND TOTAL (GROUPS A-E)					\$557,735.50 Bidder's Price \$671,735.50	\$1,673,206.50 Bidder's Price \$2,015,206.00		\$332,393.50	\$997,180.50

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: 6/28/2021



**CITY OF EL PASO
BID TABULATION FORM**



Project Name: BARRICADE RENTAL SERVICE
Bid Opening Date: JUNE 23, 2021

Solicitation #: 2021-1127
Department: STREETS & MAINTENANCE

	Apache Barricade and Sign El Paso, TX Bidder 1 of 2	Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX Bidder 2 of 2
<p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p> <p>BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:</p>		
<p>TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT:</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Amendment (s) Acknowledged	N/A	N/A
IF BIDDER DOES NOT SPECIFY AN EARLIER DELIVERY, THE CITY'S REQUIRED DELIVERY SHALL PREVAIL. A DELIVERY DATE LATER THAN THE CITY'S REQUIRED DELIVERY MAY BE CAUSE FOR REJECTION		
BIDS SOLICITED: 3 LOCAL BIDS SOLICITED: 2 BIDS RECEIVED: 2 LOCAL BIDS RECEIVED: 2 NO BID: 0		

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: 6/28/2021

Online Views for 2021-1127
Barricade Rental Services

<u>Name</u>	<u>Company</u>
1 Skertchly, Edgar	AAA General Contrato
2 Gomez, Priscilla	American Pavement Pr
3 Gamboa, DIANA	Apache Barricade And
4 Reyes, Carlos	Black stallion Contr
5 Kyle, Bellomy	ConstructConnect
6 Gibson, Patty	construction Bid Sou
7 Wood, Jane	Construction Reporte
8 Deg, Maria	Contractors Register
9 Hudson, Brad	Direx Construction,
10 Mejia, Saul	Horizone Constructio
11 Balai, Rakesh	i- Sourcing Technolo
12 Lopez, Michael	IAndR Construction
13 Cody, Brannon	Integrated Marketing
14 Mercer, Garrett	MERCER TECHNOLOGIES
15 Valdez, Teresa	MRD LANDSCAPING AND
16 Jerzyk, Brook	PLASTICADE/AMERICAN
17 Jones, Kim	Prime Vendor Inc.
18 Bjornsson, Ron	Smartprocure
19 Soto, Patricia	SOTO WAndF LLC
20 Hernandez, Cecilia	The PlanIt Room
21 Iedesma, amanda	Traffic control Spec
22 Austin, Fork	Wayne Enterprises
23 Banquil, Lovely	
24 Watson, Frank	



2021-1127 Barricade Rental Service

August 3, 2021

Richard Bristol, Director - Streets and Maintenance Department





Strategic Plan Goal:

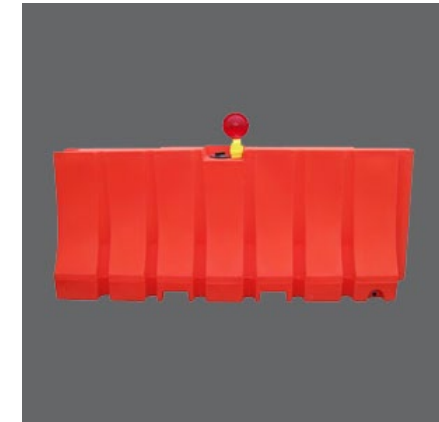
7: Enhance and Sustain El Paso's Infrastructure Network

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



Purpose of Procurement

- Replacement of the current barricade rental contract
- Purchase barricade services for traffic control
- Aides in maintenance activities or emergency situations on City and State ROW's
- Used in planning and implementing street closures such as in the Thanksgiving and Christmas parades (Unplanned...Weather Events, Accidents)
- Provides employee and public safety



2021-1127 Barricade Rental Service



Contractor Leedsman Construction dba Traffic Control Specialists Sales and Rentals

Initial Award 3 years - \$997,180.50

Option & Total Award 2 year - \$664,787.00
5 years - \$1,661,967.50

Funding Source General Fund

Account No. 532-524110-32120-1000-P3210





Mission

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



Values

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

File #: 21-848, 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

Streets and Maintenance, Richard J. Bristol, (915) 212-7000
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 2021-1156 Grounds Maintenance City Turf Medians and Mowing to MG Evergreen LLC for a three (3) year initial term estimated amount of \$1,280,040.00. The award also includes a two (2) year option for an estimated amount of \$853,360.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$2,133,400.00. This contract will provide mowing for all city turf medians and park sites.

Contract Variance:

The contract variance for this item is combining two contracts: 2016-597 Ground Maintenance - City Medians and 2017-1203 - Grounds Maintenance for El Paso City Parks - Mowing (Re-Bid).

The difference in price for Turf Median and Tree Bush Pruning/Removal, based on comparison to the previous contract, 2016-597, is as follows: An increase of \$289,620.00 for the initial term, which represents a 152.62% increase due to price increases and quantity increases on Tree Bush Pruning/Removal.

The difference in price for Park Site Mowing, based on comparison to the previous contract, 2017-1203, is as follows: A decrease of \$70,336.00 for the initial term, which represents a 21.80% decrease due to price decreases.

Department: Streets and Maintenance
Vendor: MG Evergreen LLC
El Paso, TX
Items: Groups 1 - 4

File #: 21-848, Version: 1

Initial Term: 3 years
Option to Extend: 2 years
Annual Estimated Award: \$426,680.00
Initial Term Estimated Award: \$1,280,040.00 (3 years)
Total Estimated Award: \$2,133,400.00 (5 years)
Account No.: 451-2305-522210-51295-P5120
Funding Source: Environmental Fee Fund
Districts: All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to MG Evergreen LLC, the bidder offering the best value bid.

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

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000
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: 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

Discussion and action on the award of solicitation 2021-1156 Grounds Maintenance City Turf Medians and Mowing for a three (3) year initial term estimated amount of \$1,280,040.00. The award also includes a two (2) year option for an estimated amount of \$853,360.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$2,133,400.00.

BACKGROUND / DISCUSSION:

This contract will provide mowing for all city turf medians and park sites.

SELECTION SUMMARY:

Solicitation was advertised on April 13, 2021 and April 20, 2021. The solicitation was posted on City website on April 13, 2021. The email (Purmail) notification was sent out on April 15, 2021. There were a total of forty-five (45) viewers online; five (5) bids were received; five (5) from local suppliers.

CONTRACT VARIANCE:

The contract variance for this item is combining two contracts: 2016-597 Ground Maintenance – City Medians and 2017-1203 – Grounds Maintenance for El Paso City Parks – Mowing (Re-Bid).

The difference in price for Turf Median and Tree Bush Pruning/Removal, based on comparison to the previous contract, 2016-597, is as follows: An increase of \$289,620.00 for the initial term, which represents a 152.62% increase due to price increases and quantity increases on Tree Bush Pruning/Removal.

The difference in price for Park Site Mowing, based on comparison to the previous contract, 2017-1203, is as follows: A decrease of \$70,336.00 for the initial term, which represents a 21.80% decrease due to price decreases.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,280,040.00
Funding Source: Environmental Fee
Account: 451-2305-522210-51295-P5120

Revised 04/09/2021 – Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Richard Bristol 07/26/21

Richard J. Bristol, Streets and Maintenance Director

**COUNCIL PROJECT FORM
(BEST VALUE)**

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

Please place the following item on the **REGULAR** agenda for the Council Meeting of **August 3, 2021**.

STRATEGIC GOAL: NO. 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 2021-1156 Grounds Maintenance City Turf Medians and Mowing to MG Evergreen LLC for a three (3) year initial term estimated amount of \$1,280,040.00. The award also includes a two (2) year option for an estimated amount of \$853,360.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$2,133,400.00. This contract will provide mowing for all city turf medians and park sites.

Contract Variance:

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The difference in price for Park Site Mowing, based on comparison to the previous contract, 2017-1203, is as follows: A decrease of \$70,336.00 for the initial term, which represents a 21.80% decrease due to price decreases.

Department:	Streets and Maintenance
Vendor:	MG Evergreen LLC El Paso, TX
Item(s):	Groups 1 – 4
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$426,680.00
Initial Term Estimated Award:	\$1,280,040.00 (3 years)
Total Estimated Award:	\$2,133,400.00 (5 years)
Account No.:	451-2305-522210-51295-P5120
Funding Source:	Environmental Fee Fund
District(s):	All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to MG Evergreen LLC, the bidder offering the best value bid.

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 BEST VALUE SCORESHEET

PROJECT: 2021-1156 Grounds Maintenance City Turf Medians & Mowing

Evaluation of Submittal

	MAX POINTS	MG Evergreen, LLC	Delgado's Repair and Maintenance	K Clean Sweep-Rite, Inc.	Stiles General Contractors, LLC	Tree D's Landscaping & Ground Maintenance Inc.
Factor A - Offeror's Fee Proposal						
Offeror to provide complete bid form providing cost for base bid and all bid alternates. Complete bid forms must acknowledge receipt of all addenda received prior to bid date. Points will be allocated according to the calculation provided here. Scores will be calculated by dividing the lowest Proposed Sum Total by the applicant's Proposed Sum Total then multiplied by the total possible 35 points.	35					
Group 1 Total		18.79	35.00	23.61	18.54	17.63
Group 2 Total		21.88 ✓	35.00	27.92	17.98	16.64
Group 3 Total		20.28	26.51	35.00	NO BID	NO BID
Group 4 Total		14.48	26.88	35.00	14.18 ✓	12.13 ✓
Factor B - Certifications/Licenses						
Bidder shall provide documentation pertaining to required certificates and licenses with this bid. These should include, but not limited to: 5 points - Irrigators License issued by the Texas Commission on Environmental Quality (TCEQ) 5 points - Pesticide Applicator License issued by the Texas Department of Agriculture 5 points - Backflow Prevention Testing Assessment Tester	15	15.00	0.00	0.00	0.00	0.00
Factor C - Reputation & Quality of the Bidder's Service						
The bidder shall provide only three (3) references for which they have provided continuous and comparable services in size and complexity to the requirements delineated within this solicitation for at least the past two (2) years, including any local Government Services excluding the City of El Paso departments and employees. The agency shall provide the names and telephone numbers of the contract administrators for whom the work was performed. If you do not have three local Government contracts, then list Federal, State, or commercial contracts to complete this information. References not meeting the criteria delineated in factor will not be evaluated.	25	24.67	15.00	8.33 ✓	8.33	16.33 ✓
Factor D - Employee Medical Benefits and Incentives						
Identify employee benefits. Indicate if benefits are paid in full or in part by your business. (Examples: medical, dental, vision, retirement savings, education plans, paid vacation, etc.)	10	2.00	2.00	2.00	2.00	2.00
Factor E - Past Performance						
The bidder shall provide three (3) comparable contracts completed or in progress with the City of El Paso and/or any other Government entities or private sector firms in the past five (5) years. Contracts not meeting the criteria delineated in this factor will not be evaluated.	15	15.00 ✓	0.00 ✓	6.40	5.00	5.00
GROUP 1 FINAL SCORE		75	52	40	34	41
GROUP 2 FINAL SCORE		79	52	45	33	40
GROUP 3 FINAL SCORE		77	44	52	15	23
GROUP 4 FINAL SCORE		71	44	52	15	23



**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

Group 1 Park Site Mowing					Delgado's Repair and Maintenance			K Clean Sweep-Rite, Inc.			MG Evergreen LLC			
					El Paso, TX Bidder 1 of 5			El Paso, TX Bidder 2 of 5			El Paso, TX Bidder 3 of 5			
ITEM No.	Park or Location Name	Size in acres	Address	ESTIMATED ANNUAL QUANTITY		Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)
				MIN	MAX (A)									
1.	Arbor Green	0.40	3127 Manny Aguilera Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$20.00	\$640.00	\$1,920.00
2.	Burning Mesquite	9.80	12547 Cevalia Ave.	22	32	\$110.00	\$3,520.00	\$10,560.00	\$147.00	\$4,704.00	\$14,112.00	\$165.00	\$5,280.00	\$15,840.00
3.	Coyote Cave	2.00	14337 Arabian Point Ave.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$40.00	\$1,280.00	\$3,840.00
4.	Gran Vista	1.00	1157 Montera Rd.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00
5.	Green Lilac	0.75	1016 Green Lilac Cir.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$30.00	\$960.00	\$2,880.00
6.	Hunter Creek	0.73	14260 Hunter Creek Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00
7.	Indian Heights	0.10	3209 White Bird Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00
8.	Indian Ridge #9	1.00	3440 Pendleton	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00
9.	John Lyons	4.50	11510 Cheryl Ladd	22	32	\$55.00	\$1,760.00	\$5,280.00	\$67.50	\$2,160.00	\$6,480.00	\$85.00	\$2,720.00	\$8,160.00
10.	Lionel Forti	21.00	7735 Phoenix Ave.	22	32	\$110.00	\$3,520.00	\$10,560.00	\$315.00	\$10,080.00	\$30,240.00	\$225.00	\$7,200.00	\$21,600.00
11.	Pecan Grove 1	0.15	9130 Sweet Acacia Ln.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$20.00	\$640.00	\$1,920.00
12.	Pecan Grove 2	0.60	9100 Betel	22	32	\$27.50	\$880.00	\$2,640.00	\$60.00	\$1,920.00	\$5,760.00	\$20.00	\$640.00	\$1,920.00
13.	Piedra Volcanica	3.00	12333 Tierra Volcan Ave.	22	32	\$55.00	\$1,760.00	\$5,280.00	\$45.00	\$1,440.00	\$4,320.00	\$55.00	\$1,760.00	\$5,280.00
14.	Stone Rock (TDE 61)	5.90	14241 Strata Rock Dr.	22	32	\$82.50	\$2,640.00	\$7,920.00	\$88.50	\$2,832.00	\$8,496.00	\$125.00	\$4,000.00	\$12,000.00
15.	Sunny Brook (TDE 18)	3.58	14577 Alton Oaks Ave.	22	32	\$55.00	\$1,760.00	\$5,280.00	\$53.70	\$1,718.40	\$5,155.20	\$105.00	\$3,360.00	\$10,080.00

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APPROVED BY: _____ /s/

DATE: 6/11/2021



**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

Group 1 Park Site Mowing					Delgado's Repair and Maintenance El Paso, TX Bidder 1 of 5			K Clean Sweep-Rite, Inc. El Paso, TX Bidder 2 of 5			MG Evergreen LLC El Paso, TX Bidder 3 of 5			
ITEM No.	Park or Location Name	Size in acres	Address	ESTIMATED ANNUAL QUANTITY		Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)
				MIN	MAX (A)									
16.	Tyrone	1.15	3301 Tyrone Rd.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$30.00	\$960.00	\$2,880.00
17.	Ventanas Cove (Ventanas #1)	4.96	3186 Blue Dirt Cir.	22	32	\$55.00	\$1,760.00	\$5,280.00	\$74.40	\$2,380.80	\$7,142.40	\$120.00	\$3,840.00	\$11,520.00
18.	Ventanas Destiny (Ventanas #2)	4.80	3184 Rustic Hidden Dr.	22	32	\$55.00	\$1,760.00	\$5,280.00	\$72.00	\$2,304.00	\$6,912.00	\$125.00	\$4,000.00	\$12,000.00
19.	Ventanas Spring (Ventanas #3)	5.06	3112 Spring Willow Drive	22	32	\$55.00	\$1,760.00	\$5,280.00	\$75.90	\$2,428.80	\$7,286.40	\$125.00	\$4,000.00	\$12,000.00
20.	Ventanas Willow (Ventanas #4)	4.70	3210 Spring Willow Drive	22	32	\$55.00	\$1,760.00	\$5,280.00	\$70.50	\$2,256.00	\$6,768.00	\$125.00	\$4,000.00	\$12,000.00
21.	West Texas Estates	1.30	12746 Valentine	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$45.00	\$1,440.00	\$4,320.00
22.	Arlington	7.20	10350 Pasadena Cir.	22	32	\$82.50	\$2,640.00	\$7,920.00	\$108.00	\$3,456.00	\$10,368.00	\$185.00	\$5,920.00	\$17,760.00
23.	Barron	2.19	11101 Rogers Hornsby	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$55.00	\$1,760.00	\$5,280.00
24.	Brisa Del Este	5.07	3701 Loma Esther Dr.	22	32	\$55.00	\$1,760.00	\$5,280.00	\$76.05	\$2,433.60	\$7,300.80	\$115.00	\$3,680.00	\$11,040.00
25.	Chester Jordan	8.50	3500 Nolan Richardson	22	32	\$110.00	\$3,520.00	\$10,560.00	\$127.50	\$4,080.00	\$12,240.00	\$175.00	\$5,600.00	\$16,800.00
26.	Colonia Verde	1.80	5452 Ketchikan	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$50.00	\$1,600.00	\$4,800.00
27.	Dreamland	3.85	5900 Marlin Dr.	22	32	\$55.00	\$1,760.00	\$5,280.00	\$57.75	\$1,848.00	\$5,544.00	\$95.00	\$3,040.00	\$9,120.00
28.	Eddie "Hirby" Beard	2.67	14440 Vincent Kalel	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$55.00	\$1,760.00	\$5,280.00
29.	Franklin	2.01	4701 Ramon Vega Ln	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$60.00	\$1,920.00	\$5,760.00
30.	Grandview	8.50	6050 Quail Ave	22	32	\$110.00	\$3,520.00	\$10,560.00	\$127.50	\$4,080.00	\$12,240.00	\$200.00	\$6,400.00	\$19,200.00

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DATE: 6/11/2021



**CITY OF EL PASO
 BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
 Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
 Department: Streets & Maintenance**

Group 1 Park Site Mowing					Delgado's Repair and Maintenance			K Clean Sweep-Rite, Inc.			MG Evergreen LLC			
					El Paso, TX Bidder 1 of 5			El Paso, TX Bidder 2 of 5			El Paso, TX Bidder 3 of 5			
ITEM No.	Park or Location Name	Size in acres	Address	ESTIMATED ANNUAL QUANTITY		Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)
				MIN	MAX (A)									
31.	Grandview	10.00	3100 Jefferson Ave.	22	32	\$110.00	\$3,520.00	\$10,560.00	\$150.00	\$4,800.00	\$14,400.00	\$250.00	\$8,000.00	\$24,000.00
32.	Honey Mesquite	0.82	11601 Mesquite Miel Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00
33.	Hueco Estates 1	1.10	12870 Hueco Sands Ct.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$75.00	\$2,400.00	\$7,200.00
34.	Hueco Estates 2	0.99	12910 Hueco Sands Ct.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$45.00	\$1,440.00	\$4,320.00
35.	Hueco Mountain	0.69	11824 Vitex Cir.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00
36.	Johnson Basin	1.25	3300 Lincoln Ave.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$25.00	\$800.00	\$2,400.00
37.	Jorge Montalvo	6.50	6500 Tiger Eye Dr.	22	32	\$82.50	\$2,640.00	\$7,920.00	\$97.50	\$3,120.00	\$9,360.00	\$140.00	\$4,480.00	\$13,440.00
38.	Loma Chica	1.23	4061 Loma Dante Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$30.00	\$960.00	\$2,880.00
39.	Mesquite Bush	1.05	11737 Mesquite Bush Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$30.00	\$960.00	\$2,880.00
40.	Mesquite Hills Park	2.30	11905 Auburn Sand	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$85.00	\$2,720.00	\$8,160.00
41.	Milagro	2.50	5310 Annette Ave	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$80.00	\$2,560.00	\$7,680.00
42.	Mountain View	5.60	8400 Diana Dr.	22	32	\$55.00	\$1,760.00	\$5,280.00	\$84.00	\$2,688.00	\$8,064.00	\$155.00	\$4,960.00	\$14,880.00
43.	Nolan Richardson Rec Center	2.35	4435 Maxwell	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$65.00	\$2,080.00	\$6,240.00
44.	North Skies (Mesquite Hills 7)	8.37	7073 Copper Town Dr.	22	32	\$82.50	\$2,640.00	\$7,920.00	\$125.55	\$4,017.60	\$12,052.80	\$150.00	\$4,800.00	\$14,400.00
45.	Northern Lights North (Tres Palmas)	1.37	11621 Dyer St.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$35.00	\$1,120.00	\$3,360.00

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DATE: 6/11/2021



**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

					Delgado's Repair and Maintenance			K Clean Sweep-Rite, Inc.			MG Evergreen LLC			
Group 1 Park Site Mowing					El Paso, TX Bidder 1 of 5			El Paso, TX Bidder 2 of 5			El Paso, TX Bidder 3 of 5			
ITEM No.	Park or Location Name	Size in acres	Address	ESTIMATED ANNUAL QUANTITY		Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)
				MIN	MAX (A)									
46.	Northern Lights North (Tres Palmas)	1.13	11601 Dyer St.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$35.00	\$1,120.00	\$3,360.00
47.	Sgt Jesus Roberto Vasquez USMC	5.80	12930 GR Campuzano	22	32	\$82.50	\$2,640.00	\$7,920.00	\$87.00	\$2,784.00	\$8,352.00	\$125.00	\$4,000.00	\$12,000.00
48.	Skyline Youth	23.50	5050 Yvette Ave.	22	32	\$110.00	\$3,520.00	\$10,560.00	\$352.50	\$11,280.00	\$33,840.00	\$310.00	\$9,920.00	\$29,760.00
49.	Spanish Castle	6.74	14601 Ginger Kerrick Ave.	22	32	\$82.50	\$2,640.00	\$7,920.00	\$101.10	\$3,235.20	\$9,705.60	\$150.00	\$4,800.00	\$14,400.00
50.	Student Memorial	1.00	9425 Vicksburg Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00
51.	Sue Young	23.00	9730 Diana	22	32	\$110.00	\$3,520.00	\$10,560.00	\$345.00	\$11,040.00	\$33,120.00	\$300.00	\$9,600.00	\$28,800.00
52.	Summerlin	1.50	6951 Firebrush Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$45.00	\$1,440.00	\$4,320.00
53.	Sunrise	6.50	3800 Sunrise Ave.	22	32	\$82.50	\$2,640.00	\$7,920.00	\$97.50	\$3,120.00	\$9,360.00	\$175.00	\$5,600.00	\$16,800.00
54.	Sweet Dream	1.85	14417 Alyssa Marie Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$65.00	\$2,080.00	\$6,240.00
55.	Tierra Vista	1.39	14653 Oldenberg Court	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$50.00	\$1,600.00	\$4,800.00
56.	Tim Foster	5.00	14401 Smokey Point Dr.	22	32	\$55.00	\$1,760.00	\$5,280.00	\$75.00	\$2,400.00	\$7,200.00	\$115.00	\$3,680.00	\$11,040.00
57.	Todd Ware	7.40	4600 Stahala Dr.	22	32	\$82.50	\$2,640.00	\$7,920.00	\$111.00	\$3,552.00	\$10,656.00	\$195.00	\$6,240.00	\$18,720.00
58.	Wellington Chew	1.50	4430 Maxwell Ave.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$50.00	\$1,600.00	\$4,800.00
59.	Ylairam Ruby Morgan	2.00	12961 Enrique Gomez Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$75.00	\$2,400.00	\$7,200.00
Totals Group 1 (Items 1-59)							\$94,160.00	\$282,480.00		\$139,598.40	\$418,795.20		\$175,360.00	\$526,080.00

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CITY OF EL PASO BID TABULATION FORM



Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021

Solicitation #: 2021-1156
Department: Streets & Maintenance

Group 2 Park Site Mowing						Delgado's Repair and Maintenance			K Clean Sweep-Rite, Inc.			MG Evergreen LLC		
						El Paso, TX Bidder 1 of 5			El Paso, TX Bidder 2 of 5			El Paso, TX Bidder 3 of 5		
ITEM No.	Park or Location Name	Size in acres	Address	ESTIMATED ANNUAL QUANTITY		Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)
				MIN	MAX (A)									
1.	Alethea	1.70	801 Stockwell Ln.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$50.00	\$1,600.00	\$4,800.00
2.	Autumn Sage (Cimarron Sage #1)	0.48	7340 Black Sage Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$40.00	\$1,280.00	\$3,840.00
3.	Bartlett	2.50	500 Bartlett Dr	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$50.00	\$1,600.00	\$4,800.00
4.	Borderland	0.55	6327 Modesta	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00
5.	Braden Aboud	10.00	4325 River Bend Dr.	22	32	\$110.00	\$3,520.00	\$10,560.00	\$150.00	\$4,800.00	\$14,400.00	\$300.00	\$9,600.00	\$28,800.00
6.	Buena Vista	1.10	420 Nopal Ave	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$30.00	\$960.00	\$2,880.00
7.	Carruso	0.18	720 Prospect St	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$20.00	\$640.00	\$1,920.00
8.	Cimarron	1.31	7449 Northern Pass Dr	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$40.00	\$1,280.00	\$3,840.00
9.	Cimarron Cove	0.73	6935 Cactus Thrush Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00
10.	Cimarron Sage #2	1.39	7380 Via Canutillo Dr	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$40.00	\$1,280.00	\$3,840.00
11.	Cleveland Square Plaza	0.60	510 North Santa Fe	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$20.00	\$640.00	\$1,920.00
12.	Coach Jack D. Quarles	1.63	4000 Little Ln.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$60.00	\$1,920.00	\$5,760.00
13.	Crestmont	6.50	515 Chermont Dr.	22	32	\$82.50	\$2,640.00	\$7,920.00	\$97.50	\$3,120.00	\$9,360.00	\$175.00	\$5,600.00	\$16,800.00
14.	Desert Vista	0.81	7540 Dewberry Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00

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**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

					Delgado's Repair and Maintenance			K Clean Sweep-Rite, Inc.			MG Evergreen LLC			
Group 2 Park Site Mowing					El Paso, TX Bidder 1 of 5			El Paso, TX Bidder 2 of 5			El Paso, TX Bidder 3 of 5			
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				MIN	MAX (A)									
15	Left Blank Intentionally													
16.	Doniphan	0.33	1800 W. Paisano Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00
17.	Dunn	0.20	1501 N. El Paso St.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$20.00	\$640.00	\$1,920.00
18.	Esmeralda	3.15	720 Esmeralda Amendariz	22	32	\$55.00	\$1,760.00	\$5,280.00	\$47.25	\$1,512.00	\$4,536.00	\$35.00	\$1,120.00	\$3,360.00
19.	Francisco Delgado	4.20	7020 Imperial Ridge Dr.	22	32	\$55.00	\$1,760.00	\$5,280.00	\$63.00	\$2,016.00	\$6,048.00	\$100.00	\$3,200.00	\$9,600.00
20.	Franklin Hills #8	0.33	6112 Franklin Dove Ave.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00
21.	Galatzan	8.00	650 Wallenberg Dr.	22	32	\$82.50	\$2,640.00	\$7,920.00	\$120.00	\$3,840.00	\$11,520.00	\$250.00	\$8,000.00	\$24,000.00
22.	H.T. Ponsford	4.80	6201 Marcena St.	22	32	\$55.00	\$1,760.00	\$5,280.00	\$72.00	\$2,304.00	\$6,912.00	\$105.00	\$3,360.00	\$10,080.00
23.	Inca Dove	2.07	955 Grandevole Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$45.00	\$1,440.00	\$4,320.00
24.	Irwin J. Lambka	12.20	6600 Cloudview	22	32	\$110.00	\$3,520.00	\$10,560.00	\$183.00	\$5,856.00	\$17,568.00	\$150.00	\$4,800.00	\$14,400.00
25.	James Schwitters Family	0.15	6200 Fiesta Drive	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$10.00	\$320.00	\$960.00
26.	John R. Karr	0.86	631 Stewart Ct.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$20.00	\$640.00	\$1,920.00
27.	La Puesta del Sol	0.35	365 Bells Corner Ave.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$85.00	\$2,720.00	\$8,160.00
28.	Linda Daw Hudson	0.70	1100 Franklin Hills Dr	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00
29.	Lomas Del Sol	0.90	6600 Parque del Sol Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00
30.	Mary Frances Keisling	8.00	651 Gomez Rd	22	32	\$82.50	\$2,640.00	\$7,920.00	\$120.00	\$3,840.00	\$11,520.00	\$85.00	\$2,720.00	\$8,160.00

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APPROVED BY: _____ /s/

DATE: 6/11/2021



**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

					Delgado's Repair and Maintenance			K Clean Sweep-Rite, Inc.			MG Evergreen LLC			
Group 2 Park Site Mowing					El Paso, TX Bidder 1 of 5			El Paso, TX Bidder 2 of 5			El Paso, TX Bidder 3 of 5			
ITEM No.	Park or Location Name	Size in acres	Address	ESTIMATED ANNUAL QUANTITY		Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)
				MIN	MAX (A)									
31.	Montoya Heights	1.00	340 Coates	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$30.00	\$960.00	\$2,880.00
32.	Mundy	1.50	500 Porfirio Diaz St.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$45.00	\$1,440.00	\$4,320.00
33.	Pacific	1.75	3905 Hidden Way	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$45.00	\$1,440.00	\$4,320.00
34.	Palo Verde	1.50	6260 Dew Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$45.00	\$1,440.00	\$4,320.00
35.	Park Hills	3.00	1001 Calle Parque	22	32	\$55.00	\$1,760.00	\$5,280.00	\$45.00	\$1,440.00	\$4,320.00	\$80.00	\$2,560.00	\$7,680.00
36.	Paul Harvey	7.90	6220 Belton Rd	22	32	\$82.50	\$2,640.00	\$7,920.00	\$118.50	\$3,792.00	\$11,376.00	\$215.00	\$6,880.00	\$20,640.00
37.	River Park West	0.90	713 Dakota River	22	32	\$27.50	\$880.00	\$2,640.00	\$30.00	\$960.00	\$2,880.00	\$25.00	\$800.00	\$2,400.00
38.	Snow Heights	1.40	311 Fountain	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$30.00	\$960.00	\$2,880.00
39.	South Dakota	3.00	6811 South Dakota	22	32	\$55.00	\$1,760.00	\$5,280.00	\$45.00	\$1,440.00	\$4,320.00	\$65.00	\$2,080.00	\$6,240.00
40.	Sunset View	1.48	6072 Palmdale	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$35.00	\$1,120.00	\$3,360.00
41.	Thorn	3.25	5260 Mace St.	22	32	\$55.00	\$1,760.00	\$5,280.00	\$48.75	\$1,560.00	\$4,680.00	\$50.00	\$1,600.00	\$4,800.00
42.	Westside Community	5.50	7400 High Ridge	22	32	\$55.00	\$1,760.00	\$5,280.00	\$82.50	\$2,640.00	\$7,920.00	\$165.00	\$5,280.00	\$15,840.00
43.	White Spur	3.20	4800 Love Rd.	22	32	\$55.00	\$1,760.00	\$5,280.00	\$48.00	\$1,536.00	\$4,608.00	\$75.00	\$2,400.00	\$7,200.00
44.	Zach White Elementary	1.80	4256 Roxbury Dr.	22	32	\$27.50	\$880.00	\$2,640.00	\$40.00	\$1,280.00	\$3,840.00	\$50.00	\$1,600.00	\$4,800.00
Total Group 2 (Items 1- 44)							\$57,200.00	\$171,600.00		\$71,696.00	\$215,088.00		\$91,520.00 Bidder's Total \$90,650.00	\$274,560.00 Bidder's Total \$271,950.00

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APPROVED BY: _____ /s/

DATE: 6/11/2021



**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

					Delgado's Repair and Maintenance			K Clean Sweep-Rite, Inc.			MG Evergreen LLC		
Group 3 Turf Medians					El Paso, TX Bidder 1 of 5			El Paso, TX Bidder 2 of 5			El Paso, TX Bidder 3 of 5		
ITEM No.	Park or Location Name	Size in acres	Address	Amount of Months for Growing Season (B)	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)
1.	Austin Triangle	0.42	3200 Hueco Ave.	7	\$128.00	\$896.00	\$2,688.00	\$100.00	\$700.00	\$2,100.00	\$200.00	\$1,400.00	\$4,200.00
2.	Baltimore Triangle	0.03	Baltimore/Park/Winter	7	\$128.00	\$896.00	\$2,688.00	\$60.00	\$420.00	\$1,260.00	\$200.00	\$1,400.00	\$4,200.00
3.	Bolton Circle	0.03	1606 Bolton Pl.	7	\$128.00	\$896.00	\$2,688.00	\$60.00	\$420.00	\$1,260.00	\$200.00	\$1,400.00	\$4,200.00
4.	Cincinnati Triangle	0.05	832 Park Rd.	7	\$128.00	\$896.00	\$2,688.00	\$60.00	\$420.00	\$1,260.00	\$200.00	\$1,400.00	\$4,200.00
5.	Coffin Median	0.15	401 Coffin Ave.	7	\$128.00	\$896.00	\$2,688.00	\$80.00	\$560.00	\$1,680.00	\$200.00	\$1,400.00	\$4,200.00
6.	Duke Circle	0.11	1122 Duke Ct.	7	\$128.00	\$896.00	\$2,688.00	\$80.00	\$560.00	\$1,680.00	\$200.00	\$1,400.00	\$4,200.00
7.	Flamingo Median	0.31	4161 N. Stanton St.	7	\$128.00	\$896.00	\$2,688.00	\$120.00	\$840.00	\$2,520.00	\$200.00	\$1,400.00	\$4,200.00
8.	Frankfort Triangle	0.14	3300 Frankfort Ave.	7	\$128.00	\$896.00	\$2,688.00	\$80.00	\$560.00	\$1,680.00	\$200.00	\$1,400.00	\$4,200.00
9.	Hastings Median	0.81	4604 Hastings Dr.	7	\$128.00	\$896.00	\$2,688.00	\$120.00	\$840.00	\$2,520.00	\$200.00	\$1,400.00	\$4,200.00
10.	Hueco Triangle	0.17	3500 Hueco Ave.	7	\$128.00	\$896.00	\$2,688.00	\$100.00	\$700.00	\$2,100.00	\$200.00	\$1,400.00	\$4,200.00
11.	Kern Median	0.07	913 Cincinnati Ave.	7	\$128.00	\$896.00	\$2,688.00	\$60.00	\$420.00	\$1,260.00	\$200.00	\$1,400.00	\$4,200.00
12.	Madeline Triangle	0.16	928 Park Rd.	7	\$128.00	\$896.00	\$2,688.00	\$100.00	\$700.00	\$2,100.00	\$200.00	\$1,400.00	\$4,200.00
13.	Pennsylvania Triangle	0.47	250 Pennsylvania Cir.	7	\$128.00	\$896.00	\$2,688.00	\$100.00	\$700.00	\$2,100.00	\$200.00	\$1,400.00	\$4,200.00
14.	Porfirio Diaz Median	0.21	Porfirio Diaz/Mundy/ Yandell	7	\$128.00	\$896.00	\$2,688.00	\$100.00	\$700.00	\$2,100.00	\$200.00	\$1,400.00	\$4,200.00
15.	Robinson Median	0.24	806 Coffin Ave.	7	\$128.00	\$896.00	\$2,688.00	\$100.00	\$700.00	\$2,100.00	\$200.00	\$1,400.00	\$4,200.00

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DATE: 6/11/2021



**CITY OF EL PASO
 BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
 Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
 Department: Streets & Maintenance**

					Delgado's Repair and Maintenance			K Clean Sweep-Rite, Inc.			MG Evergreen LLC		
Group 3 Turf Medians					El Paso, TX Bidder 1 of 5			El Paso, TX Bidder 2 of 5			El Paso, TX Bidder 3 of 5		
ITEM No.	Park or Location Name	Size in acres	Address	Amount of Months for Growing Season	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)
16.	San Juan Median	0.27	5701 Stephenson	7	\$128.00	\$896.00	\$2,688.00	\$100.00	\$700.00	\$2,100.00	\$200.00	\$1,400.00	\$4,200.00
17.	San Saba Median	0.28	314 San Angelo Pl.	7	\$128.00	\$896.00	\$2,688.00	\$100.00	\$700.00	\$2,100.00	\$200.00	\$1,400.00	\$4,200.00
18.	St. Johns Triangle	0.28	1621 St. Johns Dr.	7	\$128.00	\$896.00	\$2,688.00	\$100.00	\$700.00	\$2,100.00	\$200.00	\$1,400.00	\$4,200.00
19.	Stevens Median	0.06	1200 Alta St.	7	\$128.00	\$896.00	\$2,688.00	\$60.00	\$420.00	\$1,260.00	\$200.00	\$1,400.00	\$4,200.00
20.	Trowbridge Median	0.81	Raynolds to Radford	7	\$128.00	\$896.00	\$2,688.00	\$120.00	\$840.00	\$2,520.00	\$200.00	\$1,400.00	\$4,200.00
21.	Wainwright Circle	0.13	1407 Wainwright Dr.	7	\$128.00	\$896.00	\$2,688.00	\$80.00	\$560.00	\$1,680.00	\$200.00	\$1,400.00	\$4,200.00
22.	West Green Median	0.16	Saplinas to West Valley	7	\$128.00	\$896.00	\$2,688.00	\$80.00	\$560.00	\$1,680.00	\$200.00	\$1,400.00	\$4,200.00
23.	Wheeling Median	0.15	1820 Elm	7	\$128.00	\$896.00	\$2,688.00	\$80.00	\$560.00	\$1,680.00	\$200.00	\$1,400.00	\$4,200.00
24.	Yucca Median	0.50	5201 Yucca Place	7	\$128.00	\$896.00	\$2,688.00	\$100.00	\$700.00	\$2,100.00	\$200.00	\$1,400.00	\$4,200.00
25.	Austin Triangle	0.42	3200 Hueco Ave.	5	\$100.00	\$500.00	\$1,500.00	\$100.00	\$500.00	\$1,500.00	\$85.00	\$425.00	\$1,275.00
26.	Baltimore Triangle	0.03	Baltimore/Park/Winter	5	\$100.00	\$500.00	\$1,500.00	\$60.00	\$300.00	\$900.00	\$85.00	\$425.00	\$1,275.00
27.	Bolton Circle	0.03	1606 Bolton Pl.	5	\$100.00	\$500.00	\$1,500.00	\$60.00	\$300.00	\$900.00	\$85.00	\$425.00	\$1,275.00
28.	Cincinnati Triangle	0.05	832 Park Rd.	5	\$100.00	\$500.00	\$1,500.00	\$60.00	\$300.00	\$900.00	\$85.00	\$425.00	\$1,275.00
29.	Coffin Median	0.15	401 Coffin Ave.	5	\$100.00	\$500.00	\$1,500.00	\$80.00	\$400.00	\$1,200.00	\$85.00	\$425.00	\$1,275.00
30.	Duke Circle	0.11	1122 Duke Ct.	5	\$100.00	\$500.00	\$1,500.00	\$80.00	\$400.00	\$1,200.00	\$85.00	\$425.00	\$1,275.00

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DATE: 6/11/2021



**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

					Delgado's Repair and Maintenance			K Clean Sweep-Rite, Inc.			MG Evergreen LLC		
Group 3 Turf Medians					El Paso, TX Bidder 1 of 5			El Paso, TX Bidder 2 of 5			El Paso, TX Bidder 3 of 5		
ITEM No.	Park or Location Name	Size in acres	Address	Amount of Months for Growing Season	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)
31.	Flamingo Median	0.31	4161 N. Stanton St.	5	\$100.00	\$500.00	\$1,500.00	\$100.00	\$500.00	\$1,500.00	\$85.00	\$425.00	\$1,275.00
32.	Frankfort Triangle	0.14	3300 Frankfort Ave.	5	\$100.00	\$500.00	\$1,500.00	\$80.00	\$400.00	\$1,200.00	\$85.00	\$425.00	\$1,275.00
33.	Hastings Median	0.81	4604 Hastings Dr.	5	\$100.00	\$500.00	\$1,500.00	\$120.00	\$600.00	\$1,800.00	\$85.00	\$425.00	\$1,275.00
34.	Hueco Triangle	0.17	3500 Hueco Ave.	5	\$100.00	\$500.00	\$1,500.00	\$80.00	\$400.00	\$1,200.00	\$85.00	\$425.00	\$1,275.00
35.	Kern Median	0.07	913 Cincinnati Ave.	5	\$100.00	\$500.00	\$1,500.00	\$60.00	\$300.00	\$900.00	\$85.00	\$425.00	\$1,275.00
36.	Madeline Triangle	0.16	928 Park Rd.	5	\$100.00	\$500.00	\$1,500.00	\$80.00	\$400.00	\$1,200.00	\$85.00	\$425.00	\$1,275.00
37.	Pennsylvania Triangle	0.47	250 Pennsylvania Cir.	5	\$100.00	\$500.00	\$1,500.00	\$100.00	\$500.00	\$1,500.00	\$85.00	\$425.00	\$1,275.00
38.	Porfirio Diaz Median	0.21	Porfirio Diaz/Mundy/ Yandell	5	\$100.00	\$500.00	\$1,500.00	\$100.00	\$500.00	\$1,500.00	\$85.00	\$425.00	\$1,275.00
39.	Robinson Median	0.24	806 Coffin Ave.	5	\$100.00	\$500.00	\$1,500.00	\$100.00	\$500.00	\$1,500.00	\$85.00	\$425.00	\$1,275.00
40.	San Juan Median	0.27	5701 Stephenson	5	\$100.00	\$500.00	\$1,500.00	\$100.00	\$500.00	\$1,500.00	\$85.00	\$425.00	\$1,275.00
41.	San Saba Median	0.28	314 San Angelo Pl.	5	\$100.00	\$500.00	\$1,500.00	\$100.00	\$500.00	\$1,500.00	\$85.00	\$425.00	\$1,275.00
42.	St. Johns Triangle	0.28	1621 St. Johns Dr.	5	\$100.00	\$500.00	\$1,500.00	\$100.00	\$500.00	\$1,500.00	\$85.00	\$425.00	\$1,275.00
43.	Stevens Median	0.06	1200 Alta St.	5	\$100.00	\$500.00	\$1,500.00	\$60.00	\$300.00	\$900.00	\$85.00	\$425.00	\$1,275.00
44.	Trowbridge Median	0.81	Raynolds to Radford	5	\$100.00	\$500.00	\$1,500.00	\$120.00	\$600.00	\$1,800.00	\$85.00	\$425.00	\$1,275.00
45.	Wainwright Circle	0.13	1407 Wainwright Dr.	5	\$100.00	\$500.00	\$1,500.00	\$80.00	\$400.00	\$1,200.00	\$85.00	\$425.00	\$1,275.00

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DATE: 6/11/2021



**CITY OF EL PASO
 BID TABULATION FORM**



Project Name: Grounds Maintenance City Turf Medians And Mowing

Solicitation #: 2021-1156

Bid Opening Date: May 26, 2021

Department: Streets & Maintenance

					Delgado's Repair and Maintenance			K Clean Sweep-Rite, Inc.			MG Evergreen LLC		
					El Paso, TX Bidder 1 of 5			El Paso, TX Bidder 2 of 5			El Paso, TX Bidder 3 of 5		
Group 3 Turf Medians													
ITEM No.	Park or Location Name	Size in acres	Address	Amount of Months for Growing Season	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)
46.	West Green Median	0.16	Saplinas to West Valley	5	\$100.00	\$500.00	\$1,500.00	\$80.00	\$400.00	\$1,200.00	\$85.00	\$425.00	\$1,275.00
47.	Wheeling Median	0.15	1820 Elm	5	\$100.00	\$500.00	\$1,500.00	\$80.00	\$400.00	\$1,200.00	\$85.00	\$425.00	\$1,275.00
48.	Yucca Median	0.50	5201 Yucca Place	5	\$100.00	\$500.00	\$1,500.00	\$100.00	\$500.00	\$1,500.00	\$85.00	\$425.00	\$1,275.00
Group 3 – TOTAL (Items 1 – 48)						\$33,504.00	\$100,512.00		\$25,380.00 Bidder's Total \$25,240.00	\$76,140.00 Bidder's Total \$75,720.00		\$43,800.00	\$131,400.00

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DATE: 6/11/2021



**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

Group 4 Tree Bush Pruning/Removal			Delgado's Repair and Maintenance			K Clean Sweep-Rite, Inc.			MG Evergreen LLC		
			El Paso, TX Bidder 1 of 5			El Paso, TX Bidder 2 of 5			El Paso, TX Bidder 3 of 5		
ITEM No.	Service /Description	Estimated Quantities	Per Tree/Bush Amount (A)	Estimated Annual Amount (A x B) (B)	Estimated 3 Year Total (C x 3 years)	Per Tree/Bush Amount (A)	Estimated Annual Amount (A x B) (B)	Estimated 3 Year Total (C x 3 years)	Per Tree/Bush Amount (A)	Estimated Annual Amount (A x B) (B)	Estimated 3 Year Total (C x 3 years)
1.	Pruning Tree/Bush(0 to 12 in trunk diameter)	100	\$27.50	\$2,750.00	\$8,250.00	\$25.00	\$2,500.00	\$7,500.00	\$35.00	\$3,500.00	\$10,500.00
2.	Pruning Tree/Bush(12 to 24 in trunk diameter)	100	\$55.00	\$5,500.00	\$16,500.00	\$35.00	\$3,500.00	\$10,500.00	\$50.00	\$5,000.00	\$15,000.00
3.	Pruning Tree/Bush (larger than 24 in trunk diameter)	100	\$82.50	\$8,250.00	\$24,750.00	\$45.00	\$4,500.00	\$13,500.00	\$100.00	\$10,000.00	\$30,000.00
4.	Removal Tree/Bush (0 to 12 in trunk diameter)	100	\$110.00	\$11,000.00	\$33,000.00	\$75.00	\$7,500.00	\$22,500.00	\$175.00	\$17,500.00	\$52,500.00
5.	Removal Tree/Bush (12 to 24 in trunk diameter)	100	\$150.00	\$15,000.00	\$45,000.00	\$125.00	\$12,500.00	\$37,500.00	\$300.00	\$30,000.00	\$90,000.00
6.	Removal Tree/Bush (larger than 24 in trunk diameter)	100	\$200.00	\$20,000.00	\$60,000.00	\$175.00	\$17,500.00	\$52,500.00	\$500.00	\$50,000.00	\$150,000.00
GROUP 4 – TOTAL (Items 1 – 6)				\$62,500.00	\$187,500.00		\$48,000.00	\$144,000.00		\$116,000.00	\$348,000.00 Bidder's Total \$216,000.00

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DATE: 6/11/2021



**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

	Delgado's Repair and Maintenance El Paso, TX Bidder 1 of 5	K Clean Sweep-Rite, Inc. El Paso, TX Bidder 2 of 5	MG Evergreen LLC El Paso, TX Bidder 3 of 5
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u>			
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:			
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
NO OPTION OFFERED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMENDMENTS ACKNOWLEDGED:	Yes	Yes	Yes
BIDS SOLICITED: 48 LOCAL BIDS SOLICITED: 11 BIDS RECEIVED: 5 LOCAL BIDS RECEIVED: 5 NO BID: 0			

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APPROVED BY: _____ /s/

DATE: 6/11/2021



**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

Group 1 Park Site Mowing						Stiles General Contractors, LLC El Paso, TX Bidder 4 of 5			Tree D's Landscaping & Ground Maintenance Inc. El Paso, TX Bidder 5 of 5					
ITEM No.	Park or Location Name	Size in acres	Address	ESTIMATED ANNUAL QUANTITY		Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)			
				MIN	MAX (A)									
1.	Arbor Green	0.40	3127 Manny Aguilera Dr.	22	32	\$35.00	\$1,120.00	\$3,360.00	\$35.00	\$1,120.00	\$3,360.00			
2.	Burning Mesquite	9.80	12547 Cevalia Ave.	22	32	\$220.00	\$7,040.00	\$21,120.00	\$230.00	\$7,360.00	\$22,080.00			
3.	Coyote Cave	2.00	14337 Arabian Point Ave.	22	32	\$50.00	\$1,600.00	\$4,800.00	\$55.00	\$1,760.00	\$5,280.00			
4.	Gran Vista	1.00	1157 Montera Rd.	22	32	\$35.00	\$1,120.00	\$3,360.00	\$40.00	\$1,280.00	\$3,840.00			
5.	Green Lilac	0.75	1016 Green Lilac Cir.	22	32	\$35.00	\$1,120.00	\$3,360.00	\$40.00	\$1,280.00	\$3,840.00			
6.	Hunter Creek	0.73	14260 Hunter Creek Dr.	22	32	\$35.00	\$1,120.00	\$3,360.00	\$40.00	\$1,280.00	\$3,840.00			
7.	Indian Heights	0.10	3209 White Bird Dr.	22	32	\$25.00	\$800.00	\$2,400.00	\$30.00	\$960.00	\$2,880.00			
8.	Indian Ridge #9	1.00	3440 Pendleton	22	32	\$35.00	\$1,120.00	\$3,360.00	\$40.00	\$1,280.00	\$3,840.00			
9.	John Lyons	4.50	11510 Cheryl Ladd	22	32	\$105.00	\$3,360.00	\$10,080.00	\$105.00	\$3,360.00	\$10,080.00			
10.	Lionel Forti	21.00	7735 Phoenix Ave.	22	32	\$350.00	\$11,200.00	\$33,600.00	\$360.00	\$11,520.00	\$34,560.00			
11.	Pecan Grove 1	0.15	9130 Sweet Acacia Ln.	22	32	\$25.00	\$800.00	\$2,400.00	\$25.00	\$800.00	\$2,400.00			
12.	Pecan Grove 2	0.60	9100 Betel	22	32	\$25.00	\$800.00	\$2,400.00	\$30.00	\$960.00	\$2,880.00			
13.	Piedra Volcanica	3.00	12333 Tierra Volcan Ave.	22	32	\$75.00	\$2,400.00	\$7,200.00	\$80.00	\$2,560.00	\$7,680.00			
14.	Stone Rock (TDE 61)	5.90	14241 Strata Rock Dr.	22	32	\$140.00	\$4,480.00	\$13,440.00	\$145.00	\$4,640.00	\$13,920.00			
15.	Sunny Brook (TDE 18)	3.58	14577 Alton Oaks Ave.	22	32	\$80.00	\$2,560.00	\$7,680.00	\$80.00	\$2,560.00	\$7,680.00			

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**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

Group 1 Park Site Mowing					Stiles General Contractors, LLC El Paso, TX Bidder 4 of 5			Tree D's Landscaping & Ground Maintenance Inc. El Paso, TX Bidder 5 of 5						
ITEM No.	Park or Location Name	Size in acres	Address	ESTIMATED ANNUAL QUANTITY		Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)			
				MIN	MAX (A)									
16.	Tyrone	1.15	3301 Tyrone Rd.	22	32	\$40.00	\$1,280.00	\$3,840.00	\$45.00	\$1,440.00	\$4,320.00			
17.	Ventanas Cove (Ventanas #1)	4.96	3186 Blue Dirt Cir.	22	32	\$100.00	\$3,200.00	\$9,600.00	\$100.00	\$3,200.00	\$9,600.00			
18.	Ventanas Destiny (Ventanas #2)	4.80	3184 Rustic Hidden Dr.	22	32	\$90.00	\$2,880.00	\$8,640.00	\$95.00	\$3,040.00 Bidder's Total \$2,880.00	\$9,120.00 Bidder's Total \$8,640.00			
19.	Ventanas Spring (Ventanas #3)	5.06	3112 Spring Willow Drive	22	32	\$110.00	\$3,520.00	\$10,560.00	\$110.00	\$3,520.00	\$10,560.00			
20.	Ventanas Willow (Ventanas #4)	4.70	3210 Spring Willow Drive	22	32	\$100.00	\$3,200.00	\$9,600.00	\$100.00	\$3,200.00	\$9,600.00			
21.	West Texas Estates	1.30	12746 Valentine	22	32	\$35.00	\$1,120.00	\$3,360.00	\$40.00	\$1,280.00	\$3,840.00			
22.	Arlington	7.20	10350 Pasadena Cir.	22	32	\$180.00	\$5,760.00	\$17,280.00	\$200.00	\$6,400.00	\$19,200.00			
23.	Barron	2.19	11101 Rogers Hornsby	22	32	\$60.00	\$1,920.00	\$5,760.00	\$60.00	\$1,920.00	\$5,760.00			
24.	Brisa Del Este	5.07	3701 Loma Esther Dr.	22	32	\$110.00	\$3,520.00	\$10,560.00	\$110.00	\$3,520.00	\$10,560.00			
25.	Chester Jordan	8.50	3500 Nolan Richardson	22	32	\$180.00	\$5,760.00	\$17,280.00	\$190.00	\$6,080.00	\$18,240.00			
26.	Colonia Verde	1.80	5452 Ketchikan	22	32	\$50.00	\$1,600.00	\$4,800.00	\$55.00	\$1,760.00	\$5,280.00			
27.	Dreamland	3.85	5900 Marlin Dr.	22	32	\$85.00	\$2,720.00	\$8,160.00	\$90.00	\$2,880.00	\$8,640.00			
28.	Eddie "Hirby" Beard	2.67	14440 Vincent Kalel	22	32	\$70.00	\$2,240.00	\$6,720.00	\$70.00	\$2,240.00	\$6,720.00			
29.	Franklin	2.01	4701 Ramon Vega Ln	22	32	\$50.00	\$1,600.00	\$4,800.00	\$60.00	\$1,920.00	\$5,760.00			
30.	Grandview	8.50	6050 Quail Ave	22	32	\$195.00	\$6,240.00	\$18,720.00	\$200.00	\$6,400.00	\$19,200.00			

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**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

Group 1 Park Site Mowing						Stiles General Contractors, LLC			Tree D's Landscaping & Ground Maintenance Inc.					
						El Paso, TX Bidder 4 of 5			El Paso, TX Bidder 5 of 5					
ITEM No.	Park or Location Name	Size in acres	Address	ESTIMATED ANNUAL QUANTITY		Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)			
				MIN	MAX (A)									
31.	Grandview	10.00	3100 Jefferson Ave.	22	32	\$220.00	\$7,040.00	\$21,120.00	\$220.00	\$7,040.00	\$21,120.00			
32.	Honey Mesquite	0.82	11601 Mesquite Miel Dr.	22	32	\$50.00	\$1,600.00	\$4,800.00	\$50.00	\$1,600.00	\$4,800.00			
33.	Hueco Estates 1	1.10	12870 Hueco Sands Ct.	22	32	\$50.00	\$1,600.00	\$4,800.00	\$55.00	\$1,760.00	\$5,280.00			
34.	Hueco Estates 2	0.99	12910 Hueco Sands Ct.	22	32	\$40.00	\$1,280.00	\$3,840.00	\$50.00	\$1,600.00	\$4,800.00			
35.	Hueco Mountain	0.69	11824 Vitex Cir.	22	32	\$35.00	\$1,120.00	\$3,360.00	\$40.00	\$1,280.00	\$3,840.00			
36.	Johnson Basin	1.25	3300 Lincoln Ave.	22	32	\$60.00	\$1,920.00	\$5,760.00	\$60.00	\$1,920.00	\$5,760.00			
37.	Jorge Montalvo	6.50	6500 Tiger Eye Dr.	22	32	\$110.00	\$3,520.00	\$10,560.00	\$110.00	\$3,520.00	\$10,560.00			
38.	Loma Chica	1.23	4061 Loma Dante Dr.	22	32	\$45.00	\$1,440.00	\$4,320.00	\$50.00	\$1,600.00	\$4,800.00			
39.	Mesquite Bush	1.05	11737 Mesquite Bush Dr.	22	32	\$45.00	\$1,440.00	\$4,320.00	\$50.00	\$1,600.00	\$4,800.00			
40.	Mesquite Hills Park	2.30	11905 Auburn Sand	22	32	\$60.00	\$1,920.00	\$5,760.00	\$60.00	\$1,920.00	\$5,760.00			
41.	Milagro	2.50	5310 Annette Ave	22	32	\$60.00	\$1,920.00	\$5,760.00	\$65.00	\$2,080.00	\$6,240.00			
42.	Mountain View	5.60	8400 Diana Dr.	22	32	\$110.00	\$3,520.00	\$10,560.00	\$110.00	\$3,520.00	\$10,560.00			
43.	Nolan Richardson Rec Center	2.35	4435 Maxwell	22	32	\$80.00	\$2,560.00	\$7,680.00	\$85.00	\$2,720.00	\$8,160.00			
44.	North Skies (Mesquite Hills 7)	8.37	7073 Copper Town Dr.	22	32	\$185.00	\$5,920.00	\$17,760.00	\$190.00	\$6,080.00	\$18,240.00			
45.	Northern Lights North (Tres Palmas)	1.37	11621 Dyer St.	22	32	\$40.00	\$1,280.00	\$3,840.00	\$40.00	\$1,280.00	\$3,840.00			

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**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

Group 1 Park Site Mowing					Stiles General Contractors, LLC			Tree D's Landscaping & Ground Maintenance Inc.						
					El Paso, TX Bidder 4 of 5			El Paso, TX Bidder 5 of 5						
ITEM No.	Park or Location Name	Size in acres	Address	ESTIMATED ANNUAL QUANTITY		Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)			
				MIN	MAX (A)									
46.	Northern Lights North (Tres Palmas)	1.13	11601 Dyer St.	22	32	\$35.00	\$1,120.00	\$3,360.00	\$40.00	\$1,280.00	\$3,840.00			
47.	Sgt Jesus Roberto Vasquez USMC	5.80	12930 GR Campuzano	22	32	\$95.00	\$3,040.00	\$9,120.00	\$100.00	\$3,200.00	\$9,600.00			
48.	Skyline Youth	23.50	5050 Yvette Ave.	22	32	\$300.00	\$9,600.00	\$28,800.00	\$350.00	\$11,200.00	\$33,600.00			
49.	Spanish Castle	6.74	14601 Ginger Kerrick Ave.	22	32	\$150.00	\$4,800.00	\$14,400.00 Bidder's Total \$1,400.00	\$140.00	\$4,480.00	\$13,440.00			
50.	Student Memorial	1.00	9425 Vicksburg Dr.	22	32	\$40.00	\$1,280.00	\$3,840.00	\$40.00	\$1,280.00	\$3,840.00			
51.	Sue Young	23.00	9730 Diana	22	32	\$300.00	\$9,600.00	\$28,800.00	\$320.00	\$10,240.00	\$30,720.00			
52.	Summerlin	1.50	6951 Firebrush Dr.	22	32	\$50.00	\$1,600.00	\$4,800.00	\$50.00	\$1,600.00	\$4,800.00			
53.	Sunrise	6.50	3800 Sunrise Ave.	22	32	\$150.00	\$4,800.00	\$14,400.00	\$150.00	\$4,800.00	\$14,400.00			
54.	Sweet Dream	1.85	14417 Alyssa Marie Dr.	22	32	\$60.00	\$1,920.00	\$5,760.00	\$65.00	\$2,080.00	\$6,240.00			
55.	Tierra Vista	1.39	14653 Oldenberg Court	22	32	\$60.00	\$1,920.00	\$5,760.00	\$60.00	\$1,920.00	\$5,760.00 Bidder's Total \$12,000.00			
56.	Tim Foster	5.00	14401 Smokey Point Dr.	22	32	\$120.00	\$3,840.00	\$11,520.00	\$125.00	\$4,000.00	\$12,000.00 Bidder's Total \$17,760.00			
57.	Todd Ware	7.40	4600 Stahala Dr.	22	32	\$180.00	\$5,760.00	\$17,280.00	\$185.00	\$5,920.00	\$17,760.00 Bidder's Total \$1,760.00			
58.	Wellington Chew	1.50	4430 Maxwell Ave.	22	32	\$50.00	\$1,600.00	\$4,800.00	\$60.00	\$1,920.00	\$5,760.00			
59.	Ylairam Ruby Morgan	2.00	12961 Enrique Gomez Dr.	22	32	\$50.00	\$1,600.00	\$4,800.00	\$60.00	\$1,920.00	\$5,760.00			
Totals Group 1 (Items 1-59)							\$177,760.00	\$533,280.00		\$186,880.00 Bidder's Total \$187,200.00	\$560,640.00 Bidder's Total \$561,600.00			

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**CITY OF EL PASO
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**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

					Stiles General Contractors, LLC			Tree D's Landscaping & Ground Maintenance Inc.					
Group 2 Park Site Mowing					El Paso, TX Bidder 4 of 5			El Paso, TX Bidder 5 of 5					
ITEM No.	Park or Location Name	Size in acres	Address	ESTIMATED ANNUAL QUANTITY		Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)		
				MIN	MAX (A)								
1.	Alethea	1.70	801 Stockwell Ln.	22	32	\$80.00	\$2,560.00	\$7,680.00	\$85.00	\$2,720.00	\$8,160.00		
2.	Autumn Sage (Cimarron Sage #1)	0.48	7340 Black Sage Dr.	22	32	\$50.00	\$1,600.00	\$4,800.00	\$50.00	\$1,600.00	\$4,800.00		
3.	Bartlett	2.50	500 Bartlett Dr	22	32	\$80.00	\$2,560.00	\$7,680.00	\$85.00	\$2,720.00	\$8,160.00		
4.	Borderland	0.55	6327 Modesta	22	32	\$40.00	\$1,280.00	\$3,840.00	\$45.00	\$1,440.00	\$4,320.00		
5.	Braden Aboud	10.00	4325 River Bend Dr.	22	32	\$300.00	\$9,600.00	\$28,800.00	\$310.00	\$9,920.00	\$29,760.00		
6.	Buena Vista	1.10	420 Nopal Ave	22	32	\$60.00	\$1,920.00	\$5,760.00	\$60.00	\$1,920.00	\$5,760.00		
7.	Carruso	0.18	720 Prospect St	22	32	\$30.00	\$960.00	\$2,880.00	\$35.00	\$1,120.00	\$3,360.00		
8.	Cimarron	1.31	7449 Northern Pass Dr	22	32	\$80.00	\$2,560.00	\$7,680.00	\$80.00	\$2,560.00	\$7,680.00		
9.	Cimarron Cove	0.73	6935 Cactus Thrush Dr.	22	32	\$60.00	\$1,920.00	\$5,760.00	\$60.00	\$1,920.00	\$5,760.00		
10.	Cimarron Sage #2	1.39	7380 Via Canutillo Dr	22	32	\$80.00	\$2,560.00	\$7,680.00	\$80.00	\$2,560.00	\$7,680.00		
11.	Cleveland Square Plaza	0.60	510 North Santa Fe	22	32	\$45.00	\$1,440.00	\$4,320.00	\$40.00	\$1,280.00	\$3,840.00		
12.	Coach Jack D. Quarles	1.63	4000 Little Ln.	22	32	\$70.00	\$2,240.00	\$6,720.00	\$70.00	\$2,240.00	\$6,720.00		
13.	Crestmont	6.50	515 Chermont Dr.	22	32	\$160.00	\$5,120.00	\$15,360.00	\$170.00	\$5,440.00	\$16,320.00		
14.	Desert Vista	0.81	7540 Dewberry Dr.	22	32	\$45.00	\$1,440.00	\$4,320.00	\$45.00	\$1,440.00	\$4,320.00		

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					El Paso, TX Bidder 4 of 5			El Paso, TX Bidder 5 of 5						
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				MIN	MAX (A)									
15	Left Blank Intentionally													
16.	Doniphan	0.33	1800 W. Paisano Dr.	22	32	\$40.00	\$1,280.00	\$3,840.00	\$40.00	\$1,280.00 Bidder's Price \$1,440.00	\$3,840.00 Bidder's Price \$4,320.00			
17.	Dunn	0.20	1501 N. El Paso St.	22	32	\$40.00	\$1,280.00	\$3,840.00	\$40.00	\$1,280.00 Bidder's Price \$1,440.00	\$3,840.00 Bidder's Price \$4,320.00			
18.	Esmeralda	3.15	720 Esmeralda Amendariz	22	32	\$80.00	\$2,560.00	\$7,680.00	\$85.00	\$2,720.00	\$8,160.00			
19.	Francisco Delgado	4.20	7020 Imperial Ridge Dr.	22	32	\$105.00	\$3,360.00	\$10,080.00	\$110.00	\$3,520.00	\$10,560.00			
20.	Franklin Hills #8	0.33	6112 Franklin Dove Ave.	22	32	\$40.00	\$1,280.00	\$3,840.00	\$40.00	\$1,280.00 Bidder's Price \$1,440.00	\$3,840.00 Bidder's Price \$4,320.00			
21.	Galatzan	8.00	650 Wallenberg Dr.	22	32	\$195.00	\$6,240.00	\$18,720.00	\$200.00	\$6,400.00	\$19,200.00			
22.	H.T. Ponsford	4.80	6201 Marcena St.	22	32	\$100.00	\$3,200.00	\$9,600.00	\$100.00	\$3,200.00	\$9,600.00			
23.	Inca Dove	2.07	955 Grandevole Dr.	22	32	\$50.00	\$1,600.00	\$4,800.00	\$50.00	\$1,600.00	\$4,800.00			
24.	Irwin J. Lambka	12.20	6600 Cloudview	22	32	\$250.00	\$8,000.00	\$24,000.00	\$260.00	\$8,320.00	\$24,960.00			
25.	James Schwitters Family	0.15	6200 Fiesta Drive	22	32	\$30.00	\$960.00	\$2,880.00	\$35.00	\$1,120.00	\$3,360.00			
26.	John R. Karr	0.86	631 Stewart Ct.	22	32	\$40.00	\$1,280.00	\$3,840.00	\$40.00	\$1,280.00	\$3,840.00			
27.	La Puesta del Sol	0.35	365 Bells Corner Ave.	22	32	\$40.00	\$1,280.00	\$3,840.00	\$40.00	\$1,280.00	\$3,840.00			
28.	Linda Daw Hudson	0.70	1100 Franklin Hills Dr	22	32	\$40.00	\$1,280.00	\$3,840.00	\$45.00	\$1,440.00	\$4,320.00			
29.	Lomas Del Sol	0.90	6600 Parque del Sol Dr.	22	32	\$40.00	\$1,280.00	\$3,840.00	\$50.00	\$1,600.00	\$4,800.00			
30.	Mary Frances Keisling	8.00	651 Gomez Rd	22	32	\$180.00	\$5,760.00	\$17,280.00	\$190.00	\$6,080.00	\$18,240.00			

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**CITY OF EL PASO
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**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

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Group 2 Park Site Mowing						Stiles General Contractors, LLC El Paso, TX Bidder 4 of 5			Tree D's Landscaping & Ground Maintenance Inc. El Paso, TX Bidder 5 of 5					
ITEM No.	Park or Location Name	Size in acres	Address	ESTIMATED ANNUAL QUANTITY		Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Price Per Service (B)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)			
				MIN	MAX (A)									
31.	Montoya Heights	1.00	340 Coates	22	32	\$40.00	\$1,280.00	\$3,840.00	\$45.00	\$1,440.00	\$4,320.00			
32.	Mundy	1.50	500 Porfirio Diaz St.	22	32	\$45.00	\$1,440.00	\$4,320.00	\$50.00	\$1,600.00	\$4,800.00			
33.	Pacific	1.75	3905 Hidden Way	22	32	\$50.00	\$1,600.00	\$4,800.00	\$50.00	\$1,600.00	\$4,800.00			
34.	Palo Verde	1.50	6260 Dew Dr.	22	32	\$50.00	\$1,600.00	\$4,800.00	\$50.00	\$1,600.00	\$4,800.00			
35.	Park Hills	3.00	1001 Calle Parque	22	32	\$90.00	\$2,880.00	\$8,640.00	\$100.00	\$3,200.00	\$9,600.00			
36.	Paul Harvey	7.90	6220 Belton Rd	22	32	\$170.00	\$5,440.00	\$16,320.00	\$180.00	\$5,760.00	\$17,280.00			
37.	River Park West	0.90	713 Dakota River	22	32	\$40.00	\$1,280.00	\$3,840.00	\$40.00	\$1,280.00	\$3,840.00			
38.	Snow Heights	1.40	311 Fountain	22	32	\$50.00	\$1,600.00	\$4,800.00	\$50.00	\$1,600.00	\$4,800.00			
39.	South Dakota	3.00	6811 South Dakota	22	32	\$75.00	\$2,400.00	\$7,200.00	\$80.00	\$2,560.00	\$7,680.00			
40.	Sunset View	1.48	6072 Palmdale	22	32	\$50.00	\$1,600.00	\$4,800.00	\$60.00	\$1,920.00	\$5,760.00			
41.	Thorn	3.25	5260 Mace St.	22	32	\$80.00	\$2,560.00	\$7,680.00	\$80.00	\$2,560.00	\$7,680.00			
42.	Westside Community	5.50	7400 High Ridge	22	32	\$150.00	\$4,800.00	\$14,400.00	\$160.00	\$5,120.00	\$15,360.00			
43.	White Spur	3.20	4800 Love Rd.	22	32	\$80.00	\$2,560.00	\$7,680.00	\$80.00	\$2,560.00	\$7,680.00			
44.	Zach White Elementary	1.80	4256 Roxbury Dr.	22	32	\$60.00	\$1,920.00	\$5,760.00	\$60.00	\$1,920.00	\$5,760.00			
Total Group 2 (Items 1- 44)							\$111,360.00	\$334,080.00		\$120,320.00 Bidder's Price \$116,000.00	\$360,960.00 Bidder's Price \$348,000.00			

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APPROVED BY: _____ /s/

DATE: 6/11/2021



**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

Group 3 Turf Medians					Stiles General Contractors, LLC El Paso, TX Bidder 4 of 5			Tree D's Landscaping & Ground Maintenance Inc. El Paso, TX Bidder 5 of 5					
ITEM No.	Park or Location Name	Size in acres	Address	Amount of Months for Growing Season (B)	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)			
1.	Austin Triangle	0.42	3200 Hueco Ave.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
2.	Baltimore Triangle	0.03	Baltimore/Park/Winter	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
3.	Bolton Circle	0.03	1606 Bolton Pl.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
4.	Cincinnati Triangle	0.05	832 Park Rd.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
5.	Coffin Median	0.15	401 Coffin Ave.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
6.	Duke Circle	0.11	1122 Duke Ct.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
7.	Flamingo Median	0.31	4161 N. Stanton St.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
8.	Frankfort Triangle	0.14	3300 Frankfort Ave.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
9.	Hastings Median	0.81	4604 Hastings Dr.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
10.	Hueco Triangle	0.17	3500 Hueco Ave.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
11.	Kern Median	0.07	913 Cincinnati Ave.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
12.	Madeline Triangle	0.16	928 Park Rd.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
13.	Pennsylvania Triangle	0.47	250 Pennsylvania Cir.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
14.	Porfirio Diaz Median	0.21	Porfirio Diaz/Mundy/Yandell	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
15.	Robinson Median	0.24	806 Coffin Ave.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			

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DATE: 6/11/2021



**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

Group 3 Turf Medians					Stiles General Contractors, LLC El Paso, TX Bidder 4 of 5			Tree D's Landscaping & Ground Maintenance Inc. El Paso, TX Bidder 5 of 5					
ITEM No.	Park or Location Name	Size in acres	Address	Amount of Months for Growing Season	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)			
16.	San Juan Median	0.27	5701 Stephenson	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
17.	San Saba Median	0.28	314 San Angelo Pl.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
18.	St. Johns Triangle	0.28	1621 St. Johns Dr.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
19.	Stevens Median	0.06	1200 Alta St.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
20.	Trowbridge Median	0.81	Raynolds to Radford	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
21.	Wainwright Circle	0.13	1407 Wainwright Dr.	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
22.	West Green Median	0.16	Saplinas to West Valley	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
23.	Wheeling Median	0.15	1820 Elm	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
24.	Yucca Median	0.50	5201 Yucca Place	7	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
25.	Austin Triangle	0.42	3200 Hueco Ave.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
26.	Baltimore Triangle	0.03	Baltimore/Park/Winter	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
27.	Bolton Circle	0.03	1606 Bolton Pl.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
28.	Cincinnati Triangle	0.05	832 Park Rd.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
29.	Coffin Median	0.15	401 Coffin Ave.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
30.	Duke Circle	0.11	1122 Duke Ct.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			

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**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

Group 3 Turf Medians					Stiles General Contractors, LLC			Tree D's Landscaping & Ground Maintenance Inc.					
					El Paso, TX Bidder 4 of 5			El Paso, TX Bidder 5 of 5					
ITEM No.	Park or Location Name	Size in acres	Address	Amount of Months for Growing Season	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)			
31.	Flamingo Median	0.31	4161 N. Stanton St.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
32.	Frankfort Triangle	0.14	3300 Frankfort Ave.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
33.	Hastings Median	0.81	4604 Hastings Dr.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
34.	Hueco Triangle	0.17	3500 Hueco Ave.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
35.	Kern Median	0.07	913 Cincinnati Ave.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
36.	Madeline Triangle	0.16	928 Park Rd.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
37.	Pennsylvania Triangle	0.47	250 Pennsylvania Cir.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
38.	Porfirio Diaz Median	0.21	Porfirio Diaz/Mundy/ Yandell	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
39.	Robinson Median	0.24	806 Coffin Ave.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
40.	San Juan Median	0.27	5701 Stephenson	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
41.	San Saba Median	0.28	314 San Angelo Pl.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
42.	St. Johns Triangle	0.28	1621 St. Johns Dr.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
43.	Stevens Median	0.06	1200 Alta St.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
44.	Trowbridge Median	0.81	Raynolds to Radford	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
45.	Wainwright Circle	0.13	1407 Wainwright Dr.	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			

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DATE: 6/11/2021



**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

Group 3 Turf Medians					Stiles General Contractors, LLC El Paso, TX Bidder 4 of 5			Tree D's Landscaping & Ground Maintenance Inc. El Paso, TX Bidder 5 of 5					
ITEM No.	Park or Location Name	Size in acres	Address	Amount of Months for Growing Season	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)	Growing Season (Monthly Amount) (A)	Estimated Annual Amount (A x B) (C)	Estimated 3 Year Total (C x 3 years) (D)			
46.	West Green Median	0.16	Saplinas to West Valley	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
47.	Wheeling Median	0.15	1820 Elm	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
48.	Yucca Median	0.50	5201 Yucca Place	5	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank	Left Blank			
Group 3 – TOTAL (Items 1 – 48)						Left Blank	Left Blank		Left Blank	Left Blank			

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APPROVED BY: _____ /s/

DATE: 6/11/2021



**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

Group 4 Tree Bush Pruning/Removal			Stiles General Contractors, LLC El Paso, TX Bidder 4 of 5			Tree D's Landscaping & Ground Maintenance Inc. El Paso, TX Bidder 5 of 5					
ITEM No.	Service /Description	Estimated Quantities	Per Tree/Bush Amount (A)	Estimated Annual Amount (A x B) (B)	Estimated 3 Year Total (C x 3 years) (C)	Per Tree/Bush Amount (A)	Estimated Annual Amount (A x B) (B)	Estimated 3 Year Total (C x 3 years) (C)			
1.	Pruning Tree/Bush(0 to 12 in trunk diameter)	100	\$45.00	\$4,500.00	\$13,500.00	\$60.00	\$6,000.00	\$18,000.00			
2.	Pruning Tree/Bush(12 to 24 in trunk diameter)	100	\$60.00	\$6,000.00	\$18,000.00	\$75.00	\$7,500.00	\$22,500.00			
3.	Pruning Tree/Bush (larger than 24 in trunk diameter)	100	\$80.00	\$8,000.00	\$24,000.00	\$80.00	\$8,000.00	\$24,000.00			
4.	Removal Tree/Bush (0 to 12 in trunk diameter)	100	\$200.00	\$20,000.00	\$60,000.00	\$220.00	\$22,000.00	\$66,000.00			
5.	Removal Tree/Bush (12 to 24 in trunk diameter)	100	\$300.00	\$30,000.00	\$90,000.00	\$350.00	\$35,000.00 Bidder's Price \$25,000.00	\$105,000.00 Bidder's Price \$75,000.00			
6.	Removal Tree/Bush (larger than 24 in trunk diameter)	100	\$500.00	\$50,000.00	\$150,000.00	\$600.00	\$60,000.00	\$180,000.00			
GROUP 4 – TOTAL (Items 1 – 6)				\$118,500.00	\$355,500.00		\$138,500.00 Bidder's Price \$128,500.00	\$415,500.00 Bidder's Price \$385,500.00			

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**CITY OF EL PASO
BID TABULATION FORM**



**Project Name: Grounds Maintenance City Turf Medians And Mowing
Bid Opening Date: May 26, 2021**

**Solicitation #: 2021-1156
Department: Streets & Maintenance**

	Stiles General Contractors, LLC El Paso, TX Bidder 4 of 5	Tree D's Landscaping & Ground Maintenance Inc. El Paso, TX Bidder 5 of 5	
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u>			
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.			
BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:			
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO OPTION OFFERED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMENDMENTS ACKNOWLEDGED:	Yes	Yes	
BIDS SOLICITED: 48 LOCAL BIDS SOLICITED: 11 BIDS RECEIVED: 5 LOCAL BIDS RECEIVED: 5 NO BID: 0			

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: 6/11/2021

SOLICITATION 2021-1156 BIDDERS LIST

MG Evergreen LLC.
9701 Eastridge
El Paso, TX 79925
Attn: Mario A. Gonzalez

Guma Services LLC dba Bright Growing
Landscape and Maintenance
1201 N. El Paso, Apt 5
El Paso, TX 79902

Abescape Landscaping and Irrigation
1751 Glen Campell Dr..
El Paso, TX 79936

Prime Irrigation & Landscaping
5438 Gateway East
El Paso, TX 79905
Attn: Mr. Ricardo Gutierrez

Ransom Lawn Service, Inc
1315 Magoffin Ave.
El Paso, TX 79901
Ms. Pattie Fell

Border TM Ind. Db a Xceed Resources
201 N. Clark
El Paso, TX 79905
Mr. Everardo M. Sanchez

Mainscape, Inc
13418 Britton Park Rd.
Fisher IN 46038
Attn: Jill Dougherty

Green Scene
5918 Brook Hollow Dr.
El Paso, TX 79925
915 594-2900

Blazing Property Services
9011 Belk St.
El Paso, TX 79904
Attn: Paulina Keller

Delgado's Repair and Maintenance
12437 Kari Anne Dr.
El Paso, TX 79928
Attn: Alberto Delgado

SR. Landscaping
1216 Prairie Dr.
El Paso, TX 79925

West Texas Landscaping & Lawn
Maintenance
3005 Daisy St.
El Paso, TX 79925

Superior Green Turf
9715 Carnegie Ave.
El Paso, TX 79925

Ransom Lawn Service Inc.
1315 Magoffin Ave.
El Paso, TX 79901

Daniel's Tree & Landscaping Inc.
9908 Cork Dr.
El Paso, TX 79925



Grounds Maintenance City Turf Medians and Mowing

2021-1156

August 3, 2021

Richard Bristol, Director – Streets and Maintenance Department

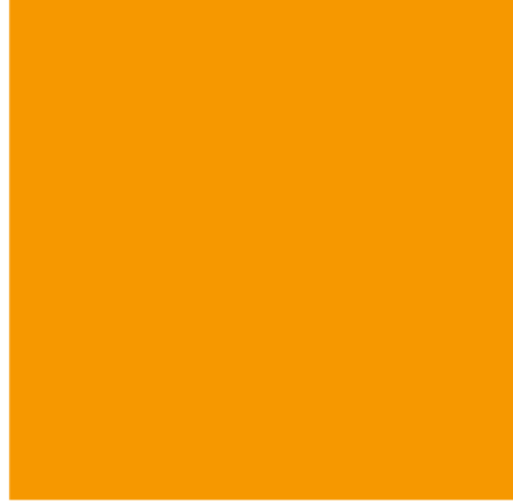




Strategic Plan Goal:

7) Enhance and Sustain El Paso's Infrastructure Network

7.2) Improve Competitiveness through infrastructure improvements impacting the quality of life



Purpose of Procurement

- Enable the City to enter into a contract with MG Evergreen to provide Turf Median Maintenance, Mowing and Tree/Bush Pruning/Removal services for City Medians and Parks.
- The mowing of grass on medians and in Parks is necessary so that areas are kept clean, neat, uniform and most importantly safe for citizens to enjoy recreationally. The tree and bush pruning and removal services are used when it is determined that the service cannot be done in house.
- Service is seasonal and occurs mostly in the warmer months, March through October





2021-1156 Grounds Maintenance City Turf Medians and Mowing

Contractor	MG Evergreen
Estimated Award	Total Estimated Award: \$2,133,400.00 (3) year award - \$1,280,040.00 (2) Year optional award \$853,360.00
Funding Source	Environmental Fee – Groundskeeping Horti Contracts
Account No.	451-2305-522210-51295-P5120



Mission

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

Values

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





File #: 21-785, 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

El Paso Water, Arturo Duran, (915) 594-5549

AGENDA LANGUAGE:

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

An Ordinance amending the Ordinance authorizing the issuance of City of El Paso, Texas, Water and Sewer Commercial Paper Notes, Series A; approving and authorizing the execution of an amendment to an existing Credit Agreement and other related agreements with respect to such notes; and resolving other matters incident and related thereto.

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

DEPARTMENT: El Paso Water Utilities Public Service Board

AGENDA DATE: Introduction and Public Hearing- August 3, 2021

CONTACT PERSON/PHONE: Art Duran, El Paso Water Utilities Chief Financial Officer
(915) 594-5549

DISTRICT(S) AFFECTED: All Districts

SUBJECT: APPROVE the following Ordinance

An Ordinance amending the Ordinance authorizing the issuance of the “City of El Paso, Texas Water and Sewer Commercial Paper Notes, Series A”; Approving and authorizing the execution of an Amendment to an existing Credit Agreement and other related Agreements with respect to such notes; and resolving other matters incident and related thereto. **(All Districts)** [Arturo Duran (915) 594-5549] [Public Hearing Date: August 3, 2021]

BACKGROUND / DISCUSSION:

EPWater is requesting the City Council of the City of El Paso to authorize the issuance of up to \$80 million of “City of El Paso Water and Sewer Commercial Paper Notes, Series A” by Ordinance dated August 3, 2021, and approve the execution of an amendment to an existing Credit Agreement with Bank of America, N.A. and related Agreements.

EPWater finds that it is in the best interest of the ratepayers to pursue this financing.

PRIOR COUNCIL ACTION:

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

Yes, on July 28, 2015, City Council approved Ordinance No. 18395 which authorized the execution of a Credit Agreement with Bank of America, N.A. and related agreements with respect to the City of El Paso Water and Sewer commercial paper notes Series A and amending the original ordinance authorizing the issuance of commercial paper notes.

AMOUNT AND SOURCE OF FUNDING:

City of El Paso, Texas Water and Sewer Commercial Paper Notes, Series A

BOARD / COMMISSION ACTION:

The El Paso Water Utilities Public Service Board approved a Resolution on July 14, 2021 authorizing the amendment to the Credit Agreement with Bank of America, N.A. and related Agreements and requesting the El Paso City Council to authorize the amendment of the Credit Agreement and related Agreements and the increase of the Commitment to allow for the issuance of up to \$80 million of Notes.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT ART DURAN TO PICK UP THE DOCUMENTS AT (915) 594-5549. THANK YOU.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF EL PASO, TEXAS, WATER AND SEWER COMMERCIAL PAPER NOTES, SERIES A; APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN EXISTING CREDIT AGREEMENT AND OTHER RELATED AGREEMENTS WITH RESPECT TO SUCH NOTES; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, on October 14, 1997, the City Council of the City of El Paso, Texas (the "City"), duly adopted Ordinance No. 13349, as amended by Ordinance No. 017069 adopted on February 3, 2009 and Ordinance No. 18395 adopted on July 28, 2015 (collectively, the "Authorizing Ordinance") authorizing the issuance of "City of El Paso, Texas, Water and Sewer System Commercial Paper Notes, Series A" (the "Notes"); and

WHEREAS, the Notes are a useful tool to allow for cost-effective, short-term financing of capital infrastructure for the City's combined waterworks and sewer system (the "System"); and

WHEREAS, the El Paso Water Utilities Public Service Board (the "PSB") which is charged with the complete management and control of the System, among other responsibilities, has determined that the on-going capital needs of the System require additional access to short-term financing through an increase in the maximum amount of Notes which can be issued through the commercial paper program; and

WHEREAS, such an increase in the commercial paper program requires an amendment to the Authorizing Ordinance and corresponding changes to agreements related to the Note program, including the credit agreement which supports the offering and remarketing of the Notes; and

WHEREAS, the Authorizing Ordinance requires that a credit agreement be in place to support the offering and remarketing of the Notes and the existing credit agreement supporting the Notes is scheduled to expire; and

WHEREAS, based on a public solicitation of banks which provide credit agreements for programs comparable to the Notes, the PSB has determined that it is in the best interests of the City and the System to extend the existing credit agreement with Bank of America, N.A. (the "Bank"); and

WHEREAS, the PSB has recommended and requested that the City authorize and approve (i) an increase in the Note program, (ii) an amendment and extension of the existing credit agreement with the Bank and (iii) the other agreements and documents, all as described herein; and

WHEREAS, in accordance with the Authorizing Ordinance, the City hereby finds and determines that certain changes to the Authorizing Ordinance, as set forth herein, are necessary and desirable and do not materially adversely affect the interests of the Holders of the Notes; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to increase the Note program and enter into an amendment to the existing credit agreement and the other agreements and documents, all as described herein, and authorize the other action set forth below;

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

Section 1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Authorizing Ordinance.

Section 2. Amending Provisions. (a) The following definition is added to Section 2.01 of the Authorizing Ordinance:

“Authorizing Ordinance” shall mean, collectively, Ordinance No. 13349 which was duly adopted on October 14, 1997 by the City Council of the City authorizing the issuance of “City of El Paso, Texas, Water and Sewer System Commercial Paper Notes, Series A,” as amended by Ordinance No. 017069 adopted on February 3, 2009, Ordinance No. 18395 adopted on July 28, 2015 and Ordinance No. _____ adopted on August 3, 2021.

(b) Section 3.01 of Ordinance No. 13349, and Section 3 of Ordinance 18395, of the Authorizing Ordinance are hereby amended by replacing such sections with the following:

Section 3. Authorization of the Notes and Pledge.

(a) Pursuant to authority conferred by and in accordance with the provisions of the Constitution and laws of the State of Texas, particularly the Act, Commercial Paper Notes shall be and are hereby authorized to be issued in an aggregate principal amount not to exceed **EIGHTY MILLION DOLLARS (\$80,000,000)** at any one time outstanding for the purpose of financing Project Costs of Eligible Projects and to refinance, renew or refund Notes, including interest thereon, all in accordance with and subject to the terms, conditions, and limitations contained herein and in the Authorizing Ordinance; and a Loan Note shall be and is hereby authorized to be issued in the initial aggregate principal amount of up to **EIGHTY MILLION DOLLARS (\$80,000,000)** at any one time outstanding for the purpose of evidencing the obligation to pay principal and interest on the Agreement and the Commercial Paper Notes; all in accordance with and subject to the terms, conditions and limitations contained herein and in the Authorizing Ordinance. The authority to issue Commercial Paper Notes from time to time under the provisions of the Authorizing Ordinance shall exist until the Maximum Maturity Date, regardless of whether prior to the Maximum Maturity Date there are at any time no Commercial Paper Notes outstanding.

(b) The Notes and the Loan Note are special obligations of the City payable from and secured solely by the funds pledged therefor pursuant to the Authorizing Ordinance. The

City agrees to make payments into the Note Payment Fund at such times and in such amounts as are necessary to provide for the full payment of the principal of and the interest on the Notes and the Loan Note when due.

(c) Section 5.01 of Ordinance No. 13349 of the Authorizing Ordinance is hereby amended by replacing “\$50,000,000” with “\$80,000,000.”

Section 3. Credit Agreement Amendment. (a) The Second Amendment to Revolving Credit Agreement (the “Credit Agreement Amendment”), substantially in the form attached hereto as Exhibit A, is hereby approved, and shall be entered into with the Bank. The form of the Loan Note substantially in the form contained in the Credit Agreement Amendment is approved with the interest rate payable thereon to be determined as set forth therein. Each Authorized Representative is hereby authorized to act on behalf of the City to approve all final changes to, and execute and deliver, the Credit Agreement Amendment and the Loan Note, and the City Clerk is hereby authorized to attest thereto and affix the City’s seal thereon (as required by such agreements). Each Authorized Representative is hereby further authorized to enter into any supplemental agreements, amendments, extensions or modifications with the Bank on behalf of the City or with any successor thereto or substitute thereof in order to implement and continue the functions of the Bank with respect to the Notes.

(b) The Credit Agreement Amendment shall not be effective until (i) it is executed by both parties, (ii) approved by the Attorney General of the State of Texas pursuant to Chapter 1371 of the Texas Government Code, (iii) a copy of the Credit Agreement Amendment is delivered to the Issuing and Paying Agent and the Dealer, and (iv) the conditions precedent to the effectiveness of the Commitment as set forth in Section 2 of the Credit Agreement Amendment have been satisfied or waived.

Section 4. Fee Letter Amendment. The Second Amendment to Fee Letter (the “Fee Letter Amendment”), substantially in the form attached hereto as Exhibit B, is hereby approved, and shall be entered into with the Bank. Each Authorized Representative is hereby authorized to act on behalf of the City to approve all final changes to, and execute and deliver, the Fee Letter Amendment.

Section 5. Dealer. Merrill Lynch Pierce, Fenner & Smith Incorporated (the “Dealer”) is hereby confirmed to act as the commercial paper dealer for the Notes. To the extent necessary or desirable to reflect the increase in the authorized amount of the Notes and other changes to the Note program authorized by this Ordinance, an amendment to the existing commercial paper dealer agreement is hereby approved in a form approved by an Authorized Representative, such approval to be evidenced by the Authorized Representative’s execution thereof. Each Authorized Representative is hereby authorized to sign any such amendment on behalf of the City and to enter into any supplemental agreements with the Dealer on behalf of the City or with any successor thereto or substitute thereof in order to implement the functions of the Dealer or remarketing agent with respect to the Notes.

Section 6. Issuing and Paying Agent. The Bank of New York Mellon Trust Company, N.A. is hereby confirmed as Issuing and Paying Agent/Registrar (“IPA”) for the Notes. To the extent necessary or desirable to reflect the increase in the authorized amount of

the Notes and other changes to the Note program authorized by this Ordinance, an amendment to the existing issuing and paying agency agreement with the IPA is hereby approved in a form approved by an Authorized Representative, such approval to be evidenced by the Authorized Representative's execution thereof. Each Authorized Representative is hereby authorized to sign any such amendment on behalf of the City and to enter into any supplemental agreements with the IPA on behalf of the City or with any successor thereto or substitute thereof in order to implement the functions of the IPA with respect to the Notes.

Section 7. Offering Memorandum. Each Authorized Representative is hereby authorized to act on behalf of the City to approve the form of the Offering Memorandum associated with the Notes, or any amendment, restatement or supplement thereto, as reasonably requested by the Dealer in connection with this Ordinance or the Credit Agreement Amendment, and is further authorized to cooperate with the Dealer on behalf of the City in periodically updating and approving the Offering Memorandum.

Section 8. Commitment Limits Notes. No Commercial Paper Notes will be issued if, after giving effect to the issuance thereof and, if applicable, the immediate application of the proceeds thereof to retire other outstanding Commercial Paper Notes, the aggregate principal amount of all then outstanding Notes plus the aggregate principal amount of all then outstanding Loans under the Credit Agreement Amendment exceeds the amount of the then current Commitment under the Credit Agreement Amendment and/or any other Alternate Credit Facility.

Section 9. Authorizing Ordinance Affirmed; Public Security Authorization. Nothing in this Ordinance affects or modifies any of the provisions of the Authorizing Ordinance, except as expressly provided herein. The Authorizing Ordinance, as amended by this Ordinance, will continue in full force and effect and is ratified and affirmed by the City. The forms of Note and Certificate of Authentication set forth in Exhibit A to Ordinance No. 18395 of the Authorizing Ordinance and the form of Mater Note set forth in Exhibit F to Ordinance No. 18395 of the Authorizing Ordinance are hereby ratified and confirmed. This Ordinance constitutes a "public security authorization" within the meaning of Section 1201.028 of the Texas Government Code.

Section 10. Public Meeting. It is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by the Texas Government Code, Chapter 551, as amended.

Section 11. Further Procedures. Each Authorized Representative, the City Clerk, the Alternate City Clerk, the City Manager of the City, and all other officers, employees and agents of the City and/or the System, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the Credit Agreement Amendment. In addition, prior to the approval of the Credit Agreement Amendment by the Texas Attorney General, each Authorized Representative and the City's bond counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and

approved by this Ordinance in order to cure any technical ambiguity, formal defect, or omission in this Ordinance or such other document, as requested by the Attorney General or his representative to obtain the approval of the Credit Agreement Amendment by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. Effective Date. This Ordinance shall be in full force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of page left blank intentionally]

PASSED AND ADOPTED, this 3rd day of August, 2021.

CITY OF EL PASO, TEXAS

Oscar Leeser, Mayor


ATTEST:

Laura D. Prine, City Clerk


(City Seal)

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Arturo Duran
Chief Financial Officer
El Paso Water Utilities



Paul A. Braden
Bond Counsel

EXHIBIT A

CREDIT AGREEMENT AMENDMENT

(See Attached)

SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT

This SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT (this "*Amendment*") is dated August [], 2021 (the "*Amendment Date*"), between CITY OF EL PASO, TEXAS (the "*City*") and BANK OF AMERICA, N.A., a national banking association (the "*Lender*"). All capitalized terms used herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

WITNESSETH

WHEREAS, the City and the Lender have previously entered into that certain Revolving Credit Agreement dated as of August 1, 2015, as amended to date (as may be further amended, supplemented, modified or restated from time to time the "*Agreement*");

WHEREAS, pursuant to Section 7.06 of the Agreement, the Agreement may be amended by a written amendment thereto executed by the City and the Lender; and

WHEREAS, the City and the Lender have agreed to make certain amendments to the Agreement subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

I. AMENDMENTS.

Upon the satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement shall be amended as follows:

1.01. The third recital of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

Subject to the terms and conditions of this Agreement, the City has requested that the Lender support the commercial paper program by making available a revolving line of credit in the amount of the Commitment (as hereinafter defined) and the Lender is willing to make available a revolving line of credit subject to the terms and conditions of this Agreement.

1.02. Section 1.01 of the Agreement is hereby amended by amending and restating the definitions of "*Commitment*," "*Dealer Agreement*," "*Final Date*" and "*Loan Note*" in their entireties to read as follows:

"Commitment" shall mean \$40,000,000, as such amount may be reduced pursuant to Section 2.06 hereof or as may be

increased with the Lender's approval pursuant to the terms of Section 2.15 hereof.

"Dealer Agreement" shall mean the Dealer Agreement (one or more), dated as of August 20, 2015, between the City and the Dealer, approved and authorized to be entered into by the Ordinance, as from time to time amended or supplemented in accordance with the terms hereof and thereof.

"Final Date" shall mean the earlier of:

(a) August 21, 2026, or such later date as may be established pursuant to Section 2.10 of this Agreement; and

(b) The date the Commitment is reduced to zero pursuant to Section 2.06 or terminated pursuant to Section 6.01 of this Agreement.

"Loan Note" shall mean the promissory note evidencing Loans made by the Lender to the City, as amended, in a principal amount not to exceed \$80,000,000, in substantially the form of Exhibit C attached hereto, with appropriate completions, and any and all renewals, extensions, or modifications thereof

1.03. Section 1.01 of the Agreement is hereby amended by the addition of the new defined terms *"Increase," "Increase Request Certificate,"* and *"Increase Request Fee"* to be inserted in their appropriate places in the alphabetical sequence and to read as follows:

"Increase" has the meaning set forth in Section 2.15(a) hereof.

"Increase Request Certificate" has the meaning set forth in Section 2.15(d) hereof.

"Increase Request Fee" has the meaning set forth in Section 1.6 of the Fee Letter.

1.04. Article II of the Agreement is hereby amended by the addition of a new Section 2.15 thereto to read as follows:

Section 2.15. Increase in Commitment.

(a) *Request for Increase.* Provided there exists no Default or Event of Default, upon notice to the Lender, the City may from time to time, request an increase in the Commitment by an amount that will not cause the Commitment to exceed \$80,000,000

(an "Increase"); provided that (i) any such request for an Increase shall be in a minimum amount of \$10,000,000, and (ii) the City may make a maximum of two (2) such requests per calendar year; provided further, however, that the City may make additional requests per calendar year so long as it pays the Bank the Increase Request Fee in connection with each such request.

(b) *Lender Election to Increase.* The Lender shall notify the City within thirty (30) days whether or not it agrees to increase the Commitment. If the Lender does not respond within such time period, the Lender shall be deemed to have declined to increase the Commitment.

(c) *Effective Date.* If the Lender agrees to increase the Commitment in accordance with this Section, the Lender and the City shall determine the effective date (the "Commitment Increase Effective Date") of such increase. The increase shall become effective on the Commitment Increase Effective Date when the Lender delivers its consent to such increase by countersigning the applicable Increase Request Certificate (as hereinafter defined).

(d) *Conditions to Effectiveness of Increase.* As a condition precedent to such increase, the City shall deliver to the Lender a certificate of the City dated as of the applicable Commitment Increase Effective Date signed by an Authorized Representative substantially in the form attached hereto as Exhibit I (each an "Increase Request Certificate") (i) certifying and attaching the resolutions adopted by the PSB approving or consenting to such Increase, and (ii) certifying that, before and after giving effect to such Increase, (A) the representations and warranties contained in Article IV and the other Related Documents are true and correct, on and as of the Commitment Increase Effective Date, and except that for purposes of this Section, the representations and warranties contained in Section 4.08 shall be deemed to refer to the most recent statements furnished pursuant to clause (a) of Section 5.01, and (B) no Default or Event of Default exists. The City shall deliver or cause to be delivered any other customary documents (including, without limitation, legal opinions) as reasonably requested by the Lender in connection with any Increase.

1.05. Article V of the Agreement is hereby amended by adding thereto a new Section 5.35 to appear in the appropriate numerical sequence and to read as follows:

Section 5.35. Maintenance of Ratings; CUSIP and Loan Note Rating.

(a) The City shall at all times (i) maintain, or cause to be maintained, a short-term credit rating on the Commercial Paper Notes by any one of Fitch, Moody's or S&P and (ii) maintain, or cause to be maintained, long-term credit ratings on unenhanced Senior Lien Bonds from any two of Moody's, Fitch or S&P.

(b) Upon the request of the Lender, the City shall immediately use its best efforts to cause (i) a CUSIP number to be obtained from Standard & Poor's CUSIP Service for the Loan Note and (ii) the Loan Note (and its related CUSIP Number) to be assigned a long term rating of at least "Baa3" or "BBB-," respectively, from one of Moody's or Fitch.

1.06. Section 7.12 of the Agreement is hereby amended by adding thereto a new clause (c) to appear in the appropriate alphabetical sequence and to read as follows:

(c) *Assignments to Federal Reserve.* Notwithstanding anything herein to the contrary set forth in this Section 7.12, the Lender may at any time assign, pledge or grant a security interest in all or any portion of its rights, interests and obligations owing to it under the Commercial Paper Notes, this Agreement and/or the Related Documents to secure obligations of the Lender or an Affiliate of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or to any state or local governmental entity or with respect to public deposits; *provided*, that any payment in respect of such assigned obligations made by the City to the Lender in accordance with the terms of this Agreement shall satisfy the obligations of the City hereunder in respect of such assigned obligation to the extent of such payment. No such assignment shall release the Lender from its obligations hereunder. Any assignment under this clause (c) shall not require the consent of the City.

1.07. Article VII of the Agreement is hereby amended by adding thereto a new Section 7.20 to appear in the appropriate numerical sequence and to read as follows:

Section 7.20. Electronic Execution of Assignments and Certain Other Documents. This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "*Communication*"), including Communications required to be in writing, may, if agreed by the Lender, be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf. The City agrees that any Electronic Signature (including, without limitation, facsimile or .pdf) on or associated with any

Communication shall be valid and binding on the City to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the City enforceable against the City in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered to the Lender. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Lender of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Lender may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("*Electronic Copy*"), which shall be deemed created in the ordinary course of the Lender's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Lender is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Lender pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Lender has agreed to accept such Electronic Signature, the Lender shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Lender any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, "*Electronic Record*" and "*Electronic Signature*" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

1.08. Article VII of the Agreement is hereby amended by adding thereto a new Section 7.21 to appear in the appropriate numerical sequence and to read as follows:

Section 7.21. Israel Boycott. The Lender hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas

Government Code, and to the extent such Section does not contravene or otherwise prohibit activities permitted under applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Lender understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Lender and exists to make a profit.

1.09. Article VII of the Agreement is hereby amended by adding thereto a new Section 7.22 to appear in the appropriate numerical sequence and to read as follows:

Section 7.22. Foreign Terrorist Organizations. The Lender represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or 2270.0201 of the Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/jfo-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Lender and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Lender understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Lender and exists to make a profit.

1.10. Article VII of the Agreement is hereby amended by the addition of a new Section 7.23 thereto to read as follows:

Section 7.23. US QFC Stay Rules.

(a) *Recognition of U.S. Resolution Regimes.* In the event that any party that is a Covered Entity becomes subject to a

proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement (and any interest and obligation in or under this Agreement and any property securing this Agreement) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to this Agreement are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings.* Notwithstanding anything to the contrary in this Agreement or any related agreement, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

“*BHC Act Affiliate*” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“*Covered Entity*” means any of the following:

- (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"*Default Right*" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"*Insolvency Proceeding*" means a receivership, insolvency, liquidation, resolution, or similar proceeding.

"*U.S. Special Resolution Regime*" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

1.11. The Agreement is hereby amended by adding thereto a new Exhibit I to appear in the appropriate sequence and in the form set forth in Exhibit B attached hereto.

1.12. The Agreement is hereby amended by replacing Exhibit C to the Agreement with Exhibit C attached hereto.

2. CONDITIONS PRECEDENT.

This Amendment shall be effective as of the Amendment Date subject to the satisfaction of or waiver by the Lender of all of the following conditions precedent:

2.01. Delivery by the City and the Lender of an executed counterpart of this Amendment and the Second Amendment to Fee Letter dated the date hereof (the "*Fee Letter Amendment*").

2.02. Delivery by the City to the Lender of:

(a) an authorizing resolution and other required approvals authorizing this Amendment, the Fee Letter Amendment and the transactions contemplated hereby; and

(b) an incumbency certificate of the officers authorized to execute this Amendment and the Fee Letter Amendment.

2.03. Delivery by the City to the Lender of a Loan Note in the form set forth in Exhibit A attached hereto.

2.04. Payment by the City to the Lender of (i) an amendment fee of \$5,000 and (ii) the reasonable fees and expenses of counsel to the Lender as provided in Section 4 hereof.

2.05. Receipt of approval of the Attorney General of Texas relating to this Amendment.

2.06. All other legal matters pertaining to the execution and delivery of this Amendment shall be reasonably satisfactory to the Lender and its counsel.

3. REPRESENTATIONS AND WARRANTIES OF THE CITY.

3.01. The City hereby represents and warrants that the following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the City contained in Article IV of the Agreement and in each of the other Related Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

3.02. In addition to the representations given in Article IV of the Agreement, the City hereby represents and warrants as follows:

(a) The execution, delivery and performance by the City of this Amendment, the Fee Letter Amendment and the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the City.

(b) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the City of this Amendment, the Fee Letter Amendment or the Agreement, as amended hereby.

(c) This Amendment, the Fee Letter Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency, liquidation or similar situation of the City and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

4. FEES.

The City shall pay, promptly upon receipt of invoice, the reasonable fees and expenses of counsel to the Lender (such fees not to exceed \$30,000 plus reasonable expenses) in connection with the preparation of this Amendment and the Fee Letter Amendment and the transactions contemplated hereby. The reasonable fees and expenses of counsel to the Lender shall be paid

directly to the Lender's special counsel, Chapman and Cutler LLP, in accordance with instructions provided by Chapman and Cutler LLP.

5. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to, and shall mean and be a reference to, the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITH RESPECT TO THE OBLIGATIONS OF THE LENDER UNDER THIS AMENDMENT, AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITH RESPECT TO THE OBLIGATIONS OF THE CITY UNDER THIS AMENDMENT.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission or by e-mail with a pdf copy or other replicating image attached will be effective as delivery of a manually executed counterpart of this Amendment, and any printed or copied version of any signature page so delivered will have the same force and effect as an originally signed version of such signature page.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Date.

CITY OF EL PASO, TEXAS

By: _____

Name: John E. Balliew
Title: President/CEO, El Paso Water
Utilities

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____

Daniel Ortiz
PSB General Counsel

By: _____

Arturo Duran, Chief Financial Officer,
El Paso Water Utilities

APPROVED AS TO FORM:

By: _____

Paul Braden, Bond Counsel

BANK OF AMERICA, N.A.

By: _____

Name: Michael A. Feist

Title: Senior Vice President

[Signature Page to Second Amendment to Revolving Credit Agreement]

EXHIBIT C

FORM OF LOAN NOTE

**City of El Paso, Texas Water and Sewer System
Revolving Credit Agreement**

\$80,000,000

El Paso, Texas

[August __, 2021]

For value received, the CITY OF EL PASO, TEXAS (the "City"), a home-rule city of the State of Texas, organized and existing under and by virtue of the laws of the State of Texas, promises to pay, solely from the funds hereafter referred to, to the order of BANK OF AMERICA, N.A. (the "Lender"), at the address provided in the Agreement (hereinafter defined), the aggregate unpaid principal amount of all Loans hereunder and under the Agreement, not to exceed EIGHTY MILLION DOLLARS (\$80,000,000) in principal amount at any one time outstanding, made by the Lender to the City hereunder, in lawful money of the United States of America, in federal or other immediately available funds, and to pay interest at the rates set forth in the Agreement on the actual unpaid principal amount hereof for each day outstanding from the date hereof until this Loan Note is paid in full, in like money and funds at such office. Interest shall be payable on the dates set forth in the Agreement. Principal on this Loan Note shall be payable in accordance with the Agreement.

This Loan Note is subject to prepayment, and amounts prepaid prior to the last day of the Revolving Credit Period may be reborrowed, all pursuant to the terms and under the conditions of the Revolving Credit Agreement, dated as of August 1, 2015, as amended, between the City and the Lender (the "Agreement," the terms of which are hereby incorporated by reference in this Loan Note). All terms used herein and not defined shall have the same meaning as in the Agreement. Reference is made to the Agreement for provisions as to the prepayment hereof and for reborrowing. Reference is also made to the Agreement for provisions providing for additional interest and other amounts to be payable under certain circumstances. If the Holder enforces this Loan Note upon default, the City shall reimburse the Holder for reasonable costs and expenses incurred by the Holder in collection, including attorneys' fees and expenses as set out in Section 7.05 of the Agreement. This Loan Note shall be construed under and governed by laws of the State of Texas but Chapter 346, Texas, Finance Code, as amended, shall not apply.

This Loan Note, including the interest hereon, is payable solely from and secured by a lien upon the pledge of certain revenues and certain other available funds and money of the City, all as set forth in Section 2.09 of the Agreement and Section 3.09 of the Ordinance (as defined in the Agreement). This Loan Note does not constitute a general obligation or indebtedness of the City within the meaning of any constitutional, charter, or statutory limitations or provisions (and the Holder hereof shall never have the right to require or compel the levy of ad valorem taxes for the payment of the principal of and interest on this Loan Note). Further reference is made to the Agreement and the Ordinance for the provisions relating to the security of this Loan Note and the duties and obligations of the City.

This Loan Note is issued in substitution and replacement for, and evidences all of the indebtedness previously evidenced by, that certain Loan Note dated August 24, 2015, in the principal amount of \$40,000,000, made by the undersigned in favor of the Lender.

Made and executed at El Paso, Texas, as of the date and year first above written.

CITY OF EL PASO, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:
By: _____
Name: _____
Title: _____

(CITY SEAL)

**SCHEDULE FOR LOAN NOTE,
DATED AS OF AUGUST [__], 2021
OF THE CITY OF EL PASO, TEXAS
PAYABLE TO BANK OF AMERICA, N.A.**

DATE OF LOAN	TYPE OF LOAN	AMOUNT OF LOAN	MATURITY OF LOAN	DATES OF PAYMENT	AMOUNT OF PAYMENT	NAMES AND SIGNATURE OF BANK OFFICER
		\$ _____			\$ _____	
		\$ _____			\$ _____	
		\$ _____			\$ _____	
		\$ _____			\$ _____	
		\$ _____			\$ _____	
		\$ _____			\$ _____	
		\$ _____			\$ _____	
		\$ _____			\$ _____	
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		\$ _____			\$ _____	
		\$ _____			\$ _____	
		\$ _____			\$ _____	
		\$ _____			\$ _____	
		\$ _____			\$ _____	

EXHIBIT B

EXHIBIT I

FORM OF INCREASE REQUEST CERTIFICATE

Dated _____, 20__

To: **BANK OF AMERICA, N.A.**, under the Revolving Credit Agreement, dated as of August 1, 2015 between Bank of America, N.A., as the Lender and the City of El Paso, Texas (the "*City*") (as extended, renewed, amended, restated, supplemented or otherwise modified from time to time, the "*Agreement*")

Ladies and Gentlemen:

The City, acting herein by the undersigned Authorized Representative, hereby refers to the Agreement and has requested that the Lender consent to an increase in the Commitment (the "*Increase*"), in accordance with Section 2.15 of the Agreement. Capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Agreement.

After giving effect to such Increase, the Commitment shall be [\$_____].¹

THIS INCREASE REQUEST CERTIFICATE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITH RESPECT TO THE OBLIGATIONS OF THE LENDER UNDER THE AGREEMENT, AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITH RESPECT TO THE OBLIGATIONS OF THE CITY UNDER THE AGREEMENT.

The Increase shall be effective on the date hereof when the executed consent of the Lender is received and otherwise in accordance with Section 2.15 of the Agreement. It shall be a condition to the effectiveness of the Increase that, if applicable, the Increase Request Fee referred to in Section 2.15 of the Agreement shall have been paid.

The City, acting herein by the undersigned Authorized Representative, hereby (i) certifies and attaches hereto the resolutions adopted by the PSB approving or consenting to such Increase, and (ii) certifies that, before and after giving effect to such Increase, (A) the representations and warranties contained in Article IV of the Agreement and the other Related Documents are true and correct on and as of (the Commitment Increase Effective Date) and except that for purposes of this paragraph, the representations and warranties contained in Section 4.08 of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to clause (a) of Section 5.01 of the Agreement, and (B) no Default or Event of Default exists.

¹ In no event shall the Commitment exceed \$80,000,000.

[SIGNATURE PAGES TO FOLLOW]

Please indicate your consent to such Increase by signing the enclosed copy of this letter in the space provided below.

Very truly yours,

CITY OF EL PASO, TEXAS,

By: _____
Authorized Representative

The Lender hereby consents on the date first written above to the above-requested Increase.

BANK OF AMERICA, N.A., as Lender

By _____
Name; _____
Title: _____

[Signature Page to Increase Request (City of El Paso)]

EXHIBIT B
FEE LETTER AMENDMENT
(See Attached)

SECOND AMENDMENT TO FEE LETTER

This SECOND AMENDMENT TO FEE LETTER (this "*Amendment*") dated August [], 2021 (the "*Amendment Date*"), between the CITY OF EL PASO, TEXAS (the "*City*") and BANK OF AMERICA, N.A. (the "*Lender*"), relating to \$40,000,000 in aggregate principal amount outstanding at any time of the City of El Paso, Texas Water and Sewer Commercial Paper Notes, Series A (the "*Commercial Paper Notes*"). All capitalized terms used herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

WITNESSETH

WHEREAS, the City and the Lender have previously entered into that certain Fee Letter dated August 24, 2015, as amended to date (as may be further amended, supplemented, modified or restated from time to time, the "*Fee Letter*"), in connection with the Revolving Credit Agreement dated as of August 1, 2015, as amended to date (as may be further amended, supplemented, modified or restated from time to time, the "*Agreement*"), supporting the Commercial Paper Notes;

WHEREAS, the parties hereto wish to amend the Fee Letter as set forth herein;

WHEREAS, pursuant to Section 2.2 of the Fee Letter, the Fee Letter may be amended by an instrument in writing and signed by the Lender and the City;

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. AMENDMENT.

Upon satisfaction of the conditions precedent set forth in Section 2 hereof, the Fee Letter shall be amended as follows:

1.01. Section 1.1 of the Fee Letter is hereby amended and restated in its entirety to read as follows:

Section 1.1. Commitment Fees. The City hereby agrees to pay to the Lender quarterly in arrears on the first Business Day of each January, April, July and October occurring thereafter to the Final Date, and on the Final Date, (each a "*Fee Payment Date*"), a non-refundable commitment fee in an amount equal to the rate per annum associated with the Rating (as defined below), as specified below for each day from and including the Closing Date (the "*Commitment Fee Rate*"), in each case, on the Commitment (without regard to any temporary reductions of the Commitment) (the "*Commitment Fees*") during each related period.

(i) For the period commencing on July 1, 2021, to but not including August 23, 2021, the Commitment Fee Rate for such period shall be determined in accordance with the pricing matrix set forth below:

PRICING LEVEL	MOODY'S RATING	S&P RATING	FITCH RATING	COMMITMENT FEE RATE
Level 1	Aa2 or above	AA or above	AA or above	0.34%
Level 2	Aa3	AA-	AA-	0.54%
Level 3	A1	A+	A+	0.74%
Level 4	A2	A	A	0.94%
Level 5	A3	A-	A-	1.24%
Level 6	Baa1	BBB+	BBB+	1.54%
Level 7	Baa2	BBB	BBB	2.04%
Level 8	Baa3 or Below	BBB- or Below	BBB- or below	4.00%

(ii) For the period commencing on August 23, 2021, and at all times thereafter, the Commitment Fee Rate for such period shall be determined in accordance with the pricing matrix set forth below:

PRICING LEVEL	MOODY'S RATING	S&P RATING	FITCH RATING	COMMITMENT FEE RATE
Level 1	Aa1 or above	AA+ or above	AA+ or above	0.39%
Level 2	Aa2	AA	AA	0.49%
Level 3	Aa3	AA-	AA-	0.59%
Level 4	A1	A+	A+	0.69%
Level 5	A2	A	A	0.89%
Level 6	A3	A-	A-	1.09%
Level 7	Baa1	BBB+	BBB+	1.39%
Level 8	Baa2	BBB	BBB	1.69%
Level 9	Baa3 or Below	BBB- or Below	BBB- or below	2.19%

The following paragraph shall be applicable to both clause (i) (including the pricing matrix) and clause (ii) (including the pricing matrix) above. The term "Rating" as used above shall mean the lowest long-term unenhanced debt ratings assigned by Moody's, Fitch or S&P (each, a "Rating Agency") to any of the City's Senior Lien Bonds. Any change in the Commitment Fee Rate resulting from a change in the Rating shall be and become effective as of and on the date of the announcement of the change in the Rating. References to ratings above are references to rating categories as presently determined by the Rating Agencies and in

the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration or realignment of the long-term unenhanced debt rating of the City's Senior Lien Bonds in connection with the adoption of a "global" rating scale, each of the ratings from the agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. In the event that any rating is suspended or withdrawn by any Rating Agency, the Commitment Fee Rate shall immediately increase by one and one-half percent (1.50%) from the Commitment Fee Rate otherwise in effect. Upon the occurrence and during the continuance of an Event of Default, the Commitment Fee Rate shall immediately increase by one and one-half of one percent (1.50%) from the Commitment Fee Rate otherwise in effect. The Commitment Fees shall be calculated on the basis of a year of 360 days and actual days elapsed and shall be payable as set forth above, together with interest on the Commitment Fees from the date payment is due until payment in full at the Default Rate. On the Final Date, all fees outstanding shall be paid to the Lender.

1.02. Section 1.4 of the Fee Letter is hereby amended and restated in its entirety to read as follows:

Section 1.4. Termination Fees. If the Commitment is terminated in its entirety prior to August 21, 2025, the City shall pay a termination fee (the "Termination Fee") in an amount equal to the product of (x) the Commitment Fee Rate in effect on the date of termination, (y) the Commitment on the Closing Date and (z) a fraction, the numerator of which is equal to the number of days from and including the date of termination to and including August 21, 2025, and the denominator of which is 360, *provided, however,* that no such Termination Fee shall be payable if (i) any two Rating Agencies shall lower the short-term unenhanced rating of the Lender below "P-1" (or its equivalent) by Moody's, "F1" (or its equivalent) by Fitch, or "A-1" (or its equivalent) by S&P or (ii) such termination occurs solely as a result of the Commercial Paper Notes being refinanced in whole with long-term debt of the City. The Termination Fee, all accrued Commitment Fees, all Loans, all accrued interest thereon and all other amounts owing to the Lender hereunder or under the Agreement shall be payable on the effective date of such termination.

1.03. Section 1.5 of the Fee Letter is hereby amended and restated in its entirety to read as follows:

Section 1.5. Reduction Fees. Notwithstanding the foregoing and anything set forth herein or in the Agreement to the contrary, the City agrees not to permanently reduce the Commitment below \$40,000,000 prior to August 21, 2025, without the payment by the City to the Lender of a reduction fee (the "*Reduction Fee*") in connection with each and every permanent reduction of the Commitment below \$40,000,000 as set forth in the Agreement in an amount equal to the product of (A) the Commitment Fee Rate in effect on the date of such reduction, (B) the difference between the Commitment prior to such reduction and the Commitment after such reduction, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such reduction to and including August 21, 2025, and the denominator of which is 360, *provided, however,* that no such Reduction Fee shall be payable if any two Rating Agencies shall lower the short-term unenhanced rating of the Lender below "*P-1*" (or its equivalent) by Moody's, "*F1*" (or its equivalent) by Fitch, or "*A-1*" (or its equivalent) by S&P or such termination occurs solely as a result of the Commercial Paper Notes being refinanced in whole with long-term debt of the City.

1.04. The Fee Letter is hereby amended by adding thereto a new Section 1.6 to appear in the appropriate numerical sequence and to read as follows:

Section 1.6. Increase Request Fees. Pursuant to Section 2.15 of the Agreement, the City will pay to the Lender an increase request fee (the "*Increase Request Fee*") of \$1,500 in connection with each additional request for an increase in the Commitment made during a calendar year, following the City's second increase request during such calendar year.

2. **CONDITIONS PRECEDENT.**

This Amendment shall be deemed effective on the Amendment Date subject to the satisfaction or waiver of the conditions precedent set forth in the Second Amendment to Revolving Credit Agreement dated the date hereof between the City and the Lender.

3. **MISCELLANEOUS.**

Except as specifically amended herein, the Fee Letter shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Fee Letter or any communication issued or made subsequent to or with respect to the Fee Letter, it being hereby agreed that any reference to the Fee Letter shall be sufficient to refer to the Fee Letter, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein

shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Fee Letter. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; *PROVIDED*, THAT THE OBLIGATIONS OF THE CITY UNDER THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, will be effective as delivery of a manually executed counterpart of this Amendment, and any printed or copied version of any signature page so delivered will have the same force and effect as an originally signed version of such signature page.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Amendment Date.

CITY OF EL PASO, TEXAS

APPROVED AS TO CONTENT:

By: _____
Name: John E. Balliew
Title: President/CEO El Paso Water Utilities

By: _____
Name: Arturo Duran
Title: Chief Financial Officer, El Paso
Water Utilities

BANK OF AMERICA, N.A.

By: _____
Name: Michael A. Feist
Title: Senior Vice President

RESOLUTION

A RESOLUTION APPROVING AND AUTHORIZING A SECOND AMENDMENT TO AN EXISTING CREDIT AGREEMENT WITH BANK OF AMERICA, N.A. RELATING TO THE CITY OF EL PASO, TEXAS, WATER AND SEWER COMMERCIAL PAPER NOTES, SERIES A, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the City Council of the City of El Paso, Texas (the "City"), duly adopted Ordinance No. 13349 on October 14, 1997, Ordinance No. 017069 on February 3, 2009 and Ordinance No. 18395 on July 28, 2015 (collectively, the "Authorizing Ordinance") authorizing the issuance of "City of El Paso, Texas, Water and Sewer System Commercial Paper Notes, Series A" (the "Notes"); and

WHEREAS, the Notes are a useful tool to allow for cost-effective, short-term financing of capital infrastructure for the water and sewer system of the City (the "System") and the City wishes to continue the program; and

WHEREAS, the Authorizing Ordinance requires that a credit agreement be in place to support the offering and remarketing of the Notes and the existing credit agreement supporting the Notes is scheduled to expire; and

WHEREAS, the City and Bank of America, N.A. (the "Bank") have previously entered into a Revolving Credit Agreement dated as of August 1, 2015 relating to the Notes (the "Original Credit Agreement"); and

WHEREAS, on August 14, 2018, the City and the Bank signed the First Amendment to the Revolving Credit Agreement (the "First Amendment" and, together with the Original Credit Agreement, the "Credit Agreement") to make changes to the Original Credit Agreement; and

WHEREAS, in accordance with Section 7 of Ordinance No. 18395 of the Authorizing Ordinance, the City authorized certain designated officers of the El Paso Water Utilities to enter into any supplemental agreements, amendments, extensions or modifications with the Bank on behalf of the City in order to implement and continue the functions of the Bank with respect to the Notes; and

WHEREAS, based on a public solicitation of banks which provide credit agreements for programs comparable to the Notes, the Bank has agreed to extend the Credit Agreement for five additional years with an option to increase the Commitment (as defined in the Credit Agreement), from time to time, in a maximum aggregate amount not to exceed \$80,000,000, and the staff of the El Paso Water Utilities recommends that the current Credit Agreement be extended on such terms; and

WHEREAS, the El Paso Water Utilities Public Service Board (the "PSB") hereby finds and determines that it is in the best interests of the City and of the System to enter into an extension and amendment to the Credit Agreement and the other agreements and documents described herein and authorize the other action set forth below;

NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:

Section 1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Authorizing Ordinance.

Section 2. City Approval. That the PSB hereby adopts this Resolution requesting the City Council of the City (the "City Council") to authorize the amendment of the Credit Agreement, and such other agreements and documents described herein, to extend the Credit Agreement and increase the Commitment to allow for the issuance of up to \$80,000,000 of Notes.

Section 3. Amendment to Credit Agreement. (a) The Second Amendment to the Revolving Credit Agreement, substantially in the form attached hereto as Exhibit A (the "Amendment"), is hereby approved, and shall be entered into with the Bank. Each Authorized Representative is hereby authorized to act on behalf of the City to approve all final changes to, and execute and deliver, the Amendment.

(b) A copy of the fully executed Amendment shall be provided to the Dealer (defined below) and the Issuing and Paying Agent/Registrar for the Notes.

Section 4. Amendment to Fee Letter. The Second Amendment to Fee Letter, substantially in the form attached hereto as Exhibit B (the "Fee Amendment") is hereby approved, and shall be entered into with the Bank. Each Authorized Representative is hereby authorized to act on behalf of the City to approve all final changes to, and execute and deliver, the Fee Amendment.

Section 5. Additional Amendments. Each Authorized Representative is authorized to negotiate any necessary amendments, modifications, supplements or restatements of the Dealer Agreement, the Amended and Restated Issuing and Paying Agency Agreement and any other necessary documents (collectively, the "Additional Amendments") so that the Amendment, along with all such Additional Amendments, can be forwarded to the City Council for approval and authorization. The final form of each Additional Amendment shall be attached to the authorizing ordinance finally adopted by City Council to approve the Amendment.

Section 6. Public Meeting. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

Section 7. Further Procedures. Each Authorized Representative and all other officers, employees and agents of the System, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the PSB or the City and on behalf of the PSB or the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Amendment, the Fee Amendment and any Additional Amendment. In the event that any officer of the PSB or the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such

signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 8. Effective Date. This Resolution shall be in full force and effect from and after its passage on the date shown below and it is so ordained.

[Remainder of page left blank intentionally]

PASSED AND APPROVED, this July 14, 2021.

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

Kristina D. Mora
CHAIR

ATTEST:

[Signature]
SECRETARY/TREASURER

APPROVED AS TO FORM:

[Signature]
for Daniel Ortiz
General Counsel

EXHIBIT A
AMENDMENT TO CREDIT AGREEMENT
(See Attached)

SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT

This SECOND AMENDMENT TO REVOLVING CREDIT AGREEMENT (this "*Amendment*") is dated August [], 2021 (the "*Amendment Date*"), between CITY OF EL PASO, TEXAS (the "*City*") and BANK OF AMERICA, N.A., a national banking association (the "*Lender*"). All capitalized terms used herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

WITNESSETH

WHEREAS, the City and the Lender have previously entered into that certain Revolving Credit Agreement dated as of August 1, 2015, as amended to date (as may be further amended, supplemented, modified or restated from time to time the "*Agreement*");

WHEREAS, pursuant to Section 7.06 of the Agreement, the Agreement may be amended by a written amendment thereto executed by the City and the Lender; and

WHEREAS, the City and the Lender have agreed to make certain amendments to the Agreement subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. AMENDMENTS.

Upon the satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement shall be amended as follows:

1.01. The third recital of the Agreement is hereby amended in its entirety and as so amended shall be restated to read as follows:

Subject to the terms and conditions of this Agreement, the City has requested that the Lender support the commercial paper program by making available a revolving line of credit in the amount of the Commitment (as hereinafter defined) and the Lender is willing to make available a revolving line of credit subject to the terms and conditions of this Agreement.

1.02. Section 1.01 of the Agreement is hereby amended by amending and restating the definitions of "*Commitment*," "*Dealer Agreement*," "*Final Date*" and "*Loan Note*" in their entireties to read as follows:

"Commitment" shall mean \$40,000,000, as such amount may be reduced pursuant to Section 2.06 hereof or as may be

increased with the Lender's approval pursuant to the terms of Section 2.15 hereof.

"Dealer Agreement" shall mean the Dealer Agreement (one or more), dated as of August 20, 2015, between the City and the Dealer, approved and authorized to be entered into by the Ordinance, as from time to time amended or supplemented in accordance with the terms hereof and thereof.

"Final Date" shall mean the earlier of:

(a) August 21, 2026, or such later date as may be established pursuant to Section 2.10 of this Agreement; and

(b) The date the Commitment is reduced to zero pursuant to Section 2.06 or terminated pursuant to Section 6.01 of this Agreement.

"Loan Note" shall mean the promissory note evidencing Loans made by the Lender to the City, as amended, in a principal amount not to exceed \$80,000,000, in substantially the form of Exhibit C attached hereto, with appropriate completions, and any and all renewals, extensions, or modifications thereof

1.03. Section 1.01 of the Agreement is hereby amended by the addition of the new defined terms *"Increase," "Increase Request Certificate,"* and *"Increase Request Fee"* to be inserted in their appropriate places in the alphabetical sequence and to read as follows:

"Increase" has the meaning set forth in Section 2.15(a) hereof.

"Increase Request Certificate" has the meaning set forth in Section 2.15(d) hereof.

"Increase Request Fee" has the meaning set forth in Section 1.6 of the Fee Letter.

1.04. Article II of the Agreement is hereby amended by the addition of a new Section 2.15 thereto to read as follows:

Section 2.15. Increase in Commitment.

(a) *Request for Increase.* Provided there exists no Default or Event of Default, upon notice to the Lender, the City may from time to time, request an increase in the Commitment by an amount that will not cause the Commitment to exceed \$80,000,000

(an "Increase"); provided that (i) any such request for an Increase shall be in a minimum amount of \$10,000,000, and (ii) the City may make a maximum of two (2) such requests per calendar year; provided further, however, that the City may make additional requests per calendar year so long as it pays the Bank the Increase Request Fee in connection with each such request.

(b) *Lender Election to Increase.* The Lender shall notify the City within thirty (30) days whether or not it agrees to increase the Commitment. If the Lender does not respond within such time period, the Lender shall be deemed to have declined to increase the Commitment.

(c) *Effective Date.* If the Lender agrees to increase the Commitment in accordance with this Section, the Lender and the City shall determine the effective date (the "Commitment Increase Effective Date") of such increase. The increase shall become effective on the Commitment Increase Effective Date when the Lender delivers its consent to such increase by countersigning the applicable Increase Request Certificate (as hereinafter defined).

(d) *Conditions to Effectiveness of Increase.* As a condition precedent to such increase, the City shall deliver to the Lender a certificate of the City dated as of the applicable Commitment Increase Effective Date signed by an Authorized Representative substantially in the form attached hereto as Exhibit I (each an "Increase Request Certificate") (i) certifying and attaching the resolutions adopted by the PSB approving or consenting to such Increase, and (ii) certifying that, before and after giving effect to such Increase, (A) the representations and warranties contained in Article IV and the other Related Documents are true and correct, on and as of the Commitment Increase Effective Date, and except that for purposes of this Section, the representations and warranties contained in Section 4.08 shall be deemed to refer to the most recent statements furnished pursuant to clause (a) of Section 5.01, and (B) no Default or Event of Default exists. The City shall deliver or cause to be delivered any other customary documents (including, without limitation, legal opinions) as reasonably requested by the Lender in connection with any Increase.

1.05. Article V of the Agreement is hereby amended by adding thereto a new Section 5.35 to appear in the appropriate numerical sequence and to read as follows:

Section 5.35. Maintenance of Ratings; CUSIP and Loan Note Rating.

(a) The City shall at all times (i) maintain, or cause to be maintained, a short-term credit rating on the Commercial Paper Notes by any one of Fitch, Moody's or S&P and (ii) maintain, or cause to be maintained, long-term credit ratings on unenhanced Senior Lien Bonds from any two of Moody's, Fitch or S&P.

(b) Upon the request of the Lender, the City shall immediately use its best efforts to cause (i) a CUSIP number to be obtained from Standard & Poor's CUSIP Service for the Loan Note and (ii) the Loan Note (and its related CUSIP Number) to be assigned a long term rating of at least "Baa3" or "BBB-," respectively, from one of Moody's or Fitch.

1.06. Section 7.12 of the Agreement is hereby amended by adding thereto a new clause (c) to appear in the appropriate alphabetical sequence and to read as follows:

(c) *Assignments to Federal Reserve.* Notwithstanding anything herein to the contrary set forth in this Section 7.12, the Lender may at any time assign, pledge or grant a security interest in all or any portion of its rights, interests and obligations owing to it under the Commercial Paper Notes, this Agreement and/or the Related Documents to secure obligations of the Lender or an Affiliate of the Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or to any state or local governmental entity or with respect to public deposits; *provided*, that any payment in respect of such assigned obligations made by the City to the Lender in accordance with the terms of this Agreement shall satisfy the obligations of the City hereunder in respect of such assigned obligation to the extent of such payment. No such assignment shall release the Lender from its obligations hereunder. Any assignment under this clause (c) shall not require the consent of the City.

1.07. Article VII of the Agreement is hereby amended by adding thereto a new Section 7.20 to appear in the appropriate numerical sequence and to read as follows:

Section 7.20. Electronic Execution of Assignments and Certain Other Documents. This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "Communication"), including Communications required to be in writing, may, if agreed by the Lender, be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf. The City agrees that any Electronic Signature (including, without limitation, facsimile or .pdf) on or associated with any

Communication shall be valid and binding on the City to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the City enforceable against the City in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered to the Lender. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Lender of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Lender may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("*Electronic Copy*"), which shall be deemed created in the ordinary course of the Lender's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Lender is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Lender pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Lender has agreed to accept such Electronic Signature, the Lender shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Lender any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, "*Electronic Record*" and "*Electronic Signature*" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

1.08. Article VII of the Agreement is hereby amended by adding thereto a new Section 7.21 to appear in the appropriate numerical sequence and to read as follows:

Section 7.21. Israel Boycott. The Lender hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas

Government Code, and to the extent such Section does not contravene or otherwise prohibit activities permitted under applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Lender understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Lender and exists to make a profit.

1.09. Article VII of the Agreement is hereby amended by adding thereto a new Section 7.22 to appear in the appropriate numerical sequence and to read as follows:

Section 7.22. Foreign Terrorist Organizations. The Lender represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or 2270.0201 of the Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

https://comptroller.texas.gov/purchasing/docs/iran_list.pdf, or

https://comptroller.texas.gov/purchasing/docs/jto_list.pdf.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Lender and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Lender understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Lender and exists to make a profit.

1.10. Article VII of the Agreement is hereby amended by the addition of a new Section 7.23 thereto to read as follows:

Section 7.23. US QFC Stay Rules.

(a) *Recognition of U.S. Resolution Regimes.* In the event that any party that is a Covered Entity becomes subject to a

proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement (and any interest and obligation in or under this Agreement and any property securing this Agreement) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to this Agreement are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings.* Notwithstanding anything to the contrary in this Agreement or any related agreement, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

“*BHC Act Affiliate*” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“*Covered Entity*” means any of the following:

- (a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"*Default Right*" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"*Insolvency Proceeding*" means a receivership, insolvency, liquidation, resolution, or similar proceeding.

"*U.S. Special Resolution Regime*" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

1.11. The Agreement is hereby amended by adding thereto a new Exhibit I to appear in the appropriate sequence and in the form set forth in Exhibit B attached hereto.

1.12. The Agreement is hereby amended by replacing Exhibit C to the Agreement with Exhibit C attached hereto.

2. CONDITIONS PRECEDENT.

This Amendment shall be effective as of the Amendment Date subject to the satisfaction of or waiver by the Lender of all of the following conditions precedent:

2.01. Delivery by the City and the Lender of an executed counterpart of this Amendment and the Second Amendment to Fee Letter dated the date hereof (the "*Fee Letter Amendment*").

2.02. Delivery by the City to the Lender of:

(a) an authorizing resolution and other required approvals authorizing this Amendment, the Fee Letter Amendment and the transactions contemplated hereby; and

(b) an incumbency certificate of the officers authorized to execute this Amendment and the Fee Letter Amendment.

2.03. Delivery by the City to the Lender of a Loan Note in the form set forth in Exhibit A attached hereto.

2.04. Payment by the City to the Lender of (i) an amendment fee of \$5,000 and (ii) the reasonable fees and expenses of counsel to the Lender as provided in Section 4 hereof.

2.05. Receipt of approval of the Attorney General of Texas relating to this Amendment.

2.06. All other legal matters pertaining to the execution and delivery of this Amendment shall be reasonably satisfactory to the Lender and its counsel.

3. REPRESENTATIONS AND WARRANTIES OF THE CITY.

3.01. The City hereby represents and warrants that the following statements shall be true and correct as of the date hereof:

(a) the representations and warranties of the City contained in Article IV of the Agreement and in each of the other Related Documents are true and correct on and as of the date hereof as though made on and as of such date (except to the extent the same expressly relate to an earlier date); and

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment.

3.02. In addition to the representations given in Article IV of the Agreement, the City hereby represents and warrants as follows:

(a) The execution, delivery and performance by the City of this Amendment, the Fee Letter Amendment and the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the City.

(b) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the City of this Amendment, the Fee Letter Amendment or the Agreement, as amended hereby.

(c) This Amendment, the Fee Letter Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency, liquidation or similar situation of the City and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

4. FEES.

The City shall pay, promptly upon receipt of invoice, the reasonable fees and expenses of counsel to the Lender (such fees not to exceed \$30,000 plus reasonable expenses) in connection with the preparation of this Amendment and the Fee Letter Amendment and the transactions contemplated hereby. The reasonable fees and expenses of counsel to the Lender shall be paid

directly to the Lender's special counsel, Chapman and Cutler LLP, in accordance with instructions provided by Chapman and Cutler LLP.

5. MISCELLANEOUS.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to, and shall mean and be a reference to, the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITH RESPECT TO THE OBLIGATIONS OF THE LENDER UNDER THIS AMENDMENT, AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITH RESPECT TO THE OBLIGATIONS OF THE CITY UNDER THIS AMENDMENT.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission or by e-mail with a pdf copy or other replicating image attached will be effective as delivery of a manually executed counterpart of this Amendment, and any printed or copied version of any signature page so delivered will have the same force and effect as an originally signed version of such signature page.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Date.

CITY OF EL PASO, TEXAS

By: _____

Name: John E. Balliew
Title: President/CEO, El Paso Water
Utilities

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____

Daniel Ortiz
PSB General Counsel

By: _____

Arturo Duran, Chief Financial Officer,
El Paso Water Utilities

APPROVED AS TO FORM:

By: _____

Paul Braden, Bond Counsel

BANK OF AMERICA, N.A.

By: _____

Name: Michael A. Feist

Title: Senior Vice President

EXHIBIT C

FORM OF LOAN NOTE

**City of El Paso, Texas Water and Sewer System
Revolving Credit Agreement**

\$80,000,000

El Paso, Texas

[August __, 2021]

For value received, the CITY OF EL PASO, TEXAS (the "City"), a home-rule city of the State of Texas, organized and existing under and by virtue of the laws of the State of Texas, promises to pay, solely from the funds hereafter referred to, to the order of BANK OF AMERICA, N.A. (the "Lender"), at the address provided in the Agreement (hereinafter defined), the aggregate unpaid principal amount of all Loans hereunder and under the Agreement, not to exceed EIGHTY MILLION DOLLARS (\$80,000,000) in principal amount at any one time outstanding, made by the Lender to the City hereunder, in lawful money of the United States of America, in federal or other immediately available funds, and to pay interest at the rates set forth in the Agreement on the actual unpaid principal amount hereof for each day outstanding from the date hereof until this Loan Note is paid in full, in like money and funds at such office. Interest shall be payable on the dates set forth in the Agreement. Principal on this Loan Note shall be payable in accordance with the Agreement.

This Loan Note is subject to prepayment, and amounts prepaid prior to the last day of the Revolving Credit Period may be reborrowed, all pursuant to the terms and under the conditions of the Revolving Credit Agreement, dated as of August 1, 2015, as amended, between the City and the Lender (the "Agreement," the terms of which are hereby incorporated by reference in this Loan Note). All terms used herein and not defined shall have the same meaning as in the Agreement. Reference is made to the Agreement for provisions as to the prepayment hereof and for reborrowing. Reference is also made to the Agreement for provisions providing for additional interest and other amounts to be payable under certain circumstances. If the Holder enforces this Loan Note upon default, the City shall reimburse the Holder for reasonable costs and expenses incurred by the Holder in collection, including attorneys' fees and expenses as set out in Section 7.05 of the Agreement. This Loan Note shall be construed under and governed by laws of the State of Texas but Chapter 346, Texas, Finance Code, as amended, shall not apply.

This Loan Note, including the interest hereon, is payable solely from and secured by a lien upon the pledge of certain revenues and certain other available funds and money of the City, all as set forth in Section 2.09 of the Agreement and Section 3.09 of the Ordinance (as defined in the Agreement). This Loan Note does not constitute a general obligation or indebtedness of the City within the meaning of any constitutional, charter, or statutory limitations or provisions (and the Holder hereof shall never have the right to require or compel the levy of ad valorem taxes for the payment of the principal of and interest on this Loan Note). Further reference is made to the Agreement and the Ordinance for the provisions relating to the security of this Loan Note and the duties and obligations of the City.

This Loan Note is issued in substitution and replacement for, and evidences all of the indebtedness previously evidenced by, that certain Loan Note dated August 24, 2015, in the principal amount of \$40,000,000, made by the undersigned in favor of the Lender.

Made and executed at El Paso, Texas, as of the date and year first above written.

CITY OF EL PASO, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:
By: _____
Name: _____
Title: _____

(CITY SEAL)

EXHIBIT B

EXHIBIT I

FORM OF INCREASE REQUEST CERTIFICATE

Dated _____, 20__

To: **BANK OF AMERICA, N.A.**, under the Revolving Credit Agreement, dated as of August 1, 2015 between Bank of America, N.A., as the Lender and the City of El Paso, Texas (the "*City*") (as extended, renewed, amended, restated, supplemented or otherwise modified from time to time, the "*Agreement*")

Ladies and Gentlemen:

The City, acting herein by the undersigned Authorized Representative, hereby refers to the Agreement and has requested that the Lender consent to an increase in the Commitment (the "*Increase*"), in accordance with Section 2.15 of the Agreement. Capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Agreement.

After giving effect to such Increase, the Commitment shall be [\$_____].¹

THIS INCREASE REQUEST CERTIFICATE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITH RESPECT TO THE OBLIGATIONS OF THE LENDER UNDER THE AGREEMENT, AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITH RESPECT TO THE OBLIGATIONS OF THE CITY UNDER THE AGREEMENT.

The Increase shall be effective on the date hereof when the executed consent of the Lender is received and otherwise in accordance with Section 2.15 of the Agreement. It shall be a condition to the effectiveness of the Increase that, if applicable, the Increase Request Fee referred to in Section 2.15 of the Agreement shall have been paid.

The City, acting herein by the undersigned Authorized Representative, hereby (i) certifies and attaches hereto the resolutions adopted by the PSB approving or consenting to such Increase, and (ii) certifies that, before and after giving effect to such Increase, (A) the representations and warranties contained in Article IV of the Agreement and the other Related Documents are true and correct on and as of (the Commitment Increase Effective Date) and except that for purposes of this paragraph, the representations and warranties contained in Section 4.08 of the Agreement shall be deemed to refer to the most recent statements furnished pursuant to clause (a) of Section 5.01 of the Agreement, and (B) no Default or Event of Default exists.

¹ In no event shall the Commitment exceed \$80,000,000.

[SIGNATURE PAGES TO FOLLOW]

Please indicate your consent to such Increase by signing the enclosed copy of this letter in the space provided below.

Very truly yours,

CITY OF EL PASO, TEXAS,

By: _____
Authorized Representative

The Lender hereby consents on the date first written above to the above-requested Increase.

BANK OF AMERICA, N.A., as Lender

By _____
Name; _____
Title: _____

EXHIBIT B
AMENDMENT TO FEE LETTER
(See Attached)

SECOND AMENDMENT TO FEE LETTER

This SECOND AMENDMENT TO FEE LETTER (this "*Amendment*") dated August [], 2021 (the "*Amendment Date*"), between the CITY OF EL PASO, TEXAS (the "*City*") and BANK OF AMERICA, N.A. (the "*Lender*"), relating to \$40,000,000 in aggregate principal amount outstanding at any time of the City of El Paso, Texas Water and Sewer Commercial Paper Notes, Series A (the "*Commercial Paper Notes*"). All capitalized terms used herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

WITNESSETH

WHEREAS, the City and the Lender have previously entered into that certain Fee Letter dated August 24, 2015, as amended to date (as may be further amended, supplemented, modified or restated from time to time, the "*Fee Letter*"), in connection with the Revolving Credit Agreement dated as of August 1, 2015, as amended to date (as may be further amended, supplemented, modified or restated from time to time, the "*Agreement*"), supporting the Commercial Paper Notes;

WHEREAS, the parties hereto wish to amend the Fee Letter as set forth herein;

WHEREAS, pursuant to Section 2.2 of the Fee Letter, the Fee Letter may be amended by an instrument in writing and signed by the Lender and the City;

NOW THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. AMENDMENT.

Upon satisfaction of the conditions precedent set forth in Section 2 hereof, the Fee Letter shall be amended as follows:

1.01. Section 1.1 of the Fee Letter is hereby amended and restated in its entirety to read as follows:

Section 1.1. Commitment Fees. The City hereby agrees to pay to the Lender quarterly in arrears on the first Business Day of each January, April, July and October occurring thereafter to the Final Date, and on the Final Date, (each a "*Fee Payment Date*"), a non-refundable commitment fee in an amount equal to the rate per annum associated with the Rating (as defined below), as specified below for each day from and including the Closing Date (the "*Commitment Fee Rate*"), in each case, on the Commitment (without regard to any temporary reductions of the Commitment) (the "*Commitment Fees*") during each related period.

(i) For the period commencing on July 1, 2021, to but not including August 23, 2021, the Commitment Fee Rate for such period shall be determined in accordance with the pricing matrix set forth below:

PRICING LEVEL	MOODY'S RATING	S&P RATING	FITCH RATING	COMMITMENT FEE RATE
Level 1	Aa2 or above	AA or above	AA or above	0.34%
Level 2	Aa3	AA-	AA-	0.54%
Level 3	A1	A+	A+	0.74%
Level 4	A2	A	A	0.94%
Level 5	A3	A-	A-	1.24%
Level 6	Baa1	BBB+	BBB+	1.54%
Level 7	Baa2	BBB	BBB	2.04%
Level 8	Baa3 or Below	BBB- or Below	BBB- or below	4.00%

(ii) For the period commencing on August 23, 2021, and at all times thereafter, the Commitment Fee Rate for such period shall be determined in accordance with the pricing matrix set forth below:

PRICING LEVEL	MOODY'S RATING	S&P RATING	FITCH RATING	COMMITMENT FEE RATE
Level 1	Aa1 or above	AA+ or above	AA+ or above	0.39%
Level 2	Aa2	AA	AA	0.49%
Level 3	Aa3	AA-	AA-	0.59%
Level 4	A1	A+	A+	0.69%
Level 5	A2	A	A	0.89%
Level 6	A3	A-	A-	1.09%
Level 7	Baa1	BBB+	BBB+	1.39%
Level 8	Baa2	BBB	BBB	1.69%
Level 9	Baa3 or Below	BBB- or Below	BBB- or below	2.19%

The following paragraph shall be applicable to both clause (i) (including the pricing matrix) and clause (ii) (including the pricing matrix) above. The term "Rating" as used above shall mean the lowest long-term unenhanced debt ratings assigned by Moody's, Fitch or S&P (each, a "Rating Agency") to any of the City's Senior Lien Bonds. Any change in the Commitment Fee Rate resulting from a change in the Rating shall be and become effective as of and on the date of the announcement of the change in the Rating. References to ratings above are references to rating categories as presently determined by the Rating Agencies and in

the event of adoption of any new or changed rating system by any such Rating Agency, including, without limitation, any recalibration or realignment of the long-term unenhanced debt rating of the City's Senior Lien Bonds in connection with the adoption of a "global" rating scale, each of the ratings from the agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. In the event that any rating is suspended or withdrawn by any Rating Agency, the Commitment Fee Rate shall immediately increase by one and one-half percent (1.50%) from the Commitment Fee Rate otherwise in effect. Upon the occurrence and during the continuance of an Event of Default, the Commitment Fee Rate shall immediately increase by one and one-half of one percent (1.50%) from the Commitment Fee Rate otherwise in effect. The Commitment Fees shall be calculated on the basis of a year of 360 days and actual days elapsed and shall be payable as set forth above, together with interest on the Commitment Fees from the date payment is due until payment in full at the Default Rate. On the Final Date, all fees outstanding shall be paid to the Lender.

1.02. Section 1.4 of the Fee Letter is hereby amended and restated in its entirety to read as follows:

Section 1.4. Termination Fees. If the Commitment is terminated in its entirety prior to August 21, 2025, the City shall pay a termination fee (the "Termination Fee") in an amount equal to the product of (x) the Commitment Fee Rate in effect on the date of termination, (y) the Commitment on the Closing Date and (z) a fraction, the numerator of which is equal to the number of days from and including the date of termination to and including August 21, 2025, and the denominator of which is 360, *provided, however,* that no such Termination Fee shall be payable if (i) any two Rating Agencies shall lower the short-term unenhanced rating of the Lender below "P-1" (or its equivalent) by Moody's, "F1" (or its equivalent) by Fitch, or "A-1" (or its equivalent) by S&P or (ii) such termination occurs solely as a result of the Commercial Paper Notes being refinanced in whole with long-term debt of the City. The Termination Fee, all accrued Commitment Fees, all Loans, all accrued interest thereon and all other amounts owing to the Lender hereunder or under the Agreement shall be payable on the effective date of such termination.

1.03. Section 1.5 of the Fee Letter is hereby amended and restated in its entirety to read as follows:

Section 1.5. Reduction Fees. Notwithstanding the foregoing and anything set forth herein or in the Agreement to the contrary, the City agrees not to permanently reduce the Commitment below \$40,000,000 prior to August 21, 2025, without the payment by the City to the Lender of a reduction fee (the "*Reduction Fee*") in connection with each and every permanent reduction of the Commitment below \$40,000,000 as set forth in the Agreement in an amount equal to the product of (A) the Commitment Fee Rate in effect on the date of such reduction, (B) the difference between the Commitment prior to such reduction and the Commitment after such reduction, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such reduction to and including August 21, 2025, and the denominator of which is 360, *provided, however,* that no such Reduction Fee shall be payable if any two Rating Agencies shall lower the short-term unenhanced rating of the Lender below "*P-1*" (or its equivalent) by Moody's, "*F1*" (or its equivalent) by Fitch, or "*A-1*" (or its equivalent) by S&P or such termination occurs solely as a result of the Commercial Paper Notes being refinanced in whole with long-term debt of the City.

1.04. The Fee Letter is hereby amended by adding thereto a new Section 1.6 to appear in the appropriate numerical sequence and to read as follows:

Section 1.6. Increase Request Fees. Pursuant to Section 2.15 of the Agreement, the City will pay to the Lender an increase request fee (the "*Increase Request Fee*") of \$1,500 in connection with each additional request for an increase in the Commitment made during a calendar year, following the City's second increase request during such calendar year.

2. **CONDITIONS PRECEDENT.**

This Amendment shall be deemed effective on the Amendment Date subject to the satisfaction or waiver of the conditions precedent set forth in the Second Amendment to Revolving Credit Agreement dated the date hereof between the City and the Lender.

3. **MISCELLANEOUS.**

Except as specifically amended herein, the Fee Letter shall continue in full force and effect in accordance with its terms. Reference to this Amendment need not be made in any note, document, agreement, letter, certificate, the Fee Letter or any communication issued or made subsequent to or with respect to the Fee Letter, it being hereby agreed that any reference to the Fee Letter shall be sufficient to refer to the Fee Letter, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein

shall not in any way be affected or impaired hereby. All capitalized terms used herein without definition shall have the same meanings herein as they have in the Fee Letter. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; *PROVIDED*, THAT THE OBLIGATIONS OF THE CITY UNDER THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, will be effective as delivery of a manually executed counterpart of this Amendment, and any printed or copied version of any signature page so delivered will have the same force and effect as an originally signed version of such signature page.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Amendment Date.

CITY OF EL PASO, TEXAS

APPROVED AS TO CONTENT:

By: _____
Name: John E. Balliew
Title: President/CEO El Paso Water Utilities

By: _____
Name: Arturo Duran
Title: Chief Financial Officer, El Paso
Water Utilities

BANK OF AMERICA, N.A.

By: _____
Name: Michael A. Feist
Title: Senior Vice President



Water and Sewer Utility System Revolving Credit Agreement (Commercial Paper Program)

Water and Sewer Commercial Paper Program

Background

- PSB started the Commercial Paper Program on October 14, 1997 and has utilized this cost effective short-term financing tool
- PSB currently has a maximum funding capacity for commercial paper of \$40 million
- A liquidity agreement with Bank of America N.A. (BANA) currently supports the Commercial Paper notes
- This agreement expires August 23, 2021

Water and Sewer Commercial Paper Program

Background

- May 28, 2021, EPWater issued a Request for Proposal (No. RFP 48-21) for Revolving Credit Agreement Services
- PSB received three qualified responses from the following firms:
 - BANA
 - JP Morgan Chase
 - Sumitomo Mitsui

Water and Sewer Commercial Paper Program

EPWater also looked at amending the existing contract with BANA as an option.

The analysis comparing the costs of amending the current contract versus awarding a new contract shows that it is more advantageous to EPWater to amend the current contract with BANA. In addition, the amendment would require minimal administrative burden.

On June 28, 2021, the EPWater Audit, Finance and Investment Committee and on July 14, 2021, the PSB approved the recommendation to amend the current BANA contract.

Timeframe

Date	Event
May 24, 2021	Request for Proposal Issued
June 14, 2021	Request for Proposals Due
June 15–25, 2021	Evaluation / Negotiation Period
June 28, 2021	PSB Finance Committee Approved Staff's Recommendation to Amend Current Contract
July 14, 2021	PSB Approved Revolving Credit Agreement Amendment
August 3, 2021	City Council Considers Approval of Revolving Credit Agreement
August 3– August 23, 2021	Completion and Execution of Amendment No. 2 to Existing Credit Agreement

Water and Sewer Commercial Paper Program

Recommendation

Consider and Approve an Ordinance amending the Ordinance authorizing the issuance of the “City of El Paso, Texas Water and Sewer Commercial Paper Notes, Series A”; Approving and authorizing the execution of an Amendment to an existing Credit Agreement and other related Agreements with respect to such notes; and resolving other matters incident and related thereto.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

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

*****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 29th 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 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.

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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Item 38

Tax Increment Reinvestment Zone #5
Amendment #20 to Project & Finance Plan

Economic & International Development

Mirella Craigo





Goal 1
CULTIVATE AN ENVIRONMENT
CONDUCTIVE TO
STRONG, SUSTAINABLE
ECONOMIC DEVELOPMENT

1.7 : Identify and develop plans for areas of reinvestment and local partnership



Tax Increment Reinvestment Zone No. 5 (Downtown)

On March 18, 2021, the Board of Directors unanimously recommended approval to allocate \$100,000 to the Downtown Management District's Façade Program.



Discussion and Action Item

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



Budget Impact

Statement of Revenues, Expenditures, and Changes in Fund Balance For the Month Ended June 30, 2021

Tax Increment Income	\$ 1,145,538
Expenditures	
Expenses	
Administrative Expenses	48,420
Alleyway Project	400,000
Encumbrances	
Paseo De Las Luces	210,526
FY 2021 Pioneer Plaza & Promenades - Phase I & 2	383,792
Total Expenditures	1,042,738
Net Change in Fund Balance	102,800
Beginning Fund Balance	1,759,137
Ending Fund Balance	\$ 1,861,937
DMD - Façade Program (subject to approval)	100,000
	\$ 1,761,937



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



DOWNTOWN MANAGEMENT DISTRICT

E L P A S O

Downtown Commercial Façade Improvement & Signature Signage & Lighting Grant Programs



Property Valuation Percentage Change



LEGEND

% Change

- 33% - -16%
- 15% - -3%
- 2% - -1%
- 0%
- 1% - 15%
- 16% - 22%
- 23% - 33%
- 34% - 67%
- 68% - 97%
- 98% - 143%
- 144% - 283%
- 284% - 903%



The features represented on this map are in the Texas State Plane Coordinate System, Central Zone, NAD 83, units feet, using the Lambert Conformal Conic projection.

This map was generated using ArcGIS by the GIS Team for the City of El Paso, Texas (915) 2-1439

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 greater scales than its original can induce errors and may lead to misinterpretations of the data. The GIS Division makes no claim to its accuracy or completeness.



GEOGRAPHIC INFORMATION SYSTEMS



DATE:

SOURCE:



Downtown Commercial Façade Improvement Program

History

- Pre-2011 City Economic Development Department managed a Façade Grant Program for small businesses with a \$5,000 maximum matching grant.
- In 2011, a 5-year Interlocal Agreement is entered into between DMD and City.
 - DMD to oversee the management of the grant program
 - Maximum matching grant increases to \$25,000
 - Funding comes from City, TIRZ and DMD.
- In 2016, the DMD and TIRZ established Signature Signage & Lighting Program. DMD establishes Mural and Pedestrian Corridor Improvement Program.
- In 2020, Interlocal Agreement extends DMD program management and amends eligibly for City funded projects. City/TIRZ commit to \$100,000 annually (minus \$2,500 management fee).

**DOWNTOWN
MANAGEMENT DISTRICT**

E L P A S O

Program Year	Starting Balance	City Contribution	TIRZ Contribution	DMD Contribution	Available Funding	Grants Reimbursed	Remaining Funds
2011	\$0	\$100,000	\$50,000	\$150,000	\$300,000	\$200,776	\$99,223
2012	\$99,223	\$0	\$100,000	\$50,000	\$249,223	\$200,247	\$48,975
2013	\$48,975	\$0	\$100,000	\$50,000	\$198,975	\$125,415	\$73,560
2014	\$73,560	\$0	\$100,000	\$50,000	\$223,560	\$139,801	\$83,759
2015	\$83,759	\$0	\$0	\$50,000	\$133,759	\$52,028	\$81,731
2016*	\$81,731	\$0	\$139,000	\$50,000	\$270,731	\$71,069	\$199,662
2017	\$199,662	\$0	\$75,000	\$0	\$274,662	\$149,412	\$125,249
2018	\$125,249	\$0	\$175,000	\$0	\$300,249	\$192,709**	\$107,540
2019	\$107,540	\$0	\$75,000	\$45,000	\$227,540	\$53,295**	\$174,244
2020***	\$174,244	\$0	\$97,500 (Doesn NOT include additional \$100,000)	\$0 (No contribution budgeted for PY 2020)	\$271,744 (Does not include additional \$100,000)	\$272,118**	(\$374)
	TOTALS	\$100,000	\$911,500	\$445,000		\$1,456,870	

*New Grant Programs, ** Not All Grants Reimbursed, *** Partial Year and Not All Reimbursed

Program Year Runs October 1 – September 30. Next Scheduled Contributions: October 1, 2021 (DMD), January 1, 2022 (City/TIRZ)



Return on Investment (2011-May 2021)

# of Completed TIRZ Projects (Facade)	39/49
Base Year Property Value of Completed FAÇADE Projects	\$33,852,348
Total TIRZ Investment	\$687,590.43
Min. Property Owner Investment	\$687,590.49
TOTAL Min Investment	\$1,375,180.86
2020 Total Property Value	\$53,775,776
Total Property Value Increase	\$19,923,428 (59%)*

\$28.97 increase in property valuation for every TIRZ dollar invested.



Record Start to the Year

TIRZ Funded Façade Projects	8	\$194,982.50*
DMD Funded Façade Projects	0	\$0
TIRZ Funded Sign & Light Projects	4	\$52,575.00*
DMD Funded Sign & Light Projects	2	\$43,750.00*
DMD Funded Mural Projects	0	\$0
DMD Funded Ped Corridor Projects	4	\$38,510.75*
TOTALS	18	\$329,818.25*



* Includes projects under construction and pre-approved

Program Year	# of Grants Awarded	Grant Funds Allocated
2011-2012	14	\$200,776.59
2012-2013	11	\$200,247.59
2013-2014	7	\$125,415.09
2014-2015	9	\$139,801.42
2015-2016	7	\$52,028.20
2016-2017	5	\$71,069.10
2017-2018	9	\$149,412.86
2018-2019*	10	\$192,708.89
2019-2020*	6	\$53,295.56

Growing Interest*

Program	Business/Building	Address	Last Contact
Façade	La Negrita	309 S. El Paso St.	10/8/2020
Façade	Residential/Commercial	621 S. Oregon	12/9/2020
Façade	D-Elsa Beauty Salon	702 S. Santa Fe	12/9/2020
Façade	Blue Seal Bakery	623 S. El Paso St.	Pre-Approved
Façade	Benny's Pawn Shop	213 S. El Paso St.	2/5/2021
Façade	Former Rock House Gallery	400 W. Overland	2/9/2021
Façade	Toltec Building	717 E. San Antonio	2/11/2021
Signage & Lighting	DeSoto Hotel	309 E. Mills	Pre-Approved
Ped Corridor	DeSoto Hotel	309 E. Mills	Pre-Approved
Ped Corridor	The Pizza Joint	500 N. Stanton	2/10/2021

*Property/Business Owners have expressed interest in applying but have not submitted an application for consideration.



Legislation Text

File #: 21-793, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Districts 2 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? YES NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: Aviation

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

DEPARTMENT HEAD:

Eduardo Garcia

Digitally signed by Eduardo Garcia
Date: 2021.07.12 16:42:49 -06'00'

(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:

 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 TRAIL 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

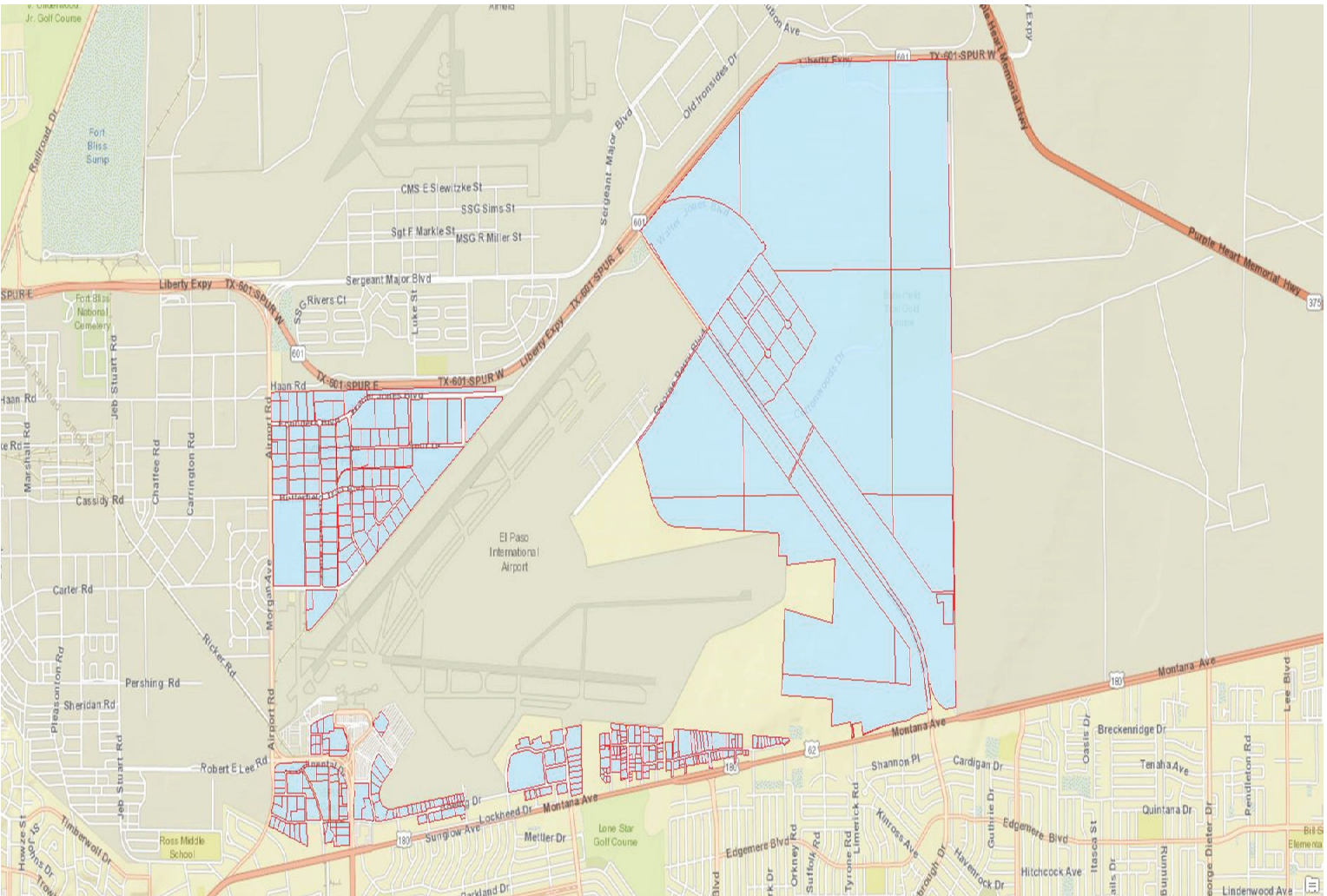
EXHIBIT A
BOUNDARY DESCRIPTION (Continued)

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)&SWPTOF1(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

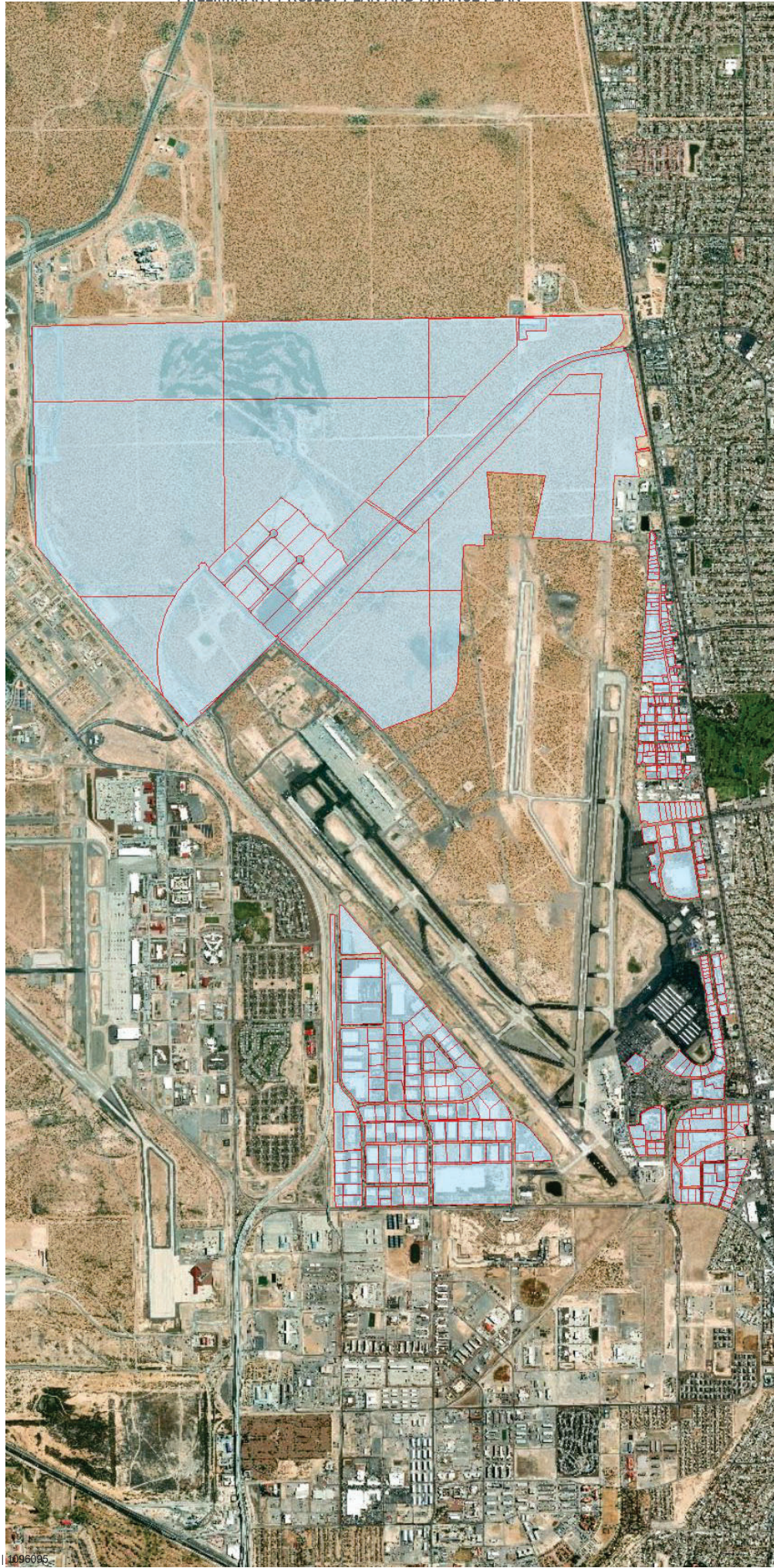
EXHIBIT B
BOUNDARY MAP



- TIRZ Boundary

Tax Increment Reinvestment Zone #14 City of El Paso, Texas

10-17-2751 | 1096095
TIRZ 14 Creation Ordinance
FME



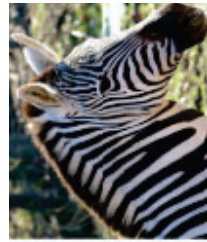
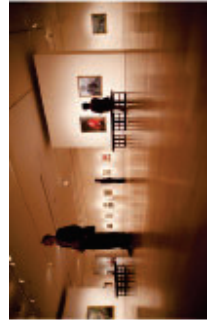
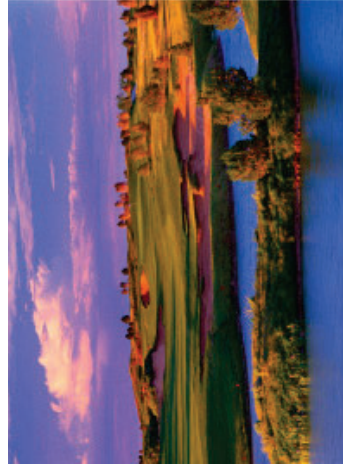
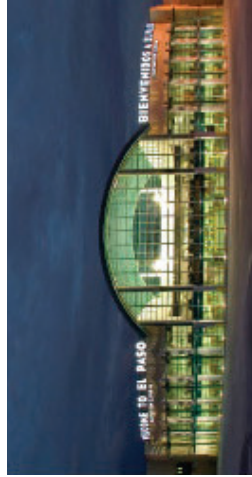


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- Introduction 1
- TIRZ Boundary 2
- Current Conditions & Ownership 3
- Proposed Development 5
- Project Costs 7
- Financial Feasibility Analysis 8
- Terms and Conditions 22
- Appendix A 23



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

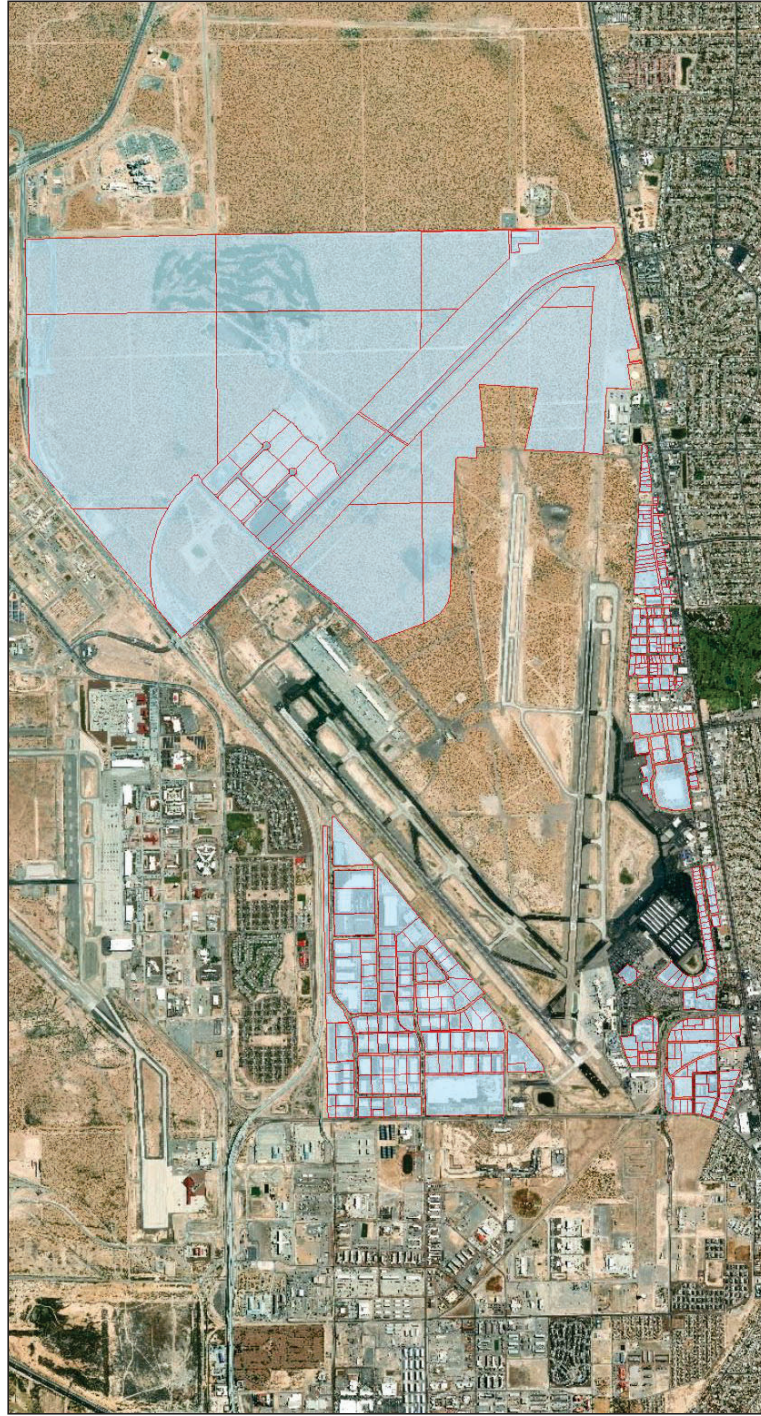
Tax Increment Reinvestment Zone #14, City of El Paso

14-1007-19-1009
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

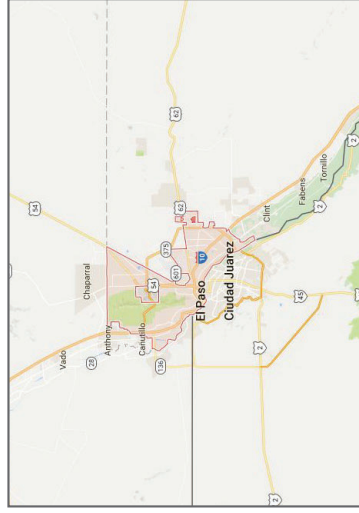
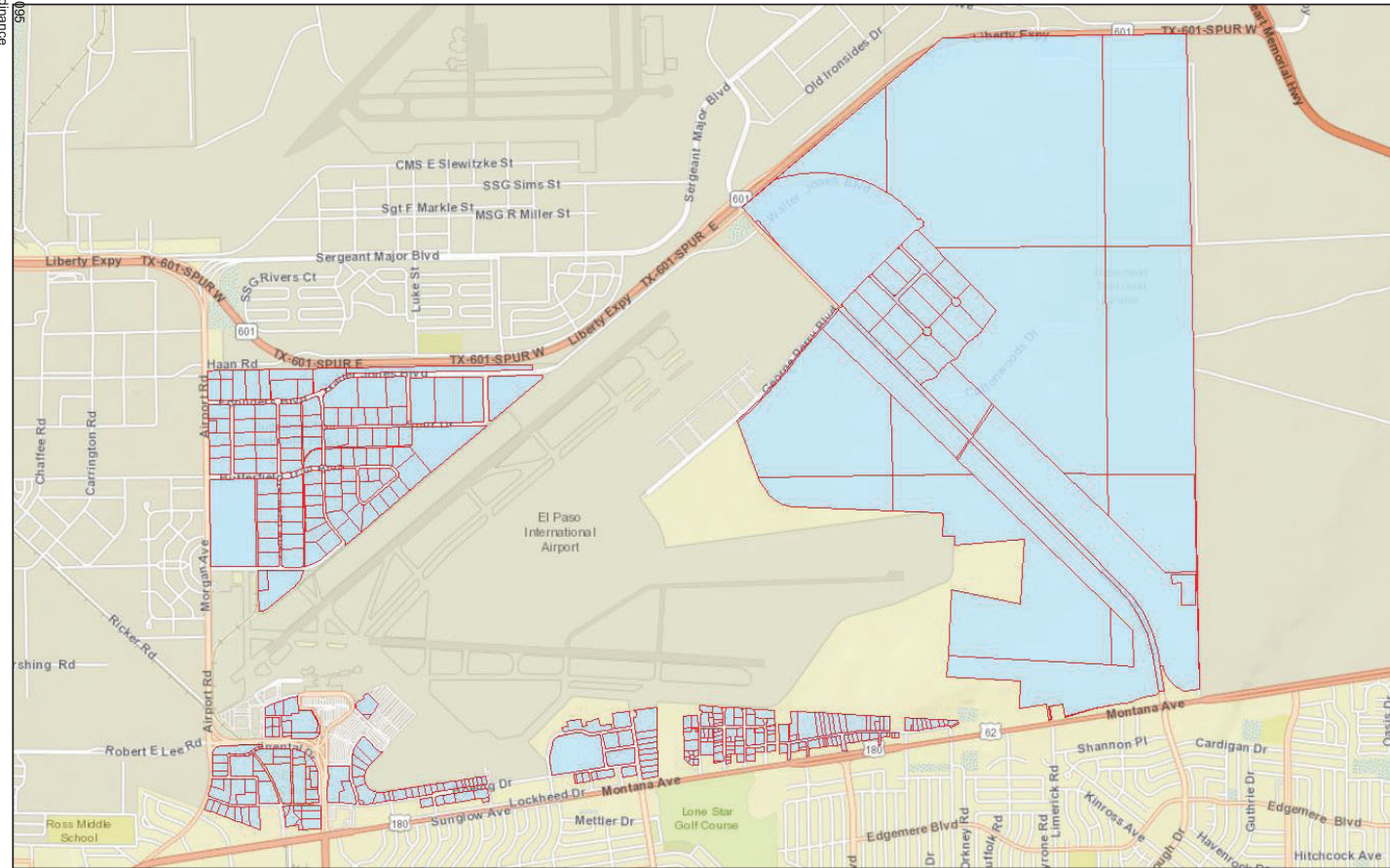


EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

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

2010-2011
 TIRZ 14 Creation Ordinance
 FIVE

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**.

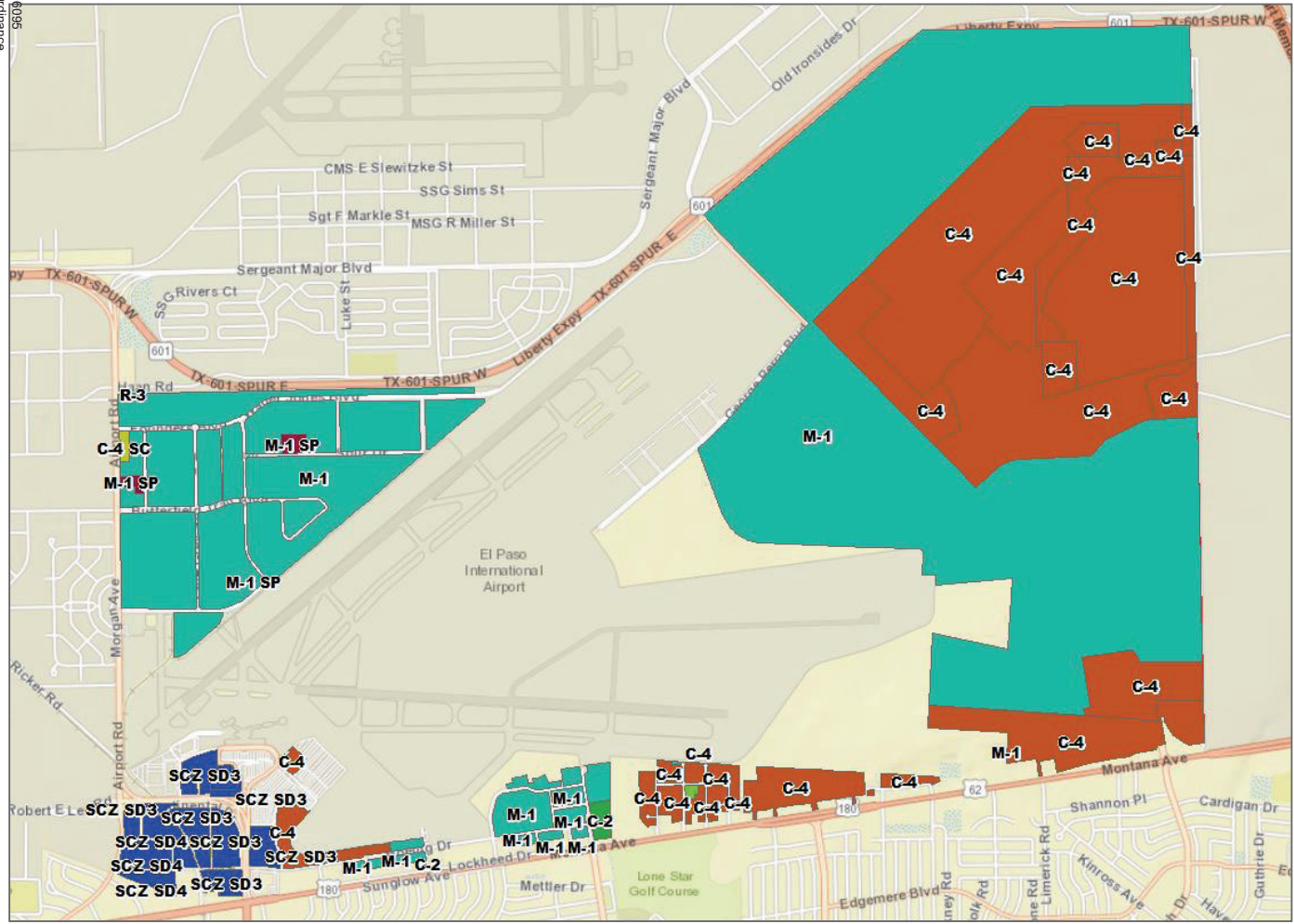
LA-10-099
TIRZ 14 Creation Ordinance
FME

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

EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Proposed Development

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 totaling 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.

10-11-19
TIRZ 14
ME
51096095
Creation Ordinance

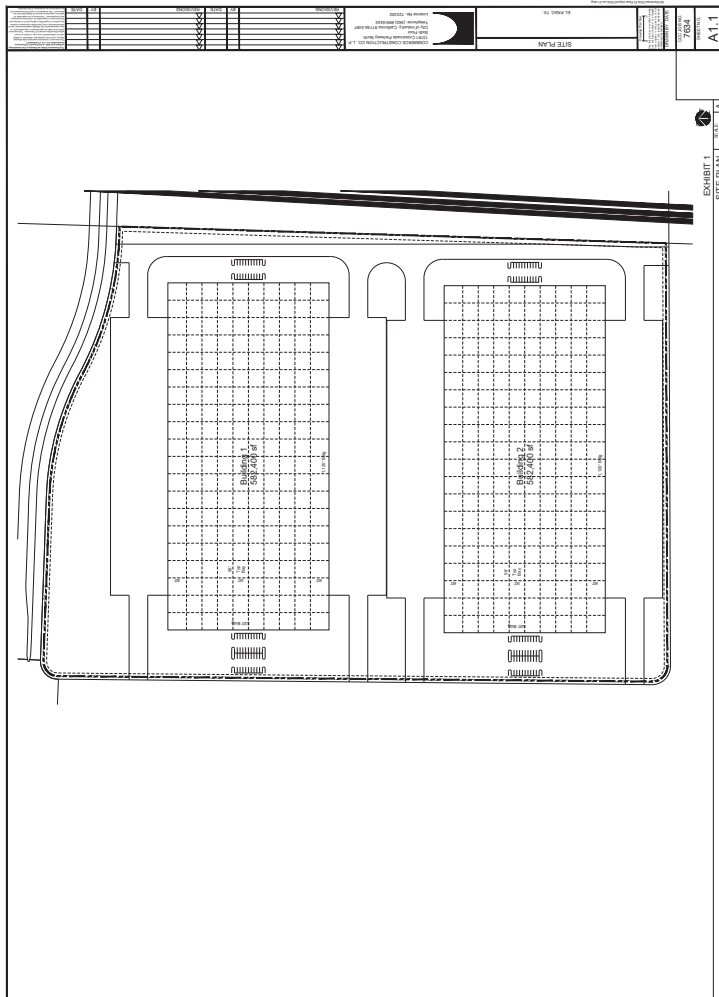
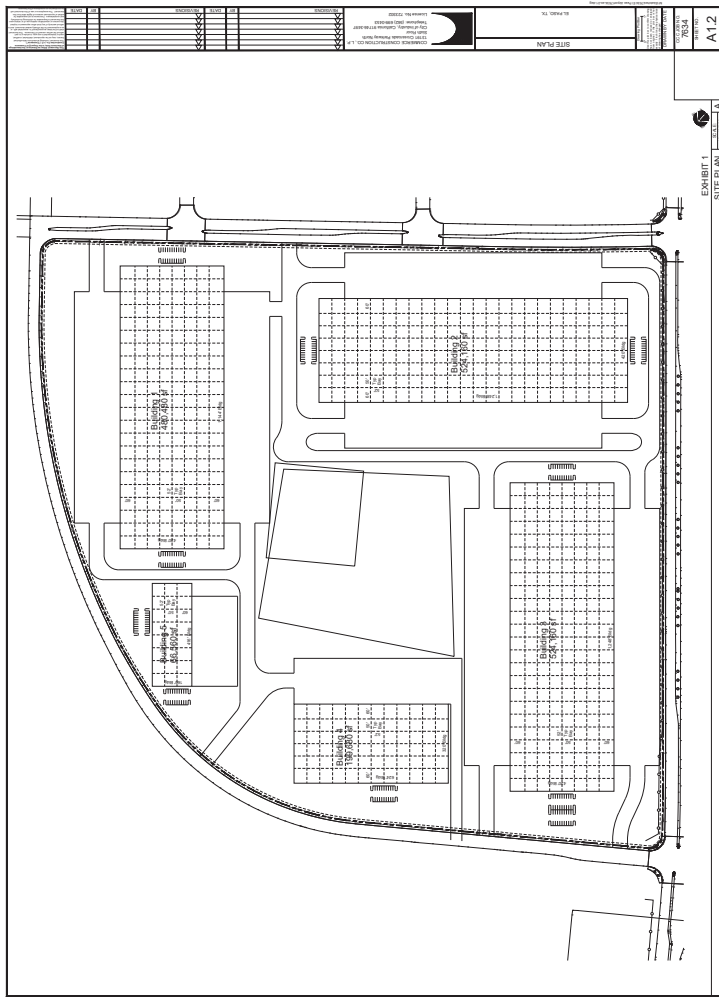
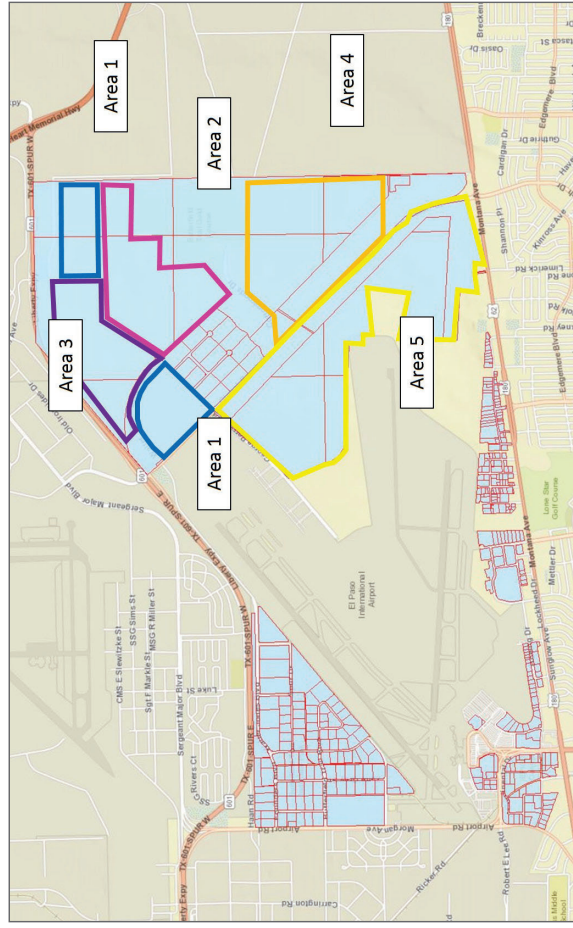


EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Proposed Development

Anticipated Development

The tables below provide an overview of the potential development broken down by Area, along with estimated dates of when the development construction would be completed. It is anticipated that development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ. The Areas depicted in the map to the right are located wholly within the TIRZ but do not represent the entire TIRZ, and are not meant to limit potential development that could generate revenue for the TIRZ.



	Square Feet/Units	Projected Completion Date	Stabilization Year	Taxable Value PSF/Unit	Incremental Value
AREA 1					
LIGHT INDUSTRIAL	480,480	2023	2025	\$35	\$16,816,800
LIGHT INDUSTRIAL	65,560	2023	2025	\$35	\$2,294,600
LIGHT INDUSTRIAL	524,160	2025	2027	\$35	\$18,345,600
LIGHT INDUSTRIAL	198,680	2025	2027	\$35	\$6,988,800
COMMERCIAL	75,000	2025	2027	\$175	\$13,125,000
LIGHT INDUSTRIAL	524,160	2027	2029	\$35	\$18,345,600
OFFICE	150,000	2027	2029	\$200	\$30,000,000
LIGHT INDUSTRIAL	582,400	2027	2029	\$35	\$20,384,000
LIGHT INDUSTRIAL	582,400	2029	2031	\$35	\$20,384,000
	3,183,840				\$146,684,400
AREA 2					
LIGHT INDUSTRIAL	800,000	2025	2035	\$35	\$28,000,000
LIGHT INDUSTRIAL	225,000	2025	2027	\$35	\$7,875,000
LIGHT INDUSTRIAL	100,000	2027	2029	\$35	\$3,500,000
LIGHT INDUSTRIAL	275,000	2027	2029	\$35	\$9,625,000
LIGHT INDUSTRIAL	225,000	2029	2031	\$35	\$7,875,000
LIGHT INDUSTRIAL	125,000	2029	2031	\$35	\$4,375,000
LIGHT INDUSTRIAL	950,000	2031	2033	\$35	\$33,250,000
LIGHT INDUSTRIAL	150,000	2031	2033	\$35	\$5,250,000
LIGHT INDUSTRIAL	450,000	2033	2035	\$35	\$15,750,000
LIGHT INDUSTRIAL	325,000	2033	2035	\$35	\$11,375,000
	3,825,000				\$126,875,000
AREA 3					
LIGHT INDUSTRIAL	250,000	2023	2025	\$35	\$8,750,000
LIGHT INDUSTRIAL	75,000	2023	2025	\$35	\$2,625,000
OFFICE	50,000	2025	2027	\$200	\$10,000,000
LIGHT INDUSTRIAL	350,000	2025	2027	\$35	\$12,250,000
LIGHT INDUSTRIAL	100,000	2025	2027	\$35	\$3,500,000
LIGHT INDUSTRIAL	75,000	2027	2029	\$35	\$2,625,000
COMMERCIAL	100,000	2027	2029	\$175	\$17,500,000
LIGHT INDUSTRIAL	800,000	2029	2031	\$35	\$28,000,000
LIGHT INDUSTRIAL	75,000	2029	2031	\$35	\$2,625,000
LIGHT INDUSTRIAL	75,000	2031	2033	\$35	\$2,625,000
LIGHT INDUSTRIAL	250,000	2031	2033	\$35	\$8,750,000
LIGHT INDUSTRIAL	350,000	2031	2033	\$35	\$12,250,000
	2,850,000				\$111,500,000
AREA 4					
COMMERCIAL	100,000	2024	2024	\$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	2035	2037	\$35	\$17,500,000
LIGHT INDUSTRIAL	1,000,000	2035	2037	\$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
	4,695,848				\$131,250,000
TOTAL	19,379,688				\$749,684,400

Preliminary Project and Financing Plan, TIRZ #14



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.

Proposed Project Costs		
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.

EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Financial Feasibility Analysis

AREA 1: INPUT & OUTPUT

INPUT	
INFLATION RATE	2.00%
DISCOUNT RATE	6.00%

REAL PROPERTY TAX	
City of El Paso (M&O)	50.00%
El Paso County	0%
EPCC	0%
University Medical	0%
El Paso I.S.D.	0%
TOTAL	50.00%

PERSONAL PROPERTY TAX	
City of El Paso (M&O)	0%
El Paso County	0%
EPCC	0%
University Medical	0%
El Paso I.S.D.	0%
TOTAL	0%

Sales Tax Rate	
0.020000	0.00%
0.000000	0.00%

AREA 1

Year	AREA	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY TAX VALUE	SALES TAX VALUE
2023	LIGHT INDUSTRIAL	\$ 60,480	\$ 15,000	\$ 2,072,200
2024	LIGHT INDUSTRIAL	\$ 65,660	\$ 15,000	\$ 933,400
2025	LIGHT INDUSTRIAL	\$ 824,160	\$ 15,000	\$ 7,662,400
2026	LIGHT INDUSTRIAL	\$ 199,680	\$ 15,000	\$ 2,995,200
2027	COMMERCIAL	\$ 75,000	\$ 15,000	\$ 1,125,000
2028	LIGHT INDUSTRIAL	\$ 524,160	\$ 15,000	\$ 7,662,400
2029	OFFICE	\$ 150,000	\$ 15,000	\$ 2,250,000
2030	LIGHT INDUSTRIAL	\$ 592,400	\$ 15,000	\$ 6,736,000
2031	LIGHT INDUSTRIAL	\$ 35,000	\$ 15,000	\$ 575,000
TOTAL		3,183,840		47,577,600

OUTPUT

Year	AREA	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY TAX VALUE	SALES TAX VALUE
2023	LIGHT INDUSTRIAL	\$ 60,480	\$ 15,000	\$ 2,072,200
2024	LIGHT INDUSTRIAL	\$ 65,660	\$ 15,000	\$ 933,400
2025	LIGHT INDUSTRIAL	\$ 824,160	\$ 15,000	\$ 7,662,400
2026	LIGHT INDUSTRIAL	\$ 199,680	\$ 15,000	\$ 2,995,200
2027	COMMERCIAL	\$ 75,000	\$ 15,000	\$ 1,125,000
2028	LIGHT INDUSTRIAL	\$ 524,160	\$ 15,000	\$ 7,662,400
2029	OFFICE	\$ 150,000	\$ 15,000	\$ 2,250,000
2030	LIGHT INDUSTRIAL	\$ 592,400	\$ 15,000	\$ 6,736,000
2031	LIGHT INDUSTRIAL	\$ 35,000	\$ 15,000	\$ 575,000
TOTAL		3,183,840		47,577,600

Year	REAL PROPERTY TAX REVENUE	PERSONAL PROPERTY TAX REVENUE	SALES TAX REVENUE
2023	\$ 30,240	\$ 0	\$ 1,036,100
2024	\$ 32,830	\$ 0	\$ 466,700
2025	\$ 412,080	\$ 0	\$ 3,831,200
2026	\$ 99,840	\$ 0	\$ 1,497,600
2027	\$ 37,500	\$ 0	\$ 562,500
2028	\$ 262,080	\$ 0	\$ 3,831,200
2029	\$ 75,000	\$ 0	\$ 1,125,000
2030	\$ 296,200	\$ 0	\$ 3,368,000
2031	\$ 17,500	\$ 0	\$ 287,500
TOTAL	1,466,634,400		47,577,600

Year	REAL PROPERTY TAX REVENUE	PERSONAL PROPERTY TAX REVENUE	SALES TAX REVENUE
2023	\$ 30,240	\$ 0	\$ 1,036,100
2024	\$ 32,830	\$ 0	\$ 466,700
2025	\$ 412,080	\$ 0	\$ 3,831,200
2026	\$ 99,840	\$ 0	\$ 1,497,600
2027	\$ 37,500	\$ 0	\$ 562,500
2028	\$ 262,080	\$ 0	\$ 3,831,200
2029	\$ 75,000	\$ 0	\$ 1,125,000
2030	\$ 296,200	\$ 0	\$ 3,368,000
2031	\$ 17,500	\$ 0	\$ 287,500
TOTAL	1,466,634,400		47,577,600

EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Financial Feasibility Analysis

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Category	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								
TOTAL TAX REVENUE	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000				
REAL PROPERTY	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	
SALES & USE	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
PERSONAL PROPERTY	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	
Other	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000		
Net	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000		

Preliminary Project and Financing Plan, TIRZ #14



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	AREA	PARTICIPATION
City of El Paso (M&O)	0.62384700	50.00%
El Paso County	0.48997000	0%
EPCC	0.13958900	0%
University Medical	1.11835000	0%
El Paso I.S.D.	1.11835000	0%
TOTAL	2.83880000	0.00000000

PERSONAL PROPERTY TAX	AREA	PARTICIPATION
City of El Paso (M&O)	0.62384700	0%
El Paso County	0.48997000	0%
EPCC	0.13958900	0%
University Medical	1.28777000	0%
El Paso I.S.D.	1.28777000	0%
TOTAL	2.83880000	0.00000000

Sales Tax Rate	0.02000000	0.00%	0.00000000
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▲ AREA 2

Year	Area	Real Property Value	Personal Property Value	Sales Tax Value
2026	680,000	\$ 38,000,000	\$ 15,000,000	\$ 42,000,000
2027	225,000	\$ 7,875,000	\$ 15,000,000	\$ 3,275,000
2028	100,000	\$ 3,600,000	\$ 15,000,000	\$ 1,500,000
2029	275,000	\$ 9,625,000	\$ 15,000,000	\$ 4,125,000
2030	225,000	\$ 7,875,000	\$ 15,000,000	\$ 3,275,000
2031	950,000	\$ 35,000,000	\$ 15,000,000	\$ 1,875,000
2032	150,000	\$ 3,250,000	\$ 15,000,000	\$ 2,250,000
2033	450,000	\$ 15,750,000	\$ 15,000,000	\$ 6,750,000
2034	325,000	\$ 11,375,000	\$ 15,000,000	\$ 4,875,000
TOTAL	3,625,000	128,875,000	12,000,000	-

▲ OUTPUT

Category	Rate	Real Property Value	Personal Property Value	Sales
TOTAL TAX REVENUE		\$ 47,872,878	\$ 33,511,015	\$ 14,361,864
City of El Paso (M&O)	22.0%	\$ 26,267,315	\$ 11,257,421	\$ -
El Paso County	17.2%	\$ 7,522,524	\$ 3,212,757	\$ -
EPCC	4.9%	\$ 14,382,491	\$ 6,163,925	\$ -
University Medical	8.4%	\$ 70,817,438	\$ 30,350,331	\$ -
El Paso I.S.D.	46.4%	\$ 152,481,232	\$ 65,352,297	\$ -
TOTAL	100.0%	219,844,833	120,076,726	14,361,864

Category	Rate	Real Property Value	Personal Property Value	Sales
TOTAL PARTICIPATION		\$ 16,756,507	\$ -	\$ -
City of El Paso (M&O)	100.0%	\$ 16,756,507	\$ -	\$ -
El Paso County	0.0%	\$ -	\$ -	\$ -
EPCC	0.0%	\$ -	\$ -	\$ -
University Medical	0.0%	\$ -	\$ -	\$ -
El Paso I.S.D.	100.0%	\$ 16,756,507	\$ -	\$ -
TOTAL	100.0%	16,756,507	0.00%	0.00%

Category	Rate	Real Property Value	Personal Property Value	Sales
NET BENEFIT		\$ 31,117,371	\$ 14,361,864	\$ -
City of El Paso (M&O)	16.5%	\$ 28,672,315	\$ 3,212,757	\$ -
El Paso County	5.7%	\$ 20,546,415	\$ 6,163,925	\$ -
EPCC	10.2%	\$ 14,382,491	\$ 6,163,925	\$ -
University Medical	50.3%	\$ 101,167,789	\$ 30,350,331	\$ -
El Paso I.S.D.	100.0%	\$ 200,089,816	\$ 65,352,297	\$ -
TOTAL	100.0%	219,844,833	120,076,726	14,361,864

Preliminary Project and Financing Plan, TIRZ #14



EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year	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			
TOTAL TAX REVENUE																																							
LIGHT INDUSTRIAL	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327	14,146,327
RETAIL PROPERTY	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310
City of (Parks/MO)	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310	1,312,310
EPIC - County																																							
EPIC - City																																							
EPIC - TLD																																							
PERSONAL PROPERTY																																							
City of (Parks/MO)																																							
EPIC - County																																							
EPIC - City																																							
EPIC - TLD																																							
SALES TAX																																							
City of (Parks/MO)																																							
EPIC - County																																							
EPIC - City																																							
EPIC - TLD																																							
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																																							



EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Financial Feasibility Analysis

AREA 3 : INPUT & OUTPUT

INPUT

INFLATION RATE	2.00%
DISCOUNT RATE	6.00%

REAL PROPERTY TAX	PARTICIPATION
City of El Paso (MCO)	0.151926
El Paso County	0.000000
EPCC	0.000000
University Medical	0.000000
El Paso I.S.D.	0.000000
	0.311923

PERSONAL PROPERTY TAX	PARTICIPATION
City of El Paso (MCO)	0.000000
El Paso County	0.000000
EPCC	0.000000
University Medical	0.000000
El Paso I.S.D.	0.000000
	0.000000

Sales Tax Rate	0.00%	0.000000
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AREA 3

Year	AREA SF	REAL PROPERTY \$ / SF	TAX VALUE	PERSONAL PROPERTY \$ / SF	TAX VALUE	SALES \$ / SF	TAX VALUE
2023	250,000	\$ 35.00	\$ 8,750,000	15.00	\$ 3,750,000	\$ -	\$ -
2024	75,000	\$ 35.00	\$ 2,625,000	15.00	\$ 1,125,000	\$ -	\$ -
2025	50,000	\$ 20.00	\$ 1,000,000	15.00	\$ 750,000	\$ -	\$ -
2026	50,000	\$ 35.00	\$ 1,750,000	15.00	\$ 750,000	\$ -	\$ -
2027	75,000	\$ 35.00	\$ 2,625,000	15.00	\$ 1,125,000	\$ -	\$ -
2028	100,000	\$ 175.00	\$ 17,500,000	15.00	\$ 1,500,000	\$ 200	\$ 20,000,000
2029	800,000	\$ 35.00	\$ 28,000,000	15.00	\$ 12,000,000	\$ -	\$ -
2030	35,000	\$ 35.00	\$ 1,225,000	15.00	\$ 525,000	\$ -	\$ -
2031	250,000	\$ 35.00	\$ 8,750,000	15.00	\$ 3,750,000	\$ -	\$ -
2032	350,000	\$ 35.00	\$ 12,250,000	15.00	\$ 5,250,000	\$ -	\$ -
TOTAL	2,550,000		111,500,000		31,125,000		20,000,000

OUTPUT

Year	TOTAL REAL PROPERTY	REAL PROPERTY	PERSONAL PROPERTY	SALES
2023	\$ 38,072,862	\$ 29,099,272	\$ 8,972,790	\$ -
2024	\$ 29,842,452	\$ 22,809,209	\$ 7,033,243	\$ -
2025	\$ 6,535,289	\$ 6,523,707	\$ 2,011,892	\$ -
2026	\$ 16,340,033	\$ 12,489,028	\$ 3,851,005	\$ -
2027	\$ 17,245,639	\$ 13,243,581	\$ 40,150,435	\$ -
2028	100.0%	76.4%	22.6%	0.0%
TOTAL	111,500,000	111,500,000	31,125,000	20,000,000

TOTAL PARTICIPATION	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of El Paso (MCO)	\$ 14,549,638	\$ -	\$ -
El Paso County	\$ -	\$ -	\$ -
EPCC	\$ -	\$ -	\$ -
University Medical	\$ -	\$ -	\$ -
El Paso I.S.D.	\$ -	\$ -	\$ -
	\$ 14,549,638	\$ -	\$ -
100.0%	100.0%	0.0%	0.0%

NET BENEFIT	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of El Paso (MCO)	\$ 23,522,626	\$ 8,972,790	\$ -
El Paso County	\$ 29,842,452	\$ 7,033,243	\$ -
EPCC	\$ 6,535,289	\$ 2,011,892	\$ -
University Medical	\$ 16,340,033	\$ 3,851,005	\$ -
El Paso I.S.D.	\$ 10,458,110	\$ 18,891,725	\$ -
	\$ 86,698,509	\$ 40,759,653	\$ -
100.0%	100.0%	75.7%	0.0%

EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Financial Feasibility Analysis

AREA 4 : INPUT & OUTPUT

21-1007-2751 | 1096095
TIRZ 14 Creation Ordinance
FME

INPUT

INFLATION RATE	2.00%
DISCOUNT RATE	6.00%
REAL PROPERTY TAX	
City of El Paso (M&O)	0.62384700
El Paso County	0.48889700
EPCC	0.13865900
University Medical	0.28774700
El Paso I.S.D.	1.31835000
	2.83860000
PERSONAL PROPERTY TAX	
City of El Paso (M&O)	0.62384700
El Paso County	0.48889700
EPCC	0.13865900
University Medical	0.28774700
El Paso I.S.D.	1.31835000
	2.83860000
SALES TAX RATE	
	0.02000000
	0.00000000

OUTPUT

Year	Area	Real Property Tax Value	Personal Property Tax Value	Sales Tax Value
2024	COMMERCIAL	\$ 171	\$ -	\$ -
2028	OFFICE	\$ 75,000	\$ -	\$ -
2033	LIGHT INDUSTRIAL	\$ 35	\$ 15,000	\$ -
2038	LIGHT INDUSTRIAL	\$ 35	\$ 29,750,000	\$ 15,000
2043	OFFICE	\$ 175,000	\$ -	\$ 2,825,000
2048	LIGHT INDUSTRIAL	\$ 200	\$ 25,000,000	\$ -
2053	LIGHT INDUSTRIAL	\$ 35	\$ 17,500,000	\$ 7,500,000
2058	LIGHT INDUSTRIAL	\$ 35	\$ 35,000,000	\$ 15,000
2063	LIGHT INDUSTRIAL	\$ 35	\$ 17,500,000	\$ 7,500,000
2068	LIGHT INDUSTRIAL	\$ 35	\$ 35,000,000	\$ 15,000
2073	LIGHT INDUSTRIAL	\$ 35	\$ 17,500,000	\$ 7,500,000
2078	LIGHT INDUSTRIAL	\$ 35	\$ 35,000,000	\$ 15,000
2083	LIGHT INDUSTRIAL	\$ 35	\$ 17,500,000	\$ 7,500,000
TOTAL		\$ 5,325,000	\$ 233,375,000	\$ 20,000,000
TOTAL TAX REVENUE				
City of El Paso (M&O)	22.0%	\$ 30,171,132	\$ 31,215,542	\$ 6,626,591
El Paso County	17.2%	\$ 31,258,124	\$ 24,486,247	\$ 6,761,877
EPCC	4.9%	\$ 8,940,198	\$ 7,006,200	\$ 1,933,978
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%	\$ 184,868,433	\$ 142,219,351	\$ 32,255,082
			78.4%	21.6%
TOTAL PARTICIPATION				
City of El Paso (M&O)	100.0%	\$ 15,625,771	\$ -	\$ -
El Paso County	0.0%	\$ -	\$ -	\$ -
EPCC	0.0%	\$ -	\$ -	\$ -
University Medical	0.0%	\$ -	\$ -	\$ -
El Paso I.S.D.	0.0%	\$ -	\$ -	\$ -
	100.0%	\$ 15,625,771	\$ -	\$ -
			100.0%	0.0%
NET BENEFIT				
City of El Paso (M&O)	14.6%	\$ 24,252,391	\$ 15,625,771	\$ 6,626,591
El Paso County	78.9%	\$ 31,258,124	\$ 24,486,247	\$ 6,761,877
EPCC	5.4%	\$ 8,940,198	\$ 7,006,200	\$ 1,933,978
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%	\$ 184,838,862	\$ 126,555,520	\$ 33,255,082
			76.3%	23.7%

Financial Feasibility Analysis

EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Category	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	3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EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Financial Feasibility Analysis

AREA 5 : 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 (MGO)	6.62384700
El Paso County	0.00000000
EPCC	0.13869500
University Medical	0.28774700
El Paso I.S.D.	1.31839000
	2.63898000
	0.31192300

PERSONAL PROPERTY TAX	PARTICIPATION
City of El Paso (MGO)	0%
El Paso County	0%
EPCC	0%
University Medical	0%
El Paso I.S.D.	0%
	0%

SALES TAX RATE	0.00%
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OUTPUT

Year	AREA	REAL PROPERTY TAX VALUE	PERSONAL PROPERTY TAX VALUE	SALES TAX VALUE
2023	PROJECT TOLLWAY	\$ 2,046,648	\$ -	\$ -
2024	LIGHT INDUSTRIAL	\$ 35	\$ 8,750,000	\$ 3,750,000
2024	LIGHT INDUSTRIAL	\$ 35	\$ 2,625,000	\$ 1,125,000
2024	COMMERCIAL	\$ 175	\$ 13,125,000	\$ -
2028	LIGHT INDUSTRIAL	\$ 35	\$ 17,500,000	\$ 15,000
2028	LIGHT INDUSTRIAL	\$ 35	\$ 12,250,000	\$ 5,250,000
2030	LIGHT INDUSTRIAL	\$ 35	\$ 17,500,000	\$ 15,000
2030	LIGHT INDUSTRIAL	\$ 35	\$ 17,500,000	\$ 15,000
2032	LIGHT INDUSTRIAL	\$ 35	\$ 17,500,000	\$ 15,000
2032	LIGHT INDUSTRIAL	\$ 35	\$ 17,500,000	\$ 15,000
2034	LIGHT INDUSTRIAL	\$ 35	\$ 17,500,000	\$ 15,000
TOTAL		\$ 4,695,618	\$ 131,250,000	\$ 28,125,000

City of El Paso (MGO)	REAL PROPERTY TAX	PERSONAL PROPERTY TAX	SALES TAX
22.0%	\$ 48,972,553	\$ -	\$ -
17.2%	\$ 38,170,547	\$ 6,421,583	\$ -
4.8%	\$ 11,203,246	\$ 18,36,650	\$ -
9.4%	\$ 21,447,588	\$ 3,516,094	\$ -
46.4%	\$ 105,604,924	\$ 173,12,771	\$ -
100.0%	\$ 227,938,837	\$ 372,79,931	\$ -
	100.0%	16.4%	0.0%

City of El Paso (MGO)	REAL PROPERTY TAX	PERSONAL PROPERTY TAX	SALES TAX
100.0%	\$ 20,890,050	\$ -	\$ -
0.0%	\$ -	\$ -	\$ -
0.0%	\$ -	\$ -	\$ -
0.0%	\$ -	\$ -	\$ -
100.0%	\$ 20,890,050	\$ -	\$ -
	100.0%	0.0%	0.0%

City of El Paso (MGO)	REAL PROPERTY TAX	PERSONAL PROPERTY TAX	SALES TAX
74.1%	\$ 28,082,253	\$ -	\$ -
19.9%	\$ 38,170,547	\$ 6,421,583	\$ -
5.2%	\$ 11,203,246	\$ 18,36,650	\$ -
9.4%	\$ 21,447,588	\$ 3,516,094	\$ -
51.4%	\$ 105,604,924	\$ 173,12,771	\$ -
100.0%	\$ 208,504,558	\$ 372,79,931	\$ -
	100.0%	18.1%	0.0%

Preliminary Project and Financing Plan, TIRZ #14



EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Financial Feasibility Analysis - Proposed TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE RISE GROWTH: 2.0%
DISCOUNT RATE: 6.0%

REAL PROPERTY TAX TABLE

BASE YEAR 2021

BASE YEAR 2022

BASE YEAR 2023

BASE YEAR 2024

BASE YEAR 2025

BASE YEAR 2026

BASE YEAR 2027

BASE YEAR 2028

BASE YEAR 2029

BASE YEAR 2030

BASE YEAR 2031

BASE YEAR 2032

BASE YEAR 2033

BASE YEAR 2034

BASE YEAR 2035

BASE YEAR 2036

BASE YEAR 2037

BASE YEAR 2038

BASE YEAR 2039

BASE YEAR 2040

BASE YEAR 2041

BASE YEAR 2042

BASE YEAR 2043

BASE YEAR 2044

BASE YEAR 2045

BASE YEAR 2046

BASE YEAR 2047

BASE YEAR 2048

BASE YEAR 2049

BASE YEAR 2050

BASE YEAR 2051

BASE YEAR 2052

BASE YEAR 2053

BASE YEAR 2054

BASE YEAR 2055

BASE YEAR 2056

BASE YEAR 2057

BASE YEAR 2058

BASE YEAR 2059

BASE YEAR 2060

BASE YEAR 2061

BASE YEAR 2062

21-1007-2751 | 1096095
TIRZ 14 Creation Ordinance
FME

SALES TAX

SALES TAX

SALES TAX

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EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

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

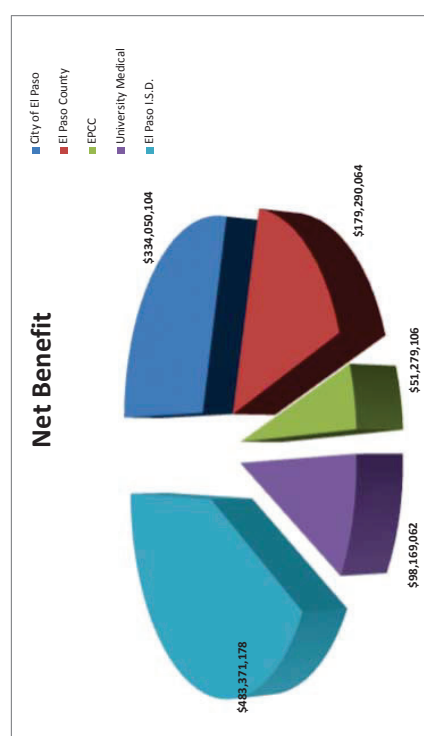
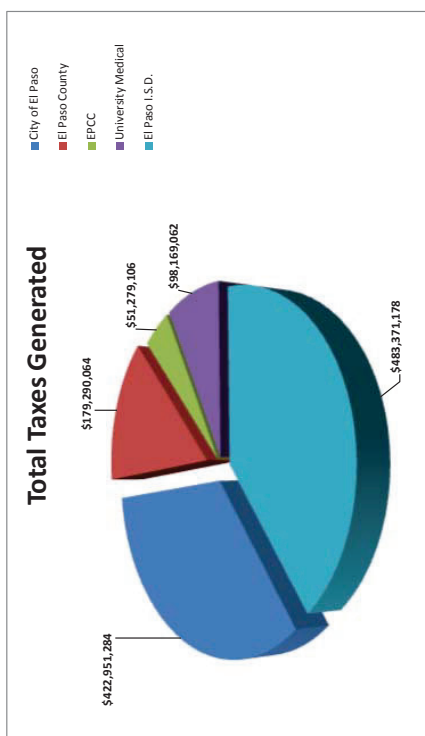
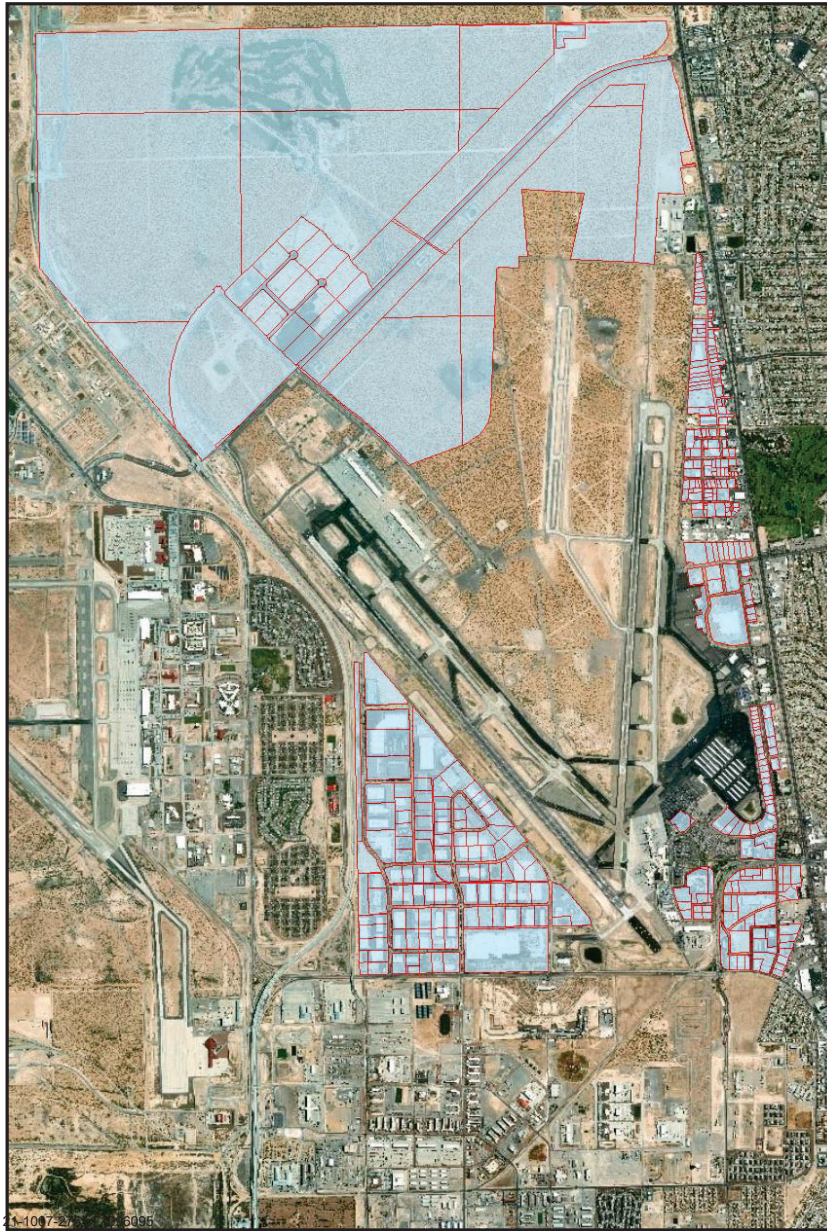


EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Terms and Conditions



1-1017-20 6095
TIRZ 14 Creation Ordinance
FME

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 311.1 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
64247	M63399900505000	F1	5 MONTANA INDUSTRIAL CENTER LOT 8 (17208.90 SQ.FT	0.395	EL PASO POST #36 AMERICAN L	SHELL	ST	\$ -
644706	M63399900504500	F1	5 MONTANA INDUSTRIAL CENTER LOT 7 16539.00 SQ.FT	0.3797	AMERICAN LEGION POST #36	SHELL	AVE	\$ -
644944	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 (22534.1	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	\$ -
2173062	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	\$ -
94511	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	\$ -

EXHIBIT C
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APPENDIX A - TIRZ PARCELS

PROPERTY ID	GEO ID	STATE CODE	LEGAL DESCRIPTION	ACRES	OWNER NAME	ADDRESS	EXEMPTIONS	2020 Taxable Value
303971	E37899900400700	XV-C	4 EL PASO INTL AIRPORT TRS RPL 4 & 3 (EXC SWC) & SLY	3.164	CITY OF EL PASO	6805	BOEING DR	\$ -
340315	E37899900406900	XV-C	4 EL PASO INTL AIRPORT TRS RPL LOT 36 (16400 SQ FT)	0.3765	CITY OF EL PASO		BOEING DR	\$ -
329828	E37899900407100	XV-C	4 EL PASO INTL AIRPORT TRS RPL LOT 37 (16400 SQ FT)	0.3765	CITY OF EL PASO		BOEING DR	\$ -
115659	E37899901300500	XV-C	13 EL PASO INTL AIRPORT TRS RPL LOT 3 (53173 SQ FT)	1.2207	CITY OF EL PASO	1624	HAWKINS BLVD	\$ -
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	\$ -
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	\$ -
372319	E378999002A0300	XV-C	2-A EL PASO INTL AIRPORT TRS RPL 4 TO 6 & 5 237.54 FT	4.798	CITY OF EL PASO	6415	HILLER ST	\$ -
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	\$ -
298283	E37899901300900	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	\$ -
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	\$ -
133026	M63399900203100	XV-C	2 MONTANA INDUSTRIAL CENTER LOT 7 (42000 SQ FT)	0.9642	THE REDEEMED CHRISTIAN CHURCH OF GOD	3707	ADMIRAL ST	\$ -
376055	E37899900400430	XV-C	4 EL PASO INTL AIRPORT TRS RPL PT OF 2 BEG 281.24' 5	1.3786	CITY OF EL PASO	1776	AMERICAN DR	\$ -
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	\$ -
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	\$ -
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	\$ -
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	\$ -
343819	E37899901301300	XV-C	13 EL PASO INTL AIRPORT TRS #8 RPL A LOT 7 (57109 SQ F	1.3111	CITY OF EL PASO	1724	HAWKINS BLVD	\$ -
260776	I32699900305600	XV-C	3 INTER CITY INDUSTRIAL PARK LOT 11-A	0.0514	CITY OF EL PASO		DRAINAGE	\$ -
285380	E37899900300700	XV-C	3 EL PASO INTL AIRPORT TRS RPL LOT 2 (44485 SQ FT)	1.0212	CITY OF EL PASO		BOEING DR	\$ -
79546	E37899900400330	XV-C	4 EL PASO INTL AIRPORT TRS RPL PT OF 2 BEG 145.08' 5	1.6535	CITY OF EL PASO	1820	AMERICAN DR	\$ -
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	\$ -
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	\$ -
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	\$ -
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 ST	\$ -
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	\$ -
287638	M29899900600500	XV-C	6 MC RAE COMMERCIAL DISTRICT RPL LOT 2 (14038 SQ FT)	0.3223	CITY OF EL PASO			\$ -
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	\$ -
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	\$ -
269030	E37899900300100	XV-C	3 EL PASO INTL AIRPORT TRS RPL LOT 1 (33622 SQ FT)	0.7719	CITY OF EL PASO			\$ -
251848	E378999016A0100	XV-C	16 EL PASO INTL AIRPORT TRS #11 LOT 1 (1030015.404 S	23.6459	CITY OF EL PASO		BOEING DR	\$ -
179583	E378999002C8100	XV-C	2-C EL PASO INTL AIRPORT TRS RPL LOT 9 (53922 SQ FT)	1.2379	CITY OF EL PASO		BOEING DR	\$ -
154365	E378999015A0200	XV-C	15 EL PASO INTL AIRPORT TRS #11 LOT 2 (124149.45 SQ F	2.8501	CITY OF EL PASO		BONANZA ST	\$ -
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	\$ -
147990	X580999240A0101	XV-C	80 TSP 2 SEC 40 T & P SURV TR 1-A (15.414 AC)	15.414	CITY OF EL PASO			\$ -
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	\$ -
122870	M29899900602000	XV-C	6 MC RAE COMMERCIAL DISTRICT RPL LOT 5	1.1103	CITY OF EL PASO		PONDING AREA	\$ -
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	\$ -
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	\$ -
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	\$ -

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568302	A765999002C0448	XV-C	2 ASCARATE TR 4-A-26 (75.519 AC)	75.519	CITY OF EL PASO	6795	CONVAIR	\$ -
237249	E378999017A0100	XV-C	*PORTIONS OF* 17 EL PASO INTL AIRPORT TRS #11 LOT 1	33.5267	CITY OF EL PASO	1771	SHUTTLE COLUMI dr	\$ -
882653	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	\$ -
97428	A765999002B0301	XV-C	2 ASCARATE TR 3-B-1 (6.082 AC)	6.082	CITY OF EL PASO			\$ -
646439	E88799900001001	XV-C	EPIA CONRAC LOT 1	107.7643	CITY OF EL PASO	6701	CONVAIR	\$ -
124042	885399900400100	XV-R	4 BUTTERFIELD TRAIL IND PK #1RPLD LOT 1 11.926 AC	11.926	CITY OF EL PASO	10	LEIGH FISHER	\$ -
40797	885399900401000	XV-C	4 BUTTERFIELD TRAIL IND PK #1RPLD LOT 2 (PONDING AREA)	2.309	CITY OF EL PASO		LEIGH FISHER	\$ -
85321	885399900104000	XV-C	1 BUTTERFIELD TRAIL IND PK RPL A LOT 5 173385 SQ FT	3.9804	CITY OF EL PASO	7	LEIGH FISHER	\$ -
365687	885399900800600	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	885399900800700	XV-C	8 BUTTERFIELD TRAIL IND PK #2 LOT 7 163481.71 SQ FT	3.753	CITY OF EL PASO	15	LEIGH FISHER	\$ -
334460	885399900103000	XV-C	1 BUTTERFIELD TRAIL IND PK RPL A LOT 4 (156487.50 SQ F	3.5924	CITY OF EL PASO		ZANE GREY	\$ -
161478	885399900800500	XV-C	8 BUTTERFIELD TRAIL IND PK RPL A LOT 5 165000 SQ FT	3.7879	CITY OF EL PASO	8	ZANE GREY	\$ -
192332	885399900800800	XV-C	8 BUTTERFIELD TRAIL IND PK #2 LOT 8 165467.46 SQ FT	3.7986	CITY OF EL PASO	15	LEIGH FISHER	\$ -
327600	885399900800900	XV-C	8 BUTTERFIELD TRAIL IND PK #2 LOT 9 173101.21 SQ FT	3.9739	CITY OF EL PASO	15	LEIGH FISHER	\$ -
215507	885399900800400	XV-R	8 BUTTERFIELD TRAIL IND PK RPL A LOT 4 165000 SQ FT	3.7879	CITY OF EL PASO	8	ZANE GREY	\$ -
156694	885399900900100	XV-C	9 BUTTERFIELD TRAIL IND PK #2 LOT 1 162061.03 SQ FT	3.7204	CITY OF EL PASO	12	LEIGH FISHER	\$ -
157326	885399900102000	XV-C	1 BUTTERFIELD TRAIL IND PK RPL A LOT 3 (156488 SQ FT)	3.5925	CITY OF EL PASO	7	ZANE GREY	\$ -
344886	885399900801000	XV-C	8 BUTTERFIELD TRAIL IND PK #2 LOT 10 125345.09 SQ F	2.8775	CITY OF EL PASO	15	LEIGH FISHER	\$ -
54701	885399900900200	XV-C	9 BUTTERFIELD TRAIL IND PK #2 LOT 2 145061.07 SQ FT	3.3301	CITY OF EL PASO	12	LEIGH FISHER	\$ -
101708	885399900101700	XV-C	1 BUTTERFIELD TRAIL IND PK RPL A LOT 2-C (157451 SQ FT	3.6146	CITY OF EL PASO		ZANE GREY	\$ -
388656	885399900800300	XV-C	8 BUTTERFIELD TRAIL IND PK RPL A LOT 3 165000 SQ FT	3.7879	CITY OF EL PASO	10	ZANE GREY	\$ -
164563	885399901101000	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 10 154282.69 SQ F	3.5418	CITY OF EL PASO		BUTTERFIELD TRAIL	\$ -
217675	885399901101100	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 11 137684.68 SQ F	3.1608	CITY OF EL PASO		BUTTERFIELD TRAIL	\$ -
213046	885399900801100	XV-C	8 BUTTERFIELD TRAIL IND PK #2 LOT 11 112848.71 SQ F	2.5906	CITY OF EL PASO		LEIGH FISHER	\$ -
113850	885399901009000	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 9 120000 SQ FT	2.7548	CITY OF EL PASO	45	BUTTERFIELD TRAIL	\$ -
379013	885399900900300	XV-C	9 BUTTERFIELD TRAIL IND PK #2 LOT 3 117564.42 SQ FT	2.6989	CITY OF EL PASO	20	BUTTERFIELD TRAIL	\$ -
333901	885399900801200	XV-C	8 BUTTERFIELD TRAIL IND PK #2 LOT 12 83850 SQ FT	1.9249	CITY OF EL PASO	19	LEIGH FISHER	\$ -
212137	885399901101200	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 12 124137.29 SQ F	2.8498	CITY OF EL PASO	20	BUTTERFIELD TRAIL	\$ -
195682	885399900800200	XV-C	8 BUTTERFIELD TRAIL IND PK RPL A LOT 2 (165000 SQ FT)	3.7879	CITY OF EL PASO	12	ZANE GREY	\$ -
290729	885399900101600	XV-C	1 BUTTERFIELD TRAIL IND PK RPL A LOT 2-B (157451 SQ FT	3.6146	CITY OF EL PASO		ZANE GREY	\$ -
350942	885399901100800	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 8 120000 SQ FT	2.7548	CITY OF EL PASO	43	BUTTERFIELD TRAIL	\$ -
174576	885399900900400	XV-C	9 BUTTERFIELD TRAIL IND PK #2 LOT 4 111516 SQ FT	2.5601	CITY OF EL PASO	20	BUTTERFIELD TRAIL	\$ -
210360	885399901000400	XV-C	10 BUTTERFIELD TRAIL IND PK #2 LOT 4 151179.89 SQ FT	3.4706	CITY OF EL PASO	42	BUTTERFIELD TRAIL	\$ -
402743	885399900801300	XV-C	8 BUTTERFIELD TRAIL IND PK #2 LOT 13 111375 SQ FT	2.5568	CITY OF EL PASO	19	LEIGH FISHER	\$ -
204158	885399901101300	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 13 98761.31 SQ FT	2.2672	CITY OF EL PASO	20	BUTTERFIELD TRAIL	\$ -
75020	885399901100700	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 7 (211798 SQ FT)	4.8622	CITY OF EL PASO	43	BUTTERFIELD CIR	\$ -
100509	885399900101000	XV-C	1 BUTTERFIELD TRAIL IND PK RPL A LOT 2 (165854 SQ FT)	3.8075	CITY OF EL PASO	4	BUTTERFIELD TRAIL	\$ -
315243	885399900100100	XV-C	1 BUTTERFIELD TRAIL IND PK RPL A LOT 1 (217466 SQ FT)	49.9189	CITY OF EL PASO	26	BUTTERFIELD TRAIL	\$ -
295643	885399900800100	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	885399901000300	XV-C	10 BUTTERFIELD TRAIL IND PK #2 LOT 3 88867 SQ FT	2.0401	CITY OF EL PASO	40	BUTTERFIELD TRAIL	\$ -

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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	EX-XV	\$ -
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	EX-XV	\$ -
3843444	885399900801400	XV-C	BLK 8 BUTTERFIELD TRAIL IND PK #2 RPL A LOT 14	2.9347	CITY OF EL PASO	LEIGH FISHER BLVD	EX-XV	\$ -
245583	885399901101400	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 14 98426.17 SQ FT	2.2596	CITY OF EL PASO	BUTTERFIELD TRAIL BLVD	EX-XV	\$ -
643445	885399900900500	XV-C	BLK 9 BUTTERFIELD TRAIL IND PK #2 RPL A LOT 5	2.838	CITY OF EL PASO	BUTTERFIELD TRAIL BLVD	EX-XV	\$ -
87501	885399901100600	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 6 185377.10 SQ FT	4.2557	CITY OF EL PASO	BUTTERFIELD TRAIL BLVD	EX-XV	\$ -
175602	885399900700600	XV-C	7 BUTTERFIELD TRAIL IND PK RPL A LOT 6 121452 SQ FT	2.7882	CITY OF EL PASO	ZANE GREY ST	EX-XV	\$ -
160782	885399902016000	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 6 179736.63 SQ FT	4.1262	CITY OF EL PASO	BUTTERFIELD TRAIL BLVD	EX-XV	\$ -
284167	885399902015000	XV-C	6 BUTTERFIELD TRAIL IND PK RPL A LOT 5 165630.42 SQ FT	3.8023	CITY OF EL PASO	AIRPORT RD	EX-XV	\$ -
50770	885399900600500	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 5 186715.09 SQ FT	4.2864	CITY OF EL PASO	BUTTERFIELD TRAIL BLVD	EX-XV	\$ -
257929	885399901100500	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 4 120428.03 SQ FT	2.7646	CITY OF EL PASO	BUTTERFIELD TRAIL BLVD	EX-XV	\$ -
179191	885399901100400	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 3 119763 SQ FT	2.7494	CITY OF EL PASO	BUTTERFIELD TRAIL BLVD	EX-XV	\$ -
413536	885399901100300	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 2 119763 SQ FT	2.7494	CITY OF EL PASO	BUTTERFIELD TRAIL BLVD	EX-XV	\$ -
205979	885399901100200	XV-C	11 BUTTERFIELD TRAIL IND PK #2 LOT 1 119763 SQ FT	2.7494	CITY OF EL PASO	BUTTERFIELD TRAIL BLVD	EX-XV	\$ -
223899	885399901100100	XV-R	BLK 12 BUTTERFIELD TRAIL IND PK #2 RPL A LOT 1	3.3267	CITY OF EL PASO	BUTTERFIELD TRAIL BLVD	EX-XV	\$ -
643446	885399901200100	XV-C	7 BUTTERFIELD TRAIL IND PK RPL A LOT 5 135000 SQ FT	3.0992	CITY OF EL PASO	ZANE GREY ST	EX-XV	\$ -
41106	885399900700500	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 7 150000 SQ FT	3.4435	CITY OF EL PASO	ZANE GREY ST	EX-XV	\$ -
20930	885399902017000	XV-C	6 BUTTERFIELD TRAIL IND PK RPL A LOT 4 150000 SQ FT	3.3465	CITY OF EL PASO	AIRPORT RD	EX-XV	\$ -
348357	885399902014000	XV-C	7 BUTTERFIELD TRAIL IND PK RPL A LOT 4 145772 SQ FT	3.0992	CITY OF EL PASO	ZANE GREY ST	EX-XV	\$ -
131047	885399900600400	XV-C	6 BUTTERFIELD TRAIL IND PK RPL A LOT 4 135000 SQ FT	3.4435	CITY OF EL PASO	BUTTERFIELD TRAIL BLVD	EX-XV	\$ -
291362	885399900700400	XV-C	7 BUTTERFIELD TRAIL IND PK RPL A LOT 4 135000 SQ FT	3.0992	CITY OF EL PASO	ZANE GREY ST	EX-XV	\$ -
348185	885399901200800	XV-C	12 BUTTERFIELD TRAIL IND PK #3 LOT 8 26.2690 ACRES	26.269	CITY OF EL PASO	SPUR DR	EX-XV	\$ -
325906	885399901200700	XV-C	12 BUTTERFIELD TRAIL IND PK #3 LOT 7 132388.50 SQ FT	3.0392	CITY OF EL PASO	SPUR DR	EX-XV	\$ -
246763	885399901200600	XV-C	12 BUTTERFIELD TRAIL IND PK #3 LOT 6 125906.50 SQ FT	2.8904	CITY OF EL PASO	SPUR DR	EX-XV	\$ -
221172	885399901200500	XV-C	12 BUTTERFIELD TRAIL IND PK #3 LOT 5 125906.50 SQ FT	2.8904	CITY OF EL PASO	SPUR DR	EX-XV	\$ -
245665	885399901200400	XV-C	12 BUTTERFIELD TRAIL IND PK #3 LOT 4 125906.50 SQ FT	2.8904	CITY OF EL PASO	SPUR DR	EX-XV	\$ -
348584	885399901200300	XV-C	12 BUTTERFIELD TRAIL IND PK #3 LOT 3 92112.63 SQ FT	2.1146	CITY OF EL PASO	SPUR DR	EX-XV	\$ -
194679	885399901200200	XV-C	12 BUTTERFIELD TRAIL IND PK #3 LOT 2 217297.01 SQ FT	4.9885	CITY OF EL PASO	SPUR DR	EX-XV	\$ -
88464	885399902018000	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 8 150000 SQ FT	3.4435	CITY OF EL PASO	ZANE GREY ST	EX-XV	\$ -
303353	885399902013000	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 3 150000 SQ FT	3.4435	CITY OF EL PASO	CONCORD ST	EX-XV	\$ -
215546	885399900600300	XV-R	6 BUTTERFIELD TRAIL IND PK RPL A LOT 3 145095 SQ FT	3.3309	CITY OF EL PASO	AIRPORT RD	EX-XV	\$ -
207621	X5809927200200	XV-C	80 TSP 2 SEC 27 T & P SURV (72.1611 AC)	72.1611	CITY OF EL PASO		EX-XV	\$ -
398952	885399900700900	XV-C	7 BUTTERFIELD TRAIL IND PK #2 LOT 9 109200 SQ FT	2.5069	CITY OF EL PASO	LEIGH FISHER BLVD	EX-XV	\$ -
336121	885399900700300	XV-C	7 BUTTERFIELD TRAIL IND PK RPL A LOT 3 135000 SQ FT	3.0992	CITY OF EL PASO	ZANE GREY ST	EX-XV	\$ -
44504	885399902019000	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 9 150000 SQ FT	3.4435	CITY OF EL PASO	ZANE GREY ST	EX-XV	\$ -
23256	885399902011000	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 2 150000 SQ FT	3.4435	CITY OF EL PASO	FOUNDERS BLVD	EX-XV	\$ -
192610	885399900701000	XV-C	7 BUTTERFIELD TRAIL IND PK #2 LOT 10 109200 SQ FT	2.5069	CITY OF EL PASO	LEIGH FISHER BLVD	EX-XV	\$ -
406123	885399900700200	XV-C	7 BUTTERFIELD TRAIL IND PK RPL A LOT 2 135000 SQ FT	3.0992	CITY OF EL PASO	ZANE GREY ST	EX-XV	\$ -
37415	885399900600200	XV-C	6 BUTTERFIELD TRAIL IND PK RPL A LOT 2 144750 SQ FT	3.323	CITY OF EL PASO	AIRPORT RD	EX-XV	\$ -
185876	885399901300600	XV-C	13 BUTTERFIELD TRAIL IND PK #3 LOT 6 137737.11 SQ FT	3.162	CITY OF EL PASO	SPUR DR	EX-XV	\$ -

EXHIBIT C
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APPENDIX A - TIRZ PARCELS

PROPERTY ID	GEO ID	STATE CODE	LEGAL DESCRIPTION	ACRES	OWNER NAME	ADDRESS	EXEMPTIONS	2020 Taxable Value
266125	885399901300500	XV-C	13 BUTTERFIELD TRAIL IND PK #2 LOT 5 124000 SQ FT	2.8466	CITY OF EL PASO	27 SPUR	DR	\$ -
27833	885399901300400	XV-C	13 BUTTERFIELD TRAIL IND PK #2 LOT 4 124000 SQ FT	2.8466	CITY OF EL PASO	25 SPUR	DR	\$ -
355191	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	885399902001100	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 1 177021.69 SQ FT	4.0638	CITY OF EL PASO	FOUNDERS	BLVD	\$ -
236570	885399906000100	XV-C	6 BUTTERFIELD TRAIL IND PK RPL A LOT 1 169937.69 SQ FT	3.9012	CITY OF EL PASO	AIRPORT	RD	\$ -
375306	885499902001100	XV-C	2 BUTTERFIELD TRAIL IND PK RPL A LOT 1 141563.50 SQ F	30.2642	CITY OF EL PASO	GLOBAL REACH	DR	\$ -
232673	885399900701100	XV-C	7 BUTTERFIELD TRAIL IND PK #3 LOT 11 17.8467 ACRES	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	BLVD	\$ -
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	885399900301000	XV-R	3 BUTTERFIELD TRAIL IND PK RPL A LOT 8 190326.30 SQ FT	4.3693	CITY OF EL PASO	FOUNDERS	BLVD	\$ -
603412	885499902003000	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #3 LOT 3	9.4691	PEOPLE OF THE STATE OF TEXAS	GLOBAL REACH	BLVD	\$ -
76273	885399900301000	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	\$ -
390997	885399900300400	XV-C	3 BUTTERFIELD TRAIL IND PK RPL A LOT 6 6.3457 ACRES	6.3457	CITY OF EL PASO	FOUNDERS	BLVD	\$ -
25114	885399900303000	XV-R	3 BUTTERFIELD TRAIL IND PK RPL A LOT 5 193793 SQ FT	4.4489	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	4.5271	CITY OF EL PASO	FOUNDERS	BLVD	\$ -
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	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	GUADALUPE PASS DR	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	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	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	DR	\$ -
273869	X5809992700100	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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PROPERTY ID	GEO ID	STATE CODE	LEGAL DESCRIPTION	ACRES	OWNER NAME	ADDRESS	EXEMPTIONS	2020 Taxable Value
663217	X58099922100150	XV-C	80 TSP 2 SEC 21 T & P SURV (61.8876 AC)	61.8876	CITY OF EL PASO	LIBERTY	EX-XV	\$ -
666554	X58000022300100	XV-C	80 TSP 2 SEC 23 T & P SURV (256.7178 AC)	256.7178	CITY OF EL PASO		EX-XV	\$ -
681986	X37899901100311	XV-C	11 EL PASO INTL AIRPORT TRS RPL NLY 181.00 FT OF 2 TO 4	1.6205	CITY OF EL PASO	8630	DR	\$ -
779610	X85399901400300	XV-C	14 BUTTERFIELD TRAIL IND PK #3 LOT 3 14.2762 ACRES	14.2762	CITY OF EL PASO	48	BLVD	\$ -
678328	X37899901002100	XV-C	1-C EL PASO INTL AIRPORT TRS RPL LOT 2 (627772.94 SQ FT)	1.441	CITY OF EL PASO	6510	RD	\$ -
675894	X8539990070100	XV-C	BLK 7 BUTTERFIELD TRAIL INDUSTRIAL PARK #1 REPLAT F LOT	3.04	CITY OF EL PASO	24	ST	\$ -
675892	X853999002F1000	XV-C	BLK 2 BUTTERFIELD TRAIL INDUSTRIAL PARK #1 REPLAT F LOT	4.0755	CITY OF EL PASO	12	FOUNDERS	\$ -
675899	X85399901380900	XV-C	BLK 13 BUTTERFIELD TRAIL INDUSTRIAL PARK #3 REPLAT B LO	10.3379	CITY OF EL PASO	28	LEIGH FISHER	\$ -
675893	X853999003F0700	XV-C	BLK 3 BUTTERFIELD TRAIL INDUSTRIAL PARK #1 REPLAT F LOT	4.755	CITY OF EL PASO	19	FOUNDERS	\$ -
675898	X853999003B0900	XV-C	BLK 3 BUTTERFIELD TRAIL INDUSTRIAL PARK #3 REPLAT B LOT	6.2728	CITY OF EL PASO	25	FOUNDERS	\$ -
678368	E378999001B2250	XV-C	1-B EL PASO INTL AIRPORT TRS RPL LOT 2 (33114.15 SQ FT)	0.7602	CITY OF EL PASO	6510	DR	\$ -
678387	E378999001B0125	XV-C	1-B EL PASO INTL AIRPORT TRS RPL LOT 1 (33114.00 SQ FT)	0.7602	CITY OF EL PASO	6500	RD	\$ -
679635	E378999001C3000	XV-C	1-C EL PASO INTL AIRPORT TRS RPL 3 & 3-A (128768.11 S	2.9561	CITY OF EL PASO	6520	RD	\$ -
680434	E378999002B0500	XV-C	BLK 2-B EL PASO INTL AIRPORT TRS SE PT OF 4 (IRREG ON N	2.5778	CITY OF EL PASO	6451	DR	\$ -
680432	E378999002B0300	XV-C	BLK 2-B EL PASO INTL AIRPORT TRS W PT OF 4 (323.29' ON	3.5002	CITY OF EL PASO	6425	DR	\$ -
680431	E378999002B0200	XV-C	BLK 2-B EL PASO INTL AIRPORT TRS 3 & 5 & 7 & SW PTS OF	3.7003	CITY OF EL PASO	6400	RD	\$ -
680430	E378999002B0100	XV-C	BLK 2-B EL PASO INTL AIRPORT TRS PT OF 1 & 2 & 6 (249.8	1.3077	CITY OF EL PASO	6440	RD	\$ -
680433	E378999002B0400	XV-C	BLK 2-B EL PASO INTL AIRPORT TRS NE PT OF 4 (216.99' ON	1.651	CITY OF EL PASO	6460	ST	\$ -
680488	E378999002A0260	XV-C	2-A EL PASO INTL AIRPORT TRS RPL 5 PT OF 2 & N PT OF	1.727	CITY OF EL PASO	6455	ST	\$ -
680769	E378999001A0100	XV-C	1-A EL PASO INTL AIRPORT TRS LOT 2 (63087.95 SQ FT)	1.4483	CITY OF EL PASO	6440	RD	\$ -
257914	E378999001A0200	XV-C	1-A EL PASO INTL AIRPORT TRS LOT 1 (248092.5 SQ FT)	5.6954	CITY OF EL PASO	1940	BLVD	\$ -
680787	E378999001A0300	XV-C	1-A EL PASO INTL AIRPORT TRS LOT 3 (61301.99 SQ FT)	1.4073	CITY OF EL PASO	6440	RD	\$ -
680789	E378999001A0400	XV-C	1-A EL PASO INTL TRS LOT 4 (61127.75 SQ FT)	1.4033	CITY OF EL PASO	6440	RD	\$ -
681350	E37899901900160	XV-C	19 EL PASO INTL AIRPORT TRS #10 LOT 1 (EXC SEC OF 1)	7.1981	CITY OF EL PASO	1770	BLVD	\$ -
681413	E37899901900170	XV-C	19 EL PASO INTL AIRPORT TRS #10 SEC OF 1 (209.89 FT ON	3.5839	CITY OF EL PASO	6789	DR	\$ -
681421	E37899900703500	XV-C	7 EL PASO INTL AIRPORT TRS RPL 5 & 6 (61564.16 SQ F	1.4133	CITY OF EL PASO	7328	DR	\$ -
681050	E37899900804800	XV-C	8 EL PASO INTL AIRPORT TRS #1 N PT OF 9 (15823.50 SQ FT	0.3633	CITY OF EL PASO	1605	ST	\$ -
681442	E37899900803001	XV-C	8 EL PASO INTL AIRPORT TRS RPL 1 & W 34' OF 2 (38848.1	0.8918	CITY OF EL PASO	7600	DR	\$ -
681443	E37899900803201	XV-C	8 EL PASO INTL AIRPORT TRS RPL 3 & E 120' OF 2 (56307	1.2926	CITY OF EL PASO	7606	DR	\$ -
681444	E37899900803301	XV-C	8 EL PASO INTL AIRPORT TRS RPL 4 TO 6 (94941.00 SQ FT	2.1795	CITY OF EL PASO	7610	DR	\$ -
681445	E37899900803701	XV-C	8 EL PASO INTL AIRPORT TRS RPL 7 & 8 (63294.00 SQ FT)	1.453	CITY OF EL PASO	7618	DR	\$ -
246568	E37899901301900	XV-C	13 EL PASO INTL AIRPORT TRS #8 RPL A 10 TO 12 (5.9	5.9652	CITY OF EL PASO	1760	BLVD	\$ -
166506	X58099923400200	XV-C	80 TSP 2 SEC 34 T & P SURV (11.0744 AC)	11.0744	CITY OF EL PASO		EX-XV	\$ -
115900	E37899900306300	XV-C	3 EL PASO INTL AIRPORT TRS RPL 15 & N 1/2 OF 14 (462	1.0624	CITY OF EL PASO	6610	DR	\$ -
162420	E37899900305800	XV-C	3 EL PASO INTL AIRPORT TRS RPL 10 & N 77 FT OF 9 (67280	1.5445	CITY OF EL PASO		DR	\$ -
698236	E37899902000200	XV-C	BLK 20 EL PASO INTL AIRPORT TRS #12 LOT 2	1.5747	CITY OF EL PASO	6632	DR	\$ -
698237	E37899902000300	XV-C	BLK 20 EL PASO INTL AIRPORT TRS #12 LOT 3	0.8116	CITY OF EL PASO		DR	\$ -
698238	E37899902000400	XV-C	BLK 20 EL PASO INTL AIRPORT TRS #12 LOT 4	0.7672	CITY OF EL PASO		DR	\$ -
698235	E37899902000100	XV-C	BLK 20 EL PASO INTL AIRPORT TRS #12 LOT 1	0.3825	CITY OF EL PASO	6632	DR	\$ -
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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274519	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	EX-XV	\$ -
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		EX-XV	\$ -
690940	B854999001C02A0	XV-C	BLK 1 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C LOT 2	8.1112	PEOPLE OF THE STATE OF TEXAS	10161 MONTANA AVE	EX-XV	\$ -
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	EX-XV	\$ -
704314	B854999002C0200	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C LOT 2	182.9905	CITY OF EL PASO	GLOBAL REACH DR	EX-XV	\$ -
704311	B854999001C0200	XV-C	BLK 1 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C LOT 2	211.6256	CITY OF EL PASO	MONTANA AVE	EX-XV	\$ -
704313	B854999001C0000	XV-C	BLK 1 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C (TXDO	2.3355	PEOPLE OF THE STATE OF TEXAS	MONTANA AVE	EX-XV	\$ -
704315	B854999002C02A0	XV-C	BLK 2 BUTTERFIELD TRAIL AVIATION PARK #2 REPLAT C LOT 2	6.6477	CITY OF EL PASO	GLOBAL REACH DR	EX-XV	\$ -
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	EX-XV	\$ -
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	EX-XV	\$ 2,320
259410	M63399900400200	F1	4 MONTANA INDUSTRIAL CENTER E 25 FT OF N 110 FT O	0.0631	CALCATERA JOSEPH III	MAYFLOWER	EX-XV	\$ 11,538
649651	M29899900600350	F1	6 MC RAE COMMERCIAL CENTER NEC OF 1 (45' ON N-1	0.0733	SPILLMAN ANDREW W		EX-XV	\$ 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	EX-XV	\$ 30,713
123702	B85399900600150	F1	6 BUTTERFIELD TRAIL IND PK RPL A POSS INT IN WLY PT OF	1.1	KASCO VENTURES INC	AIRPORT RD	EX-XV	\$ 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	EX-XV	\$ 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	EX-XV	\$ 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	EX-XV	\$ 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	EX-XV	\$ 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	EX-XV	\$ 117,710
324487	M29899900100300	F1	2 MC RAE COMMERCIAL DISTRICT E 50.7 FT OF 5 (9633 SQ FT	0.2211	BRADHAM MARGARET	9602 CARNEGIE AVE	EX-XV	\$ 119,255
41086	M298999004002000	F1	4 MC RAE COMMERCIAL DISTRICT E PT OF 1 (66.42 FT ON ST	0.1272	MICHAEL HUERTA & ASSOCIATES INC	9810 CARNEGIE AVE	EX-XV	\$ 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	EX-XV	\$ 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	EX-XV	\$ 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	EX-XV	\$ 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	EX-XV	\$ 152,093
182443	I32699900302100	F1	3 INTER CITY INDUSTRIAL PARK LOT 5 (24251 SQ FT)	0.5567	L'HEUREUX ARTHUR L	9933 CARNEGIE AVE	EX-XV	\$ 152,192
84760	M29899900603000	F1	6 MC RAE COMMERCIAL DISTRICT RPL LOT 7 (14600 SQ FT)	0.3352	MIRAMONTES DIANA V	3625 MATTOX ST	EX-XV	\$ 156,947
297519	M29899900202100	F1	2 MC RAE COMMERCIAL DISTRICT LOT 6 (19000 SQ FT)	0.4362	HARGROVE HOMES INC	9604 CARNEGIE AVE	EX-XV	\$ 158,072
84281	X58099924080145	F1	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-E (0.25 AC)	0.25	ESCUDEO JUAN & ADELA H	3709 BUCKNER ST	EX-XV	\$ 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	EX-XV	\$ 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	EX-XV	\$ 169,313
274374	M63399900203600	F1	2 MONTANA INDUSTRIAL CENTER NEC OF 8 (174.31 FT O	0.6271	JTC STORES LLC	3615 ADMIRAL ST	EX-XV	\$ 175,645
363936	M29899900202500	F1	2 MC RAE COMMERCIAL DISTRICT LOT 7 (20350 SQ FT)	0.4672	REIBER DEAN C	9608 CARNEGIE AVE	EX-XV	\$ 176,490
146832	I32699900302600	F1	3 INTER CITY INDUSTRIAL PARK LOT 6 (22100 SQ FT)	0.5073	GONZALEZ MANUEL H	10001 CARNEGIE AVE	EX-XV	\$ 187,267
308885	M79799900105100	F1	1 MORTON LEONARD REPLAT A LOT 2 (21788 SQ FT)	0.5002	JOHNSTON MORTON L	9421 CARNEGIE AVE	EX-XV	\$ 197,788



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
200158	M63399900200300	F1	2 MONTANA INDUSTRIAL CENTER 5 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
315627	I32699900304100	F1	3 INTER CITY INDUSTRIAL PARK LOT 9 (15699 SQ FT)	0.3603	SCOTT ED	10025 CARNEGIE AVE		\$ 201,559
366026	M29899900201900	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	M63399900801500	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	M63399900500100	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	M63399900200900	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	885499900280250	C10	BLK 2 BUTTERFIELD TR L AVIATION PK #2 REPLAT B POSS INT	6.2863	EWM P L L C	3640 GLOBAL REACH DR		\$ 225,785
77830	M63399900802000	F1	8 MONTANA INDUSTRIAL CENTER #5 ELY 20 FT OF 3 & ELY 150	0.4146	B-H PARTNERSHIP	9030 MAYFLOWER AVE		\$ 228,909
202040	M63399900202800	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
105946	X58099924080159	F1	80 TSP 2 SEC 40 T & P SURV TR 1-D-1-A (0.3713 AC)	0.3713	PANKRAITZ 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	M63399900020200	F1	MONTANA INDUSTRIAL CENTER N 80 FT OF 3 (17850 SQ FT)	0.4098	MULTI BIO SENSORS INC	3635 BUCKNER ST		\$ 256,488
351253	M63399900701000	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	M63399900010000	F1	MONTANA INDUSTRIAL CENTER PT OF 3 BEG 80 FT S OF NEC (1	0.8163	UNKNOWN OWNER	3633 BUCKNER ST		\$ 284,278
123392	M63399900801000	F1	8 MONTANA INDUSTRIAL CENTER #5 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	HUERTEA MICHAEL	9720 CARNEGIE AVE		\$ 290,177
228456	M63399900202600	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	M63399900201300	F1	2 MONTANA INDUSTRIAL CENTER 5 100 FT OF 3 (21000	0.4821	ATM RESOURCES LLC	3700 BUCKNER ST		\$ 339,607
109771	M63399900504000	F1	5 MONTANA INDUSTRIAL CENTER LOT 6 (26691 SQ FT)	0.6127	THOMPSON LEE JR	3800 SHELL AVE		\$ 340,811
298530	M63399900502000	F1	5 MONTANA INDUSTRIAL CENTER 2 & SLY PT OF 1 (48.9	1.2003	LEWIS SERGIO & IRENE	3800 ADMIRAL ST		\$ 341,045
332325	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-D (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 & SWPT OF 1 (14	2.2794	H & H DINERO TREE INC	9431 CARNEGIE AVE		\$ 377,371
350412	M63399900702000	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	M63399900201400	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	M63399900500500	F1	5 MONTANA INDUSTRIAL CENTER LOT 3 31488.00 SQ FT	0.7229	HUSLEY RENTAL LLC	9200 MAYFLOWER AVE		\$ 383,953

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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) & SLY T	1.0539	FAROKHINIA MOHAMMED R	9029	MONTANA AVE	\$ 393,828
63793	M63399900601100	F1	6 MONTANA INDUSTRIAL CENTER LOT 2 (29822.62 SQ FT)	0.6846	SARIEDDINE NABILE (CS)	9300	CARNEGIE AVE	\$ 416,500
70400	X5809924080150	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 TR 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	I32699900305100	F1	3 INTER CITY INDUSTRIAL PARK LOT 11 (24778 SQ FT)	0.5688	CHOW YOKE 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	I32699900304600	F1	3 INTER CITY INDUSTRIAL PARK LOT 10	0.3486	PLESANT 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	I32699900301600	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	I32699900300100	F1	3 INTER CITY INDUSTRIAL PARK 1 & 2 (EXC S 120 FT O	1.1637	PARTIDA PROPERTIES LP	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 17 16105.97 SQ	4.0428	SHADOW BENZ INVESTMENTS LLC-SERIES CARR	9715	CARNEGIE AVE	\$ 1,157,050

TIRZ 14 Creation Ordinance
F.M.E.



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	M797999004001100	F1	4 MORTON LEONARD REPLAT A LOT 1 (90450.63 SQ.FT)	2.0765	CARNEGIE BUSINESS PARK LLC	9401 CARNEGIE AVE		\$ 1,350,000
161276	M633999005030000	F1	5 MONTANA INDUSTRIAL CENTER 4 & 5 (97938 SQ.FT)	2.2483	FRANCIS PROPERTIES LLTD	3733 SHELL AVE		\$ 1,350,000
1618008	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
16189275	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



Proposed Tax Increment Reinvestment Zone #14

Economic & International Development
August 3, 2021

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

- 1.1 Stabilize and expand El Paso's tax base
 - Activate targeted (re)development





Economic Development Guided by the Strategic Plan

Goal 1. Cultivate an environment conducive to strong, sustainable, economic development

• 1.1 Stabilize and expand El Paso's tax base

- Activate targeted (re)development (2.0)
 - Airport Development
 - High Priority Corridor Development



TIRZ Strategy → Airport TIRZ

• Expand El Paso's Tax Base

- Identify areas in need of public infrastructure to encourage private investment → EPIA has 1,600 acres of developable land
- Enable commercial development to provide relief to the residential tax payer → Airport property is suited only for commercial and industrial development

• Create and Retain Jobs

- Attract businesses that offer high paying jobs and careers → Airport property is ideally positioned to attract logistics, defense & aerospace, and advanced manufacturing companies

PURPOSE

- TIRZ Overview
- TIRZ Creation Process
- Proposed TIRZ #14
- Next Steps
- Questions



PURPOSE

Tax Increment Reinvestment Zones (TIRZ)

Tax Increment Financing (TIF) is a tool that facilitates economic development within a Tax Increment Reinvestment Zone (TIRZ).

Governed by Texas Tax Code, Chapter 311

Cities, alone or in partnership with other taxing units, can use this tool to pay for improvements in a zone so it will attract new development, facilitate investment, and bring excitement and energy to a designated area.

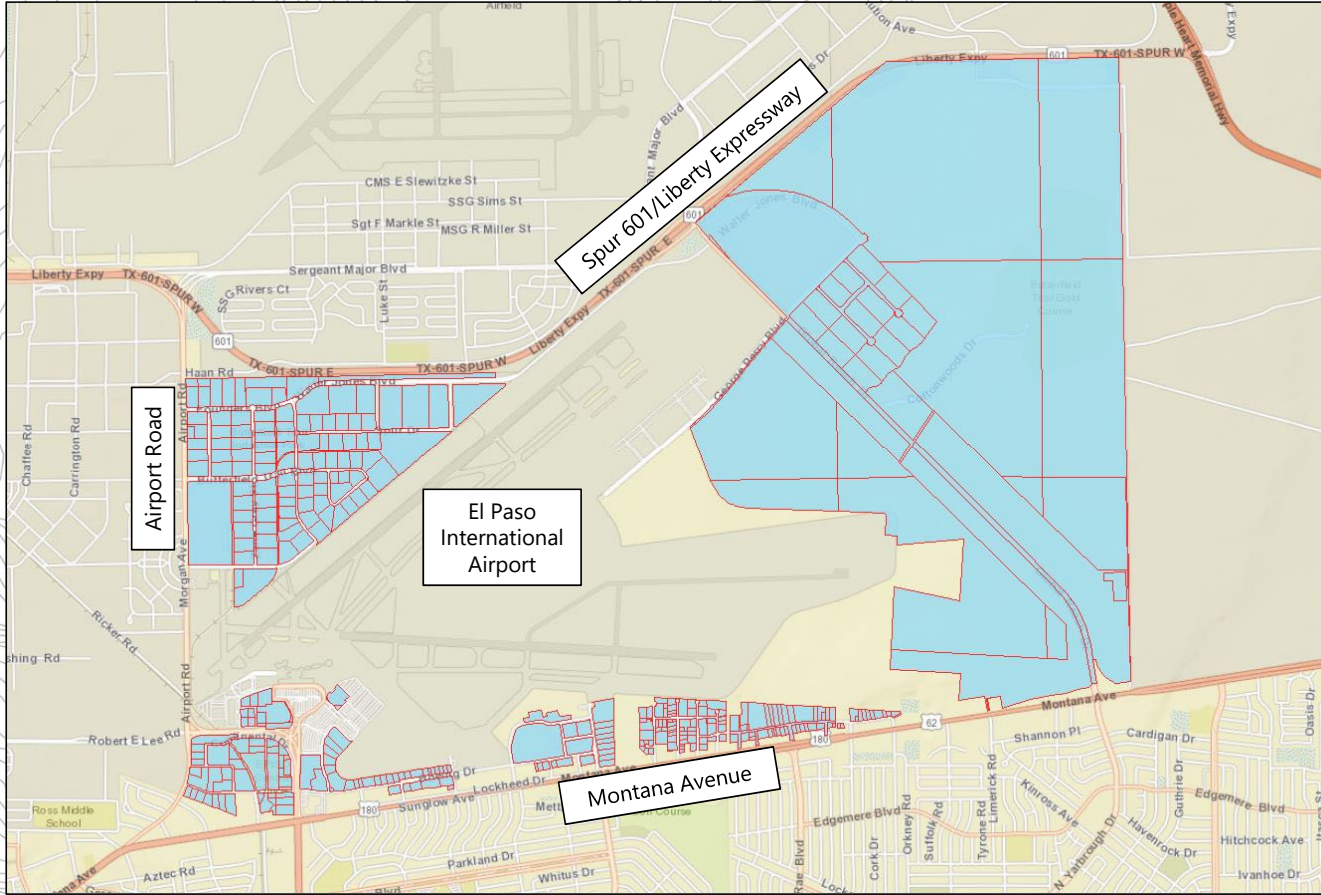
Taxing entities contribute ad valorem taxes received from incremental value increases on property within the TIRZ. Sales tax can also be contributed to a TIRZ. A TIRZ can pay for:

- Cost of public works
- Public improvements
- Economic development programs
- Other projects benefiting the zone

TIRZ CREATION PROCESS

- Chapter 311 outlines the various procedures for creating and amending a TIRZ. Two main documents:
 1. Creation ordinance; and
 2. TIRZ Project and Financing Plan
- Creation ordinance establishes four key elements:
 - Boundary;
 - Term;
 - TIRZ Board; and
 - Preliminary Project and Financing Plan
- Upon TIRZ creation the Final Project and Financing Plan is approved by the TIRZ Board and then the City Council by separate ordinance

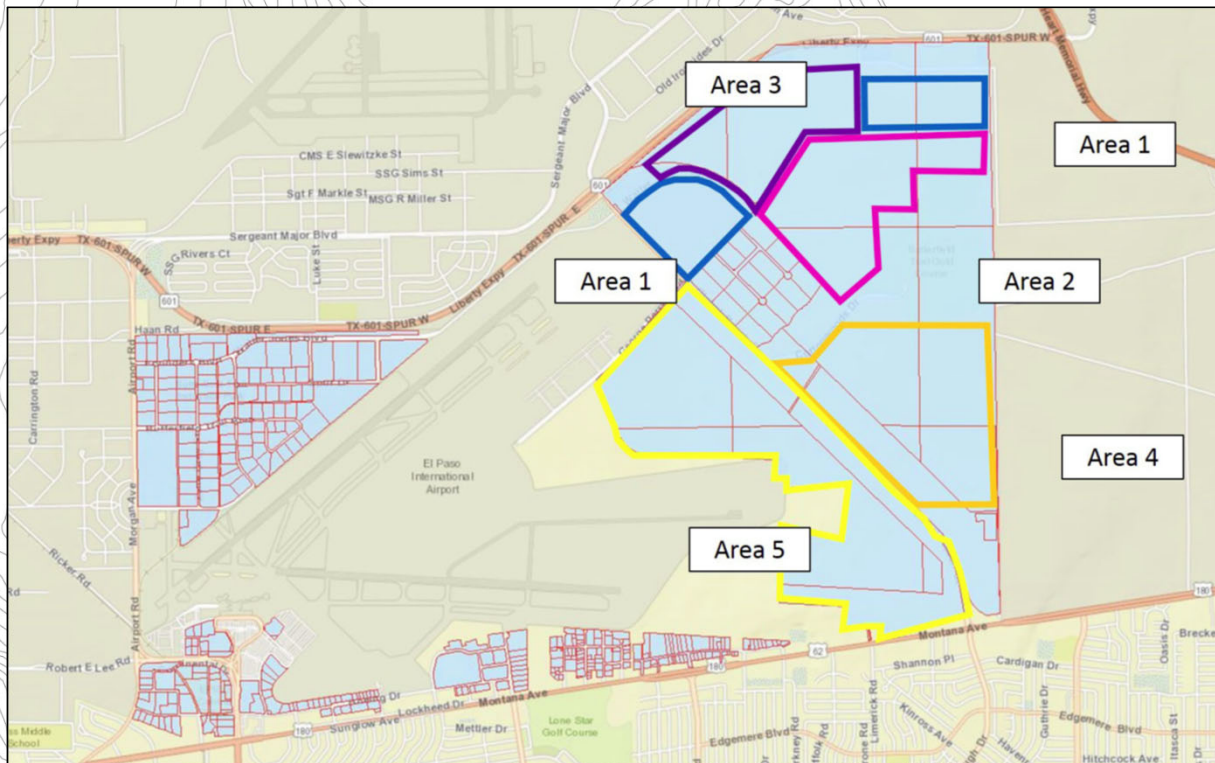
TIRZ #14 - BOUNDARIES



TIRZ #14 - OVERVIEW

- 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 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).
- 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.
- The purpose of the TIRZ is to encourage private development that will yield additional tax revenue to all taxing jurisdictions.

TIRZ #14 – PROPOSED DEVELOPMENT



DP
 DAVID PETTIT
 Economic Development

PROPOSED TIRZ #14

For the purposes of the projections, DPED divided the TIRZ into five areas of future development, but these areas are not meant to limit potential development that could generate revenue for the TIRZ.

TIRZ #14 – PROPOSED DEVELOPMENT

- Given the adjacency to the airport, current zoning, and market demand, industrial, office, and commercial uses are projected.

	Square Feet/Units	Projected Completion Date	Stabilization Year	Taxable Value PSF/Unit	Incremental Value
AREA 1					
LIGHT INDUSTRIAL	480,480	2023	2025	\$35	\$16,816,800
LIGHT INDUSTRIAL	65,560	2023	2025	\$35	\$2,294,600
LIGHT INDUSTRIAL	524,160	2025	2027	\$35	\$18,345,600
LIGHT INDUSTRIAL	199,680	2025	2027	\$35	\$6,988,800
COMMERCIAL	75,000	2025	2027	\$175	\$13,125,000
LIGHT INDUSTRIAL	524,160	2027	2029	\$35	\$18,345,600
OFFICE	150,000	2027	2029	\$200	\$30,000,000
LIGHT INDUSTRIAL	582,400	2027	2029	\$35	\$20,384,000
LIGHT INDUSTRIAL	582,400	2029	2031	\$35	\$20,384,000
	3,183,840				\$146,684,400
AREA 2					
LIGHT INDUSTRIAL	800,000	2025	2035	\$35	\$28,000,000
LIGHT INDUSTRIAL	225,000	2025	2027	\$35	\$7,875,000
LIGHT INDUSTRIAL	100,000	2027	2029	\$35	\$3,500,000
LIGHT INDUSTRIAL	275,000	2027	2029	\$35	\$9,625,000
LIGHT INDUSTRIAL	225,000	2029	2031	\$35	\$7,875,000
LIGHT INDUSTRIAL	125,000	2029	2031	\$35	\$4,375,000
LIGHT INDUSTRIAL	950,000	2031	2033	\$35	\$33,250,000
LIGHT INDUSTRIAL	150,000	2031	2033	\$35	\$5,250,000
LIGHT INDUSTRIAL	450,000	2033	2035	\$35	\$15,750,000
LIGHT INDUSTRIAL	325,000	2033	2035	\$35	\$11,375,000
	3,625,000				\$126,875,000
AREA 3					
LIGHT INDUSTRIAL	250,000	2023	2025	\$35	\$8,750,000
LIGHT INDUSTRIAL	75,000	2023	2025	\$35	\$2,625,000
OFFICE	50,000	2025	2027	\$200	\$10,000,000
LIGHT INDUSTRIAL	350,000	2025	2027	\$35	\$12,250,000
LIGHT INDUSTRIAL	100,000	2025	2027	\$35	\$3,500,000
LIGHT INDUSTRIAL	75,000	2027	2029	\$35	\$2,625,000
COMMERCIAL	100,000	2027	2029	\$175	\$17,500,000
LIGHT INDUSTRIAL	800,000	2029	2031	\$35	\$28,000,000
LIGHT INDUSTRIAL	75,000	2029	2031	\$35	\$2,625,000
LIGHT INDUSTRIAL	75,000	2031	2033	\$35	\$2,625,000
LIGHT INDUSTRIAL	250,000	2031	2033	\$35	\$8,750,000
LIGHT INDUSTRIAL	350,000	2031	2033	\$35	\$12,250,000
	2,550,000				\$111,500,000



PROPOSED TIRZ #14

TIRZ #14 – PROPOSED DEVELOPMENT

- Given the adjacency to the airport, current zoning, and market demand, industrial, office, and commercial uses are projected.

	Square Feet/Units	Projected Completion Date	Stabilization Year	Taxable Value PSF/Unit	Incremental Value
AREA 4					
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	2035	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	19,379,688				\$749,684,400



PROPOSED TIRZ #14

TIRZ #14 – PROPOSED PROJECT COSTS

Proposed Project Costs		
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 costs illustrated in the table above are estimates and may be revised.
- Savings from one line item may be applied to 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.



PROPOSED TIRZ #14

TIRZ #14 – NET BENEFIT

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



PROPOSED TIRZ #14

NEXT STEPS

- City Council Consider Creation Ordinance
- Creation ordinance establishes five key elements:
 - Boundary;
 - Term;
 - TIF Board;
 - City Participation; and
 - Preliminary Project and Financing Plan
- Upon TIRZ creation the Final Project and Financing Plan is approved by the TIRZ Board and then the City Council by separate ordinance



Questions



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 #: 21-719, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

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

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of 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

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

AGENDA DATE: July 7, 2021
PUBLIC HEARING DATE: August 3, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

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 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

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-3 (Residential) and A-O (Apartment/Office) to S-D (Special Development) to allow for library additions with front and rear yard setback reductions. City Plan Commission recommended 5-0 to approve the proposed rezoning on June 17, 2021. As of June 25, 2021, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF 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.

WHEREAS, City of El Paso, (Owner) has applied for a rezoning of property from **R-3 (Residential) and A-O (Apartment/Office)** to **S-D (Special Development)** per Section 20.04.360 of the El Paso City Code; and,

WHEREAS, Owner has also applied for approval of a detailed site development plan pursuant to Sections 20.04.150 and 20.10.360 of the El Paso City Code for front and rear yard setback reductions, which requires approval from both City Plan Commission and City Council; and,

WHEREAS, a public hearing was held for the rezoning and detailed site plan requests at a City Plan Commission meeting; and,

WHEREAS, City Plan Commission has recommended approval of the subject rezoning and detailed site development plan; and,

WHEREAS, the rezoning and detailed site development plan 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 the El Paso City Code.

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

1. Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of A portion of Tract 10-W, A.F. Miller Survey No. 211, 125 Belvidere Street, City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit “A”**, be changed from **R-3 (Residential) and A-O (Apartment/Office)** to **S-D (Special Development)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

3. Pursuant to the requirements of the El Paso City Code, the City Council hereby approves the detailed site development plan submitted by the Owner, to reduce front and rear yard setbacks as permitted under the **S-D (Special Development)** district regulations of 20.04.150 and 20.10.360.

4. A copy of the approved detailed site development plan, signed by the Owner, the City Manager, and the Secretary of the City Plan Commission, is attached hereto, as **Exhibit “B”** and incorporated herein by reference for all purposes.

5. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the **S-D (Special Development)** District regulations.

6. 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 S-D (Special Development)** 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.

7. The approval of this detailed site development plan shall automatically be void if construction on the property is not started in accordance with the attached plan Exhibit "B" within four (4) years from the date hereof.

8. The penalties for violating the standards imposed through this ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2021.

THE CITY OF EL PASO

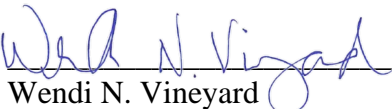
ATTEST:

Oscar Leeser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Wendi N. Vineyard
Assistant City Attorney



Philip Etiwe, Director
Planning & Inspections Department

AGREEMENT

By execution hereof, City of El Paso ("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 S-D (Special Development) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this ____ day of _____, 2021

OWNER: City of El Paso

By: _____

(Print name & Title)

ACKNOWLEDGEMENT

THE STATE OF TEXAS)

)

CO UNTY OF EL PASO)

This instrument is acknowledged before me on this ____ day of _____, 2021, by _____, in his legal capacity on behalf of City of El Paso.

My Commission Expires:

Notary Public, State of Texas

EXHIBIT A

A portion of Tract 10-W
A.F. Miller Survey No. 211
City of El Paso, El Paso County, Texas
March 11, 2021

METES AND BOUNDS DESCRIPTION
125 Belvidere Street

FIELD NOTE DESCRIPTION a portion of Tract 10-W, A.F. Miller Survey No. 211, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a set ½ rebar at the westerly right-of-way line of Belvidere Street (90' R.O.W.) same being the common boundary corner of Lot 1, Block 7, Coronado Terrace Addition and Tract 10-W, A.F. Miller Survey No. 211 and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, along the westerly right-of-way line of Belvidere Street, 100.51 feet along the arc of a curve to the right whose radius is 1211.24 feet, whose interior angle is 04°45'16", whose chord bears South 03°22' 22" East, a distance of 100.48 feet to a set ½ rebar for corner

THENCE, continuing along the westerly right-of-way of Belvidere Street, South 05°45'00" East, a distance of 168.19 feet to a chiseled "X" for corner at the common boundary corner of Tracts 10-S and 10-W;

THENCE, leaving said westerly right-of-way line of Belvidere Street and along the common boundary line of said Tracts, South 84°15'00" West, a distance of 113.23 feet to a set ½ rebar for corner at the common boundary corner of Tracts 6, 10-S and 10-W;

THENCE, along the common boundary line of Tracts 6 and 10-W, North 00°00'00" West, a distance of 90.56 feet to a found 5/8 rebar for corner at the common boundary corner of Tracts 6 and 10-W;

THENCE, along the common boundary line of Tracts 6 and 10-W, North 90°00'00" East, a distance of 11.01 feet to a point for corner at the common boundary corner of Tracts 6, 10-M and 10-W;

THENCE, along the common boundary line of Tracts 10-M and 10-W, North 11°28'00" East, a distance of 118.70 feet to a point for corner along the common boundary line of Tracts 6, 10-M and 10-W;

THENCE, continuing along the common boundary line of Tracts 10-M and 10-W, North 07°14'00" West, a distance of 92.96 feet to a point for corner at the common boundary corner of Tracts 10-M, 10-W and Lot 1, Block 7;

THENCE, along said common boundary line of Lot 1, Block 7 and Tract 10-W, South 77°16'00" East, a distance of 91.26 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 27,526.33 square feet or 0.6319 acres of land more or less.

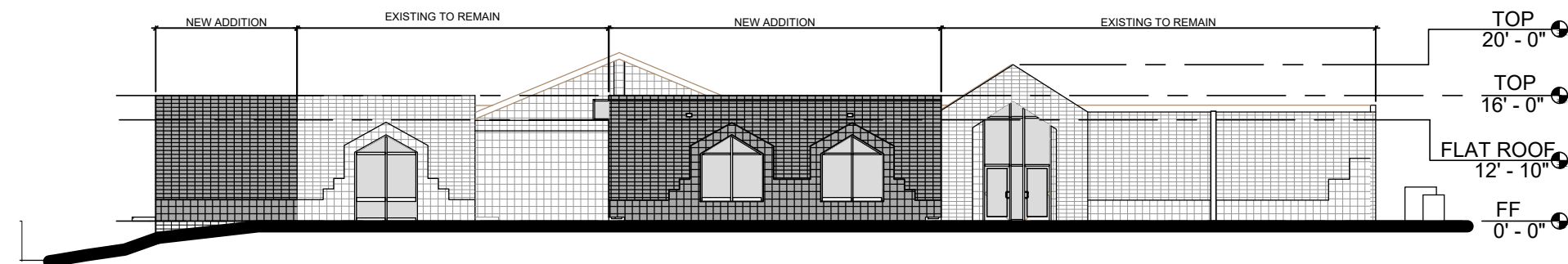
CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2021\21-0823_125 Belvidere Street.wpd



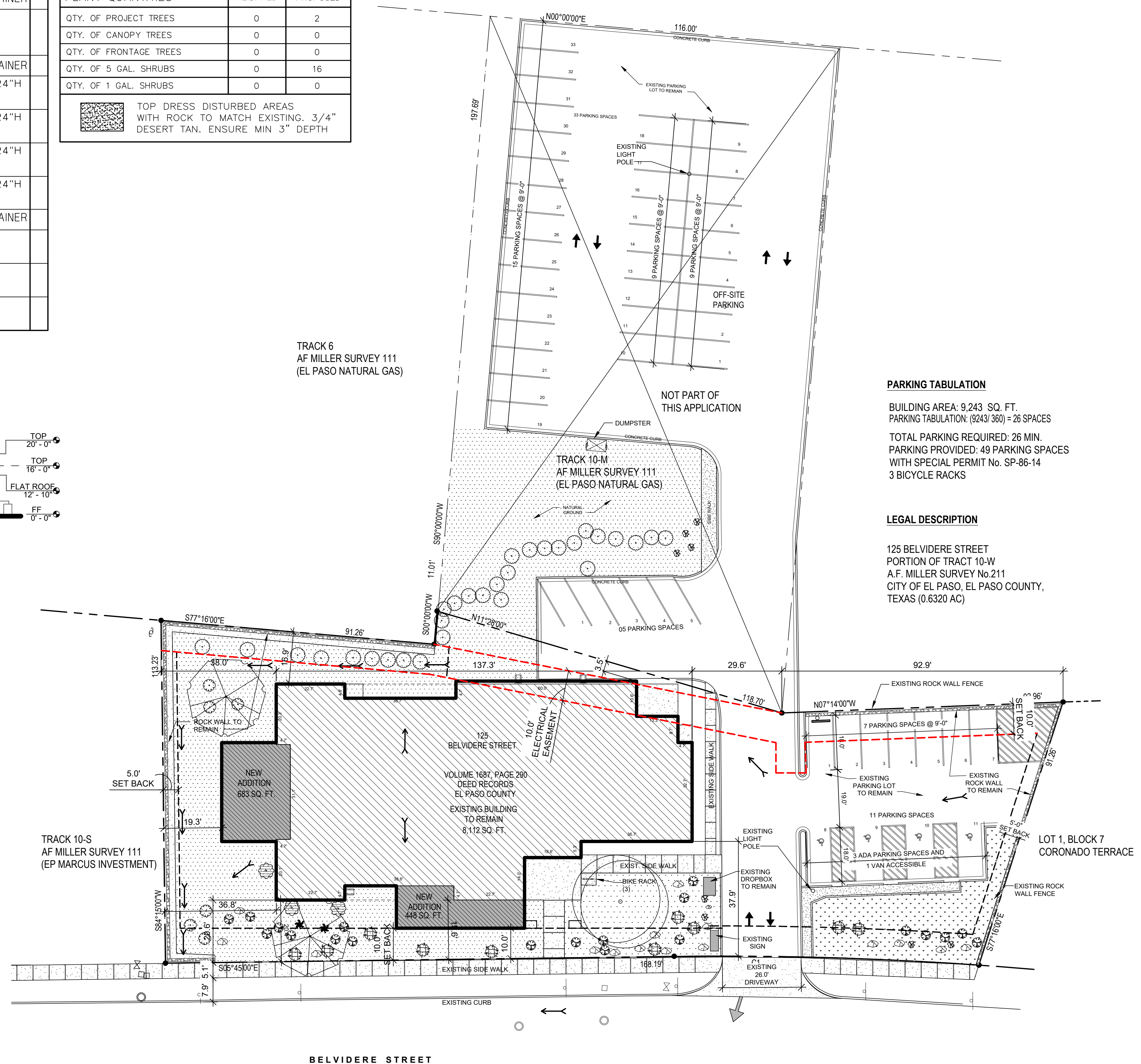
EXHIBIT B

PLANT_SCHEDULE				
TREES	QTY	COMMON / BOTANICAL NAME	SIZE	CONTAINER
	2	Desert Museum Palo Verde / Parkinsonia x Desert Museum	B & B	2"Cal
EXISTING TO REMAIN	QTY	COMMON / BOTANICAL NAME	SIZE	CONTAINER
	1	Thornless Chilean Mesquite / Prosopis chilensis Thornless	---	
SHRUBS	QTY	COMMON / BOTANICAL NAME	SIZE	CONTAINER
	6	Barometerbush / Leucophyllum langmaniae Lynn s Legacy	5 gal	18"-24"H
	2	Brakelights Red Yucca / Hesperaloe parviflora Brakelights TM	5 gal	18"-24"H
	5	Purple Lantana / Lantana montevidensis Purple	5 gal	18"-24"H
	3	Yellow Bells / Tecoma x Sunrise	5 gal	18"-24"H
EXISTING SHRUBS TO REMAIN	QTY	COMMON / BOTANICAL NAME	SIZE	CONTAINER
	30	Oleander / Nerium indicum	---	
	8	Soft Leaf Yucca Multi-Trunk / Yucca recurvifolia	---	
	20	Texas Sotol / Dasylirion texanum	---	

LANDSCAPE ORDINANCE		
LANDSCAPE AREA REQUIRED:		
ADDITION UNDER 1,00 SQ. FT.	N/A	
SITE HAS EXISTING LANDSCAPE AREAS. NO NEW AREAS ARE BEING ADDED		
PLANT QUANTITIES	REQUIRED	PROPOSED
QTY. OF PROJECT TREES	0	2
QTY. OF CANOPY TREES	0	0
QTY. OF FRONTAGE TREES	0	0
QTY. OF 5 GAL. SHRUBS	0	16
QTY. OF 1 GAL. SHRUBS	0	0
TOP DRESS DISTURBED AREAS WITH ROCK TO MATCH EXISTING. 3/4" DESERT TAN. ENSURE MIN 3" DEPTH		

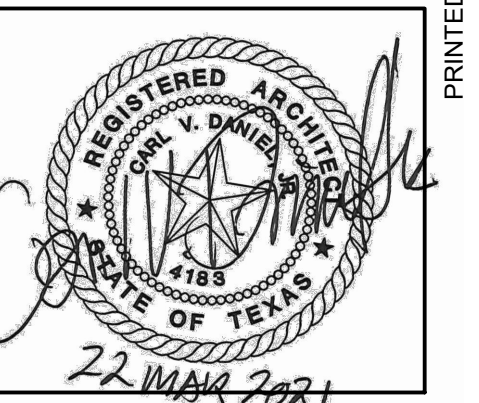


FRONT EXTERIOR ELEVATION 2
SCALE: 1" = 20'-0"

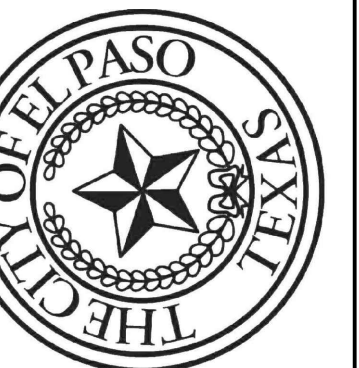


THIS EXHIBIT IS PREPARED FOR REZONING APPLICATION PURPOSES. EXISTING ZONING A-O/R3 PROPOSED ZONING SD

DETAILED SITE DEVELOPMENT PLAN 1
SCALE: 1" = 20'-0"



WESTSIDE BRANCH LIBRARY RENOVATIONS
125 BELVIDERE ST., EL PASO, TX. 79912



NO.	DATE	REVISION

SHEET:
DETAILED SITE DEVELOPMENT PLAN

125 Belvidere Street

City Plan Commission — June 17, 2021



CASE NUMBER: PZRZ21-00008
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: City of El Paso
REPRESENTATIVE: City of El Paso
LOCATION: 125 Belvidere Street (District 8)
PROPERTY AREA: 0.632 acres
REQUEST: Rezone from R-3 (Residential) and A-O (Apartment/Office) to S-D (Special Development) and setback reductions
RELATED APPLICATIONS: None
PUBLIC INPUT: None

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) and A-O (Apartment/Office) to S-D (Special Development) to allow for library additions with setback reductions.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The recommendation is based on the compatibility of the proposed zoning district with the surrounding residential and light commercial districts in the immediate area. It is also based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan.

PZRZ21-00008

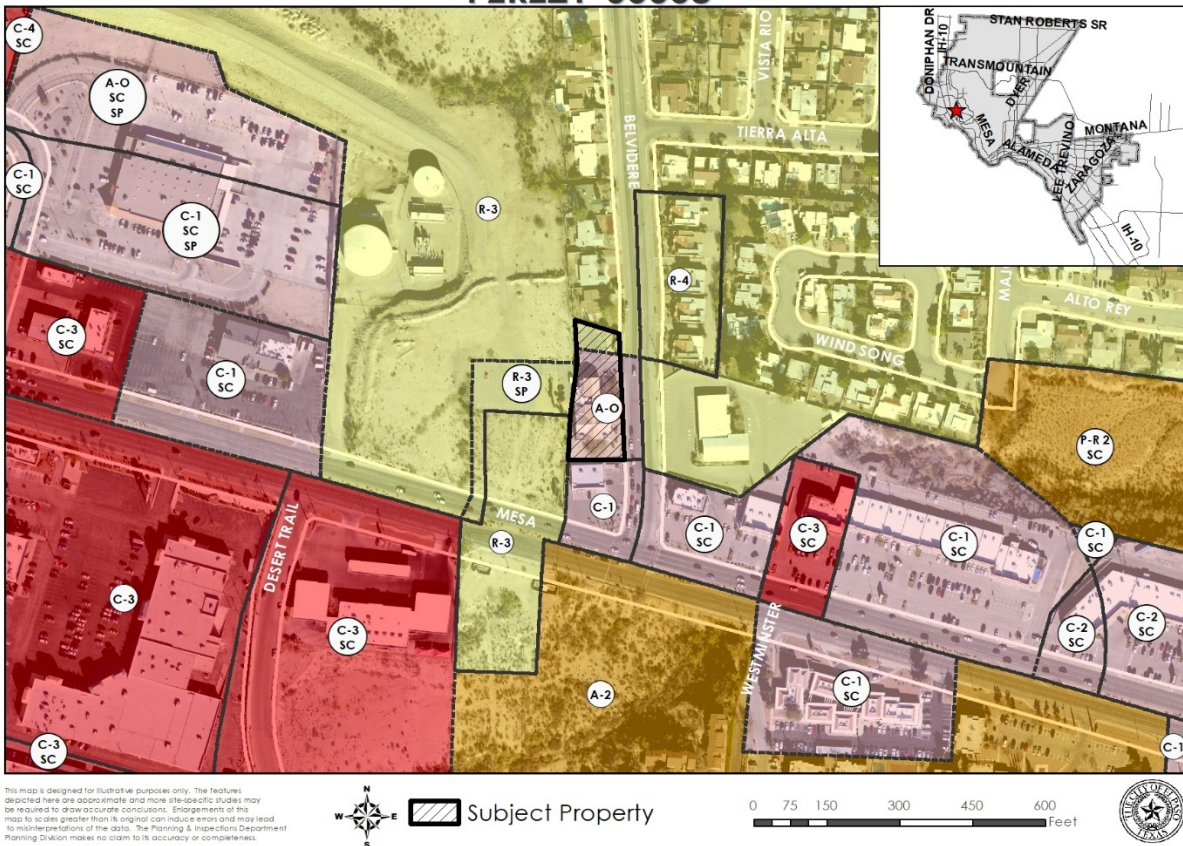


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) and A-O (Apartment/Office) to S-D (Special Development) to allow for library additions with setback reductions to the Westside Branch Library. The detailed site development plan shows two new 683 square-foot and 448 square-foot additions to the existing 8,112 square-foot library. The applicant is requesting the following reductions: from the minimum required 20 feet front yard setback to 10 ft. and from the minimum required 10 feet rear yard setback to 3.5 ft. The portion of existing structure is encroaching into the rear yard setback and a new addition will be encroaching into the front yard setback, therefore necessitating a setback reduction request. The detailed site development plan complies with all other density and dimensional standards. The development requires a maximum of thirty (30) parking spaces. The applicant is providing forty-nine (49) parking spaces including thirty-eight (38) parking spaces on the granted special permit parcel to the west of the subject property to allow for parking lot to serve to the existing library. The new additions comply with Title 18.46 of the Landscaping Ordinance. Access to the subject property is proposed from Belvidere Street.

PREVIOUS CASE HISTORY: On June 9, 2021, Open Space Advisory Board (OSAB) recommended approval of the rezoning request as the property lies within the Hillside Development Area.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed district is consistent with the surrounding neighborhood commercial districts in the immediate area, and meet the established character of the neighborhood surrounding the subject property. Furthermore, the proposed development meets the intent of the G-4, Suburban (Walkable) use designation of *Plan El Paso* in the Northwest planning area.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban (Walkable): This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes, the subject property and the proposed developments meet the intent of the G-4, Suburban (Walkable) Future Land Use designation of <i>Plan El Paso</i>. The existing development is adjacent to residential and neighborhood commercial zones and uses, and contributes to the residential and commercial uses provided to surrounding residential and commercial neighborhoods within the area of the existing residential and commercial lot and potentially reduces travel and infrastructure needs.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>S-D (Special Development) District: The purpose of this district is to provide an opportunity for mixed-use projects, integrated in design, in certain older residential areas where there is a desire to permit a variety of nonresidential uses while maintaining the established residential appearance and landscaping of the area. The regulations of this district are designed to ensure compatibility with existing uses in the district; to permit the production, exhibit or sale of goods and the providing of services to the public in such older residential areas; to protect the traffic capacity of streets serving such older residential areas; to encourage flexibility by prescribing general performance standards for such older residential</p>	<p>Yes, the proposed library addition use is consistent with residential and light commercial uses in the neighborhood. Commercial uses are common and appropriate in this sector. The surrounding properties are zoned R-3 and R-4 (Residential) to the north, east and west and C-1 (Neighborhood Commercial) to the south of the subject property along Belvidere Street. The surrounding area uses vary from residential uses, retails, restaurants, and church.</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
areas; and to protect the environment of adjacent areas. For the purpose of this district, older areas of the city shall be deemed those areas where development has existed for at least twenty-five years.	
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes, the property is located on Belvidere Street which is classified as a minor arterial roadway on the City of El Paso’s Major Thoroughfare Plan. The property is mid-block, but is the only property on its block of Belvidere Street with its present R-3 (Residential) and A-O (Apartment/Office).
THE PROPOSED ZONING DISTRICT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	N/A. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community. No changes are proposed and the exiting development matches development immediately surrounding the subject property.
Natural Environment: Anticipated effects on the natural environment.	The proposed rezoning does not involve greenfield/environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable and the proposed development is compatible with the existing residential, neighborhood commercial zoning and uses of the surrounding properties.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is within a newer subdivision that is considered stable. The established neighborhood is comprised of residential uses, church, restaurant, and retail uses. There have been no recent rezoning requests for this area.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Belvidere Street, which are designated a minor arterial as per the City of El Paso’s Major Thoroughfare Plan. Access is proposed from Belvidere Street. It is adequate to serve the development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to the proposed rezoning. There were no adverse comments received. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: There are no registered neighborhood association in the area of the subject property. Public notices were mailed to property owners within 300 feet on June 3, 2021. The Planning Division did not receive any communication in support or opposition to the rezoning request. As of June 11, 2021, the Planning Division has not received any communication in support or opposition to the rezoning request.

CITY PLAN COMMISSION OPTIONS:

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

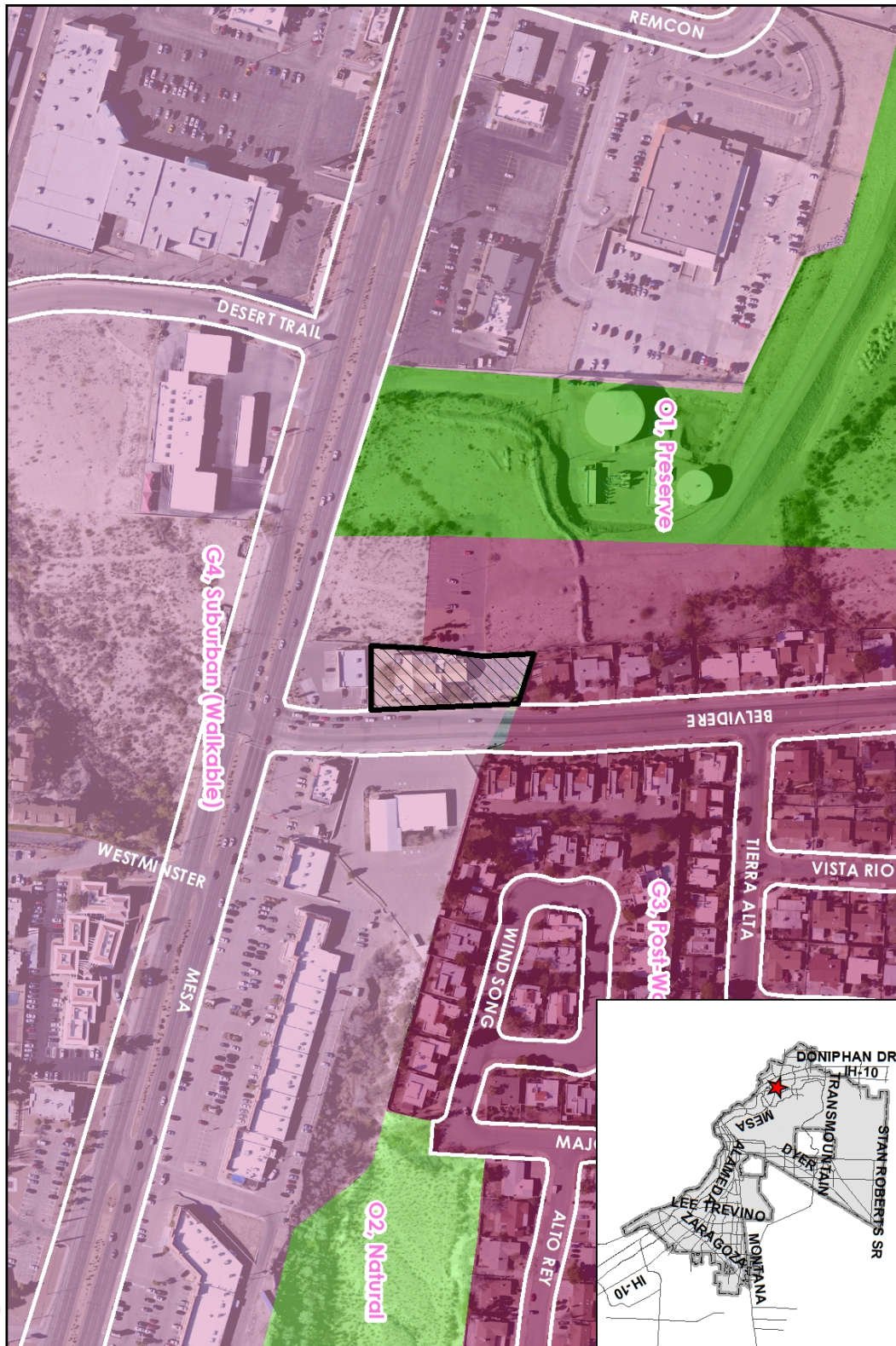
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**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

ATTACHMENTS:

1. Future Land Use Map
2. Department Comments
3. Neighborhood Notification Boundary Map
4. Detailed Site Plan

ATTACHMENT 1

PZR21-00008



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. Engagements of this map to other greater than original scale projects and/or other planning Division maps are not intended to indicate accuracy or completeness.



Subject Property



ATTACHMENT 2

Planning and Inspections Department – Planning Division

Recommend approval of the rezoning request.

Planning and Inspections Department – Plan Review

Recommend approval.

Planning and Inspections Department – Landscaping Division

Recommend approval.

Planning and Inspections Department – Land Development

No objections to proposed rezoning.

Street and Maintenance Department

TIA not required. No additional comments.

Police Department

PD has no concerns with rezoning. However, I'd like to mention that this area is constantly targeted by the homeless. PD and Code have been here numerous times to clean up the area and trespass individuals. PD can offer suggestions to harden this area so that it is not attractive for the homeless population to set up residence.

Fire Department

Recommend approval.

Sun Metro

There is an existing bus stop adjacent to the subject property along Belvidere. Please coordinate with Sun Metro if any work is proposed within the bus stop area.

El Paso Water

No comments received.

El Paso Water – Stormwater Engineering

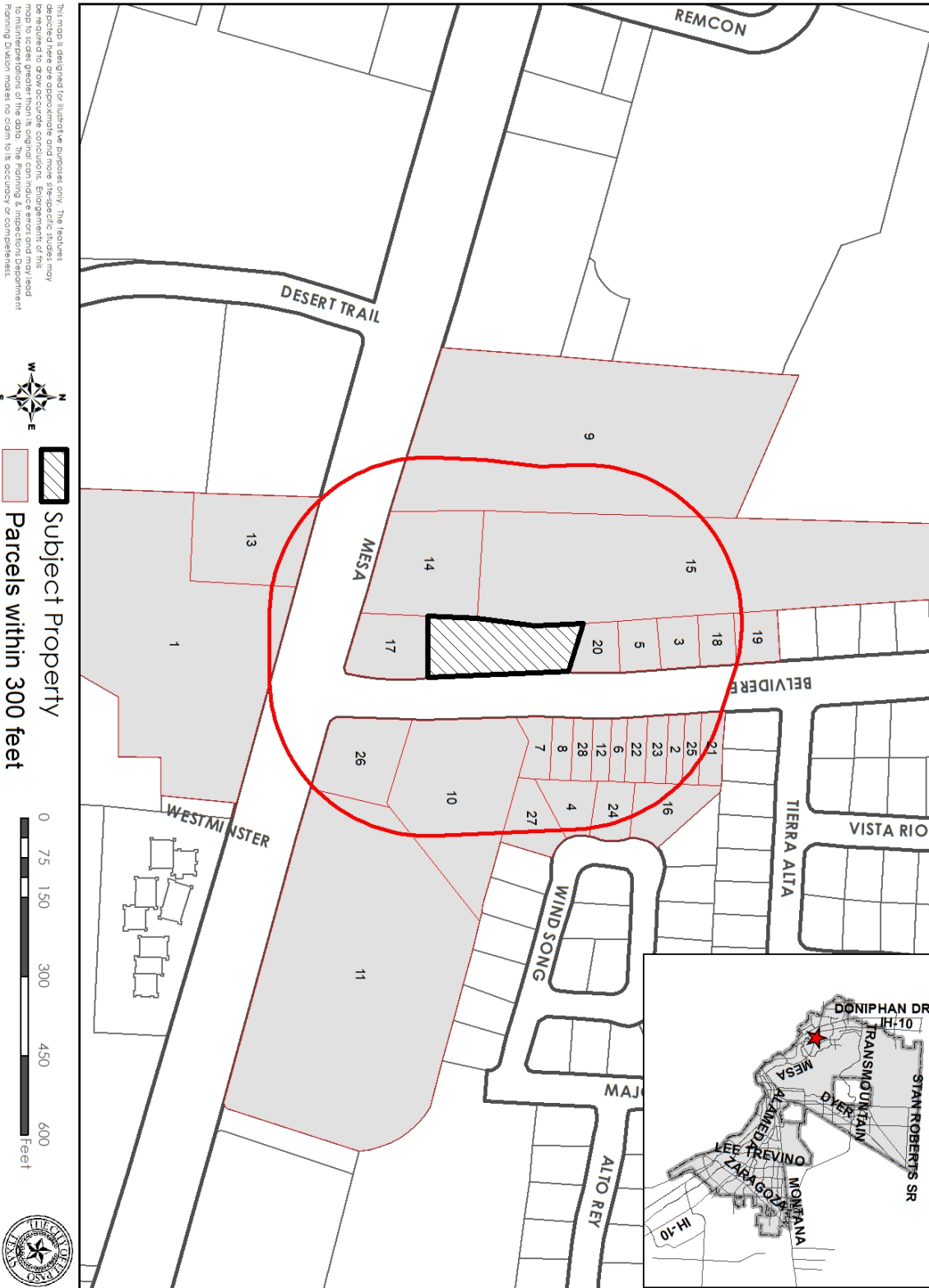
- If there is any addition or reconstruction, the developer shall be responsible for the additional stormwater runoff generated by this development, and must ensure that the historic runoff volume, peak and duration are maintained.
- As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

El Paso County Water Improvement District #1

The item is not within the boundaries of EPCWID.

ATTACHMENT 3

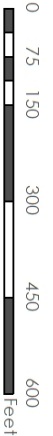
PZR21-00008



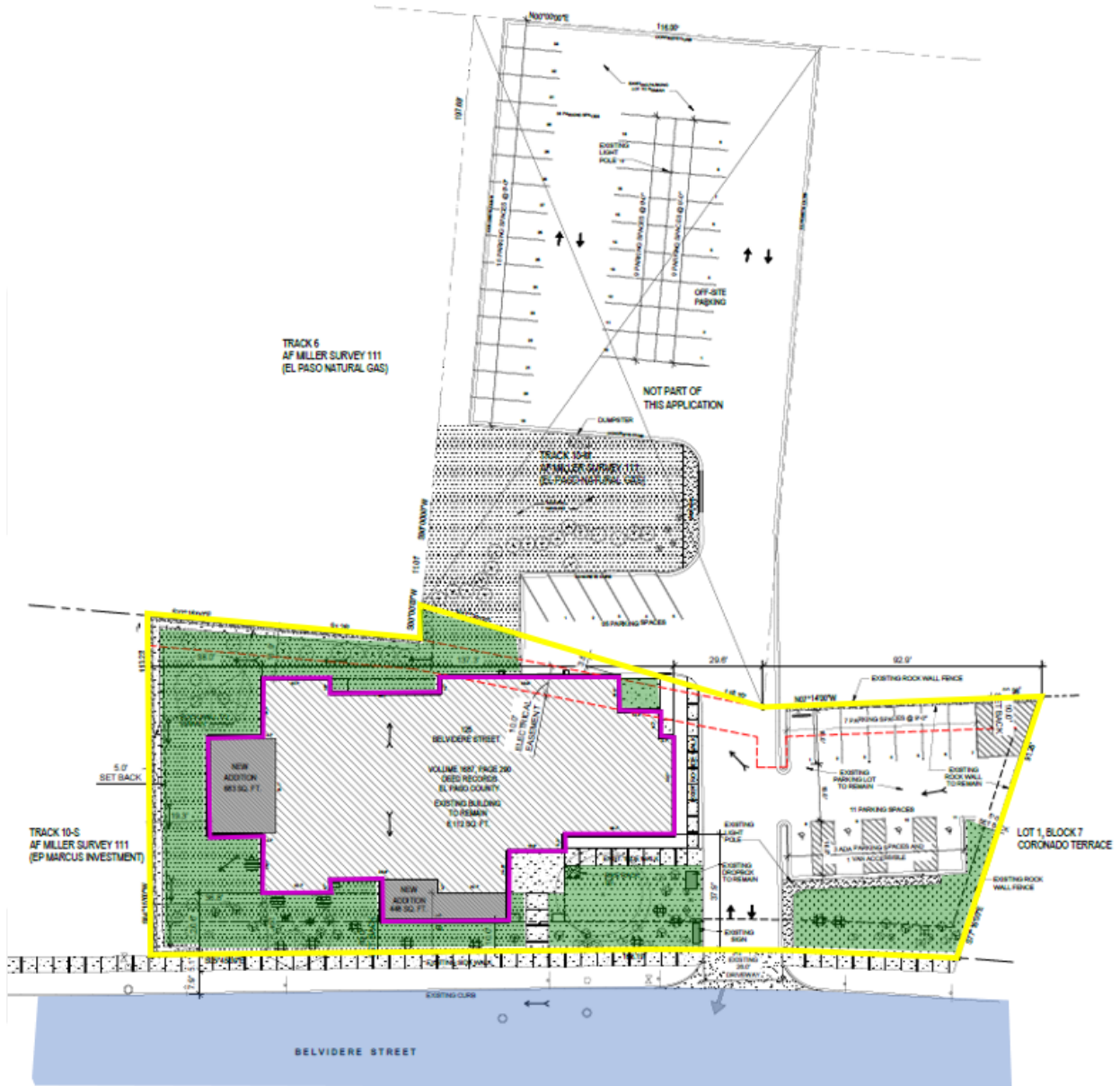
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Subject Property
Parcels within 300 feet



ATTACHMENT 4





ITEM 40

125 Belvidere Street Rezoning

PZRZ21-00008

Strategic Goal 3.

Promote the Visual Image of
El Paso



PZRZ21-00008



Aerial



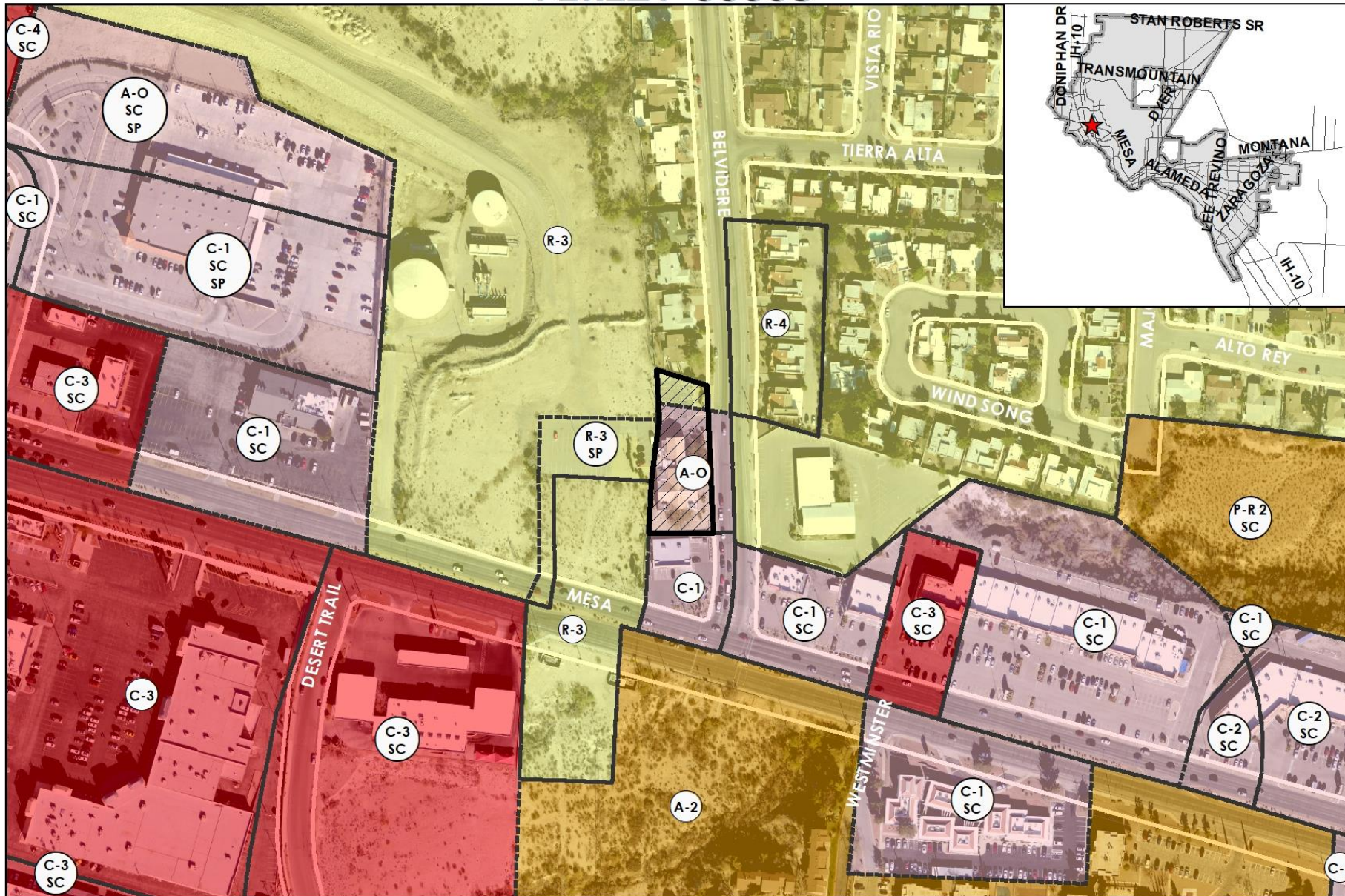
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 Subject Property



Existing Zoning



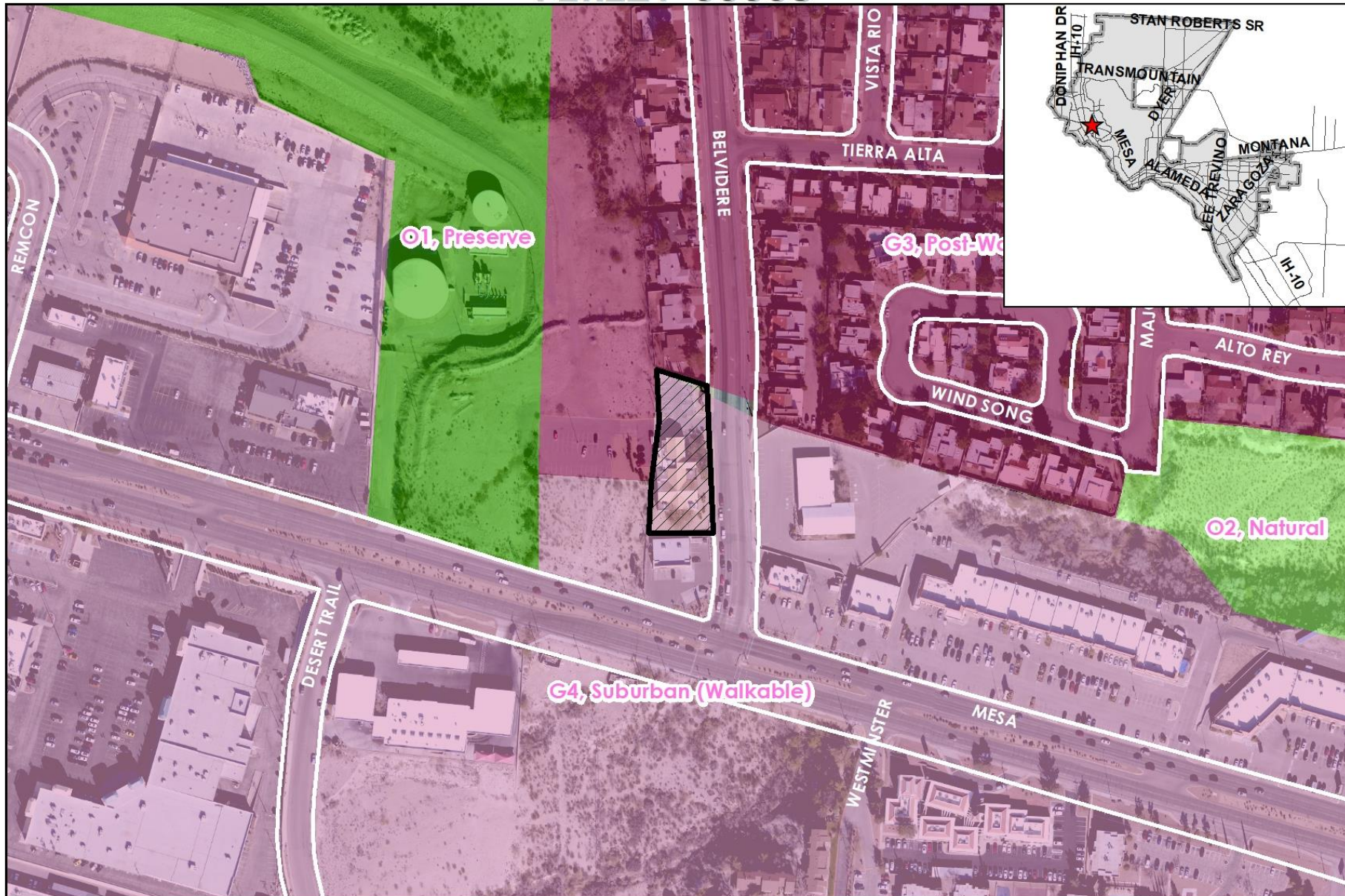
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 Subject Property



Future Land Use



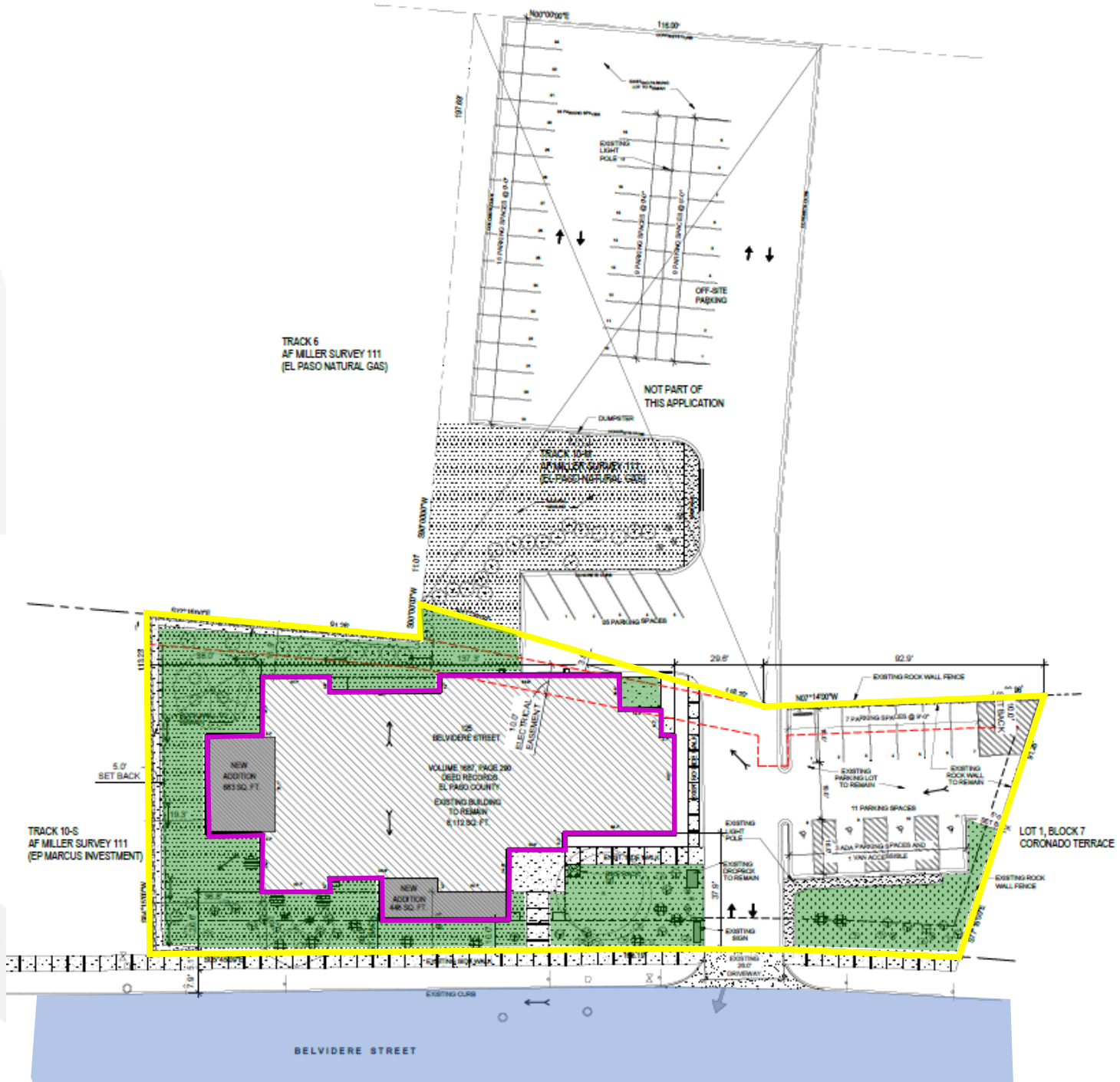
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Subject Property



Detailed Site Plan



Subject Property



Surroundin g Developme nt



W



N



E



S



Public Input

- Notices were mailed to property owners within 300 feet on June 3, 2021.
- The Planning Division has not received any communications in support nor opposition to the request.



Recommendation

- OSAB recommended approval of the rezoning request.
- CPC and Staff recommend approval of the rezoning 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



Legislation Text

File #: 21-728, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 4

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, David Samaniego, (915) 212-1608

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Lot 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: Beckross Properties, LLC PZRZ20-00027

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

AGENDA DATE: July 7, 2021

PUBLIC HEARING DATE: August 3, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
David Samaniego, (915) 212-1608

DISTRICT(S) AFFECTED: District 4

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 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: Beckross Properties, LLC PZRZ20-00027

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from C-2/c/sc (Commercial/condition/special contract) to C-1/c/sc (Commercial/condition/special contract) to allow for the construction of a convenience store with gas pumps. City Plan Commission recommended 9-0 to approve the proposed rezoning on April 22, 2021. As of June 28, 2021, staff has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information. (Related case PZDS20-00045)

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

Philip F. Etiwe – Planning and Inspections Director

Revised 04/09/2021

ORDINANCE NO. _____

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.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of **Lot 1, Block 35, Colonia Verde #6, 10005 Dyer Street**, located in the City of El Paso, El Paso County, Texas, be changed from **C-2/c/sc (Commercial/condition/special contract)** to **C-1/c/sc (Commercial/condition/special contract)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2021.

THE CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Russell Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

10005 Dyer Street

City Plan Commission — April 22, 2021

REZONING



CASE NUMBER: PZRZ20-00027
CASE MANAGER: David Samaniego, (915) 212-1608, SamaniegoDC@elpasotexas.gov
PROPERTY OWNER: Barth Family LTD
REPRESENTATIVE: Land Development Consultants
LOCATION: 10005 Dyer Street (District 4)
PROPERTY AREA: 0.62 acres
REQUEST: Rezone from C-2/c/sc (Commercial/condition/special contract) to C-1/c/sc (Commercial/ condition/special contract)
RELATED APPLICATIONS: PZDS20-00045 (Detailed Site Development Plan)
PUBLIC INPUT: N/A

SUMMARY OF REQUEST: The applicant is requesting to rezone from C-2/c/sc (Commercial/condition/special contract) to C-1/c/sc (Commercial/ condition/special contract) to allow for the construction of a convenience store with gas pumps.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed zoning district is consistent with the surrounding neighborhood. Further, the proposed development meets the intent of the G-3, Post-War land use designation of *Plan El Paso*, the City of El Paso's Comprehensive Plan in the Northeast Planning area.

PZRZ20-00027

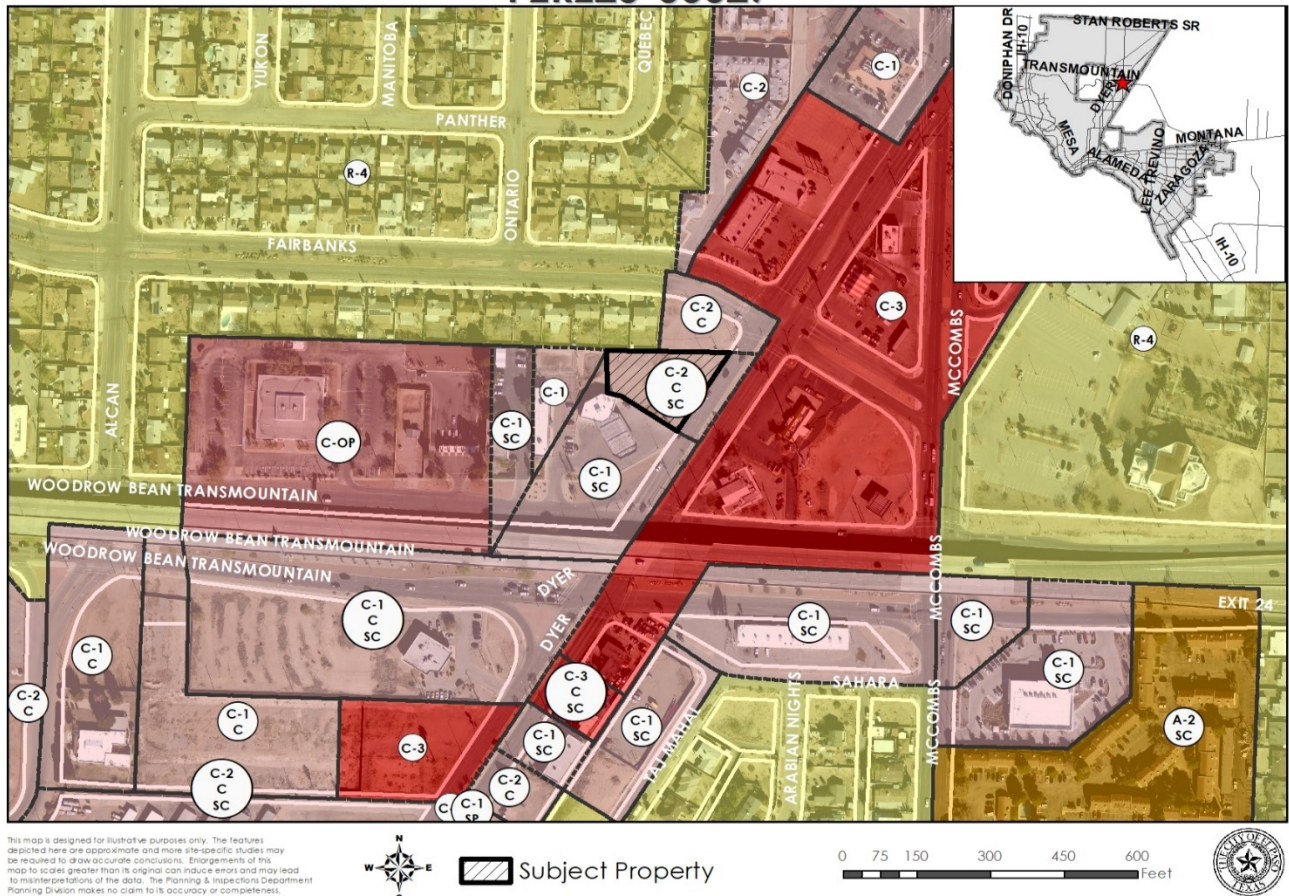


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant proposes to rezone a the subject property from C-2/c/sc (Commercial/condition/special contract) to C-1/c/sc (Commercial/ condition/special contract). The subject property is located at 10005 Dyer Street within the Northeast Planning Area. The applicant intends to combine the abutting property, 10001 Dyer Street, zoned C-1 (Commercial) into one commercial lot. The proposed rezoning will allow for the entire parcel to fall within the same zoning district after the two current properties are combined. The detailed site development plan (DSDP) shows a 5,200-square foot convenience store with gas pumps. Primary access to the development is from Dyer Street and Woodrow Bean Transmountain Road.

PREVIOUS CASE HISTORY: N/A

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development meets the intent of G-3, Post-War use designation of *Plan El Paso* in the Northeast Planning area. The nearest park is Colonia Verde Park (.55 miles) and the nearest school is Parkland High School (0.44 miles).

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes, the G-3 designation is compatible with the C-1 (Commercial) and the abutting R-4 (Residential) zoning districts. The block face along Dyer St. is zoned C-1 and C-2 (Commercial) and features vacant land and low-density commercial. The abutting properties to the rear are zoned R-4 (Residential) and feature single-family residential development. The proposed development continues the abutting use of a convenience store and will serve the surrounding neighborhood.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: C-1 (Commercial) District: The purpose of the district is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.</p>	<p>Yes, the proposed development is a permitted use in the C-1 (Commercial) zone district. All properties on the same block face fronting Dyer are zoned C-1 and C-2 (Commercial) and are currently vacant or feature similar low-density commercial uses.</p>
<p>Preferred Development Locations: Is the property in a “Compact Urban” area?</p>	<p>Yes, the subject property is located along Dyer Avenue, which is classified as a major</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
	arterial on the City of El Paso's Major Thoroughfare Plan.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	No, the proposed development is outside any historic districts or other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no adverse effects anticipated from the proposed rezoning. The existing infrastructure was originally designed for the proposed district and uses.
Natural Environment: Anticipated effects on the natural environment.	No effect on the natural environment anticipated as the subject property is in an already developed area.
Stability: Whether the area is stable or in transition.	The area is stable. The most recent rezoning is dated September 20, 2011 (PZRZ11-00033) that rezoned the subject property from C-1/sc (Commercial/special contract) to C-2/sc (Commercial/special contract).
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	N/A

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is platted and fronts onto Dyer Street, which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan. In addition, there is an existing 30-inch diameter water flow main that runs along Dyer Street that is available for service. There is also an existing 15-inch diameter sanitary sewer main that extends along Dyer Street that is also available for service. The owner of the subject property is responsible for extension and on-site/off-site easement acquisition costs.

PUBLIC COMMENT: The subject property lies within the Northeast Planning area. Notices were mailed to property owners within 300-feet on April 9, 2021. As of April 15th, 2021, Planning has not received any communication in sport of or opposition to the rezoning request.

RELATED APPLICATIONS: There is also a related application to approve a detailed site development plan (DSDP), PZDS20-00045, as per Ordinance 8361. The DSDP is to allow for the new construction of a convenience store with gas pumps.

CITY PLAN COMMISSION OPTIONS:

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

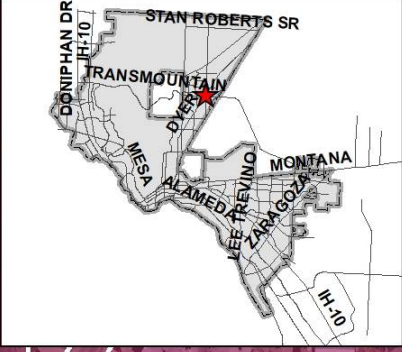
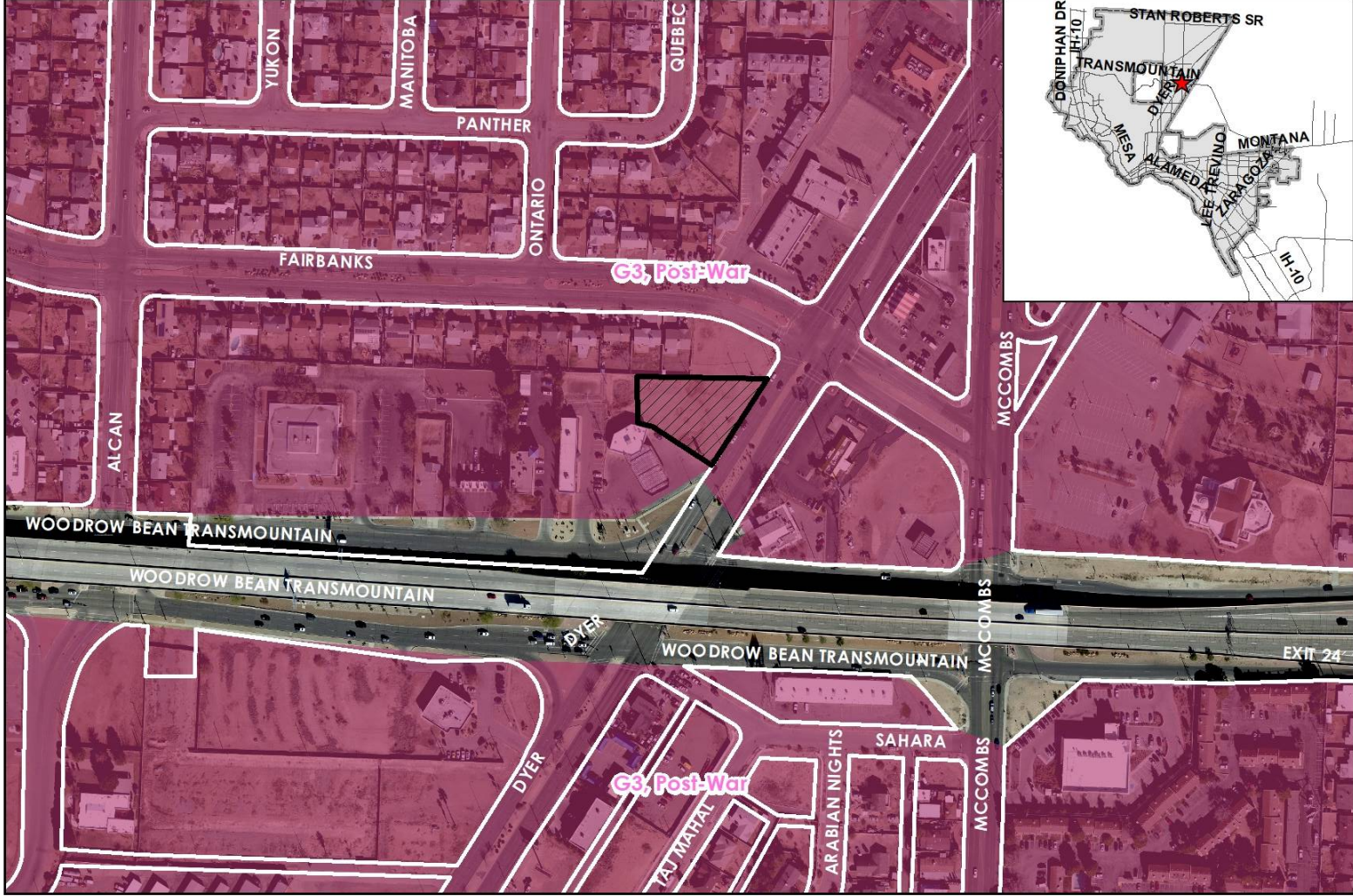
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
(Staff Recommendation)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

ATTACHMENTS:

1. Future Land Use Map
2. Department Comments
3. Neighborhood Notification Boundary Map
4. Detailed Site Plan

ATTACHMENT 1

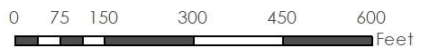
PZRZ20-00027



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 Subject Property



ATTACHMENT 2

Planning and Inspections Department – Planning

Recommend approval.

Planning and Inspections Department – Plan Review

Recommend approval.

Texas Department of Transportation

Engineer need to submit plans and access request form and grading plan to TxDOT for review and approval. Please have requestor to send their request to ELP_Access@txdot.gov

*Applicant has submitted written proof of continued coordination with TxDOT – Planning.

Planning and Inspections Department – Land Development

No objections to proposed rezoning & detailed site development plan.

Streets and Maintenance

No objections

Fire Department

Recommend approval.

Police Department

Reviewed – no objections.

Sun Metro

Recommend approval – no objections.

El Paso Water

El Paso Water (EPWU) does not object to this request.

Dyer Street and Woodrow Bean Transmountain Road are Texas Department of Transportation (TxDOT) rights-of-way. All proposed water and sanitary sewer work to be performed within Dyer Street and Woodrow Bean Transmountain Road rights-of-way requires written permission from TxDOT.

Water:

There is an existing 12-inch diameter water main that extends along Woodrow Bean Transmountain Rd., located approximately 20-feet south of and parallel to the northern right-of-way line of Woodrow Bean Transmountain Rd. and continues along Dyer St. approximately 14-feet west of and parallel to the eastern right-of way of Dyer St. This water main is available for service.

There is an existing 30-inch diameter water flow main located 20-feet south of and parallel to the northern right-of-way line of Woodrow Bean Transmountain Rd. and continues along Dyer St. approximately 12-feet west of and parallel to the western back of curb of Dyer St. No direct service connections are allowed to this main as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

EPWater records indicate an active 1-1/2-inch water meter serving the subject property. The service address for this meter is 10001 Dyer.

Previous water pressure from fire hydrant #813 located at the northeast corner of Dyer St. and Woodrow Bean Transmountain Rd., has yielded a static pressure of 88 psi, a residual pressure of 80 psi, and a discharge of 1061 gallons per minute.

Sanitary Sewer:

There is an existing 15-inch diameter sanitary sewer main that extends along Dyer St. approximately 20-feet east of and parallel to the western right-of-way line of Dyer St. This sanitary sewer main is available for service.

There is an existing 21-inch diameter sanitary sewer main that extends along Dyer St. approximately 25-feet west of and parallel to the western right-of-way line of Dyer St. No direct service connections are allowed to this main as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

General:

EPWU requires a new service application to provide service to the subject property. New service applications are available at 1154 Hawkins, 3rd Floor. The following items are required at the time of application: a site plan, utility plan, drainage and grading plans, landscaping plan (if applicable). Application for services for subdivisions must be made in conjunction with the request for water and sanitary sewer main extensions. The legal description of the property, and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWU – PSB Rules and Regulations. The owner is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

El Paso Water – Stormwater Engineering

We have reviewed the property described above and provide the following comments:

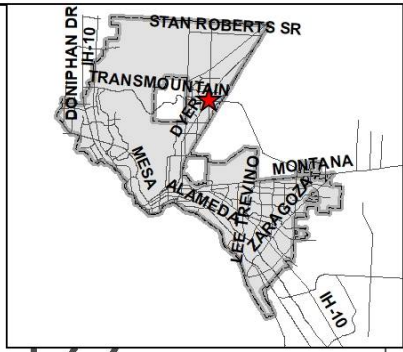
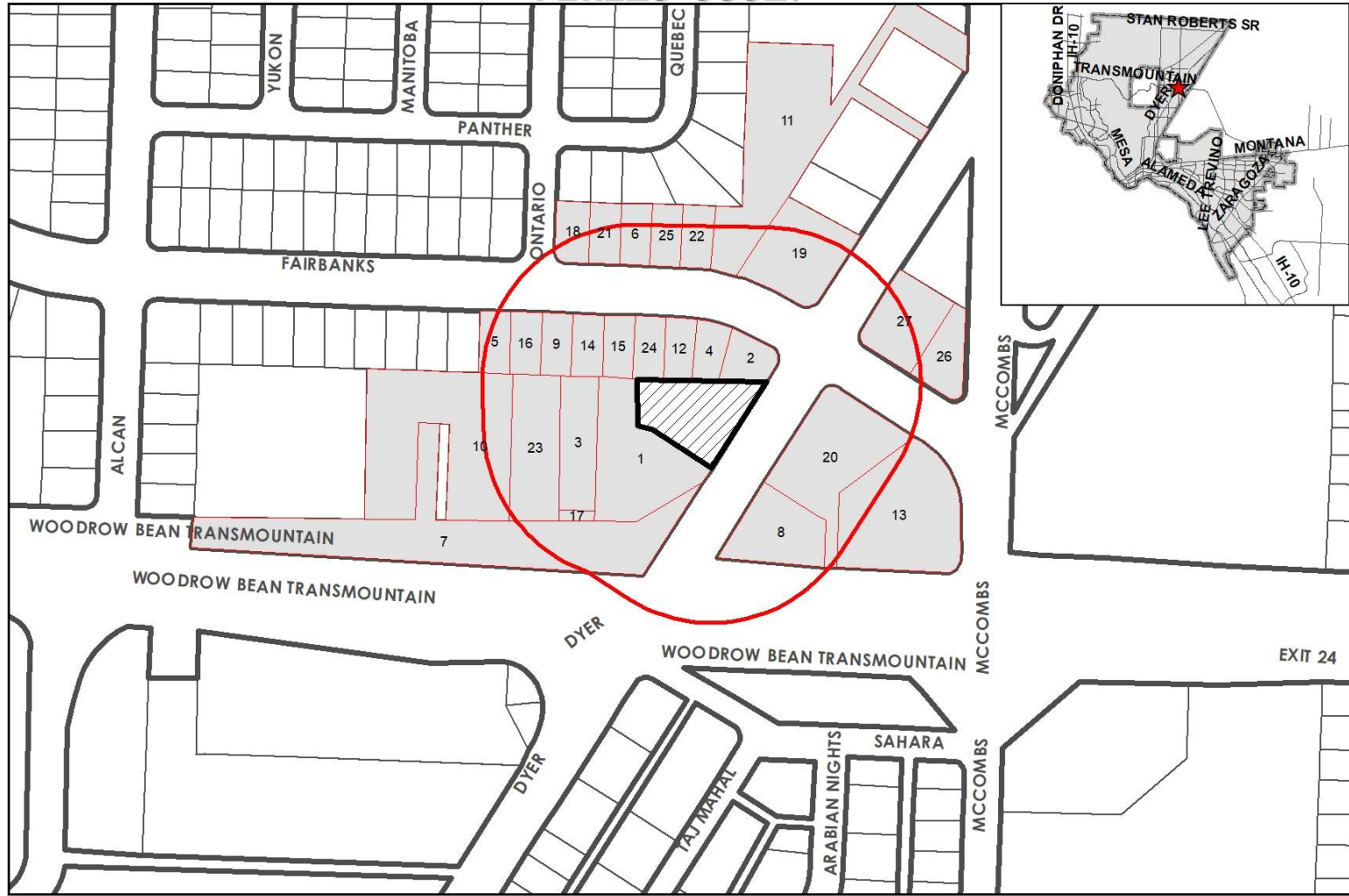
- As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
- Previously, this property had a ponding area in the back and there was a vacant lot fronting Dyer St., which had pervious surface. Once it becomes fully developed, there will be runoff into Dyer St. & Transmountain Rd.; these are state-maintained roads and they are not designed to take any offsite runoff.

Planning and Inspections Department – Landscaping Division

No comments received.

ATTACHMENT 3

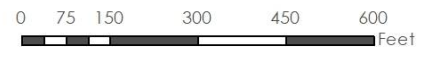
PZRZ20-00027



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- Subject Property
- Parcels within 300 feet





10005 Dyer

❖ PZRZ20-00027 – Rezoning application

Strategic Goal 3.

Promote the Visual Image of
El Paso

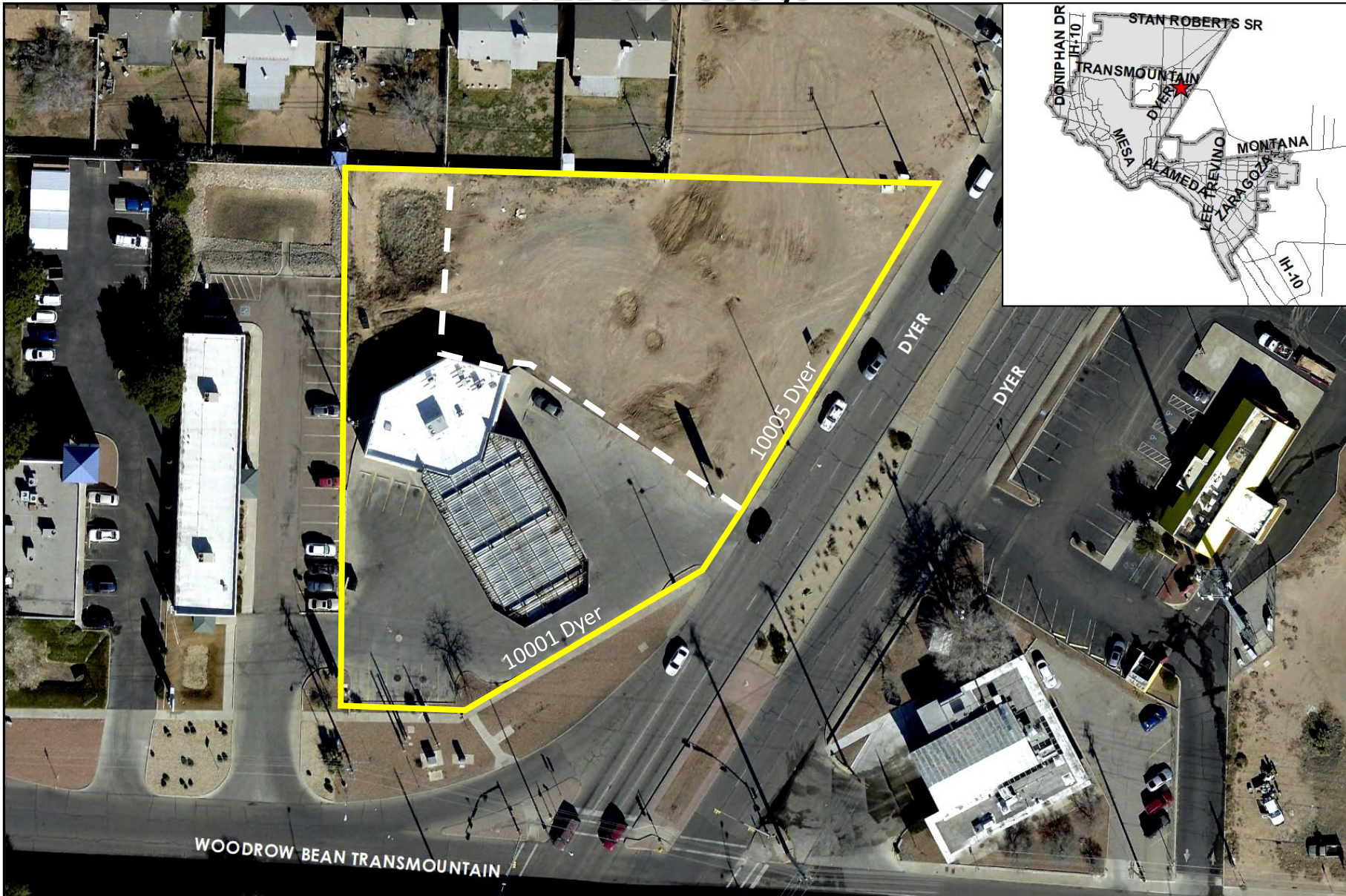




Recommendation

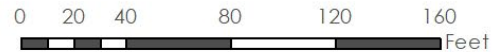
- Staff recommends **APPROVAL** of the rezoning request.
 - City Plan Commission recommends approval (9-0) of the rezoning request

10001 & 10005 Dyer St.

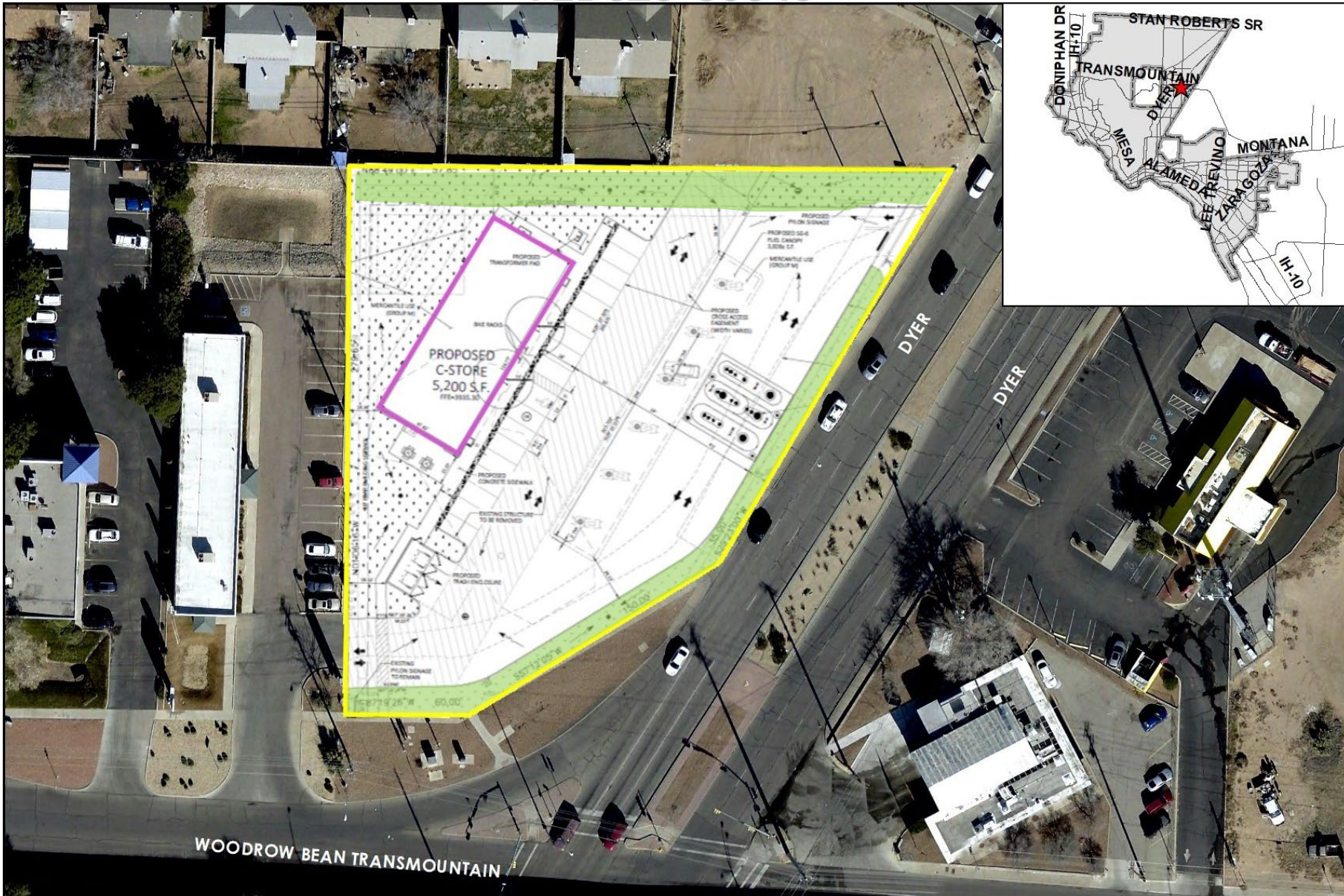


Aerial

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Aerial with Site Plan



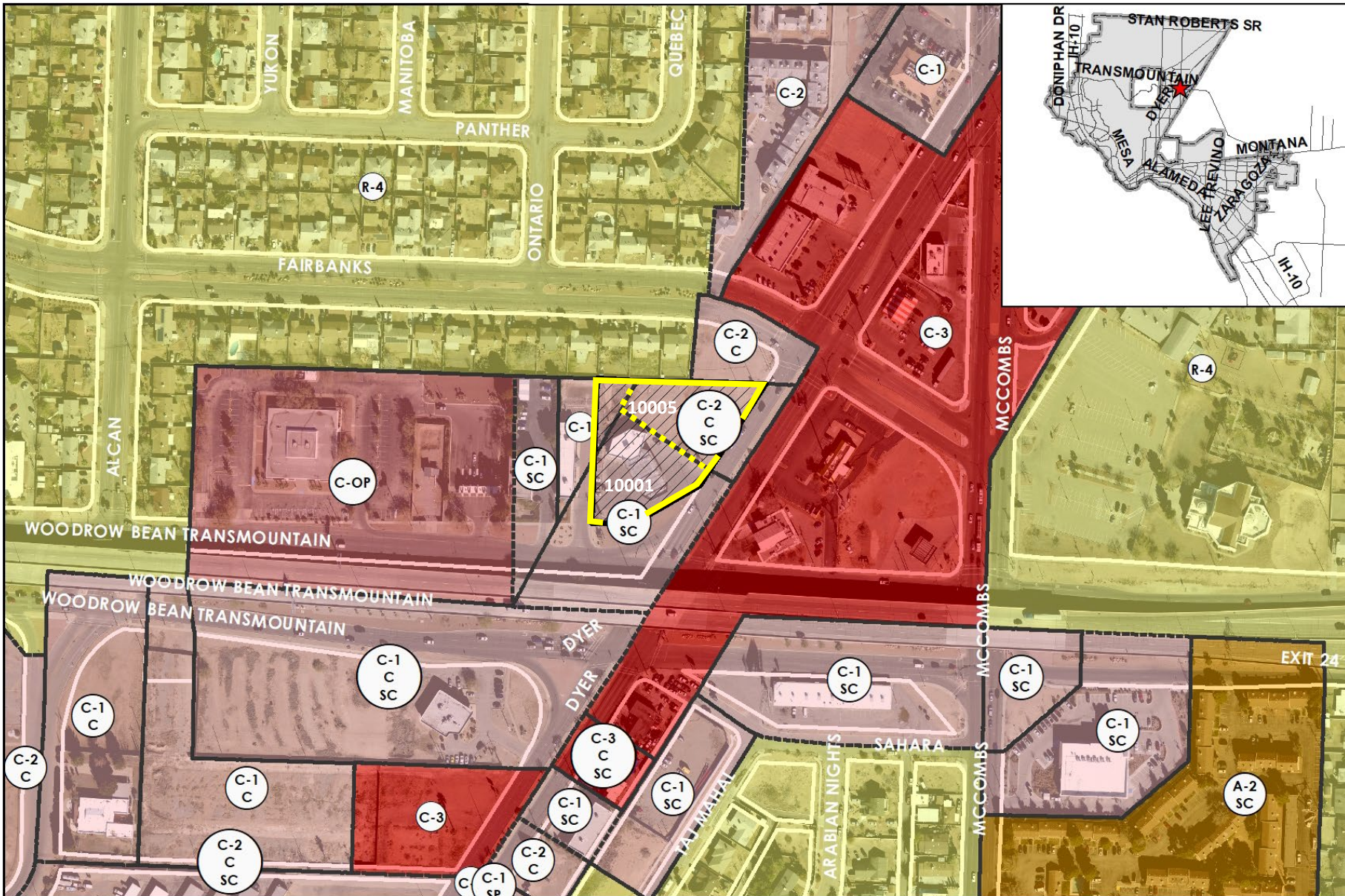
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10001 & 10005 Dyer St.



Existing Zoning



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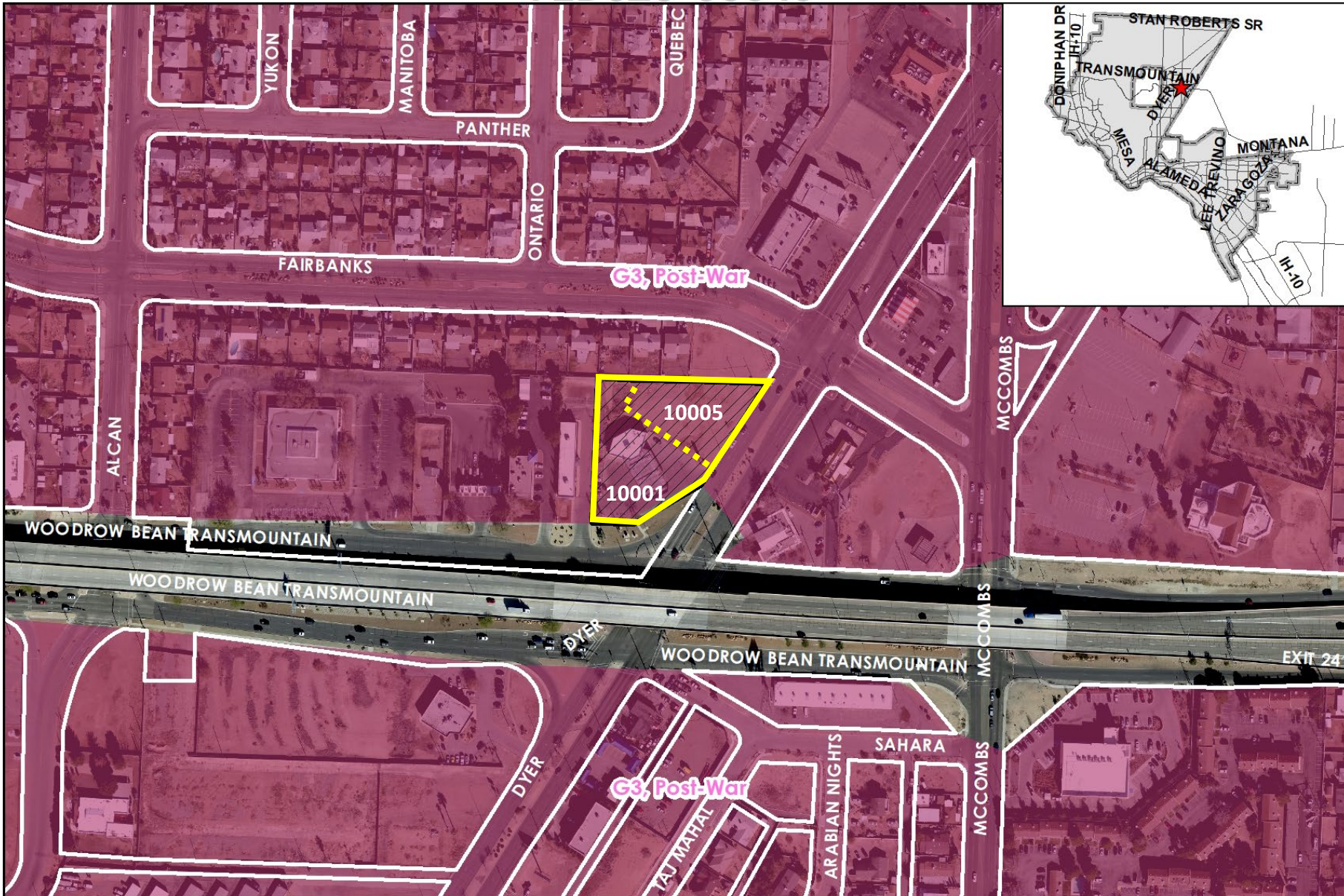
Subject Property



PZDS20-00045



Future Land Use



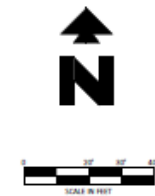
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Subject Property



FOUND "X" ON
SIDEWALK
N: 50431.15
E: 51123.90
EL: 3934.74

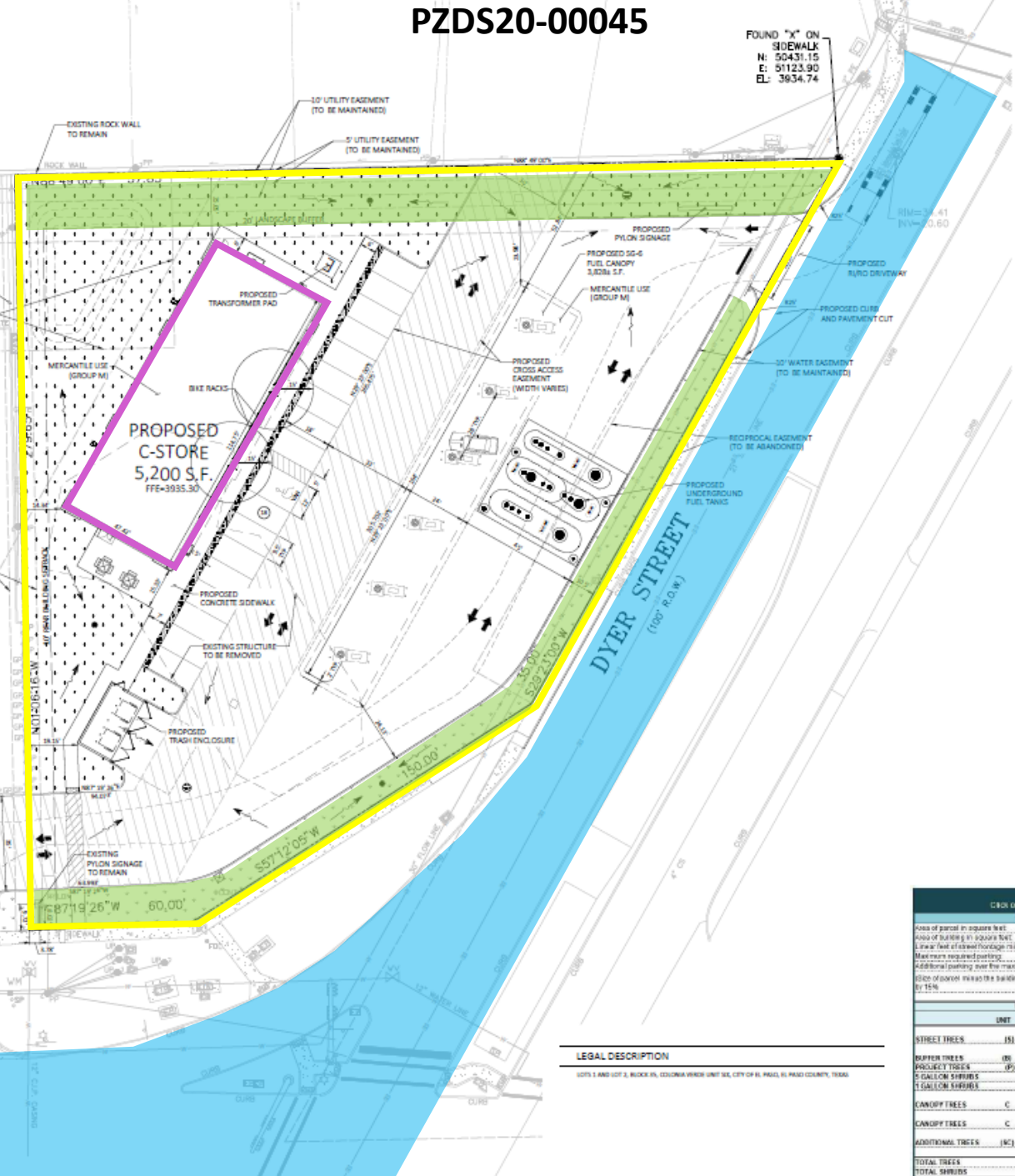


Know what's below
Call before you dig



Detailed Site Plan

WOODROW BEAN
RAMSMOUNTAIN ROAD
LOOP 375
(130' R.O.W.)



PROJECT INFORMATION			
PROJECT NAME:	CIRCLE K		
PROJECT ADDRESS:	1002 DYER STREET EL PASO, TX 79804		
PROJECT DESCRIPTION:	CONSTRUCTION OF A NEW FREE-STANDING CIRCLE K STORE		
SITE INFORMATION			
PROPOSED PROPERTY:	1.82 ACRES (80,402 S.F.)		
PROPOSED SUBDIVISION:	N/A		
EXISTING PROPERTY (LOT #):	9.12 ACRES (3,912 S.F.)		
LANDSCAPE AREA (GROUPS & PROPORTIONS):	30/20/10		
SITE LANDSCAPE RATIO:	27:10%		
ZONING INFORMATION			
SUBDISTRICT:	CITY OF EL PASO, TEXAS		
EXISTING ZONING:	PC-4000.0		
PROPOSED ZONING:	C-1		
MAX. BUILDING HEIGHT ALLOWED:	35'-0" (ONLY FACED TO FRONT WHEN AN ADDITIONAL SETBACK FOOT IS PROVIDED FROM ALL ADJACENT PARCELS FOR AN SETBACK IN EXCESS OF 35')		
PROPOSED BUILDING HEIGHT:	30'-0"		
SETBACKS			
	FRONT	REAR	PROPOSED
FRONT YARD (30')	30'	30'	
REAR YARD (30')	30'	30'	
STREET SIDE YARD (10')	10'	10'	
REAR YARD (30')	30'	30'	
LANDSCAPE:	FRONT YARD (30%)	REAR YARD (30%)	
	SIDE YARD (20%)	30%	
	REAR YARD (20%)	30%	
PARKING REQUIREMENTS			
PARKING REQUIRED:	COMPLIANCE (3000 - 4,500 S.F. 1,000 MIN. 1,000 MAX. 15 SPACES MIN, 21 SPACES MAX 30' X 18' SPAC)		
PARKING PROVIDED:	PROVIDED: 15 (30' X 18')		
	ACCESSIBLE: 1 (12' X 14', 6.5' ACCESSIBLE)		
	TOTAL PARKING: 16		
BICYCLE PARKING REQUIRED:	COMPLIANCE (STORE: 1.5 PER 100' FOR EACH BICYCLE)		
BICYCLE PARKING PROVIDED:	4 (7' X 24' FOR EACH BICYCLE SPACE)		

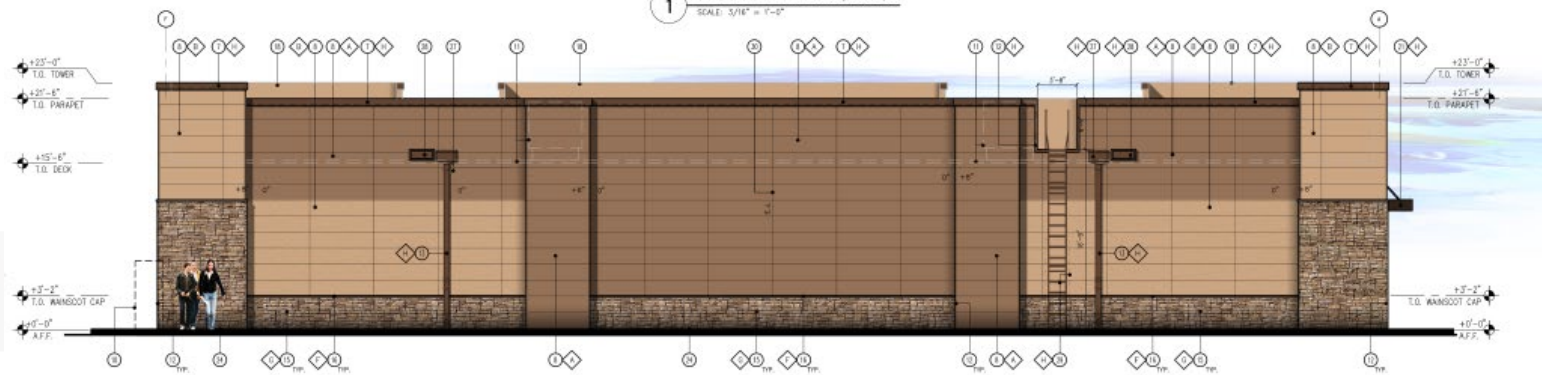
PROPOSED	
---	PROPERTY LINE/HEIGHT OF ANY LINE
---	CONCRETE CURB
---	FLOW PATH
---	LANDSCAPE AREA (20, 40, 60 SF)
---	PROPOSED CROSS ACCESS EASEMENT

LEGAL DESCRIPTION
SOUTH 1/4 AND LOT 2, BLOCK 88, COLONNA VENE UNIT 04, CITY OF EL PASO, EL PASO COUNTY, TEXAS

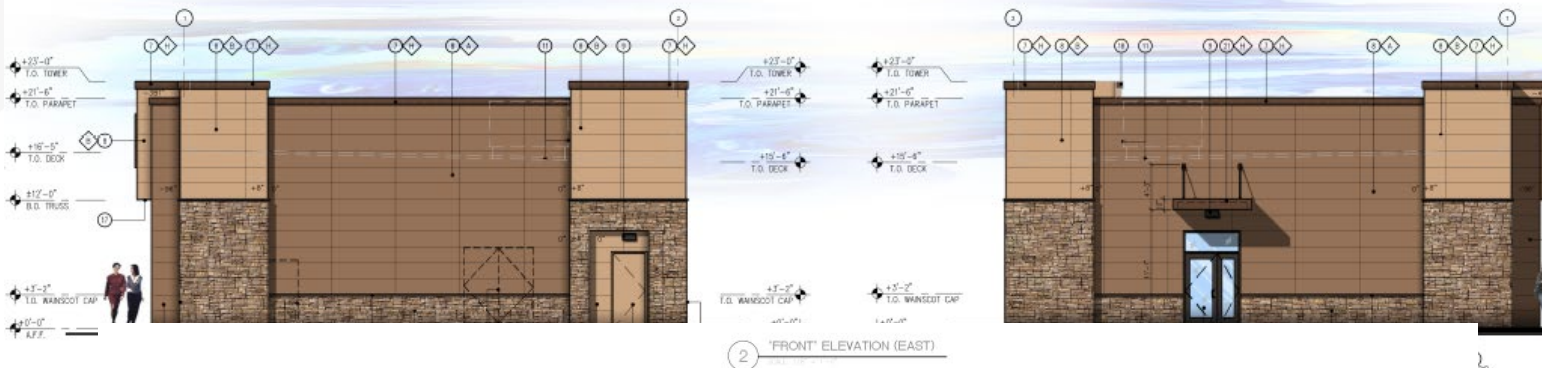
Applies to New Buildings only Click on the tabs at the bottom of the spreadsheet for self-storage warehouses or additions			
18-48 LANDSCAPE OBLIGATION REQUIREMENTS (2013 Version)			
Area of parcel in square feet	LANDSCAPE AREA REQ.	REQUIRED LOTS	PROPOSED
Area of building in square feet	1000	1	1
Linear feet of street frontage (includes driveway)	100	1	1
Maximum required parking	20	1	1
Additional parking over the minimum	10	1	1
Area of ground (includes the building footprint) purchased by 15%	1000	1	1
PROPOSED LANDSCAPE MUST EQUAL CHECKED FOR BOTH LANDS AND			
UNIT	1000 SQ FT	REQUIRED	PROPOSED
STREET TREES (S)	1 PER 30 FEET OF STREET FRONTAGE	1	1
BUFFER TREES (B)	1 PER 20 FEET OF STREET FRONTAGE	1	1
PROJECT TREES (P)	1 PER 100 SF	1	1
5 GALLON SHRUBS	20 PER 100 SF	20	20
1 GALLON SHRUBS	50 PER 100 SF	50	50
CANOPY TREES (C)	1 PER 10 SPACES OR PORTION OF	1	1
CANOPY TREES (C)	1 PER 6 SPACES OVER MAIN	1	1
ADDITIONAL TREES (A)	SPECIAL CONTRACT	0	0
TOTAL TREES		34	34
TOTAL SHRUBS		70	70



1 FRONT ELEVATION (EAST)
SCALE: 3/16" = 1'-0"



2 BACK ELEVATION (WEST)
SCALE: 3/16" = 1'-0"



2 FRONT ELEVATION (EAST)



Elevations

Subject Property:
10001 & 10005 Dyer St.



Surrounding Development



N



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S





Public Input

- Notices were mailed to property owners within 300 feet on April 9, 2021.
- The Planning Division has not received any communications in support nor opposition to the request as of April 22, 2021.





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



10005 Dyer

❖ PZRZ20-00027 – Rezoning application

Strategic Goal 3.

Promote the Visual Image of
El Paso

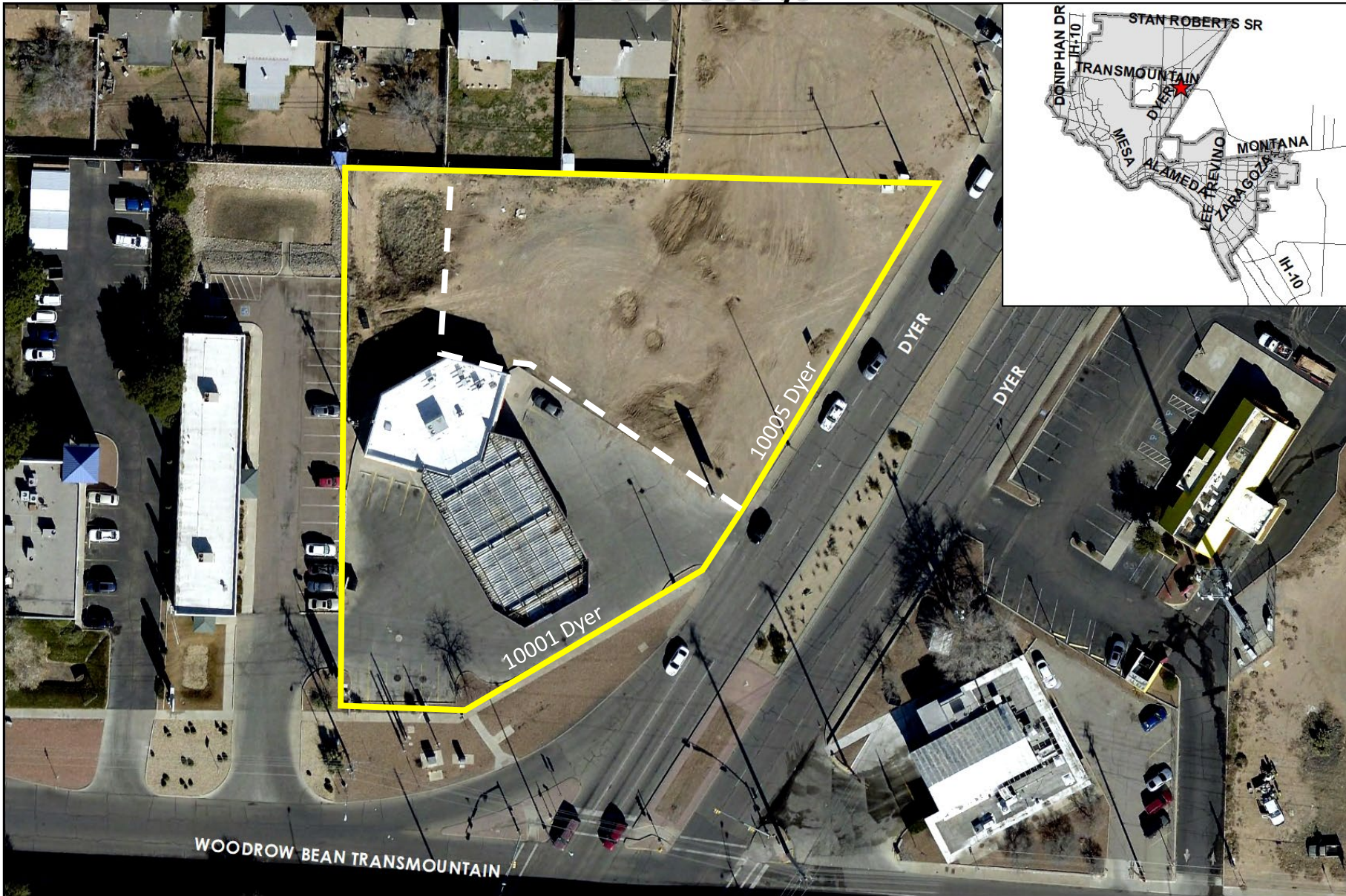




Recommendation

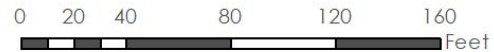
- Staff recommends **APPROVAL** of the rezoning request.
 - City Plan Commission recommends approval (9-0) of the rezoning request

10001 & 10005 Dyer St.

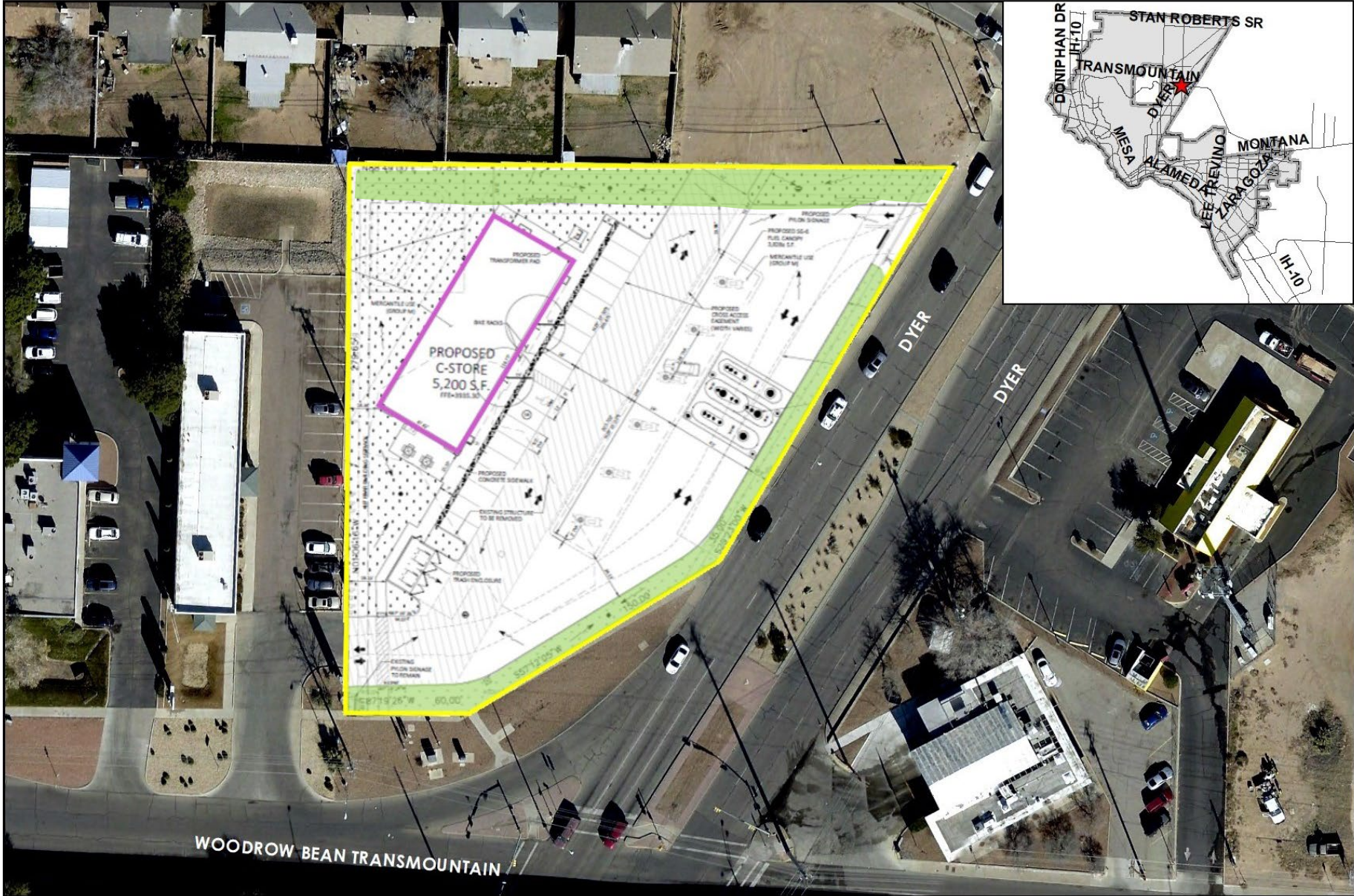


Aerial

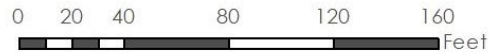
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The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



Aerial with Site Plan



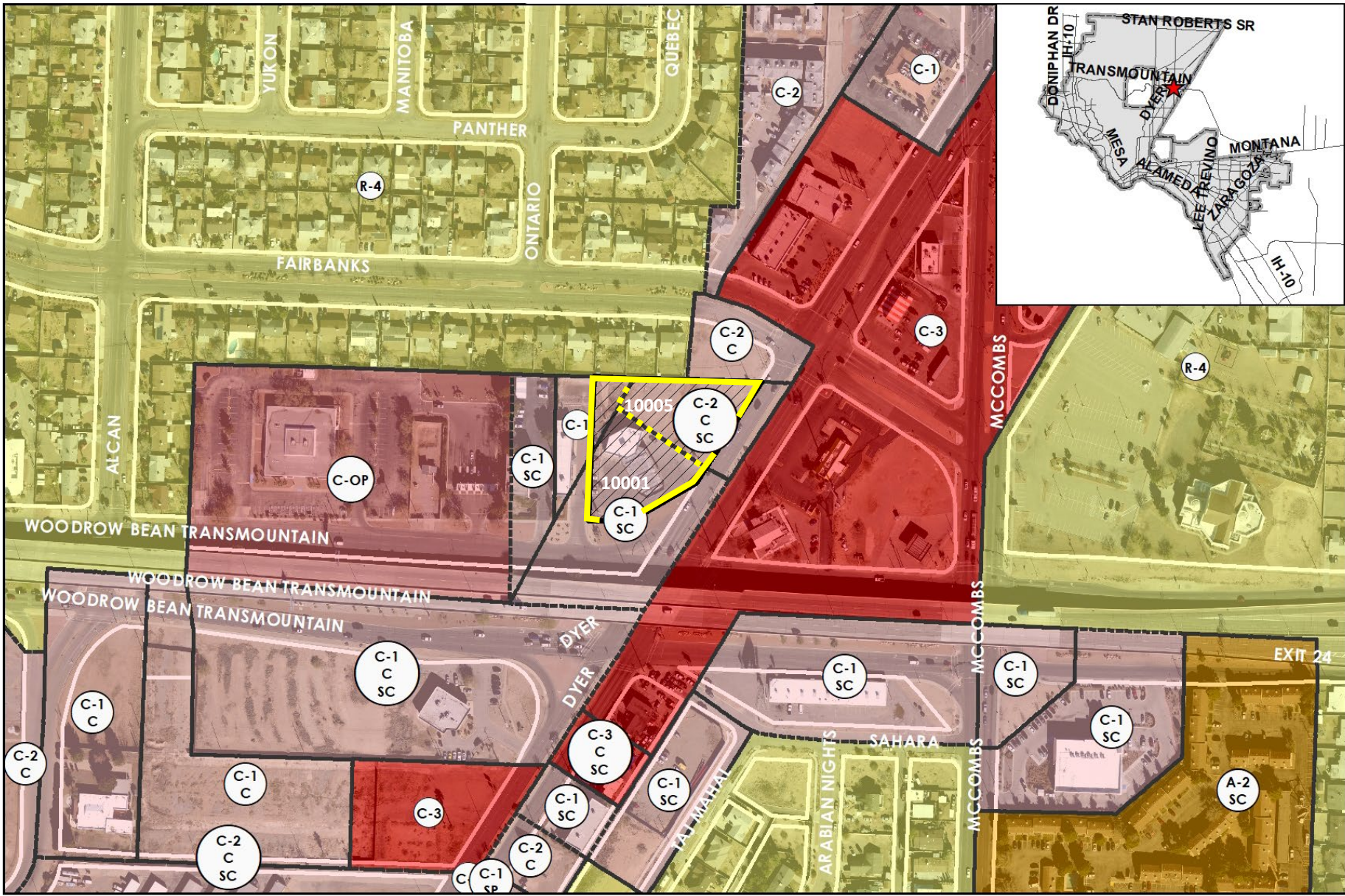
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10001 & 10005 Dyer St.



Existing Zoning



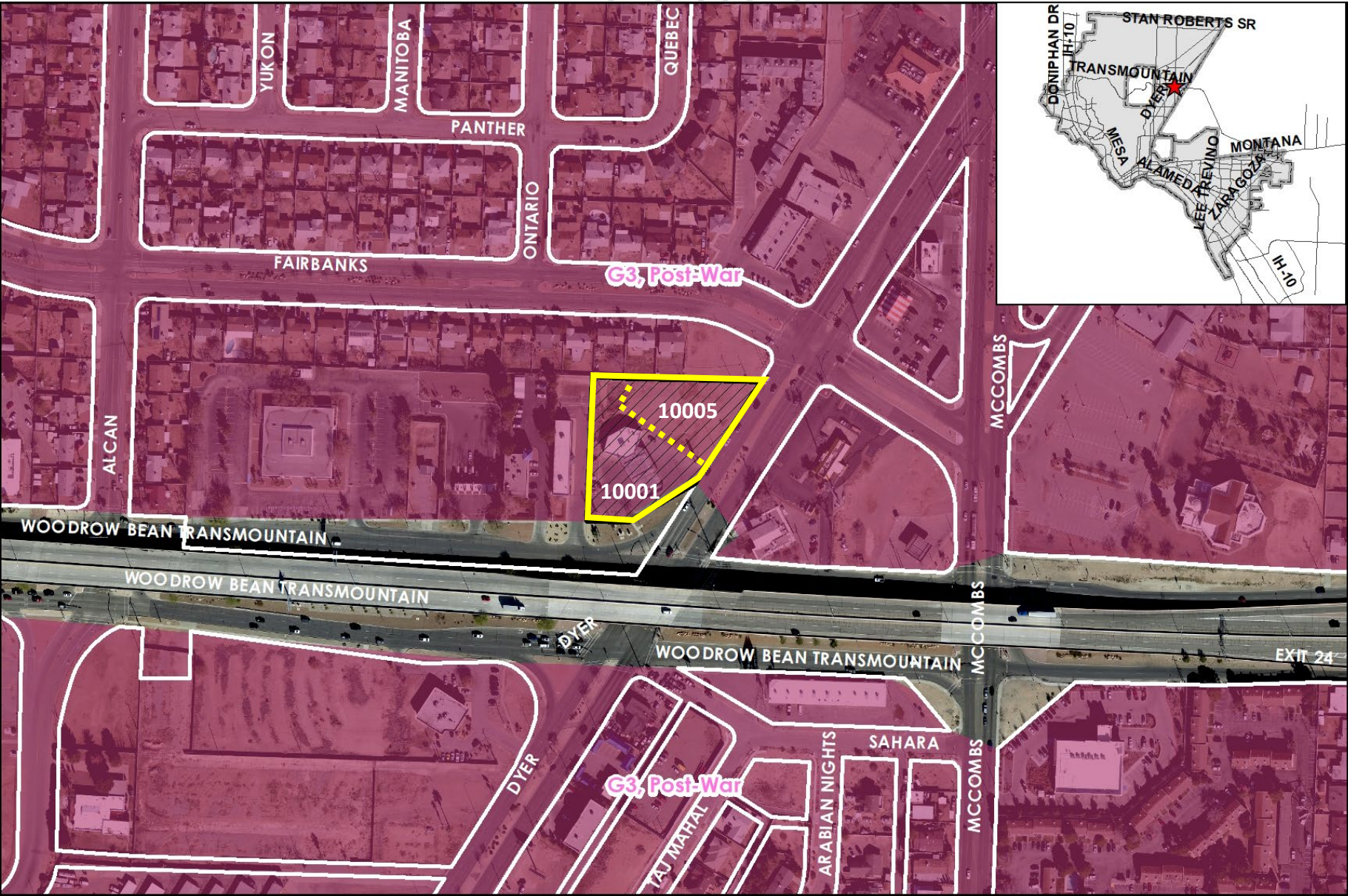
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The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



 Subject Property



Future Land Use



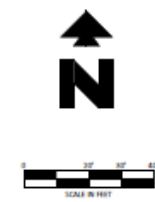
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 Subject Property

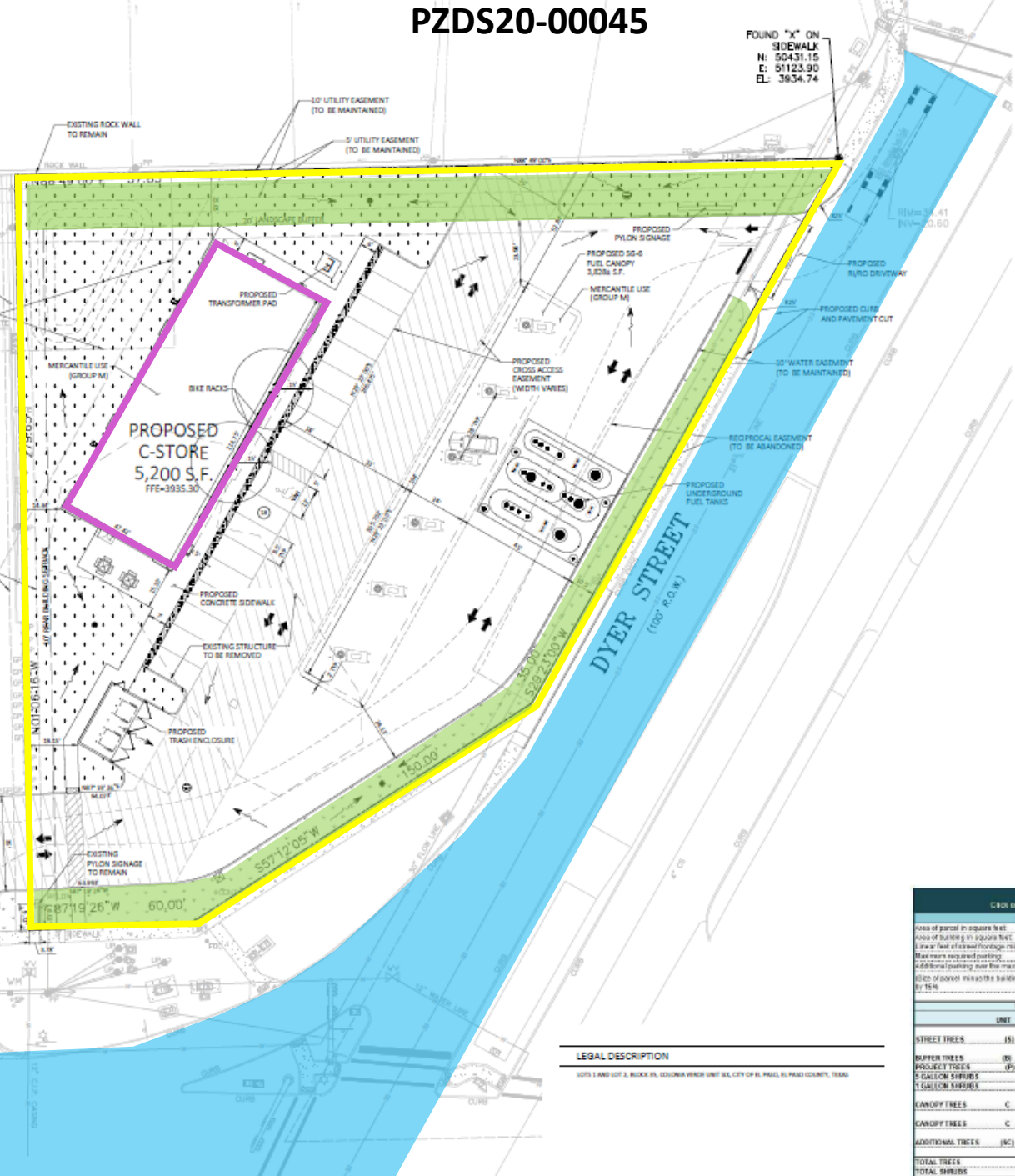


FOUND "X" ON
SIDEWALK
N: 50431.15
E: 51123.90
EL: 3934.74



Detailed Site Plan

WOODROW BEAN
RAMSMOUNTAIN ROAD
LOOP 375
(130' R.O.W.)



PROJECT INFORMATION	
PROJECT NAME:	CIRCLE K
PROJECT ADDRESS:	1002 DYER STREET EL PASO, TX 79804
PROJECT DESCRIPTION:	CONSTRUCTION OF A NEW FREE-STANDING CIRCLE K STORE
SITE INFORMATION	
PROPOSED PROPERTY:	1.82 ACRES (80,402 S.F.)
PROPOSED SUBDIVISION:	N/A
EXISTING PROPERTY (LOT #):	9.102 ACRES (3,912 S.F.)
LANDSCAPE AREA (GROUPS & PROPORTIONS):	30/70 S.F.
SITE LANDSCAPE RATIO:	37.87%
ZONING INFORMATION	
SUBDISTRICT:	CITY OF EL PASO, TEXAS
EXISTING ZONING:	CM-2000-2
PROPOSED ZONING:	CM
MAX. BUILDING HEIGHT ALLOWED:	35'-0" (ONLY FACED TO FRONT WHEN AN ADDITIONAL 5' MAX. FOOTING IS PROVIDED FROM ALL ADJACENT PARCELS FOR AN 10' HEIGHT IN EXCESS OF 35')
PROPOSED BUILDING HEIGHT:	37'-0"
PARKING REQUIREMENTS	
PARKING REQUIRED:	COMPLIANCE (STORE) = 4,500 S.F. 1,000 S.F. (200 VEH.) 15 SPACES MAX, 21 SPACES MAX (30' X 18' SP.)
PARKING PROVIDED:	PROVIDED: 19 (30' X 18')
	ACCESSORY: 1 (17X 34', 8.5' ACCESS DRIVE)
	TOTAL PARKING: 20
BICYCLE PARKING REQUIRED:	COMPLIANCE (STORE) = 17% (24' FOR EACH BICYCLE)
BICYCLE PARKING PROVIDED:	4 (7' X 24' FOR EACH BICYCLE SPACE)

PROPOSED

PROPERTY LINE/HEIGHT OF NEW LINE	---
CONCRETE CURB	—
FLOW PATH	---
LANDSCAPE AREA (24, 345 SF)	---
PROPOSED CROSS ACCESS EASEMENT	---

LEGAL DESCRIPTION
SOUTH 1/4 AND LOT 2, BLOCK 88, COLUMBIAN VILLAGE UNIT 04, CITY OF EL PASO, EL PASO COUNTY, TEXAS

Applies to New Buildings only
Click on the tabs at the bottom of the spreadsheet for self-storage warehouses or additions.

18-48 LANDSCAPE OBLIGATION REQUIREMENTS (2013 VERSION)

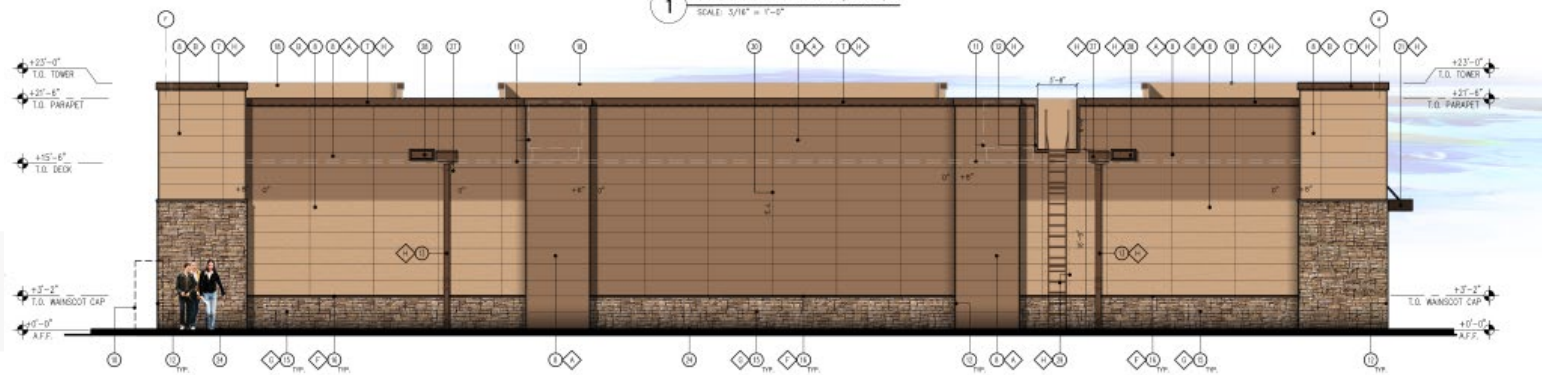
AREA OF PARCEL IN SQUARE FEET	REQUIRED	PROPOSED
AREA OF NUMBER 9 IN 3000 X 3000	100%	100%
LINEAR FEET OF STREET FRONTAGE (REAR DRIVEWAYS)	100%	100%
MAXIMUM REQUIRED PARKING	100%	100%
ADDITIONAL PARKING OVER THE MINIMUM	100%	100%
PERCENT OF TOTAL AREA REAR AS THE BUILDING FOOTPRINT (Rounded by 15%)	100%	100%

UNIT	1000 SQ FT	REQUIRED	PROPOSED
STREET TREES (S)	1 PER 30 FEET OF STREET FRONTAGE	1	1
BUFFER TREES (B)	1 PER 20 FEET OF STREET FRONTAGE	1	1
PROJECT TREES (P)	1 PER 100 S.F.	20	20
5 GALLON SHRUBS	20 PER 100 S.F.	400	400
1 GALLON SHRUBS	100 PER 100 S.F.	2000	2000
CANOPY TREES (C)	1 PER 10 SPACES OR PORTION OF	1	1
CANOPY TREES (C)	1 PER 8 SPACES OVER MAIN	1	1
ADDITIONAL TREES (A)	SPECIAL CONTRACT	0	0
TOTAL TREES		24	24
TOTAL SHRUBS		2000	2000

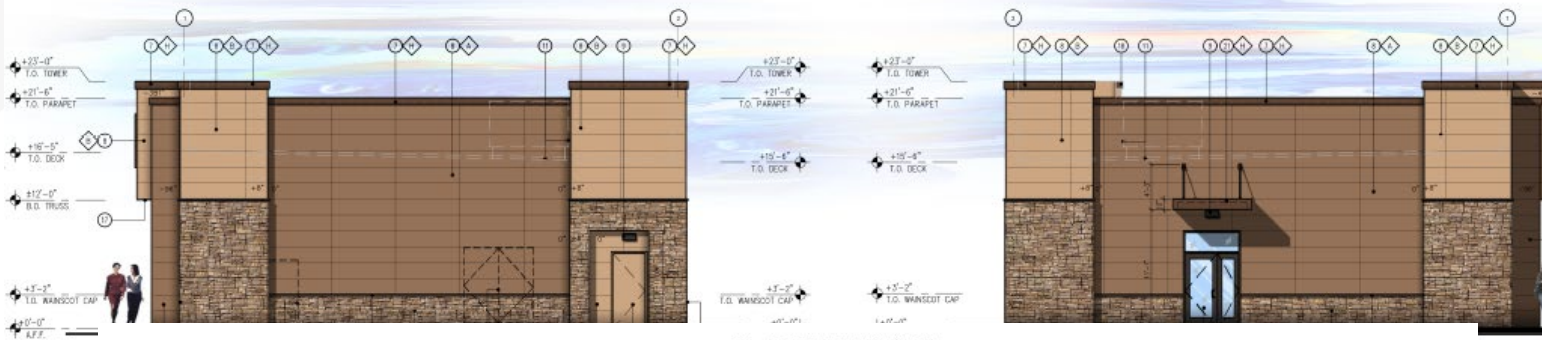




1 FRONT ELEVATION (EAST)
SCALE: 3/16" = 1'-0"



2 BACK ELEVATION (WEST)
SCALE: 3/16" = 1'-0"



2 FRONT ELEVATION (EAST)



Elevations

Subject Property: 10001 & 10005 Dyer St.



Surrounding Development



N



W

E

S

Public Input

- Notices were mailed to property owners within 300 feet on April 9, 2021.
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File #: 21-801, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1

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

Planning and Inspections, 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? YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

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 29th day of June, 2021.

OWNER:
El Paso Electric Company

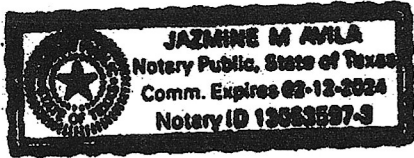
Denise Garcia

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.

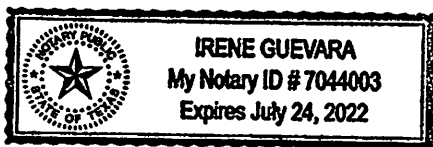
GRANTEE:
El Paso Parking, Inc.
Laura Poptas
By: Laura Poptas President

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 24TH day of JUNE, 2021, by LAURA POPL, 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

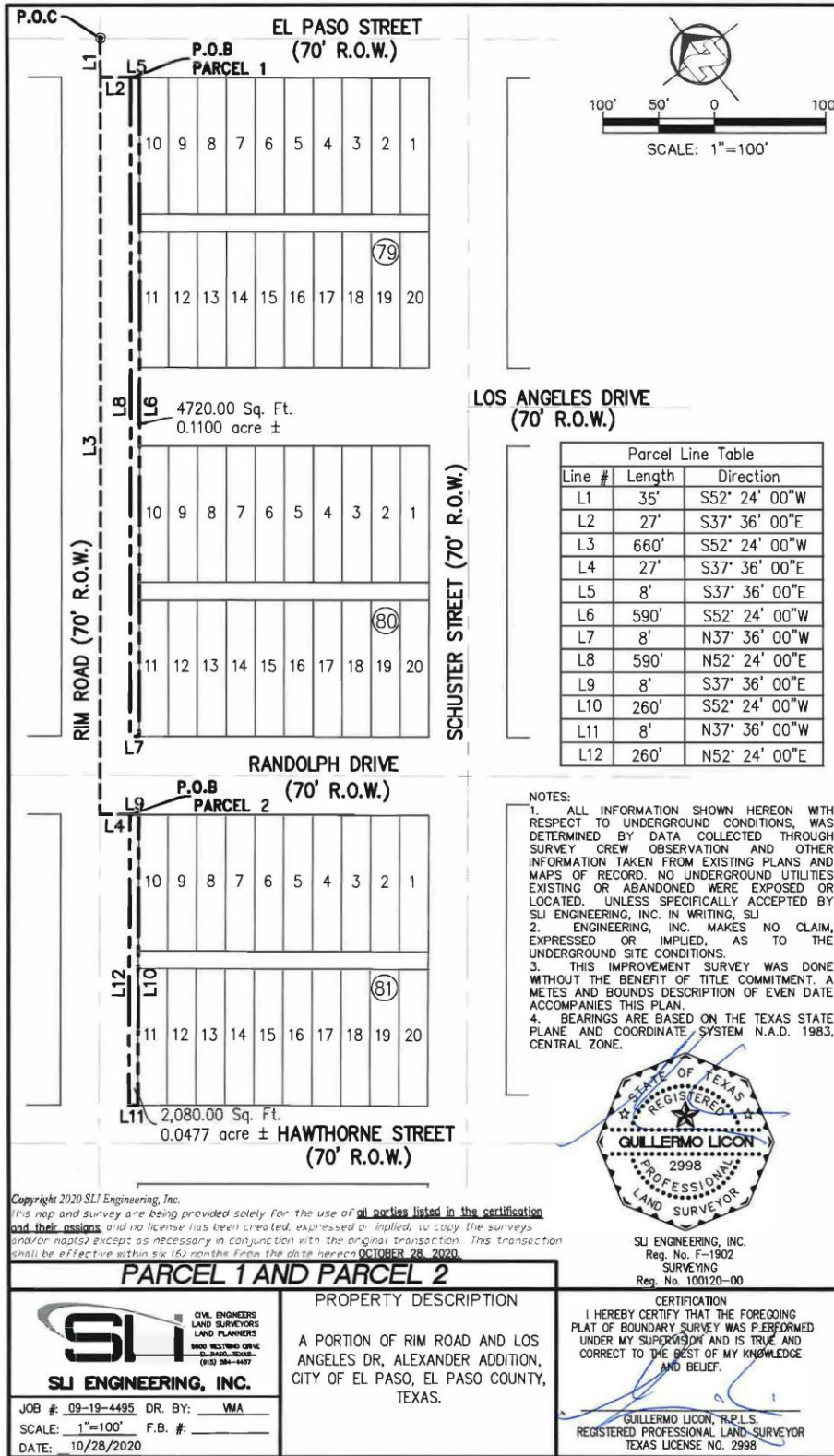


EXHIBIT B

**METES AND BOUNDS
PARCEL 1**

Property Description: An 0.1100 acre, more or less being a portion of Rim Road (70' public right-of-way) adjacent to Blacks 79 and 80, Alexander Addition, and a portion of Los Angeles Dr. (70' right-of-way), City of El Paso, El Paso County, Texas.

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:

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;

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;

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;

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.

Said parcel of land containing 0.1100 acres (4,720.00 sq. ft.) of land, more or less.

A PLOT OF BOUNDARY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

**METES AND BOUNDS
PARCEL 2**

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.

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:

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;

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;

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;

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.



Said parcel of land containing 0.0477 acres (2,080.00 sq. ft.) of land, more or less.

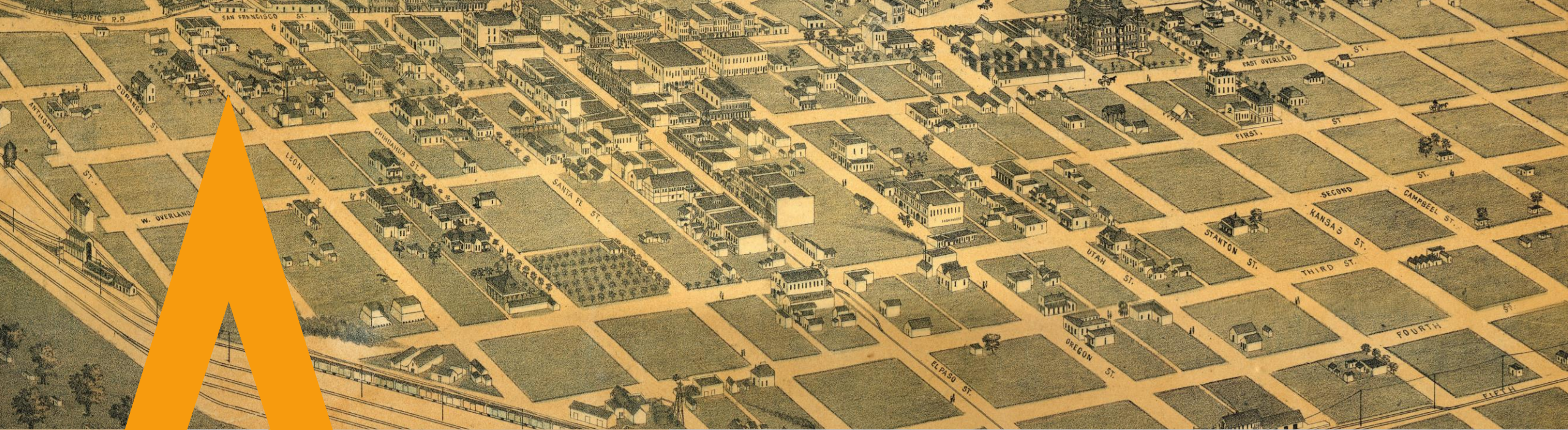
A PLOT OF BOUNDARY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.



SLI ENGINEERING, INC.
Reg. No. F-1502
SURVEYING
Reg. No. 100120-00

Copyright 2019 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 (in/or maps) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereof: **OCTOBER 28, 2020.**

METES AND BOUNDS		
 SLI ENGINEERING, INC. CIVIL ENGINEERING LAND SURVEYORS LAND PLANNERS 5400 MICHELE DRIVE EL PASO, TEXAS 79907-1407	PROPERTY DESCRIPTION A PORTION OF RIM ROAD AND LOS ANGELES DR., ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.	CERTIFICATION 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.  GUILLERMO LICON, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS LICENSE NO. 2598
	JOB #: 01-19-4495 DR. BY: VMA SCALE: N/A F.B. #: _____ DATE: 10/28/2020	



ITEM 42

Special Privilege License Renewal 200 W. Rim Road

Strategic Goal 3.
Promote the Visual
Image of El Paso



License Details

Applicant:

- El Paso Parking Inc.

Location:

- Along Rim Road between El Paso and Hawthorne

Type of Encroachment

- Surface encroachment for off-street parking. Total area of encroachment is 6,800 square feet.

Term

- Renewel for Five (5) years with One (1) renewable five (5) year Term.

Fees

- \$2,210.00 per year

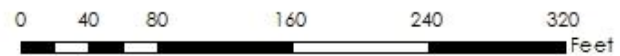
Staff Recommendation

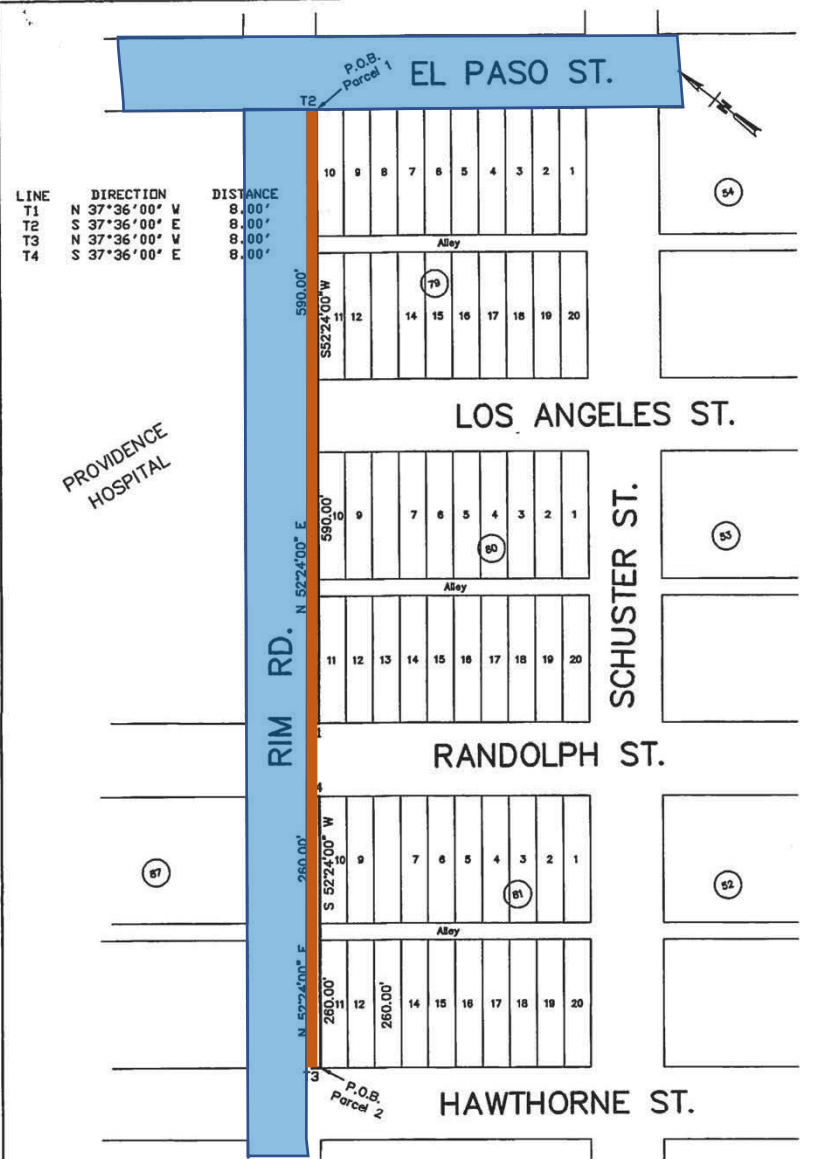
- Approval

NESV2020-00005



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.





NOT A GROUND SURVEY

PARCEL 1
4,720 SQ. FT.
PARCEL 2
2,080 SQ. FT.

Faught & Associates Inc.
CONSULTING ENGINEERS
433 Executive Center Blvd.
El Paso, Texas 79902
(915) 542-4900

EXHIBIT
PORTION OF RIM ROAD IN
BLOCKS 79, 80, AND 81,
ALEXANDER ADDITION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

Drawn By: JC Date: 3-21-95 Scale: 1"=100' Job No: 5662-06

**PARCEL 1
4,720 SQUARE FEET**

Being a portion of Rim Road (70 feet wide) located in Blocks 79 and 80, Alexander Addition, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the northeasterly corner of Lot 10, said Block 79 at the intersection of the south right-of-way line of Rim Road with the west right-of-way line of El Paso Street;

THENCE, along the south line of said Rim Road, South 52°24'00" West, a distance of 590.00 feet to the southwest corner of Lot 11, Block 80 in the easterly right-of-way line of Randolph Street;

THENCE, North 37°36'00" West, a distance of 8.00 feet to a point;

THENCE, North 52°24'00" East, a distance of 590.00 feet to a point;

THENCE, South 37°36'00" East, a distance of 8.00 feet to the **POINT OF BEGINNING** and containing 4,720 square feet of land.

NOT A GROUND SURVEY

PREPARED BY:
Faight & Associates Inc.
El Paso, Texas
March 21, 1995
Job No. 5662-06



**PARCEL 2
2,080 SQUARE FEET**

Being a portion of Rim Road (70 feet wide) located in Block 81, Alexander Addition, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of Lot 11, said Block 81 at the intersection of the east right-of-way line of Hawthorne Street with the south right-of-way line of Rim Road;

THENCE, North 37°36'00" West, a distance of 8.00 feet to a point;

THENCE, North 52°24'00" East, a distance of 260.00 feet to a point;

THENCE, South 37°36'00" East, a distance of 8.00 feet to the northeast corner of Lot 10, said Block 81 at the intersection of the west right-of-way line of Randolph Street with the south right-of-way line of said Rim Road;

THENCE, along the south right-of-way line of said Rim Road, South 52°24'00" West, a distance of 260.00 feet to the **POINT OF BEGINNING** and containing 2,080 square feet of land.

NOT A GROUND SURVEY

PREPARED BY:
Faight & Associates Inc.
El Paso, Texas
March 21, 1995
Job No. 5662-06





Recommendation

- Staff recommends **approval** of the Special Privilege License for the surface encroachment for off-street parking.



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 #: 21-631, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6

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

AGENDA LANGUAGE:

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

An Ordinance 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

[POSTPONED FROM 07-07-2021]

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

AGENDA DATE: June 8, 2021

PUBLIC HEARING DATE: July 7, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 6

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

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:

An Ordinance granting Special Permit NO. PZST21-00008, 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

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 C-1 (Commercial) zone district as required by El Paso City Code Section 20.10.455. City Plan Commission recommended 6-2 to deny the proposed special permit on May 6, 2021. As of May 28, 2021, the Planning Division did not receive any communication support or opposition to the special permit request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

Philip F. Etiwe – Planning and Inspections Director

Revised 04/09/2021

ORDINANCE NO. _____

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.

WHEREAS, Verizon Wireless c/o Les F. Gutierrez, in its capacity as authorized agent for Elizabeth Jaquez 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 55-foot tall and is required to be camouflaged as a bell tower along with 18-foot by 38-foot walled equipment enclosure; and,

WHEREAS, the Section 20.10.455 allows for a ground-mounted personal wireless service facility by Special Permit; and,

WHEREAS, the Section 20.10.455.F.1.8 allows for a ground-mounted personal wireless facility up to 60-feet 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 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 Sections 20.04.320 and 20.10.455 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 **C-1 (Commercial)** Zone District: A portion of Tracts 9B, 9C, and 10A, Block 48, Ysleta Grant, 9100 Alameda Avenue, 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 Sections 20.04.320 and 20.10.455 of the El Paso City Code to allow for a ground-mounted 55-foot tall personal wireless service facility, which is required to be camouflaged as a bell tower along with 18-foot by 38-foot 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 **C-1 (Commercial)** District regulations and is subject to the approved Detailed Site Development Plan, Section 20.04.150, 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. PZST21-00008** 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 Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

Verizon Wireless c/o Les F. Gutierrez, in its capacity as authorized agent for Elizabeth Jaquez, (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 **C-1 (Commercial)** District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 27 day of May, 2021.

OWNER:

Verizon Wireless, by
Les F Gutierrez

Verizon Wireless c/o Les F. Gutierrez
Authorized Agent for Elizabeth Jaquez

ACKNOWLEDGMENT

THE STATE OF NEW MEXICO)

)
COUNTY OF SANTA FE)

This instrument is acknowledged before me on this 27 day of May, 2021, by **Verizon Wireless c/o Les F. Gutierrez for Elizabeth Jaquez**, as property owner.

Gabriela Linares
Notary Public, State of New Mexico

Gabriela Linares
Printed or Typed Name

My Commission Expires:

10/18/2023



OFFICIAL SEAL
Gabriela Linares
NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires 10/18/2023

EXHIBIT A

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF TRACTS 9B, 9C AND 10A (ALSO BEING PARCEL 1 OF DOC. # 20110035641 OF EL PASO COUNTY RECORDS) BLOCK 48, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, STATE OF TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE INTERSECTION OF THE CENTERLINES OF ALAMEDA AVENUE AND SOUTH OLD PUEBLO DRIVE; THENCE ALONG THE CENTERLINE OF ALAMEDA AVENUE SOUTH 61°13'48" EAST, 229.59 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 25°52'05" WEST, 29.98 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ALAMEDA AVENUE AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH LINE SOUTH 61°13'48" EAST, 20.27 FEET; THENCE DEPARTING SAID SOUTH LINE SOUTH 28°46'12" WEST, 5.00 FEET; THENCE NORTH 61°13'48" WEST, 5.00 FEET; THENCE SOUTH 25°52'05" WEST, 47.34 FEET; THENCE SOUTH 12°36'49" WEST, 18.87 FEET; THENCE SOUTH 77°23'11" EAST, 10.02 FEET; THENCE SOUTH 12°36'49" WEST, 18.00 FEET; THENCE SOUTH 77°23'11" EAST, 38.00 FEET; THENCE SOUTH 12°36'49" WEST, 15.00 FEET; THENCE NORTH 77°23'11" WEST, 63.02 FEET; THENCE NORTH 12°36'49" EAST, 53.62 FEET; THENCE NORTH 25°52'05" EAST, 54.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 2522 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

UTILITY EASEMENT LEGAL DESCRIPTION

A 5.00 FOOT WIDE STRIP OF LAND BEING IN TRACTS 9B, 9C AND 10A (ALSO BEING PARCEL 1 OF DOC. # 20110035641 OF EL PASO COUNTY RECORDS) BLOCK 48, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, STATE OF TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE INTERSECTION OF THE CENTERLINES OF ALAMEDA AVENUE AND SOUTH OLD PUEBLO DRIVE; THENCE ALONG THE CENTERLINE OF ALAMEDA AVENUE SOUTH 61°13'48" EAST, 229.59 FEET; THENCE CONTINUING SOUTH 61°13'48" EAST, 211.86 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 24°32'12" WEST, 30.06 FEET TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF ALAMEDA AVENUE AND WEST RIGHT-OF-WAY LINE OF THE SOUTH SIDE FEDERAL CANAL; THENCE ALONG THE WEST LINE OF SAID SOUTH SIDE FEDERAL CANAL SOUTH 24°32'12" WEST, 77.40 FEET; THENCE DEPARTING SAID WEST LINE NORTH 77°21'48" WEST, 169.84 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 77°21'48" WEST, 5.00 FEET; THENCE NORTH 11°08'33" EAST, 27.84 FEET; THENCE SOUTH 77°23'11" EAST, 5.00 FEET; THENCE SOUTH 11°08'33" WEST, 27.85 FEET; TO THE POINT OF BEGINNING.

CONTAINING 684 SQUARE FEET OR 0.02 ACRES MORE OR LESS.

LEASE AREA LEGAL DESCRIPTION

A PORTION OF TRACTS 9B, 9C AND 10A (ALSO BEING PARCEL 1 OF DOC. # 20110035641 OF EL PASO COUNTY RECORDS) BLOCK 48, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, STATE OF TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE INTERSECTION OF THE CENTERLINES OF ALAMEDA AVENUE AND SOUTH OLD PUEBLO DRIVE; THENCE ALONG THE CENTERLINE OF ALAMEDA AVENUE SOUTH 61°13'48" EAST, 229.59 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 25°52'05" WEST, 29.98 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ALAMEDA AVENUE; THENCE ALONG SAID SOUTH LINE SOUTH 61°13'48" EAST, 20.27 FEET; THENCE DEPARTING SAID SOUTH LINE SOUTH 28°46'12" WEST, 5.00 FEET; THENCE NORTH 61°13'48" WEST, 5.00 FEET; THENCE SOUTH 25°52'05" WEST, 47.34 FEET; THENCE SOUTH 12°36'49" WEST, 18.87 FEET; THENCE SOUTH 77°23'11" EAST, 10.02 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 77°23'11" EAST, 38.00 FEET; THENCE SOUTH 12°36'49" WEST, 18.00 FEET; THENCE NORTH 77°23'11" WEST, 38.00 FEET; THENCE NORTH 12°36'49" EAST, 18.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 139 SQUARE FEET OR 0.003 ACRES MORE OR LESS.



EXHIBIT B



SUN STATE TOWERS

TX10-125 GABRIEL'S CAFE / ELP SPEAKING ROCK

APN: Y80599904800801

9100 ALAMEDA AVE

EL PASO, TX 79907

EL PASO COUNTY



PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL

DATE
Verizon Wireless by Les F. Gutman
APPLICANT

Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

PREPARED FOR
**SUN STATE
TOWERS**
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-844-8685 - FAX: 480-844-2680

CARRIER
verizon
156 W. GEMINI DR. TEMPE, AZ 85285
PHONE: (480) 777-4397
FAX: (480) 777-4397

ARE CONSULTING FIRM & SITE ACQUISITION
**PINNACLE
CONSULTING, INC.**
Consulting - Project Management - Site Development
1426 N. MARVIN STREET #101
GILBERT, AZ 85233

PROJECT NO: TX10-125
DRAWN BY: M.G.
CHECKED BY: KF

REV	DATE	DESCRIPTION	BY
A	04/21/21	90% REVIEW	M.G.
0	04/29/21	FINAL ZONING	KAF
1	06/10/21	CLIENT COMMENTS	KAF

**FINAL
FOR ZONING
ONLY**

TX10-125 GABRIEL'S CAFE
/ ELP SPEAKING ROCK

9100 ALAMEDA AVE
EL PASO, TX 79907
EL PASO COUNTY

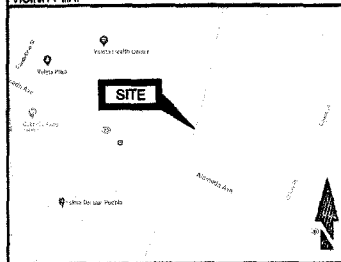
SHEET TITLE
PROJECT INFORMATION

SHEET NUMBER
T-1

SITE DIRECTIONS

DEPART EL PASO INTERNATIONAL AIRPORT, 6701 CONYAR RD. EL PASO, TX 79905 TURN RIGHT THEN BEAR LEFT ONTO TERMINAL DR. ROAD NAME CHANGES TO AIRWAY BLVD. KEEP LEFT TO GET ONTO TERMINAL D1 S. KEEP STRAIGHT TO GET ONTO AIRWAY BLVD. TURN LEFT ONTO GATEWAY BLVD E. TAKE THE RAMP ON THE LEFT AND FOLLOW SIGNS FOR I-10 EAST. AT EXIT 34A, HEAD RIGHT ON THE RAMP FOR TX-375 LOOP NORTH TOWARD ZARAGOZA HTL. BRIDGE. AT EXIT 47, HEAD RIGHT ON THE RAMP FOR S AMERICAS AVE TOWARD ALAMEDA AVE / PAN AMERICAN DR / SOCORRO RD. TURN RIGHT ONTO TX-20 / ALAMEDA AVE. ARRIVE AT TX-20 / 9100 ALAMEDA AVE.

VICINITY MAP



PROJECT DESCRIPTION

- SCOPE OF WORK**
- INSTALL PROPOSED 65'-0" SUN STATE TOWERS BELL TOWER
 - INSTALL PROPOSED 18'-0"x36'-0"x8'-0" CMU WALL W/ DECORATIVE COBBLESTONE FINISH
 - INSTALL PROPOSED 4'-0"x10'-0" CONCRETE PAD
 - INSTALL PROPOSED RF CABINET
 - INSTALL PROPOSED POWER CABINET
 - INSTALL (3) PROPOSED #12 UNDERGROUND CONDUITS
 - INSTALL (2) PROPOSED HYBRIFLEX CABLES
 - INSTALL PROPOSED GPS ANTENNA
 - INSTALL (6) PROPOSED ANTENNA MOUNTING PIPES
 - INSTALL (6) PROPOSED PANEL ANTENNAS
 - INSTALL (6) PROPOSED REMOTE RADIO HEADS
 - INSTALL (1) 12-PORT OVP
 - INSTALL PROPOSED ELECTRICAL SERVICE
 - INSTALL PROPOSED TELCO SERVICE

CONTACT INFORMATION

CLIENT / TOWER OWNER:
SUN STATE TOWERS
1426 N. MARVIN STREET #101
GILBERT, AZ 85233
CONTACT: CHAD WARD
PHONE: (480) 664-9588 EXT. 214

PROPERTY OWNER:
ELIZABETH JACQUEZ
9100 ALAMEDA AVE
EL PASO, TX 79907
CONTACT: GABRIEL JACQUEZ
PHONE: (915) 831-0093

CARRIER:
VERIZON WIRELESS
126 W. GEMINI DR.
TEMPE, AZ 85283
CONTACT: MICHAEL HOFFMAN
PHONE: (602) 610-0061

SITE ACQUISITION:

PINNACLE CONSULTING, INC.
1426 N. MARVIN STREET #101
GILBERT, AZ 85233
CONTACT: MICHELLE LAMOUREUX
PHONE: (480) 664-9588 ext. 230

ENGINEERING FIRM:

PINNACLE CONSULTING, INC.
1426 N. MARVIN STREET #101
GILBERT, AZ 85233
ENGINEER: KYLE FORTIN, PE
PHONE: (602) 217-4235

PROJECT DATA

ZONING: C1H
PARCEL #: Y80599904800801
USE: UNMANNED COMMUNICATIONS
NEW LEASE AREA: 630 SQ. FT
JURISDICTION: CITY OF EL PASO

GOVERNING CODES: 2015 IBC, 2016 IFC, 2015 IMC, 2014 NEC

ALL BUILDING CODES LISTED ABOVE SHALL INCLUDE AMENDMENTS BY THE GOVERNING JURISDICTION

NEW SITE LOCATION

LATITUDE: 31.690642° 31° 41' 26.313" N [NAD83]
LONGITUDE: -106.325705° -106° 19' 32.538" W [NAD83]
GROUND ELEVATION: 3872.4' [NAVD88]

GENERAL NOTES

- THIS WIRELESS TELECOMMUNICATIONS FACILITY WILL MEET THE HEALTH AND SAFETY STANDARDS FOR ELECTROMAGNETIC FIELD EMISSIONS AS ESTABLISHED BY THE FEDERAL COMMUNICATIONS COMMISSION OR ANY SUCCESSOR THEREOF, AND ANY OTHER FEDERAL OR STATE AGENCY.
- THIS WIRELESS TELECOMMUNICATIONS FACILITY WILL MEET THE REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION REGARDING PHYSICAL AND ELECTROMAGNETIC INTERFERENCE.
- LIGHTING OR SIGNS WILL BE PROVIDED ONLY AS REQUIRED BY FEDERAL OR STATE AGENCIES.
- DEVELOPMENT AND CONSTRUCTION OF THIS PROJECT WILL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.
- THIS PROJECT DOES NOT INCLUDE WATER OR SEWER.



APPROVALS

(RF): _____ DATE: _____
(CONS): _____ DATE: _____
(RE): _____ DATE: _____
LANDLORD: _____ DATE: _____

SURVEYOR NOTES

1. A TITLE REPORT WAS NOT PROVIDED AT THE TIME OF THE SURVEY.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

PROJECT META DATA

1. ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 12B SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
2. BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM TEXAS STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.
3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 03/11/21.

FLOOD ZONE DESIGNATION

THE PROPOSED LEASE PREMISES SHOWN HEREON APPEAR TO BE WITHIN FLOOD ZONE "X" AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 4802140048C DATED 02/16/2006.

FLOOD ZONE "X" IS DEFINED AS: AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN; DETERMINED TO BE OUTSIDE THE 1% AND 0.2% ANNUAL CHANCE FLOODPLAINS.

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF TRACTS 9B, 9C AND 10A (ALSO BEING PARCEL 1 OF DOC. # 20110035641 OF EL PASO COUNTY RECORDS), BLOCK 48, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, STATE OF TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG SAID SOUTH LINE SOUTH 61°13'48" EAST, 20.27 FEET; THENCE DEPARTING SAID SOUTH LINE SOUTH 28°46'12" WEST, 5.00 FEET; THENCE NORTH 61°13'48" WEST, 5.00 FEET; THENCE SOUTH 25°52'05" WEST, 47.34 FEET; THENCE SOUTH 12°36'49" WEST, 18.87 FEET; THENCE SOUTH 77°23'11" EAST, 10.02 FEET; THENCE SOUTH 12°36'49" WEST, 18.00 FEET; THENCE SOUTH 77°23'11" EAST, 38.00 FEET; THENCE SOUTH 12°36'49" WEST, 15.00 FEET; THENCE NORTH 77°23'11" WEST, 63.02 FEET; THENCE NORTH 12°36'49" EAST, 53.62 FEET; THENCE NORTH 25°52'05" EAST, 54.85 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT LEGAL DESCRIPTION

A 5.00 FOOT WIDE STRIP OF LAND BEING IN TRACTS 9B, 9C AND 10A (ALSO BEING PARCEL 1 OF DOC. # 20110035641 OF EL PASO COUNTY RECORDS), BLOCK 48, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, STATE OF TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE CONTINUING NORTH 77°21'48" WEST, 5.00 FEET; THENCE NORTH 11°08'33" EAST, 27.84 FEET; THENCE SOUTH 77°23'11" EAST, 5.00 FEET; THENCE SOUTH 11°08'33" WEST, 27.85 FEET; TO THE POINT OF BEGINNING.

LEASE AREA LEGAL DESCRIPTION

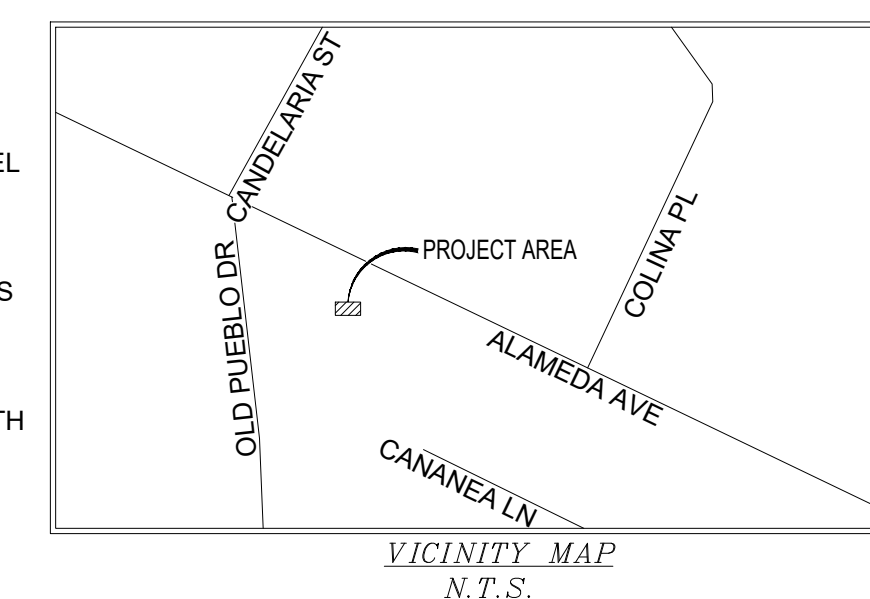
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THENCE SOUTH 77°23'11" EAST, 38.00 FEET; THENCE SOUTH 12°36'49" WEST, 18.00 FEET; THENCE NORTH 77°23'11" WEST, 38.00 FEET; THENCE NORTH 12°36'49" EAST, 18.00 FEET TO THE POINT OF BEGINNING.

LESSOR'S LEGAL DESCRIPTION (APN: Y80599904800801)

TRACTS 8, 9-A, 9-B, 9-C, 10-A, 10-B, 10-C, AND 10-C-1, BLOCK 48, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

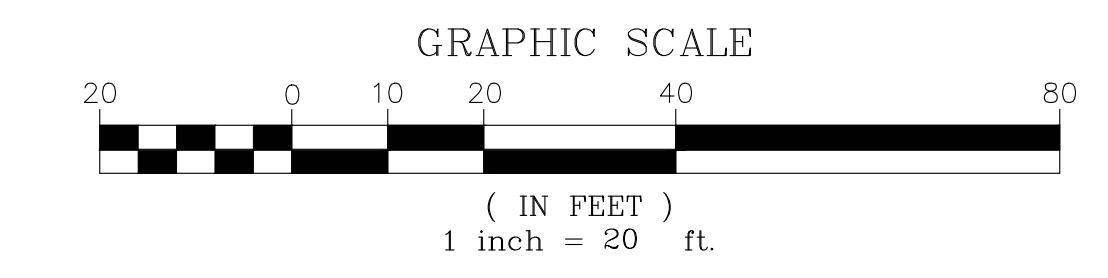
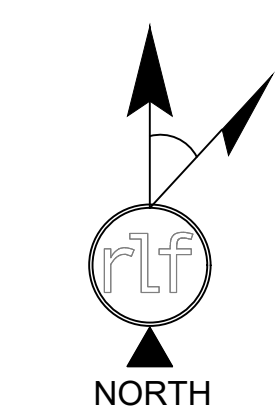
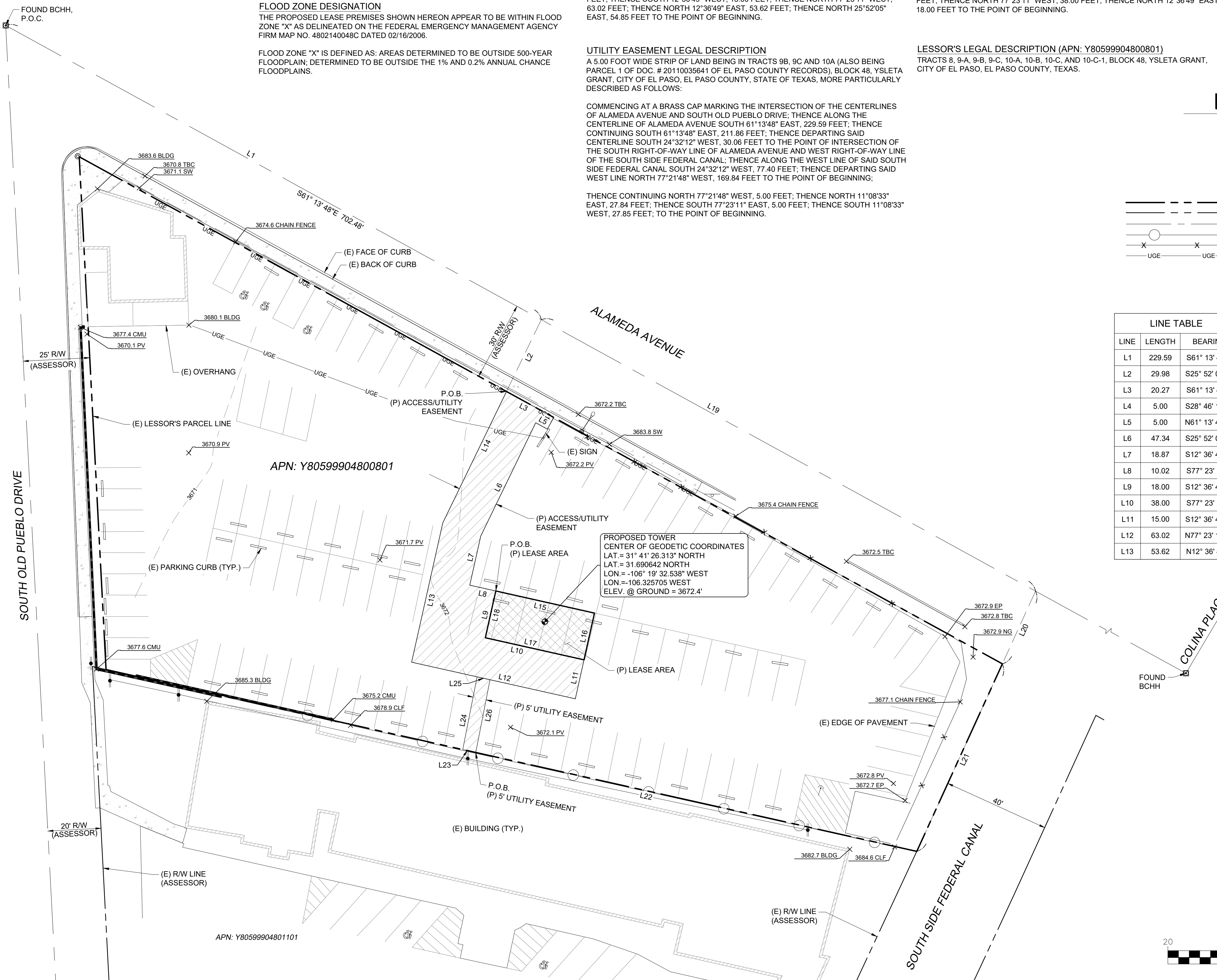


LEGEND

- BRASS CAP IN HANDHOLE (BCHH)
- POWER POLE
- DOWN GUY
- STREET LIGHT W/ MAST ARM
- SIGN
- ♿ HANDICAP
- ⊕ POSITION OF GEODETIC COORDINATES
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- CHAIN LINK FENCE
- CHAIN FENCE
- U/G ELECTRIC LINE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

LINE	LENGTH	BEARING
L1	229.59	S61° 13' 48"E
L2	29.98	S25° 52' 05"W
L3	20.27	S61° 13' 48"E
L4	5.00	S28° 46' 12"W
L5	5.00	N61° 13' 48"W
L6	47.34	S25° 52' 05"W
L7	18.87	S12° 36' 49"W
L8	10.02	S77° 23' 11"E
L9	18.00	S12° 36' 49"W
L10	38.00	S77° 23' 11"E
L11	15.00	S12° 36' 49"W
L12	63.02	N77° 23' 11"W
L13	53.62	N12° 36' 49"E

LINE	LENGTH	BEARING
L14	54.85	N25° 52' 05"E
L15	38.00	S77° 23' 11"E
L16	18.00	S12° 36' 49"W
L17	38.00	N77° 23' 11"W
L18	18.00	N12° 36' 49"E
L19	211.86	S61° 13' 48"E
L20	30.06	S24° 32' 12"W
L21	77.40	S24° 32' 12"W
L22	169.84	N77° 21' 48"W
L23	5.00	N77° 21' 48"W
L24	27.84	N11° 08' 33"E
L25	5.00	S77° 23' 11"E
L26	27.85	S11° 08' 33"W



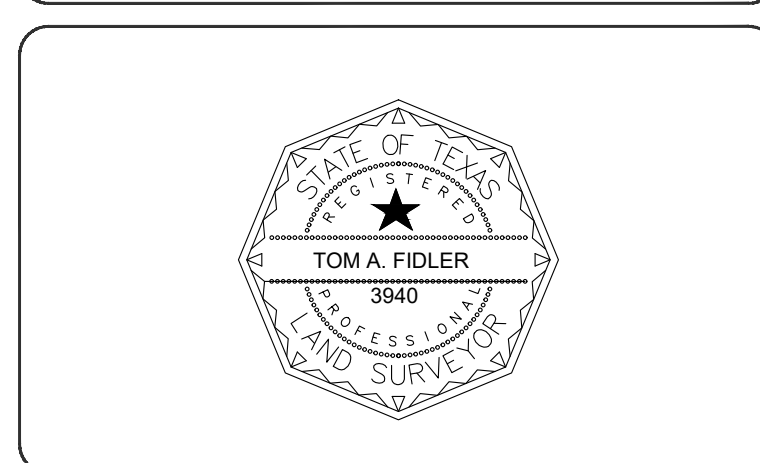
SUN STATE TOWERS
 1426 NORTH MARVIN STREET #101
 GILBERT, AZ 85233
 PHONE: 480-664-9588 - FAX 480-664-9850

PINNACLE CONSULTING, INC.
 Construction - Project Management - Site Development
 1426 N. MARVIN STREET # 101
 GILBERT, AZ 85233

FIELD BY:	CEF
DRAWN BY:	GAC
CHECKED BY:	RLF

REVISIONS		
NO.	DATE	DESCRIPTION
1	04/05/21	FINAL
0	03/19/21	PRELIMINARY

RLF CONSULTING
 LAND SURVEY • MAPPING SOLUTIONS
 WWW.RLFCONSULTING.COM • 480-445-9169

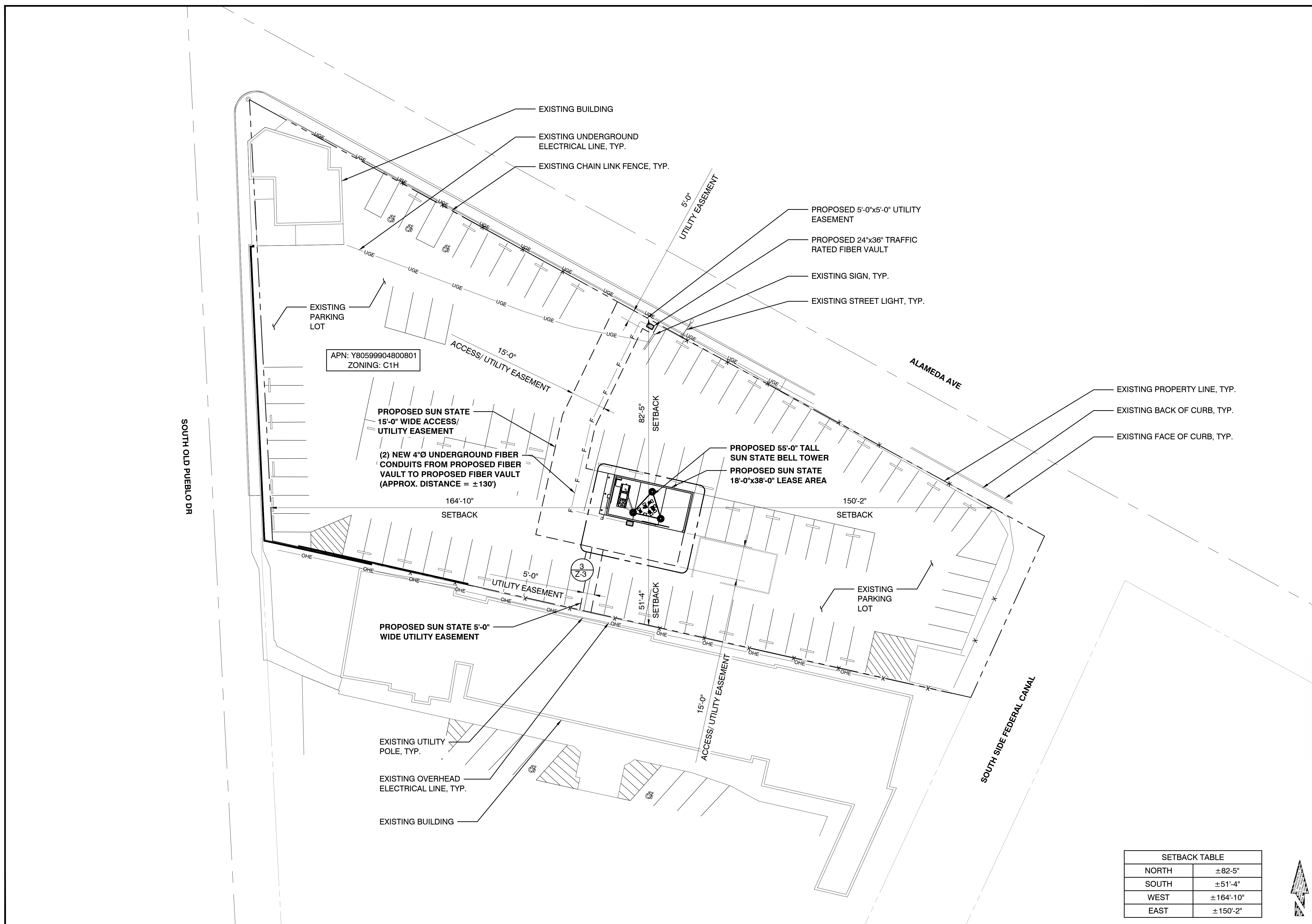


REUSE OF DOCUMENT
 THE IDEAS & DESIGN INCORPORATED HEREON, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF RLF CONSULTING, LLC & IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF RLF CONSULTING, LLC.


PROJECT No.
100081083
 SITE NAME:
 TX10-125 Gabriel's cafe
 SITE ADDRESS:
 9100 ALAMEDA DR
 EL PASO, TX 79907

SHEET TITLE:
TOPOGRAPHIC SURVEY

SHEET NO.
LS-1
 REVISION:



PREPARED FOR



**SUN STATE
TOWERS**
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER



126 W. GEMINI DR. TEMPE, AZ 85283
PHONE: (480) 777-4360
FAX: (480) 777-4391

A&E CONSULTING FIRM & SITE ACQUISITION

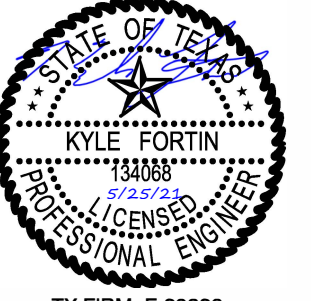


**PINNACLE
CONSULTING, INC.**
Construction - Project Management - Site Development
1426 N. MARVIN STREET #101
GILBERT, AZ 85233

PROJECT NO:	TX10-125
DRAWN BY:	M.G.
CHECKED BY:	KF

REV	DATE	DESCRIPTION	BY
A	04/21/21	90% REVIEW	M.G.
0	04/29/21	FINAL ZONING	KAF
1	05/10/21	CLIENT COMMENTS	KAF

**FINAL
FOR ZONING
ONLY**



TX FIRM: F-20826

**TX10-125 GABRIEL'S CAFE
/ ELP SPEAKING ROCK**
9100 ALAMEDA AVE
EL PASO, TX 79907
EL PASO COUNTY

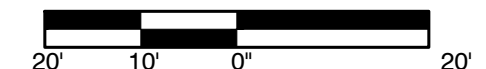
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SITE PLAN

SHEET NUMBER
Z-1

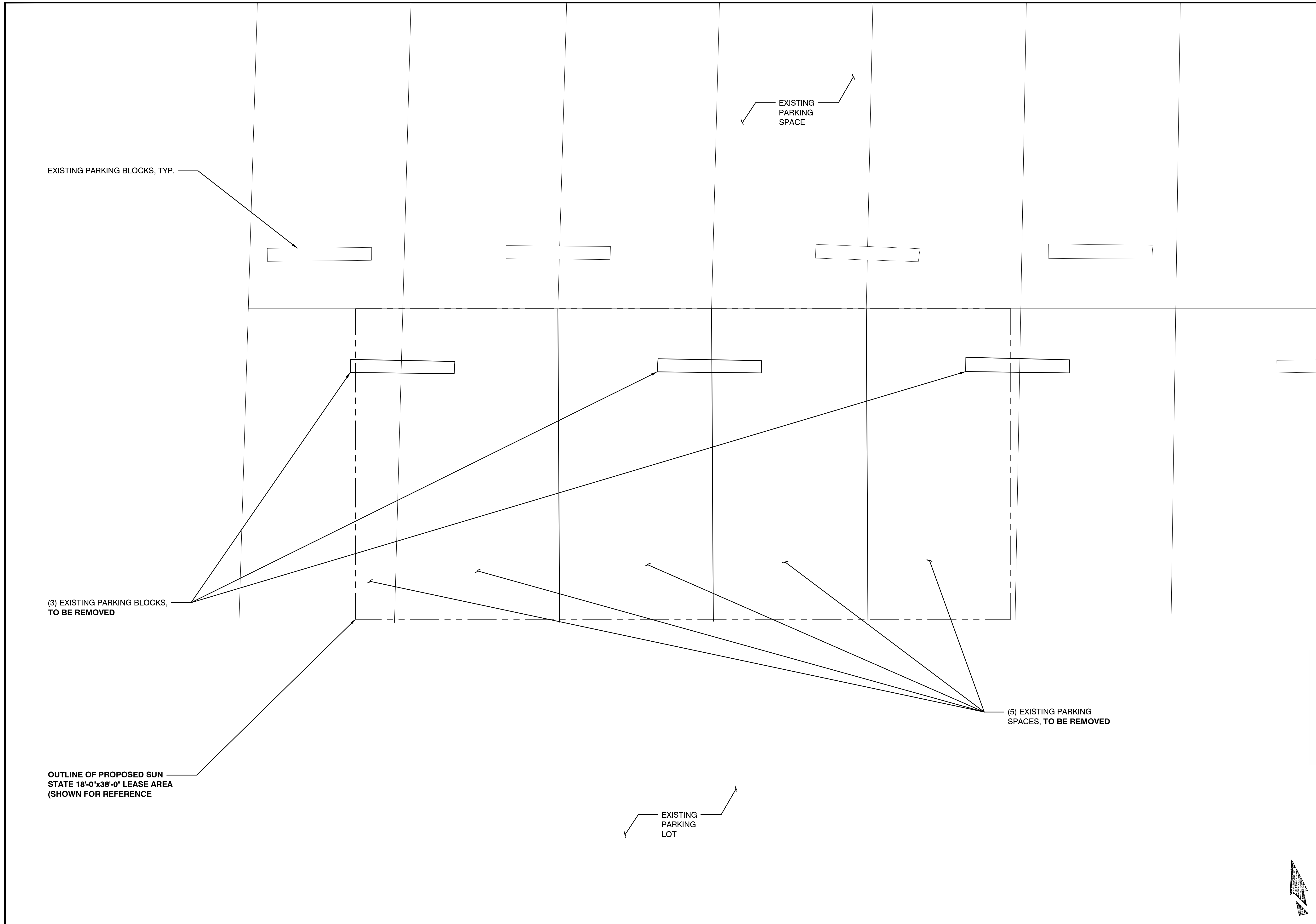
SETBACK TABLE

NORTH	±82'-5"
SOUTH	±51'-4"
WEST	±164'-10"
EAST	±150'-2"


24"x36" SCALE: 1" = 20'
11"x17" SCALE: 1" = 40'



SITE PLAN



PREPARED FOR



SUN STATE TOWERS
 1426 NORTH MARVIN STREET #101
 GILBERT, AZ 85233
 PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER



126 W. GEMINI DR. TEMPE, AZ 85283
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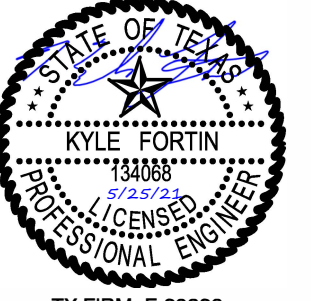
PINNACLE CONSULTING, INC.
 Construction - Project Management - Site Development

1426 N. MARVIN STREET #101
 GILBERT, AZ 85233

PROJECT NO:	TX10-125
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A	04/21/21	90% REVIEW	M.G.
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1	05/10/21	CLIENT COMMENTS	KAF

FINAL FOR ZONING ONLY



KYLE FORTIN
 131088
 PROFESSIONAL ENGINEER
 TX FIRM: F-20826

TX10-125 GABRIEL'S CAFE / ELP SPEAKING ROCK

9100 ALAMEDA AVE
 EL PASO, TX 79907
 EL PASO COUNTY

SHEET TITLE
EXISTING ENLARGED SITE PLAN

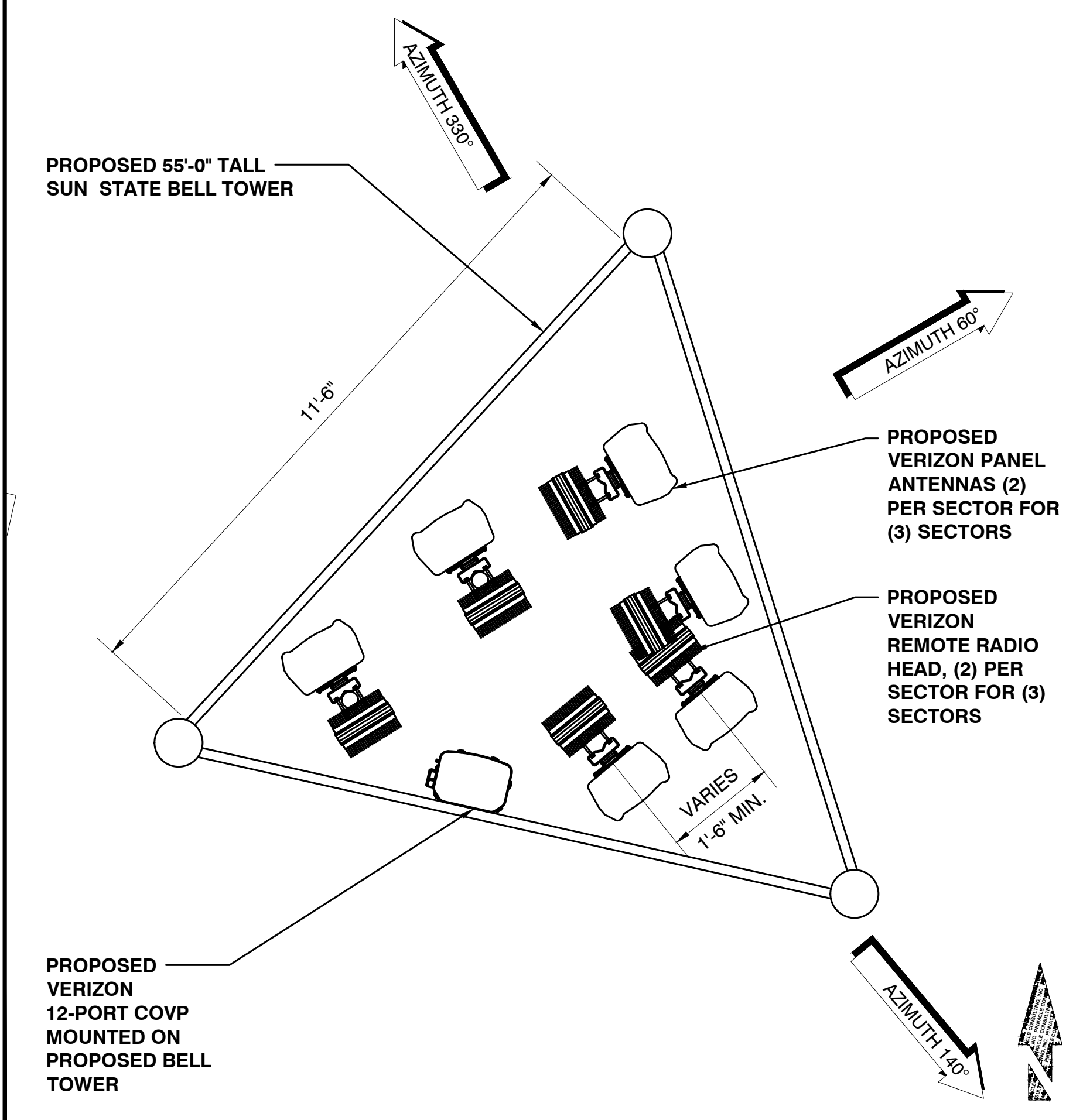
SHEET NUMBER
Z-2

EXISTING ENLARGED SITE PLAN

24"x36" SCALE: 3/8" = 1'-0"
 11"x17" SCALE: 3/16" = 1'-0"

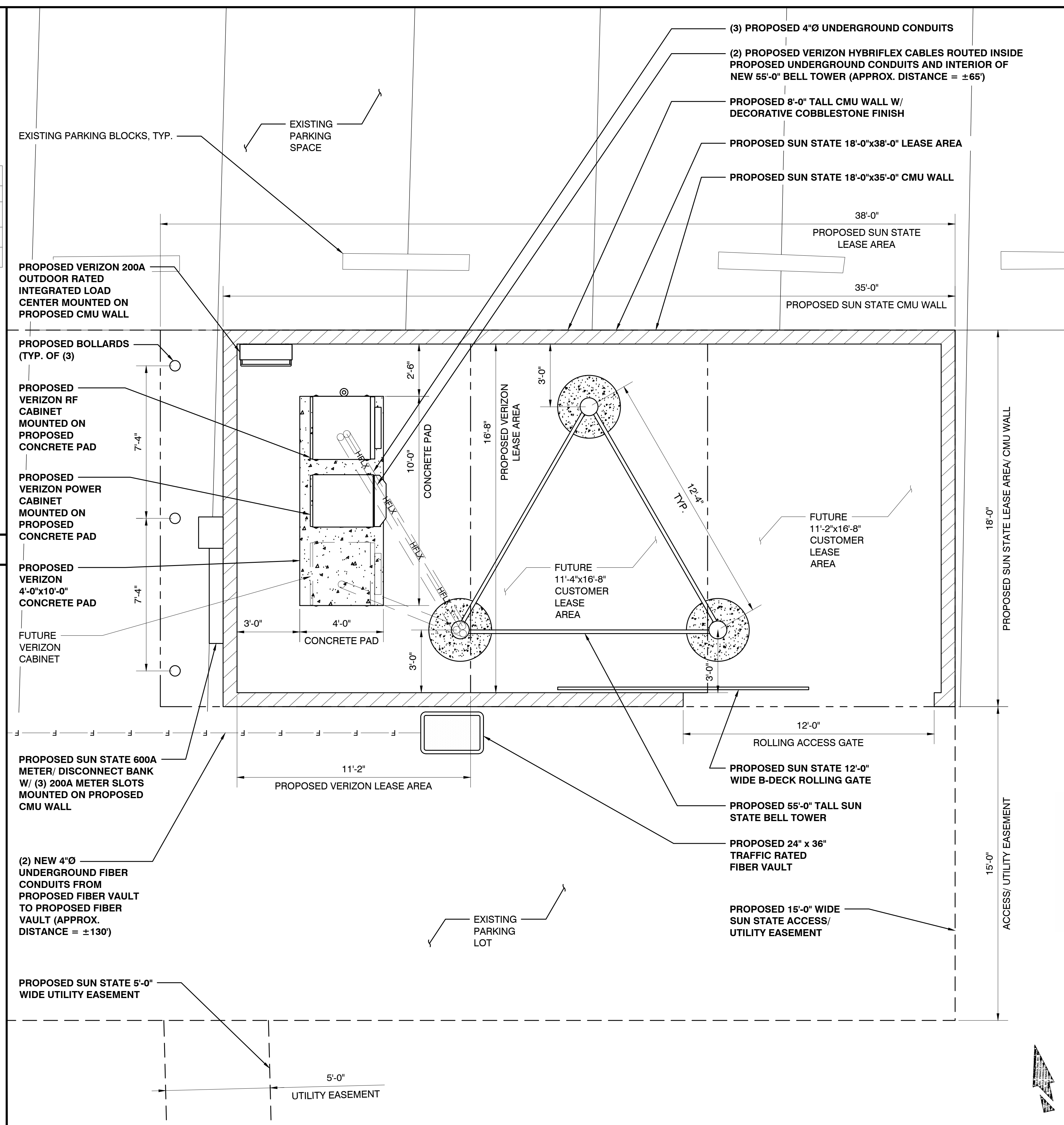
NEW COAXIAL CABLE TABLE					
SECTOR	AZIMUTH	LENGTH	QTY.	SIZE	TYPE
ALPHA	60°	±65'	2	1 1/4"Ø	HYBRIFLEX CABLE
BETA	140°				
GAMMA	330°				

CABLING DETAIL



ANTENNA PLAN

24"x36" SCALE: 1/2" = 1'-0"
11"x17" SCALE: 1/4" = 1'-0"



ENLARGED SITE PLAN

24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"

PREPARED FOR

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER

126 W. GEMINI DR. TEMPE, AZ 85283
PHONE: (480) 777-4360
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A&E CONSULTING FIRM & SITE ACQUISITION

PINNACLE CONSULTING, INC.
Construction - Project Management - Site Development
1426 N. MARVIN STREET #101
GILBERT, AZ 85233

PROJECT NO:	TX10-125
DRAWN BY:	M.G.
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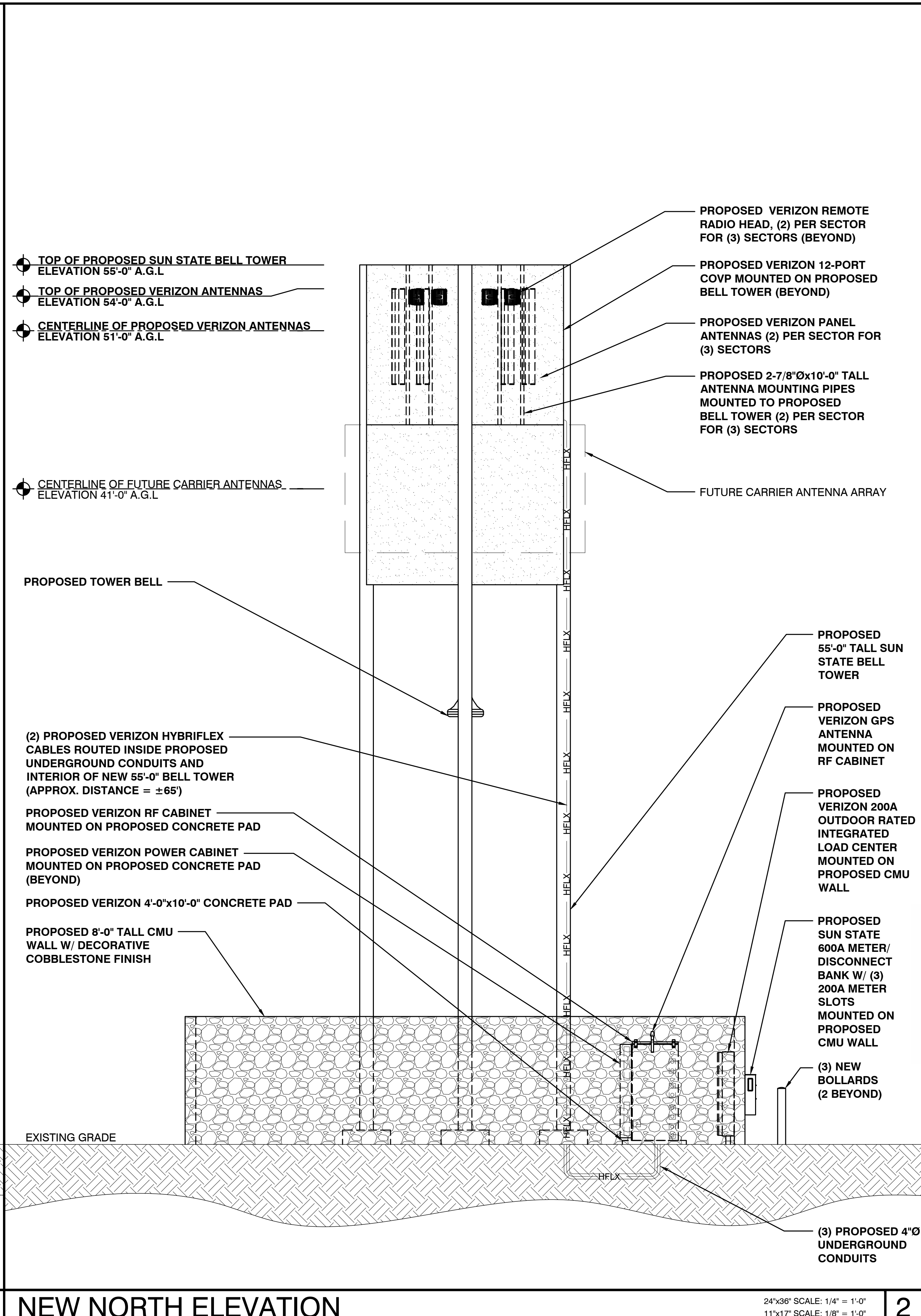
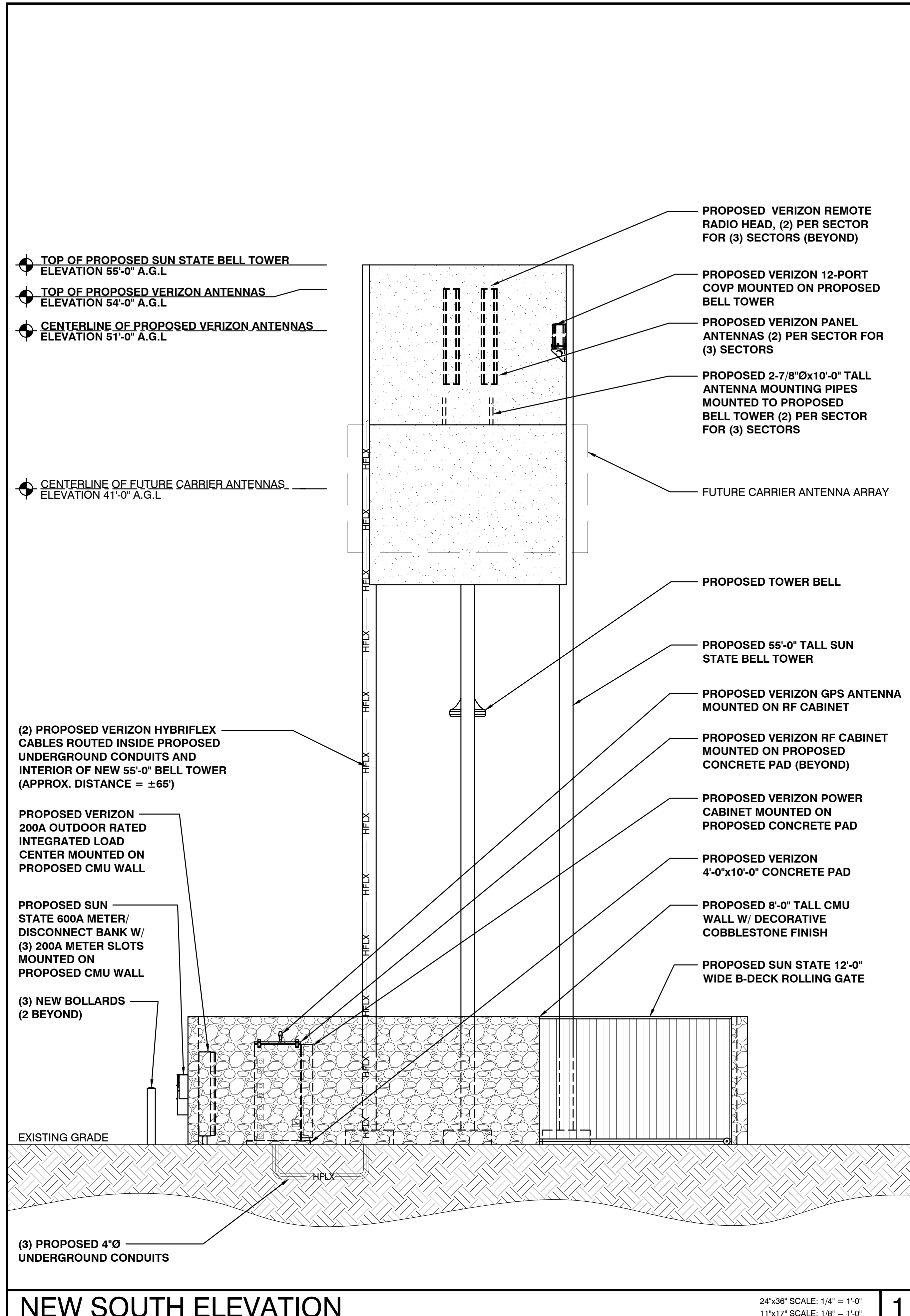
TX FRM: F-202626

TX10-125 GABRIEL'S CAFE / ELP SPEAKING ROCK

9100 ALAMEDA AVE
EL PASO, TX 79907
EL PASO COUNTY

SHEET TITLE
NEW ENLARGED SITE PLAN AND ANTENNA PLAN

SHEET NUMBER
Z-3



PREPARED FOR

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER

126 W. GEMINI DR. TEMPE, AZ 85283
PHONE: (480) 777-4360
FAX: (480) 777-4391

A&E CONSULTING FIRM & SITE ACQUISITION

PINNACLE CONSULTING, INC.
Construction - Project Management - Site Development
1426 N. MARVIN STREET #101
GILBERT, AZ 85233

PROJECT NO: TX10-125

DRAWN BY: M.G.

CHECKED BY: KF

REV	DATE	DESCRIPTION	BY
A	04/21/21	90% REVIEW	M.G.
0	04/29/21	FINAL ZONING	KAF
1	05/10/21	CLIENT COMMENTS	KAF

FINAL FOR ZONING ONLY

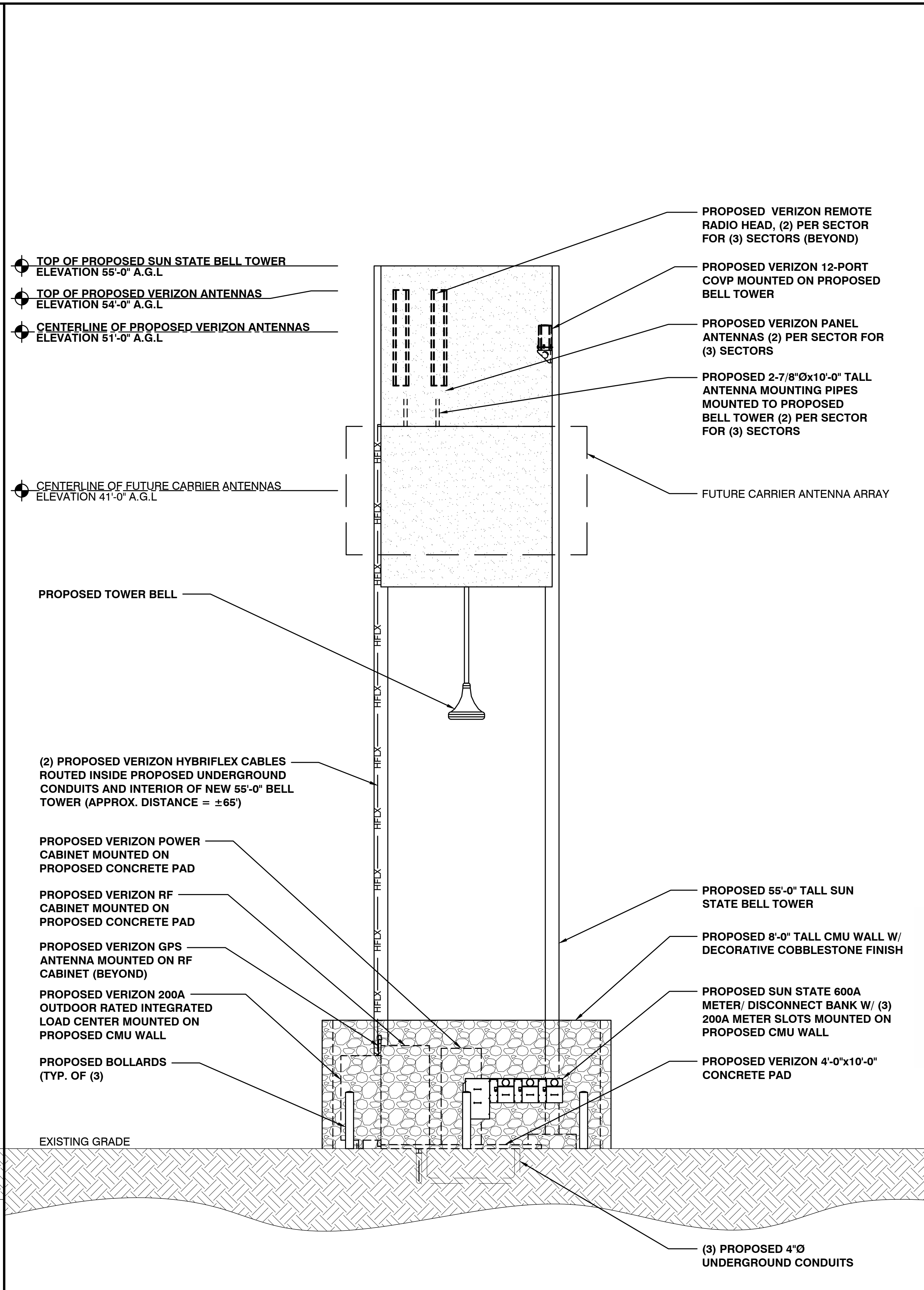
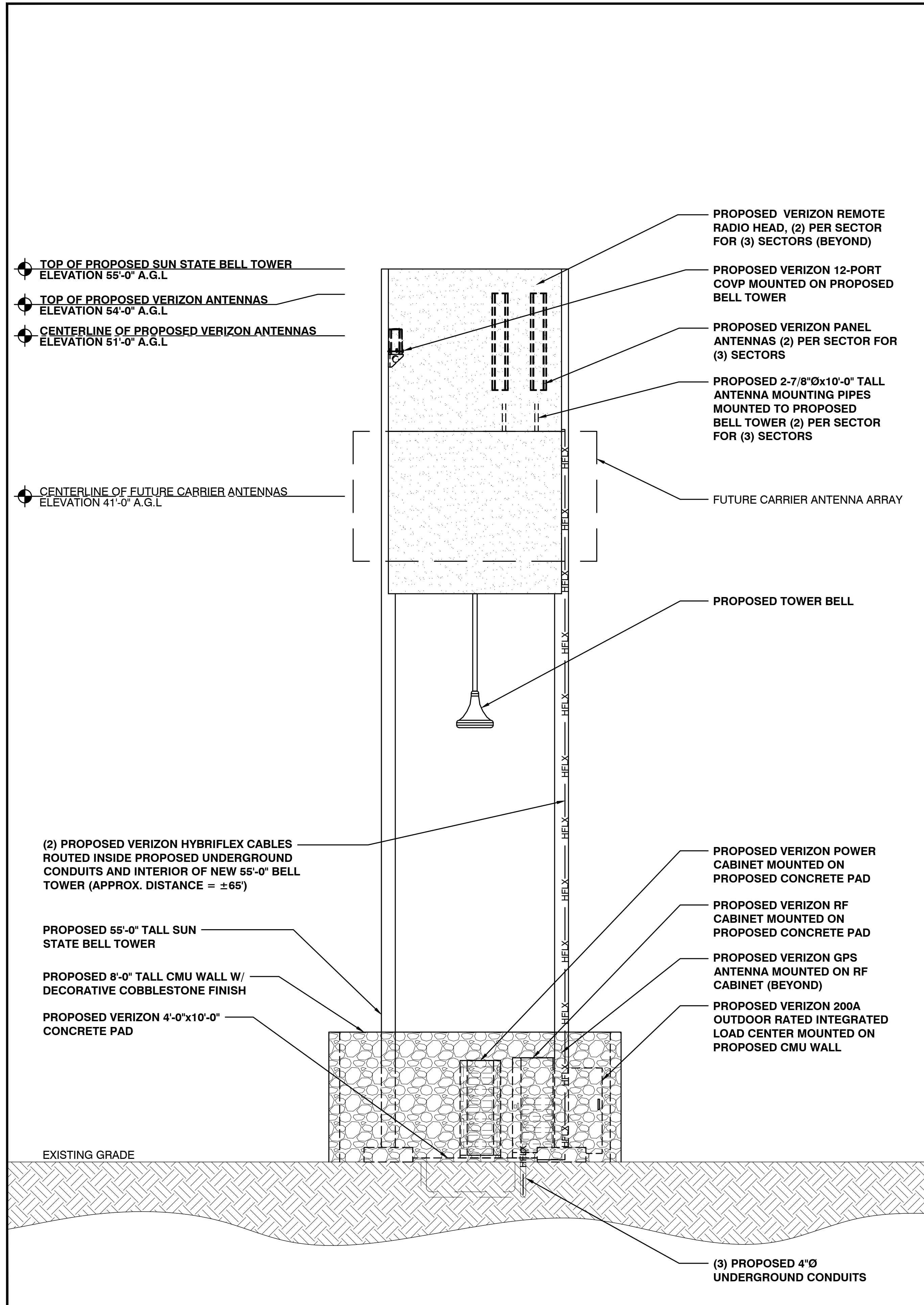
KYLE FORTIN
131088
PROFESSIONAL ENGINEER
TX FIRM: F-20826

TX10-125 GABRIEL'S CAFE / ELP SPEAKING ROCK

9100 ALAMEDA AVE
EL PASO, TX 79907
EL PASO COUNTY

SHEET TITLE
ELEVATIONS

SHEET NUMBER
Z-4



PREPARED FOR

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER

126 W. GEMINI DR. TEMPE, AZ 85283
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FINAL FOR ZONING ONLY

TX FIRM: F-20826

TX10-125 GABRIEL'S CAFE / ELP SPEAKING ROCK
9100 ALAMEDA AVE
EL PASO, TX 79907
EL PASO COUNTY

SHEET TITLE
ELEVATIONS

SHEET NUMBER
Z-5

APPEAL TO THE CITY COUNCIL

DATE: MAY 19, 2021

HONORABLE MAYOR AND CITY COUNCIL
CITY OF EL PASO, TEXAS

DEAR MAYOR AND COUNCIL:

After a public hearing held on MAY 6th, 2021, the
CITY PLAN COMMISSION denied my request for
A NEW LOW VISIBILITY PWSF TO BE LOCATED
AT 9100 ALAMEDA AVE, EL PASO, TX. 79907

legally described as:

PLEASE SEE ATTACHED LEGAL DESCRIPTION

I hereby request the City Council to review the decision of the _____
CITY PLANNING COMMISSION AND CONSIDER MY REQUEST

SET OUT ABOVE. I AM ATTACHING A LETTER SETTING FORTH MY
REASONS FOR BELIEVING THEIR DECISION TO BE IN ERROR.

VERIZON Wireless, BY LES F GUTIERREZ, A/E
APPLICANT
3. Cibola Peak, SANTA FE, NM 87508
ADDRESS
505-710-2679 LES@GUTIERREZ3569MMI
TELEPHONE NUMBER COM

Two (2) copies filed in City Clerk's Office on: _____

9100 Alameda Ave, El Paso Texas Legal Description of the Lease Area.

LEASE AREA LEGAL DESCRIPTION

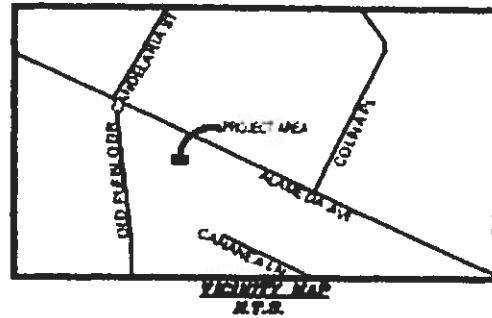
A PORTION OF TRACTS 9B, 9C AND 10A (ALSO BEING PARCEL 1 OF DOC # 20110035641 OF EL PASO COUNTY RECORDS), BLOCK #41 YSLETA GRANT CITY OF EL PASO, EL PASO COUNTY, STATE OF TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE INTERSECTION OF THE CENTERLINES OF ALAMEDA AVENUE AND SOUTH OLD PUEBLO DRIVE, THENCE ALONG THE CENTERLINE OF ALAMEDA AVENUE SOUTH 61°13'48" EAST 229.50 FEET, THENCE DEPARTING SAID CENTERLINE SOUTH 25°52'05" WEST 29.98 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ALAMEDA AVENUE, THENCE ALONG SAID SOUTH LINE SOUTH 61°13'48" EAST 20.27 FEET, THENCE DEPARTING SAID SOUTH LINE SOUTH 28°46'12" WEST 5.00 FEET, THENCE NORTH 61°13'48" WEST 5.00 FEET, THENCE SOUTH 25°52'05" WEST 47.34 FEET, THENCE SOUTH 12°36'49" WEST 18.87 FEET, THENCE SOUTH 77°23'11" EAST 10.02 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 77°23'11" EAST 38.00 FEET, THENCE SOUTH 12°36'49" WEST 18.00 FEET, THENCE NORTH 77°23'11" WEST 38.00 FEET, THENCE NORTH 12°36'49" EAST 18.00 FEET TO THE POINT OF BEGINNING.

LESSOR'S LEGAL DESCRIPTION (APN Y80189904800801)

TRACTS 8, 9-A, 9-B, 9-C, 10-A, 10-B, 10-C AND 10-C-1, BLOCK #41 YSLETA GRANT CITY OF EL PASO, EL PASO COUNTY, TEXAS.





APPEAL REQUEST CPC DECISION CASE # PZST21-00008 9100 Alameda Verizon Telecom Facility

May 19, 2021

City Council City of El Paso, via City Clerk

Dear City Council of the City of El Paso:

Verizon wireless is requesting this Appeal Request to overturn the CPC Hearing on May 6th, 2021 decision to deny Verizon Wireless a new PWSF to be located at 9100 Alameda Ave. Verizon Wireless has been working with the City of El Paso Planning Department and HLC for over one year before bringing it to the CPC.

BACKGROUND INFORMATION

In early May 2020, we submitted our original zoning application with a camouflaged Italian Cypress design for review by the City of El Paso and the Historic Landmark Commission. The Commission determined that the camouflaged tree was not acceptable due to a recent change in the City of El Paso's telecom code and asked that we submit a new design. HLC tabled the discussion and asked that we submit more designs for review.

In August of 2020, with comments from the City of El Paso, we redesigned the PWSF to comply with the City's low visibility requirements per the new code. We submitted a 4-sided structure with concealed antennas. Again, the HLC felt that the design was too big and not within the character of the Alameda Historic District.

November 16th of 2020 The Commission did vote to allow a standard light structure with flush mount antennas with a concealed equipment area with 6' block/rubble wall. Please see Certificate of Appropriateness dated 11/16/2020.

On January 27th, 2020, The City of El Paso then responded to Verizon Wireless and said that this design was not satisfactory with the low visibility section of the City of El Paso's telecom code and would approve a 3-legged Bell Tower design. On March 24, 2020 we then re-applied with the HLC to offer the new 3-legged design, with an hour of discussion with the HLC Board and City representative, Anne Guayante, the HLC agreed to this new design and issued a Certificate of Appropriateness dated 2/22/2021.



CPC Hearing May 6th, 2021.

Verizon would encourage the City Council to view the video playback of the May 6th CPC hearing and to read the Written Statement of the CPC hearing.

While we respect the hour long comments of the CPC, it is clear that Verizon complied with the Telecom Code to meet all the requirements to design, setbacks, for this new PWSF. This location was designed by Verizon RF Engineers to continue to provide both voice and data services for our mobile, commercial, and residential and 911 customers.

1. Design was reviewed and approved by HLC two times. (See Certificates of Appropriateness)
2. Planning staff reviewed our application for completeness and recommended staff approval.
3. There were no adverse comments from property owners within 500' to include the Ysleta Pueblo.
4. There were no persons at the CPC Public Hearing with any adverse comments.
5. The motion to deny by Commissioner Carlos Gallinar did not take into consideration the time and efforts of the Historic Landmark Commission two hearings with Verizon Wireless to come up with a design that met the District Standards. Commissioner Gallinar said that Verizon could build a 35' structure there by right, without CPC approval. However, because we needed the 20' additional feet for Verizon coverage and that we did not provide landscaping he would vote to deny the request, because he felt a PWSF there would not meet the character of the area.
6. The FCC rules and regulations for PWSF/Cell towers clearly spells out that a governing body must approve a request unless it does not meet the code requirements of the jurisdiction. Verizon did meet all the code requirements.

For the above reasons, we ask that this Appeal request to overturn the CPC's May 6th decision be granted and that the City Council grant Verizon's request as supported by the City of El Paso's planning staff be approved.

Sincerely,

A handwritten signature in black ink that reads "Les F. Gutierrez". The signature is written in a cursive style with a large, stylized "L" and "G".

Agent, for Verizon Wireless



**CERTIFICATE
OF
APPROPRIATENESS**
Issued by the El Paso Historic Landmark Commission

This is to certify that the El Paso Historic Landmark Commission at its regular meeting scheduled on November 16, 2020 *reviewed and approved plans submitted by:*

Property Owner: Elizabeth Jacquez
Location: 9100 Alameda Avenue
Legal Description: 48 Ysleta Tr 8 Tr 9-A Tr 9-B Tr 9-C Tr 10-A Tr 10-B Tr 10-C & Tr 10-C-1 (1.0105 Ac), City of El Paso, El Paso County, Texas

For:


Certificate of Appropriateness for construction of a cell tower with the modifications that the cell phone tower be a monopole design with flush mount to reduce its visibility; in addition, if the tower design changes due to Section 106 and NHPA process, the new design shall be brought forth to the HLC for reconsideration; in addition, the HLC recommends to contact the Ysleta del Sur tribe for their input and consideration on this project

The Commission finds that the proposed scope of work will not adversely affect the architectural or historical significance of the Ysleta Historic District, within which this site is located.

THEREFORE, appropriate building permits may be issued. All construction must conform to existing City Code requirements.



D.J. Sevigny, Chair
El Paso Historic Landmark Commission



Date



**CERTIFICATE
OF
APPROPRIATENESS
Issued by the El Paso Historic Landmark Commission**

This is to certify that the El Paso Historic Landmark Commission at its regular meeting scheduled on February 22, 2021 *reviewed and approved plans submitted by:*

Property Owner: Elizabeth Jacquez
Location: 9100 Alameda Avenue
Legal Description: 48 Ysleta Tr 8 Tr 9-A Tr 9-B Tr 9-C Tr 10-A Tr 10-B Tr 10-C & Tr 10-C-1 (1.0105 Ac), City of El Paso, El Paso County, Texas

For:

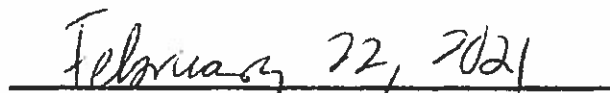
Reconsideration of an approved Certificate of Appropriateness for construction of a cell tower and approved for the design proposed to the HLC on February 22, 2021 with a tower that is dark tan in color and has a rubblestone perimeter wall around the base of the tower to match the adjacent rubblestone walls on the property and to have the panels at the top of the tower presented as a singular surface on all three sides

The Commission finds that the proposed scope of work will not adversely affect the architectural or historical significance of the Ysleta Historic District, within which this site is located.

THEREFORE, appropriate building permits may be issued. All construction must conform to existing City Code requirements.



D.J. Sevigny, Chair
El Paso Historic Landmark Commission



Date

MEMORANDUM

TO: El Paso City Council
FROM: Carlos Gallinar, City Plan Commission
DATE: May 17, 2021
RE: Special Permit PZST21-0008

On the May 6, 2021 meeting of the El Paso City Plan Commission (CPC), the commission voted to deny the special permit for the above-referenced case. As a member of the CPC, I am writing this letter to outline the reasons for denial. The applicant was seeking a special permit to allow for a new ground-mounted Personal Wireless Service Facility (PWSF) in C-1 zoning district.

The applicant could erect the PWSF by right on the C-1 district with a height limitation of 35 feet. However, the applicant was seeking to erect a PWSF at a maximum height of 55 feet. As per the staff report:

The maximum permitted height for ground-mounted PWSF structures and equipment is thirty-five (35) feet in the C-1 district. The proposed fifty-five (55) foot ground-mounted PWSF antenna support structure requires City Council approval of a Special Permit, and must demonstrate compliance with the low-visibility facility design standards and provide space for future collocation, as stated in El Paso City Code 20.10.455.F.1.B.

As the body charged with making recommendations to El Paso City Council regarding zoning and planning, we consider several factors when determining whether to approve or deny applications for cases of rezoning, submissions of subdivision plans, and in this case, for a special permit. While we weigh the recommendations of the El Paso Planning and Inspections Department heavily in our decisions, there are often several other factors which influence how we decide each case. In this case, Planning and Inspection staff recommended approval of Special Permit PZST21-0008. The City Plan Commission voted to deny. Six commissioners voted to deny the special permit with two voting to approve.

The CPC denied the application because of the following reasons:

1. The aesthetic of the proposed tower is not in character with the surrounding neighborhood.
2. The CPC felt that the tower as proposed at 55 feet would have been too tall in context with other buildings, especially the Ysleta Mission. The property where the proposed tower would be erected is directly across the street from the mission's entrance. The CPC felt that a height of 35 feet as allowed by code—and without the special permit—would suffice as an appropriate height for the PWSF in that area.



Chris Cummings, Chairman.
El Paso City Plan Commission

9100 Alameda Avenue

City Plan Commission — May 6, 2021 **(REVISED)**



CASE NUMBER:	PZST21-00008
CASE MANAGER:	Andrew Salloum, (915)212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER:	Elizabeth Jaquez
APPLICANT:	Verizon Wireless
REPRESENTATIVE:	Les F. Gutierrez
LOCATION:	9100 Alameda Avenue (District 6)
PROPERTY AREA:	0.02-acre
EXISTING ZONING:	C-1/H (Commercial/Historic)
REQUEST:	Special Permit to allow for a new ground-mounted Personal Wireless Service Facility (PWSF) in C-1 zone district
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None as of April 30, 2021

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) with increase height in the C-1 (Commercial) 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 C-1 (Commercial) 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.

PZST21-00008



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to show accurate conditions. 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.

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 C-1 (Commercial) zone district, as required by El Paso City Code Section 20.10.455, and an increase in the maximum height.

The site plan shows a 684 sq. ft. lease area for a fifty-five (55) foot high structure with antennas and service equipment enclosure. The antennas and support structure will be camouflaged to resemble a bell tower, in accordance with the low-visibility facility design criteria in El Paso City Code Section 20.10.455.F(1.9). Additionally, an eighteen (18) foot by thirty-eight (38) foot equipment enclosure is proposed, with the equipment being screened by a six (6) foot concrete masonry unit wall with decorative rubblestone finish at the edge of the property adjacent to a service driveway.

The maximum permitted height for ground-mounted PWSF structures and equipment is thirty-five (35) feet in the C-1 district. The proposed fifty-five (55) foot ground-mounted PWSF antenna support structure requires City Council approval of a Special Permit, and must demonstrate compliance with the low-visibility facility design standards and provide space for future collocation, as stated in El Paso City Code 20.10.455.F.1.8. The detailed site development plan demonstrates compliance with these requirements.

There are no other PWSF facilities within one-half mile of the subject property. The applicant has requested a landscape buyout as permitted by the landscaping ordinance for unmanned facilities. A maintenance access easement off a private driveway within the subject property is proposed from Alameda Avenue.

PREVIOUS CASE HISTORY: On February 22, 2021, the Historic Landmark Commission (HLC) reviewed and approved a certificate of appropriateness for the construction of a new ground-mounted personal wireless service facility with a tower that is dark tan in color and has a rubblestone perimeter wall around the base of the tower to match the adjacent rubblestone walls on the property. This is the design shown on the detailed site development plan, which can be found in Attachment 1 to this staff report.

COMPLIANCE WITH PERSONAL WIRELESS SERVICE FACILITY REQUIREMENTS (20.10.455)	
Criteria	Does the Request Comply?
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 C-1 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 PWSF is a proposed fifty-five (55) foot tall bell tower with wireless antennas inside.

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.	
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	A six (6) foot high concrete mixed unit with decorative rubblestone finish is proposed.
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 is proposed from a private driveway within the subject property from Alameda Avenue.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)	
Criteria	Does the Request Comply?
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 C-1 District is thirty-five (35) feet. El Paso City Code Section 20.10.455.1.8 allows the applicant to request a special permit for a tower of up to sixty (60) feet in height so long as the Low Visibility Design Standards are met and space for future colocation is provided. The proposed tower height is fifty-five (55) feet and 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-3 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 Alameda Avenue, the improved major arterial.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes, the proposed design of the development is compatible with the existing building on the site. Proposed construction will need to comply with building permit and construction requirements.
5. The design of the proposed development mitigates substantial environmental problems.	Yes, the subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes, the 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 commercial uses 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.

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><u>G-3 Post-war</u> This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property, and the proposed development for it, meet the intent of the G-3, Post-war Future Land Use Map designation.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p><u>C-1 (Commercial)</u> The purpose of this district is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.</p>	<p>Yes. PWSF is permitted in the C-1 District with special permit approval for the proposed fifty-five (55) foot height.</p>
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>Yes, the property is located within a historic district.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>No adverse effects anticipated. The uses and development configurations are already existing and are similar to other properties in the surrounding areas.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is stable and the proposed development is compatible with the existing single-family zoning and uses and school of the surrounding properties.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>The proposed development is within an older, stable area of the city comprised of commercial properties previously rezoned from R-F throughout the years.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from Alameda Avenue, which is designated a major arterial on the City's Major Thoroughfare Plan. 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 from the reviewing departments. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the boundaries of the Mission Valley Neighborhood Association and Corridor 20 Civic Association were notified prior to submittal of the Special Permit Application. Public notices were mailed to property owners within 500 feet on April 23, 2021. As of April 30, 2021, the Planning Division did not receive any communication support or opposition to the special permit request.

RELATED APPLICATIONS: N/A.

CITY PLAN COMMISSION OPTIONS:

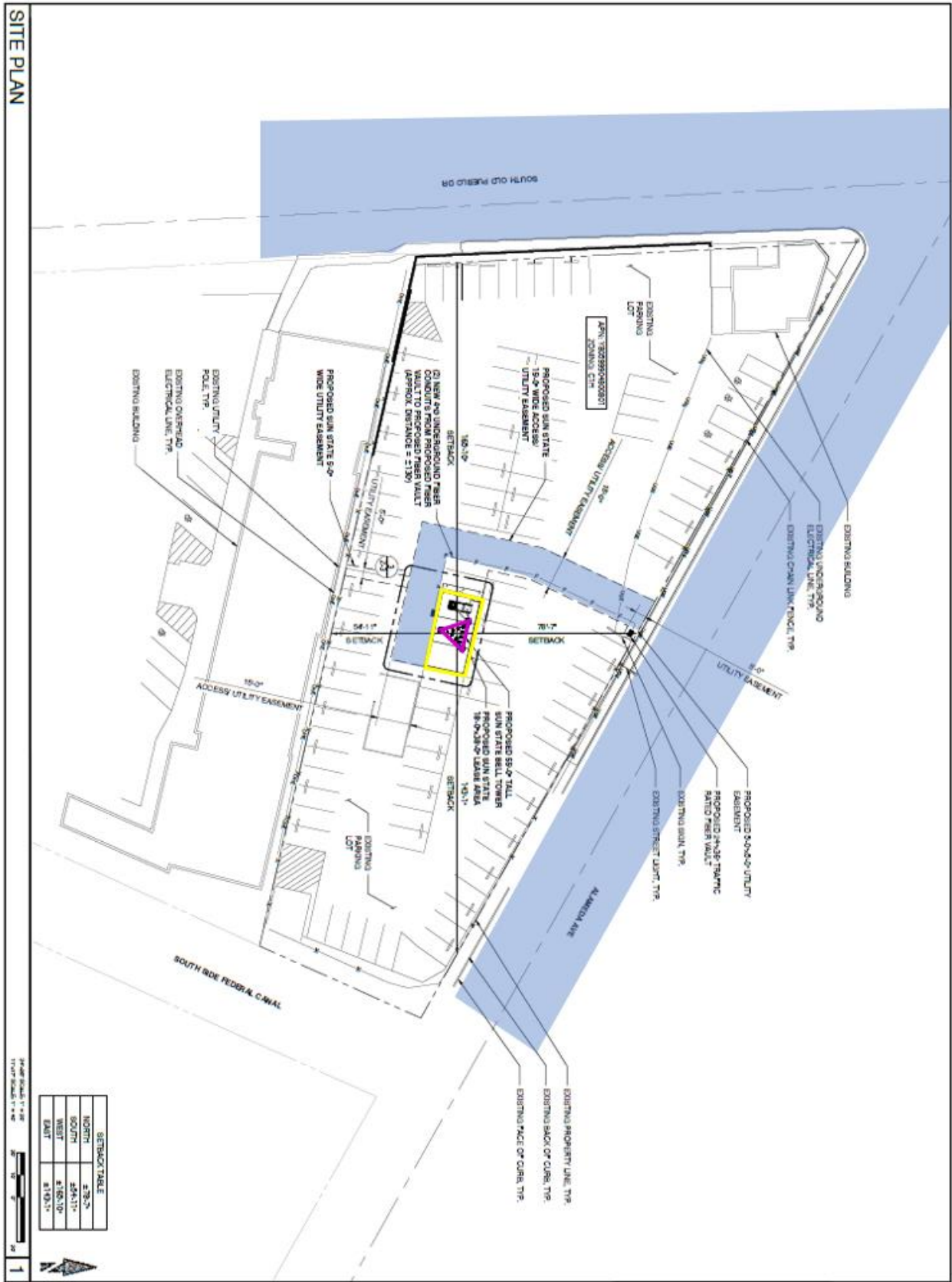
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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

ATTACHMENTS:

1. Detailed Site Plan
2. Simulation Photos
3. Project Propose Statement
4. Landscape Buyout Request
5. Historic Landmark Commission (HLC) Certificate of Appropriateness
6. Future Land Use Map
7. Department Comments
8. Neighborhood Notification Boundary Map

ATTACHMENT 1

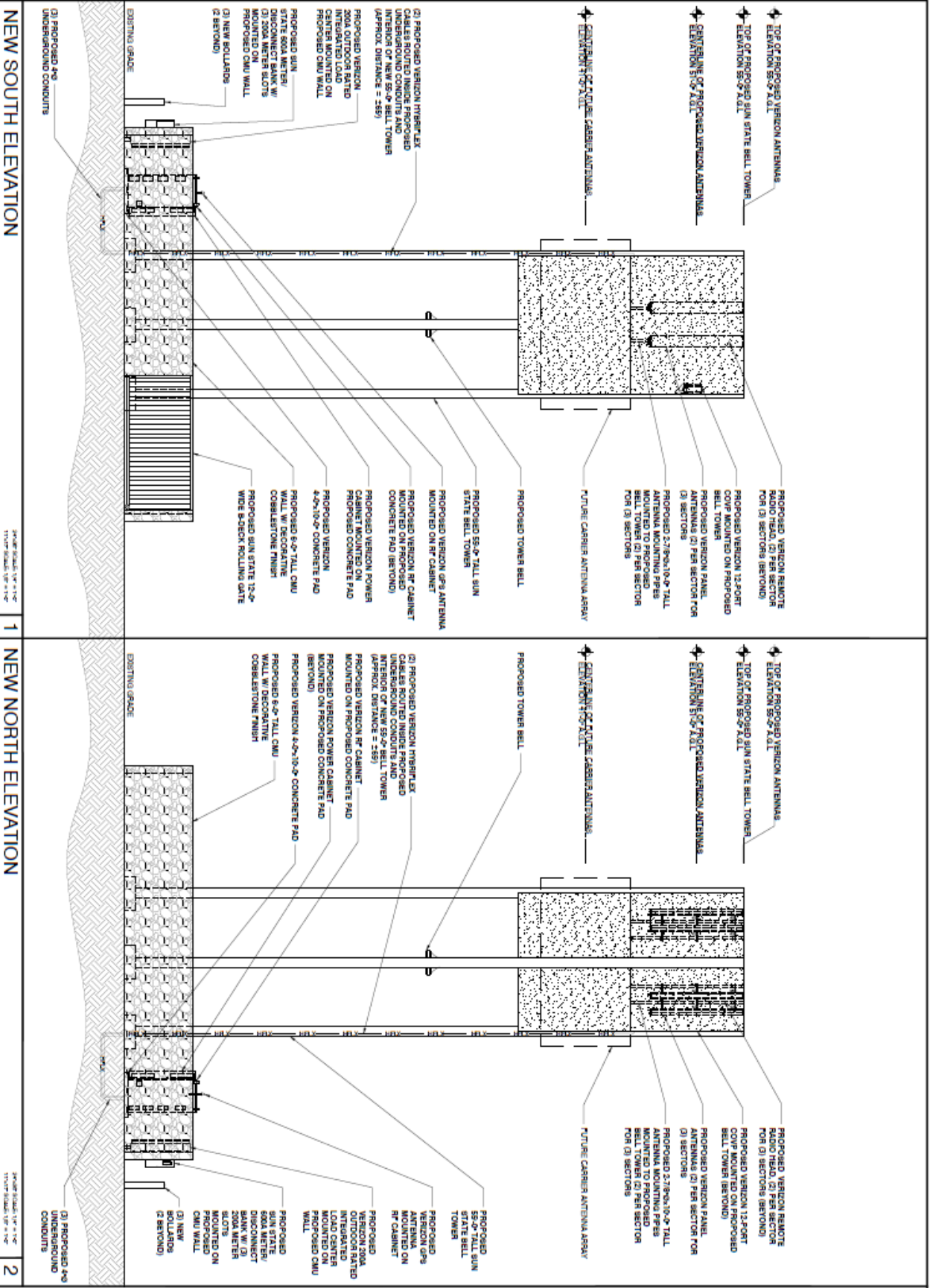


SITE PLAN

PROPOSED SCALE: 1" = 40'
 EXISTING SCALE: 1" = 40'

SETBACK TABLE	
NORTH	279'-3"
SOUTH	254'-11"
WEST	816'-0"
EAST	819'-11"

1" = 40'

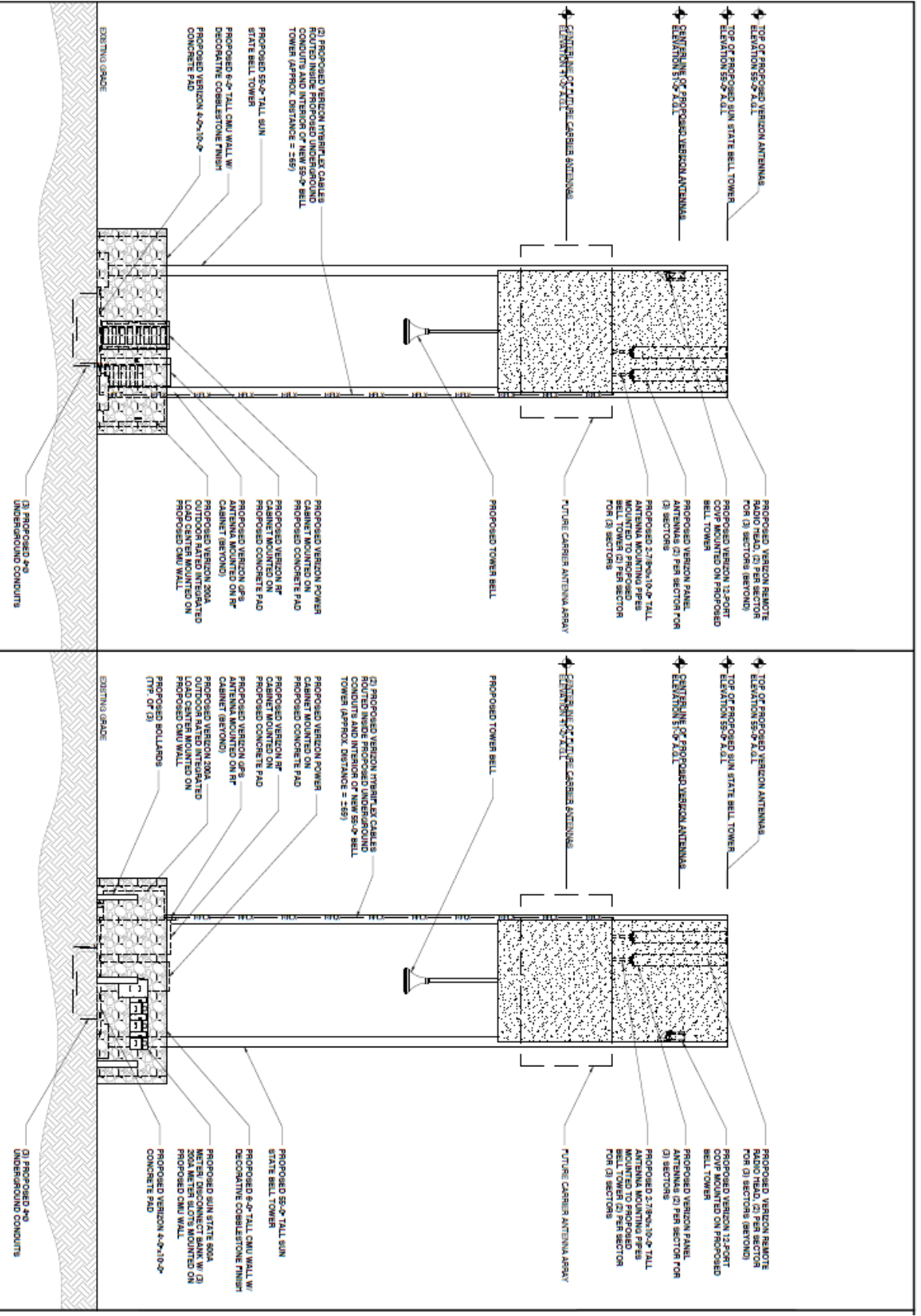


NEW EAST ELEVATION

1

NEW WEST ELEVATION

2



ATTACHMENT 2

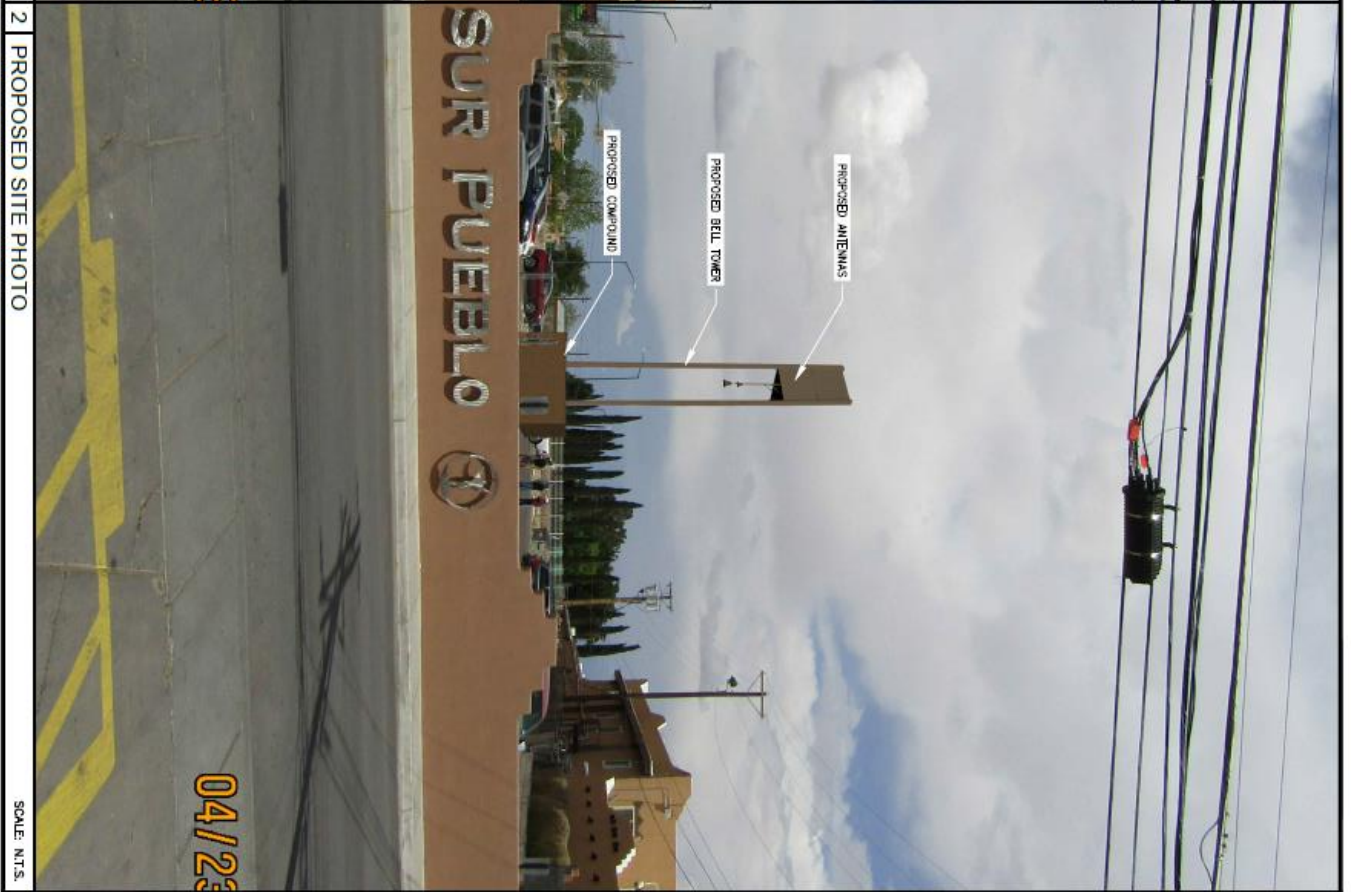






1 EXISTING SITE PHOTO

SCALE: N.T.S.



2 PROPOSED SITE PHOTO

SCALE: N.T.S.

1 EXISTING SITE PHOTO



SCALE: N.T.S.

2 PROPOSED SITE PHOTO



SCALE: N.T.S.

ATTACHMENT 3



April 13, 2021

Mr. Andrew Salloum, Senior Planner Zoning
Planning and Inspections Department
City of El Paso
801 Texas Ave.
El Paso, Texas 79901

Subject: **9100 Alameda Drive (ELP SPEAKING ROCK) VZW Concealed Stealth Structure
PROJECT DESCRIPTION STATEMENT & PROJECT PURPOSE STATEMENT.**

Verizon Wireless will be constructing a new 55' Concealed Stealth structure in accordance with the City of El Paso's updated telecom ordinance on a C-1 Property. VZW will be installing 6 new antennas at the 51' level that will be concealed by the stealth panels approved by the Historic Landmark Commission. We also be placing hybrid fiber cable, electronics and equipment cabinets concealed by a 6' wall.

The Purpose of this project is to improve badly needed data and voice services to the nearby residential neighborhoods and vehicular traffic.

Sincerely,

Les F. Gutierrez

Les F. Gutierrez, Senior Site Acquisition Manager
Southwest Telecom Partners, Inc, as agent for Verizon Wireless
LesGutierrez35@Gmail.com
505-710-2079

ATTACHMENT 4



April 13, 2021

Mr. Andrew Salloum, Senior Planner Zoning
Planning and Inspections Department
City of El Paso
801 Texas Ave.
El Paso, Texas 79901

Subject: **9100 Alameda Drive (ELP SPEAKING ROCK) VZW Concealed Stealth Structure
Landscaping Buyout**

Pursuant to Chapter 18.46.140.B.1.a of the El Paso Municipal Code, Verizon Wireless shall pay the \$5,000 in lieu of installing the required (1) unit of landscaping and irrigation for the proposed unmanned Personal Wireless Facility for this location. Verizon understands that the said payment of the \$5,000 must be submitted prior to the issuance of the building permit for this project.

Sincerely,

Les F. Gutierrez

Les F. Gutierrez, Senior Site Acquisition Manager
Southwest Telecom Partners, Inc, as agent for Verizon Wireless
LesGutierrez35@Gmail.com
505-710-2079

ATTACHMENT 5



CERTIFICATE OF APPROPRIATENESS

Issued by the El Paso Historic Landmark Commission

This is to certify that the El Paso Historic Landmark Commission at its regular meeting scheduled on February 22, 2021 *reviewed and approved plans submitted by:*

Property Owner: Elizabeth Jacquez
Location: 9100 Alameda Avenue
Legal Description: 48 Ysleta Tr 8 Tr 9-A Tr 9-B Tr 9-C Tr 10-A Tr 10-B Tr 10-C & Tr 10-C-1 (1.0105 Ac), City of El Paso, El Paso County, Texas

For:


Reconsideration of an approved Certificate of Appropriateness for construction of a cell tower and approved for the design proposed to the HLC on February 22, 2021 with a tower that is dark tan in color and has a rubblestone perimeter wall around the base of the tower to match the adjacent rubblestone walls on the property and to have the panels at the top of the tower presented as a singular surface on all three sides

The Commission finds that the proposed scope of work will not adversely affect the architectural or historical significance of the Ysleta Historic District, within which this site is located.

THEREFORE, appropriate building permits may be issued. All construction must conform to existing City Code requirements.



D.J. Sevigny, Chair
El Paso Historic Landmark Commission



Date

ATTACHMENT 6

PZST21-00008



ATTACHMENT 7

Planning and Inspections Department – Planning Division

No objections to the special permit request.

Planning and Inspections Department – Plan Review

No objections to the special permit and detailed site development plan.

Note: At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS, and Municipal Code

Planning and Inspections Department – Landscaping Division

No objections to the special permit and detailed site development plan.

Planning and Inspections Department – Land Development

No objections.

Note: Label power panel total amperage on cover sheet T-1 general project description, scope of work, will be addressed at the permitting stage.

Street and Maintenance Department

No objections.

Note: All driveway and sidewalk improvements shall be constructed in current compliance with all applicable City of El Paso Municipal Codes / Ordinances

Texas Department of Transportation (TxDOT)

No comments received.

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 - SW has reviewed the case distribution described above and has no objections to the proposal.

El Paso County Water Improvement District #1

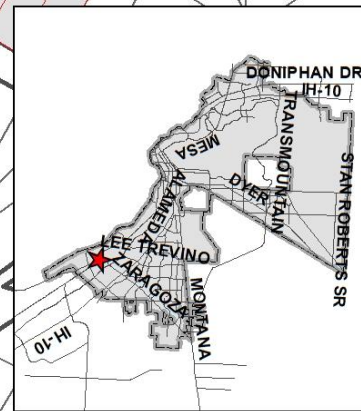
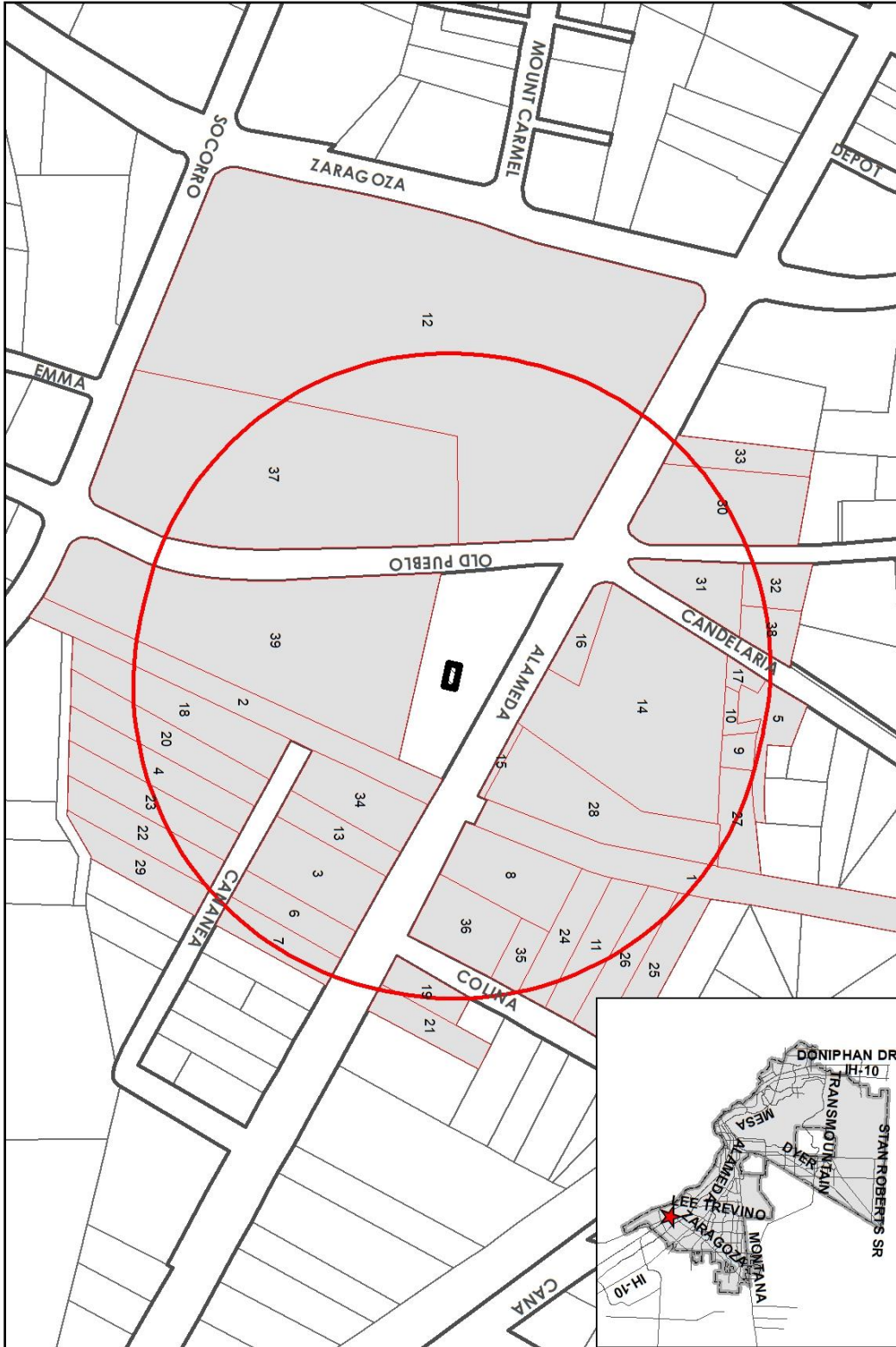
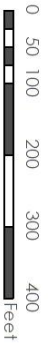
No comments or objections to the special permit request.

ATTACHMENT 8

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. Engagements of this map to scales greater than its origin can induce errors and may lead to conclusions that differ from the original data. The Planning & Community Development Planning Division makes no claim to its accuracy or completeness.



Subject Property
Parcels within 500 feet



PZST21-00008



ITEM 43

9100 Alameda Avenue Special Permit

PZST21-00008

Strategic Goal 3.

Promote the Visual Image of
El Paso



PZST21-00008



Aerial

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.



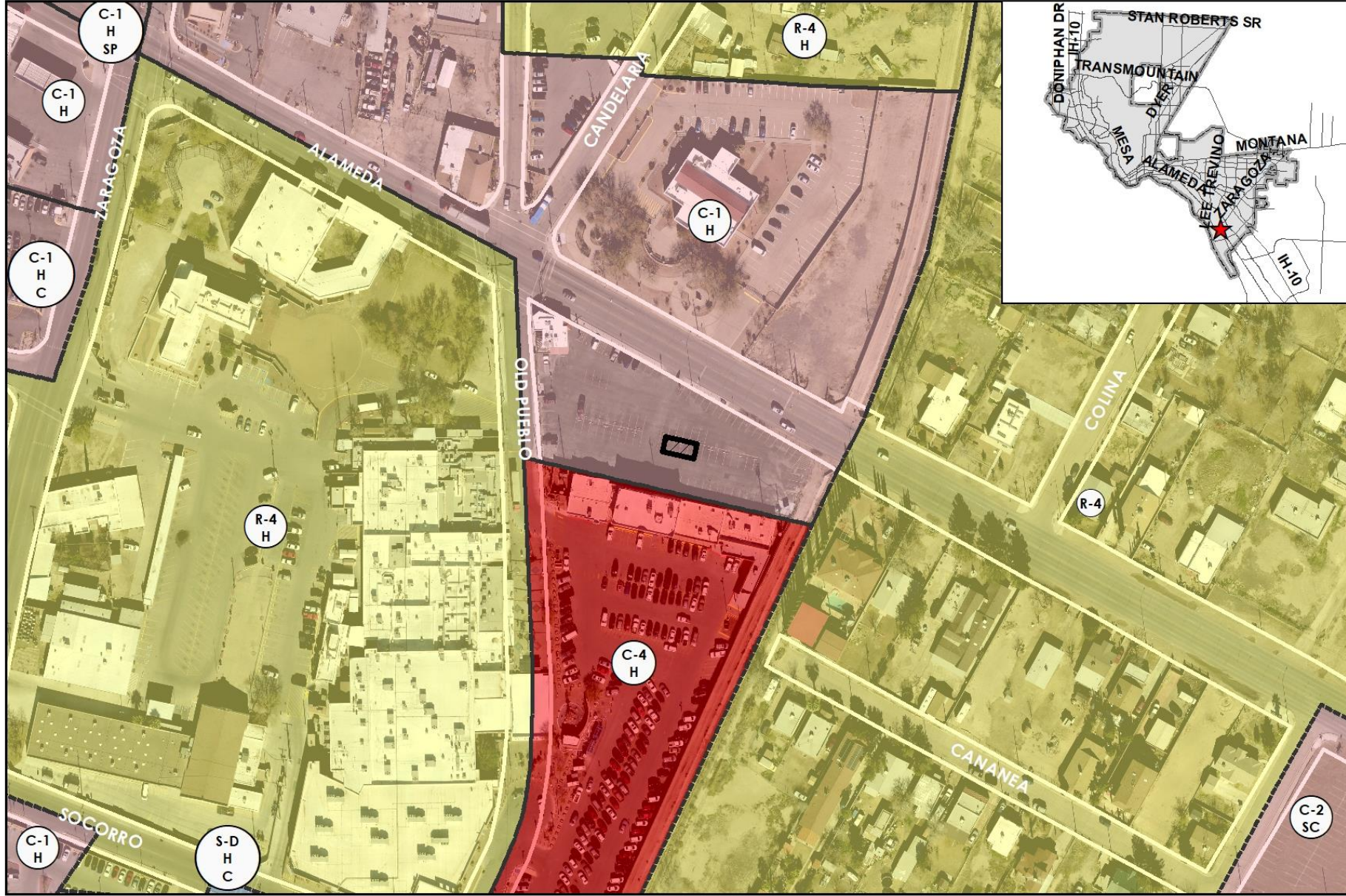
 Subject Property



PZST21-00008



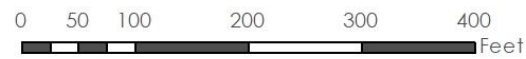
Existing Zoning



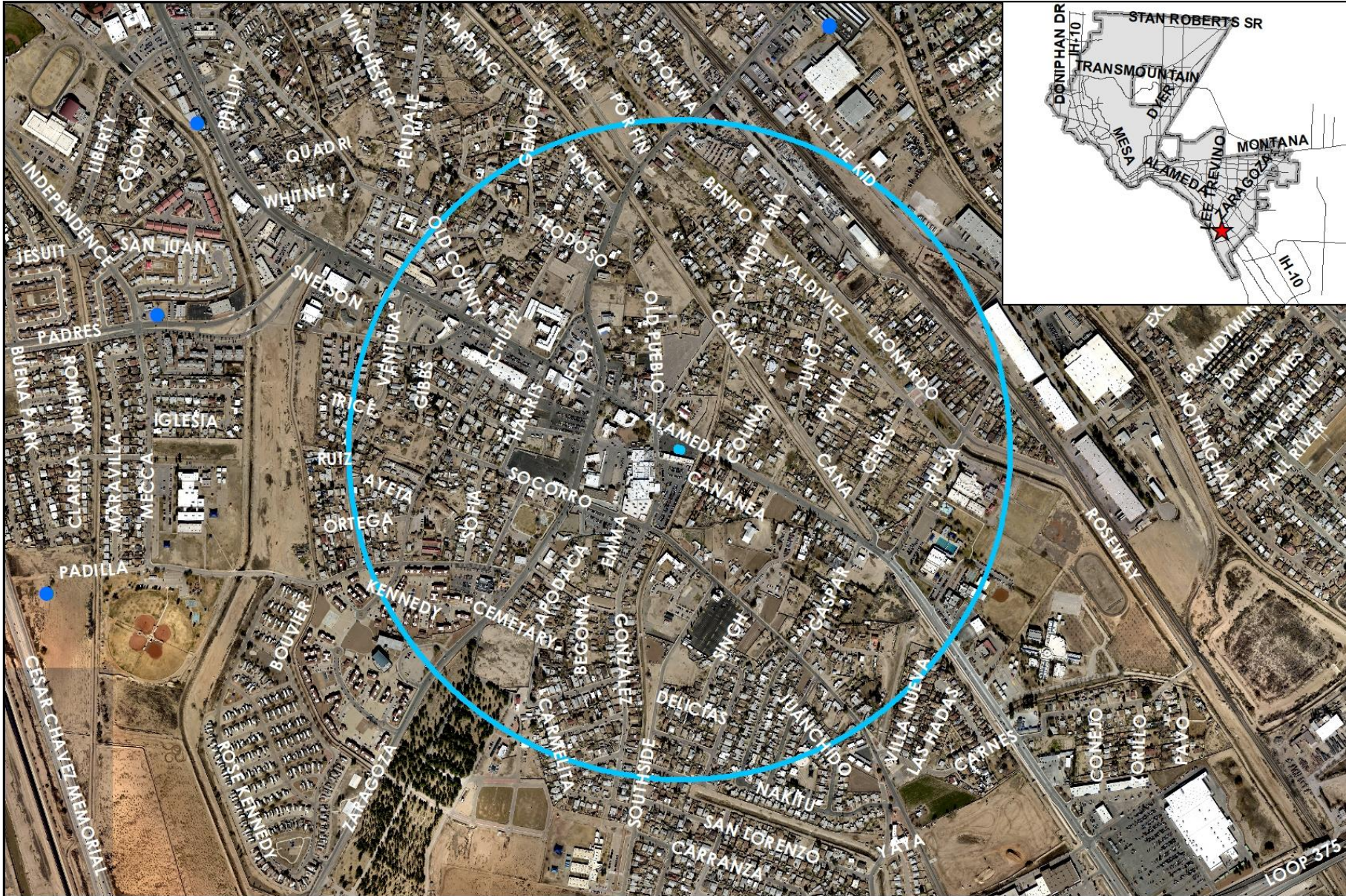
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The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



 Subject Property




PZST21-00008



1/2 Mile Buffer

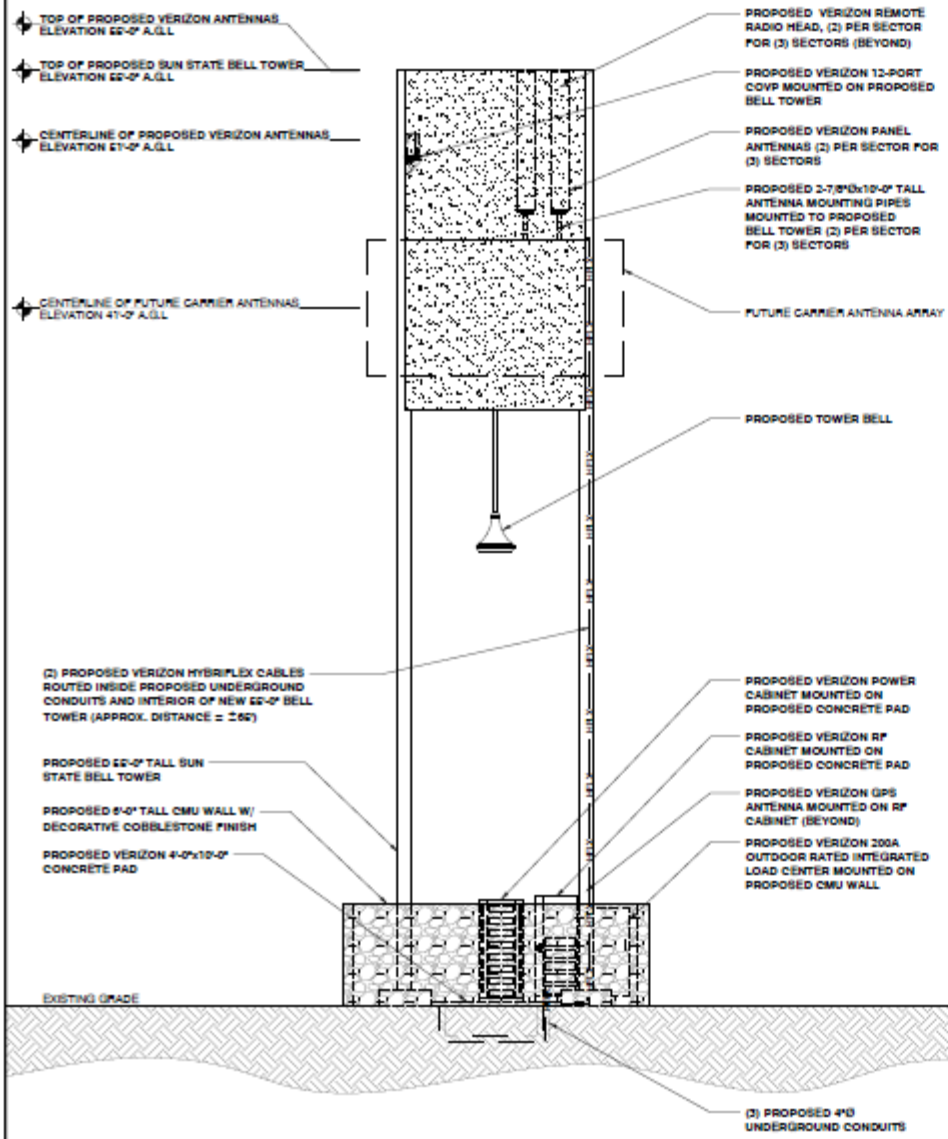
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The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



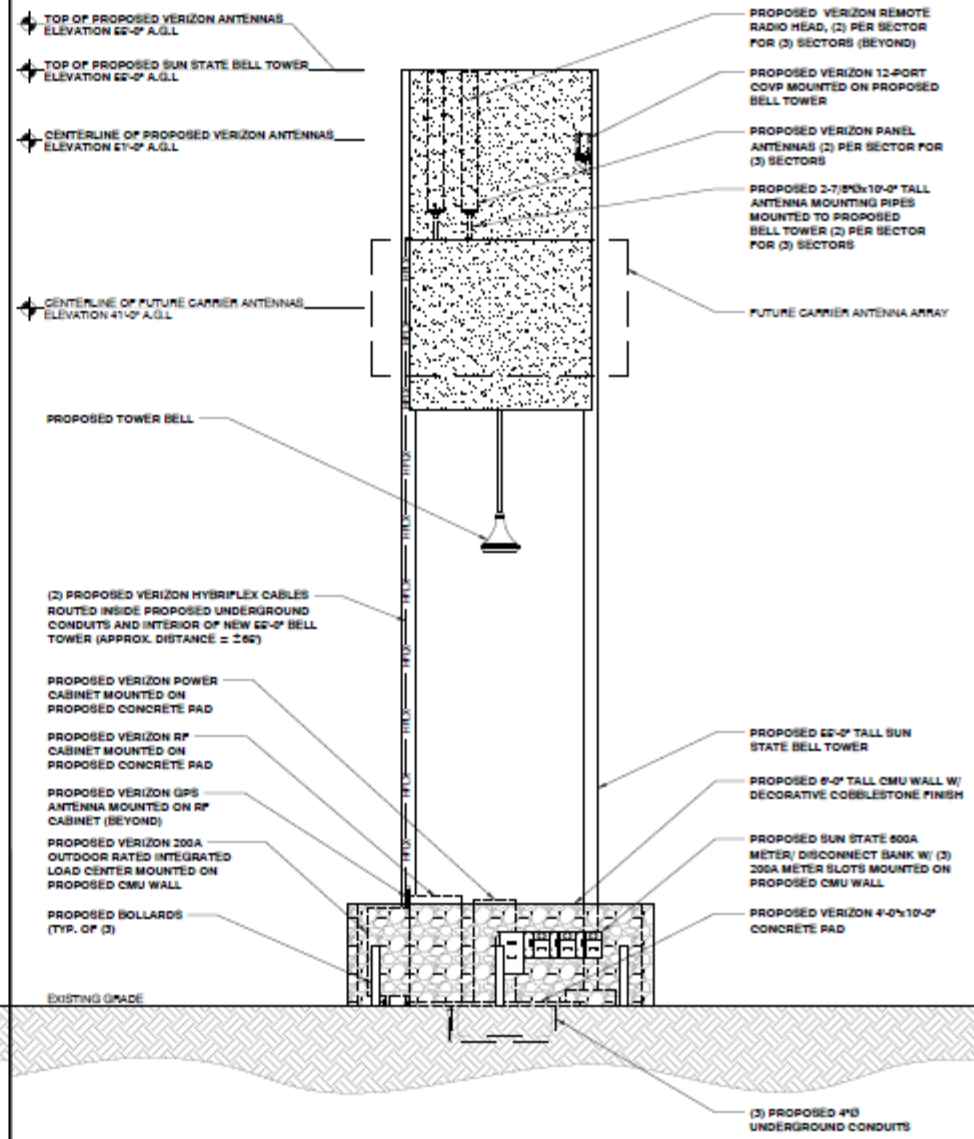
-  1/2 Mile Buffer
-  Subject Property



Elevations

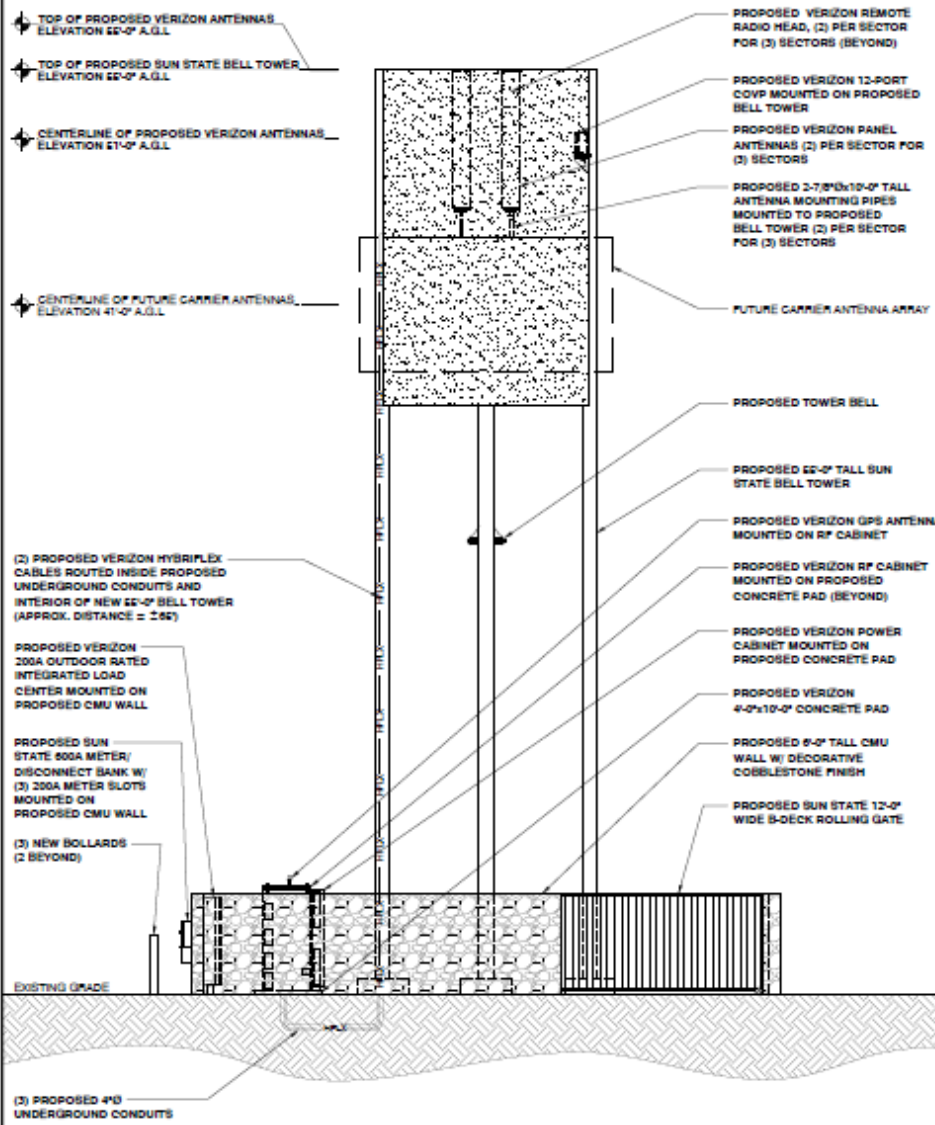


NEW EAST ELEVATION 24"ØF SCALE: 1/4" = 1'-0" 11"ØF SCALE: 1/8" = 1'-0" 1



NEW WEST ELEVATION 24"ØF SCALE: 1/4" = 1'-0" 11"ØF SCALE: 1/8" = 1'-0" 2

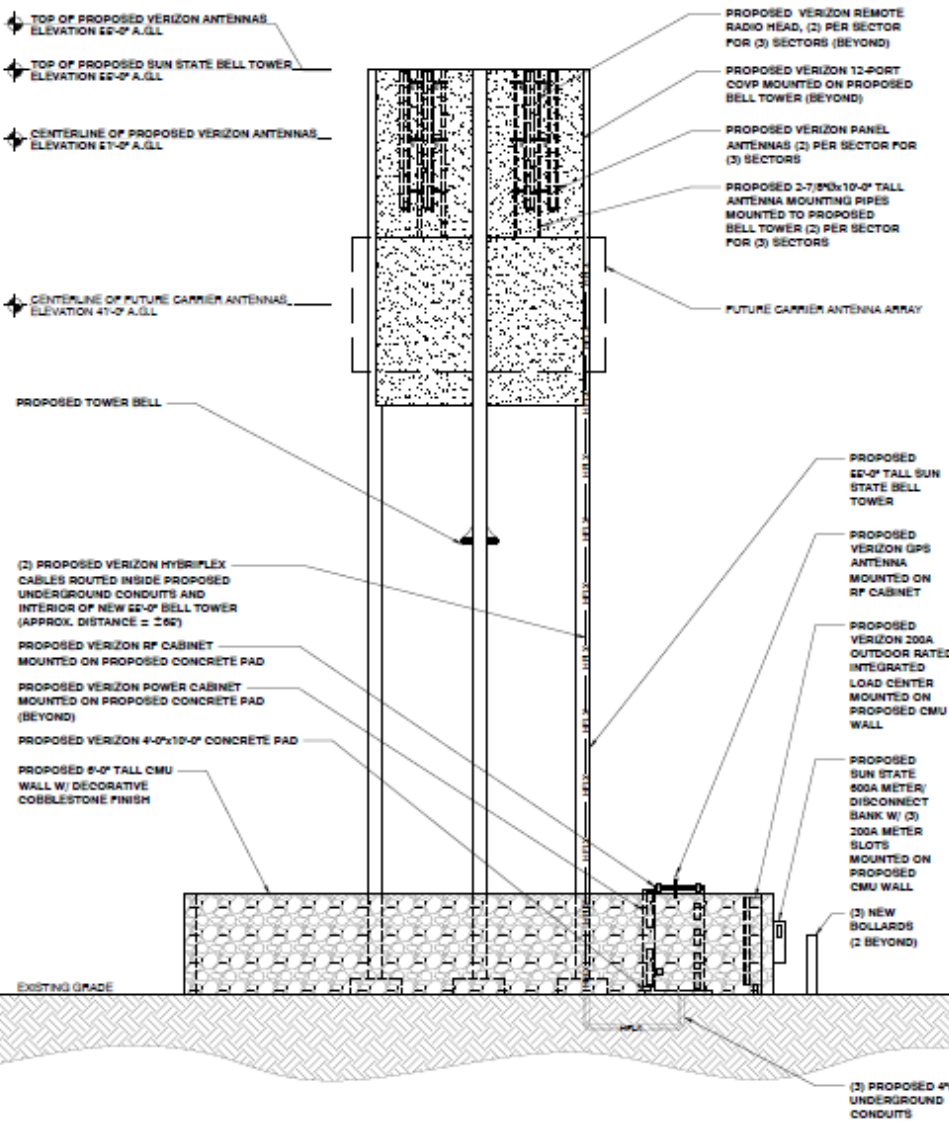
Elevations



NEW SOUTH ELEVATION

3/8" = 1'-0" SCALE
1/4" = 1'-0" SCALE

1



NEW NORTH ELEVATION

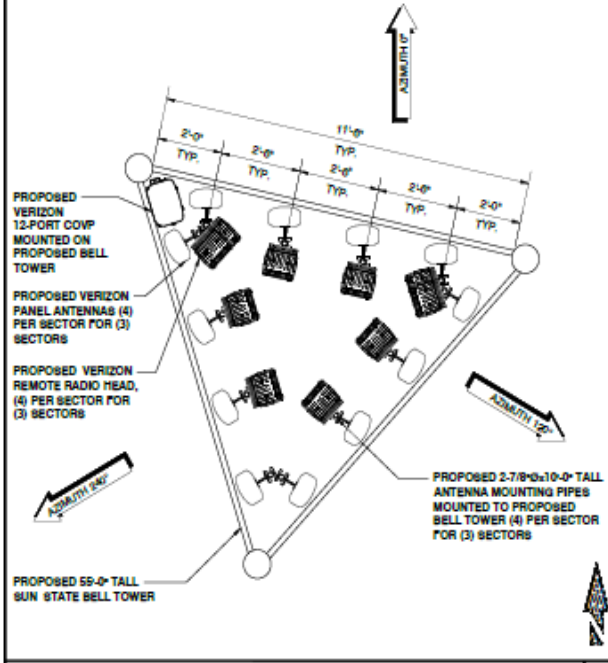
3/8" = 1'-0" SCALE
1/4" = 1'-0" SCALE

2

Detailed Site Plan

NEW COAXIAL CABLE TABLE					
SECTOR	AZMUTH	LENGTH	QTY.	SIZE	TYPE
ALPHA	0°	±60'	2	1 1/4"	HYBRIFLEX CABLE
BETA	120°				
GAMMA	240°				

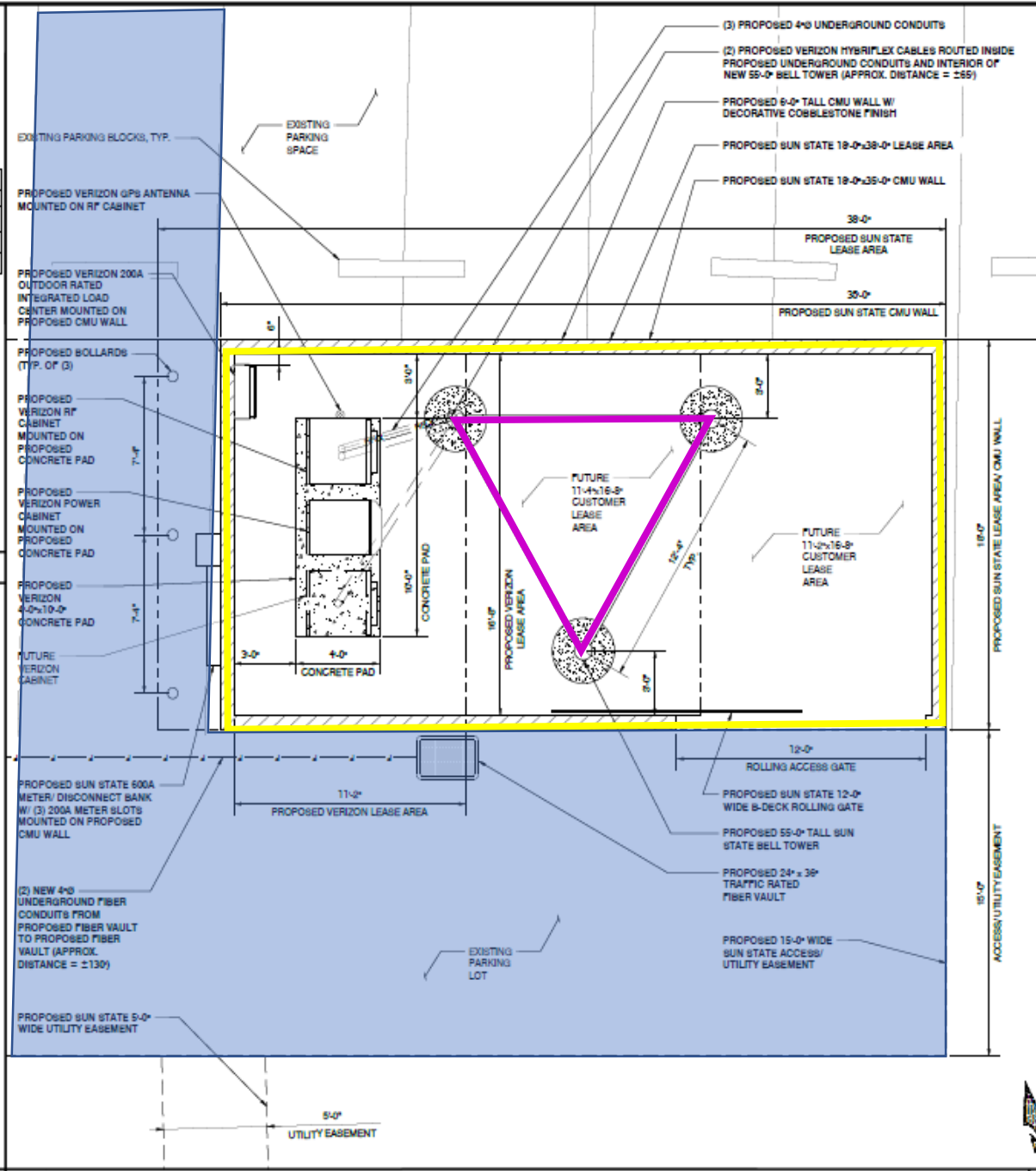
CABLING DETAIL



ANTENNA PLAN

3/4" = 1' SCALE 1/8" = 1'-0"
1 1/4" = 1' SCALE 1/8" = 1'-0"

2 ENLARGED SITE PLAN



2 ENLARGED SITE PLAN

3/4" = 1' SCALE 1/8" = 1'-0"
1 1/4" = 1' SCALE 1/8" = 1'-0"

3

PZST21-00008



Aerial with Site Plan

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.



Photo Simulation



1 | EXISTING SITE PHOTO

SCALE: N.T.S.



2 | PROPOSED SITE PHOTO

SCALE: N.T.S.

Photo Simulation



1 EXISTING SITE PHOTO

SCALE: N.T.S.

2 PROPOSED SITE PHOTO

SCALE: N.T.S.

Photo Simulation



1 EXISTING SITE PHOTO SCALE: N.T.S.



2 PROPOSED SITE PHOTO SCALE: N.T.S.

Photo Simulation



1 EXISTING SITE PHOTO

SCALE: N.T.S.

2 PROPOSED SITE PHOTO

SCALE: N.T.S.

Subject Property



Surrounding Development



W



N



E

S

Public Input

- Public notices were mailed to property owners within 500 feet on April 23, 2021.
- The Planning Division received a letter via email in support of the special permit request.





Recommendation

- On February 22, 2021, the Historic Landmark Commission (HLC) reviewed and approved a certificate of appropriateness for the construction of a new ground-mounted PWSF.
- Staff recommend 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
- On May 6, 2021, CPC recommended 6-2 to deny the proposed special permit.



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 #: 21-712, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 6

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

Planning and Inspections, Raul Garcia, (915) 212-1643

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Tract 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

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

AGENDA DATE: July 7, 2021
PUBLIC HEARING DATE: August 3, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Raul Garcia, (915) 212-1643

DISTRICT(S) AFFECTED: District 6

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 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 (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

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from A-2/sc (Apartment/special contract) to C-4/sc/c (Commercial/special contract/conditions) to allow for general warehouse and industrial development. City Plan Commission recommended 8-0 to approve the proposed rezoning with imposing conditions on June 3, 2021. As of June 25, 2021, the Planning Division received a letter in support of the rezoning request. Two presidents of Mission Valley Civic Association and Corridor 20 Civic Association spoke in favor of the request via the virtual CPC 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? YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: _____

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF 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.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Tract 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, located in the City of El Paso, El Paso County, Texas, more particularly described by the metes and bounds attached as **Exhibit "A"**, be changed from **A-2/sc (Apartments/special contract)** to **C-4/sc (Commercial/special contract)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso, attached hereto as **Exhibit "B"**, be revised accordingly; and

That the following Conditions are imposed:

1. That a twenty foot (20') landscaped buffer be installed with high-profile native or naturalized trees of at least two-inch (2") caliper, ten feet (10') in height, and shall be placed at fifteen feet (15') on center along the southwesterly property line adjacent to the Mesa Drain. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy for any buildings or development located within 1000 feet of the southwesterly property line.
2. That a twenty foot (20') landscaped buffer be installed with high-profile native or naturalized trees of at least two-inch (2") caliper, ten feet (10') in height, and shall be placed at fifteen feet (15') on center along the property lines adjacent to the existing nursing home facility. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.

3. That an six foot (6') masonry wall along the southwesterly property line adjacent to the Mesa Drain be installed prior to certificates of occupancy for any buildings or development located within 1000 feet of the southwesterly property line.
4. Prior to the issuance of building permits a detailed site development plan shall be submitted and approved as per the El Paso City Code.
5. That prior to the issuance of certificates of occupancy, a 4-way stop be installed at the intersection of the southwesterly most access way and Camino Del Rey.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2021.

THE CITY OF EL PASO

ATTEST:

Oscar Leeser, Mayor

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Russell T. Abeln
Assistant City Attorney



Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT A

LEGAL DESCRIPTION

229.7950 ACRE ZONING AREA

BEING a 229.7950 acre (10,009,868 square foot) 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; said tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found at the intersection of the east right-of-way line of Americas Avenue (Loop 375) (a 370-foot Wide right-of-way) and the north line of Mesa Drain recorded in Volume 317, Page 477 of said Official Public Records; said point also being the west corner of that tract of land described in Warranty Deed to Ben L. Ivey, Ltd, recorded in Instrument No. 20120046828 of said Official Public Records;

THENCE South 37°12'57" East, departing the said east line of Americas Avenue and along the north line of Mesa Drain, a distance of 379.60 feet to the **POINT OF BEGINNING**; from said point a brass disk stamped "CoEP" found bears South 16°48'26" West, a distance of 535.26 feet;

THENCE North 41°14'16" East, departing the said north line of Mesa Drain, a distance of 2990.68 feet to a point for corner:

THENCE South 48°46'05" East, a distance of 542.74 feet to a 1/2-inch iron rod found for corner;

THENCE North 69°31'53" East, a distance of 35.50 feet to a point for corner;

THENCE South 39°10'54" East, a distance of 2425.70 feet to a point for corner;

THENCE South 20°12'12" East, a distance of 10.24 feet to a point for corner;

THENCE South 42°39'53" East, a distance of 283.70 feet to a point for corner;

THENCE South 78°39'25" East, a distance of 64.10 feet to a point for corner;

THENCE South 40°48'35" West, a distance of 1006.06 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 36°29'50" a radius of 1255.01 feet, a chord bearing and distance of North 51°58'51" West, 785.99 feet;

ZONING EXHIBIT
229.7950 ACRE TRACT
YSLETA TOWN TRACT SURVEY,
ABSTRACT NO. 214
CITY OF EL PASO
EL PASO COUNTY, TEXAS

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			P. r. c. No.
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			1 OF 5

THENCE in a northwesterly direction, with said curve to the right, an arc distance of 799.44 feet to a point for corner;

THENCE North $33^{\circ}43'56''$ West, a distance of 1190.01 feet to a point for corner;

THENCE South $56^{\circ}16'04''$ West, a distance of 1200.0 feet to a point for corner;

THENCE South $33^{\circ}43'56''$ East, a distance of 1190.01 feet to a point at the beginning of a tangent curve to the left having a central angle of $34^{\circ}35'09''$, a radius of 13750.1 feet, a chord bearing and distance of South $51^{\circ}01'30''$ East, 817.46 feet;

THENCE in a southeasterly direction, with said curve to the left, an arc distance of 830.01 feet to a point for corner;

THENCE South $40^{\circ}48'35''$ West, a distance of 2195.17 feet to a point for corner in the said north line of Mesa Drain;

THENCE North $36^{\circ}35'12''$ West, along the said north line of Mesa Drain, a distance of 3050.18 feet to a point for corner in the east right-of-way line of Camino Del Rey Drive (a 56-foot wide right-of-way);

THENCE along the said east line of Camino Del Rey Drive, the following four (4) calls:

North $52^{\circ}10'59''$ East, a distance of 95.11 feet to a point for corner;

North $53^{\circ}19'44''$ East, a distance of 143.35 feet to a point at the beginning of a tangent curve to the left having a central angle of $12^{\circ}06'10''$, a radius of 1378.00 feet, a Chord bearing and distance of North

THENCE North $48^{\circ}46'26''$ West, along the northeast line of said Rancho Del Rey Unit One, a distance of 438.47 feet to a point for the northwest terminus corner of said Camino Del Rey Drive;

THENCE along the west line of said Camino Del Rey Drive, the following four (4) calls:

South $41^{\circ}13'34''$ West, a distance of 969.35 feet to a point at the beginning of a tangent curve to the right having a central angle of $12^{\circ}06'10''$, a radius of 1322.00 feet, a chord bearing and distance of South $47^{\circ}16'39''$ West, 278.73 feet;

In a southwesterly direction, **with** said curve to the right, an arc distance of 279.25 feet to a point for corner;

South $53^{\circ}19'44''$ West, a distance of 143.35 feet to a point for corner;

THENCE South $54^{\circ}28'29''$ West, a distance of 95.03 feet to a point for corner in the said north line of Mesa Drain;

THENCE North $37^{\circ}12'57''$ West, along the said north line of Mesa Drain, a distance of 288.78 feet to the **POINT OF BEGINNING** and containing 229.7950 acres or 10,009,868 square feet of land, more or less.

EXHIBIT B

AMERICAS AVENUE (LOOP 375 -

(A 370-FOOT WID RIGHT-OF-WAY) -

BEN L. JVEY, LTD.
(INST. NO. 20120046828)

CAMINO DEL REY DRIVE

(A 56-FOOT WIDER RIGHT-OF-WAY)

RANCHO DEL REY
UNIT ONE
(INST. NO. 20130079760)

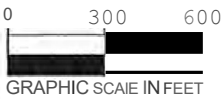
...J PARCEL 1
BEN L. IVEY, LTD.
(REC. INFO. UNK.)
(REF: INST. NO. 20190062708) /

LEGEND

- ti. " CENTRAL ANGLE
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- IRF = IRON ROD FOUND
- VF = V CUT IN CONCRETE FOUND

ZONING AREA
229.7950 ACRES
10,009,868 SQ. FT.

BEN L. IVEY, LTD.
(INST. NO. 20020012760)
(INST. NO. 20020012761)
(INST. NO. 20190062708)



Y SLETA TOWN TRACT SURVEY - ABS MACT NO. 214

INHABITANTS OF SOCORRO SURVEY - ABSTRACT NO. 216

LOUIS BURRUS L10
(VOL. 1322, PG. 440)
(VOL. 1052, PG. 44)

CITY OF EL PASO
(BK 2131, PG. 721)

NOTES

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Central Zone (4203). A metes & bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the zoning tract.

Lz!

MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

AEL CLEO BILLINGS
6558
f. EsS

ZONING EXHIBIT
229.7950 ACRE TRACT
YSLETA TOWN TRACT SURVEY,
ABSTRACT NO. 214
CITY OF EL PASO

EL PASO COUNTY TEXAS

Fort Worth, Texas 76102 FIRM# 10194040 www.kimley-horn.com
WJa, MCB, Checked Jlv, !!212, Project Nfi, 1
1" = 600' KHA 211017.021 001282625 40 F 5

LINE TABLE		
NO.	BEARING	LENGTH
L1	S37°12'57"E	379.60'
L2	S16°48'26"W	535.26'
L3	N41°14'16"E	2990.68'
L4	S48°46'05"E	542.74'
LS	N69°31'53"E	35.50'
L6	S39°10'54"E	2425.70'
L7	S20°12'12"E	10.24'
LB	S42°39'53"E	283.70'
L9	S78°39'25"E	64.10'
L10	S40°48'35"W	1006.06'
L11	N33°43'56"W	1190.01'
L12	S56°16'04"W	120.00'
L13	S33°43'56"E	1190.01'
L14	S40°48'35"W	2195.17'
L15	N36°35'12"W	3050.18'
L16	N52°10'59"E	95.11"
L17	N53°19'44"E	143.35'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	36°29'50"	1255.01'	799.44'	N51°58'51"W	785.99'
C2	34°35'09"	1375.01'	830.01'	S51°01'30"E	817.46'
C3	12°06'10"	1378.00'	291.08'	N47°16'39"E	290.54'
C4	12°06'10"	1322.0'	279.25'	S47°16'39"W	278.73'

9641 North Loop Dr. and 215 Sofia Pl.

City Plan Commission — June 3, 2021 **REVISED**

REZONING



CASE NUMBER:	PZRZ21-00005
CASE MANAGER:	Raul Garcia, 915-212-1643, GarciaR1@elpasotexas.gov
PROPERTY OWNER:	Ivey Investments, LTD
REPRESENTATIVE:	Kimley-Horn and Associates, Inc.
LOCATION:	9641 North Loop Dr. and 215 Sofia Pl. (District 6)
PROPERTY AREA:	229.79 acres
REQUEST:	Rezone from A-2/sc (Apartment/special contract) to C-4/sc (Commercial/special contract)
RELATED APPLICATIONS:	PLCP21-00001 Comprehensive Plan Amendment
PUBLIC INPUT:	None as of May 27, 2021

SUMMARY OF REQUEST: The applicant is requesting to rezone from A-2/sc (Apartment/special contract) to C-4/sc/c (Commercial/special contract/condition) to allow for general warehouse and industrial development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request with the following conditions:

1. That a twenty foot (20') landscaped buffer be installed with high-profile native or naturalized trees of at least two-inch (2") caliper, ten feet (10') in height, and shall be placed at fifteen feet (15') on center along the southwesterly property line adjacent to the Mesa Drain. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy for any buildings or development located within 1000 feet of the southwesterly property line.
2. That a twenty foot (20') landscaped buffer be installed with high-profile native or naturalized trees of at least two-inch (2") caliper, ten feet (10') in height, and shall be placed at fifteen feet (15') on center along the property lines adjacent to the existing nursing home facility. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
3. That a six-foot (6) masonry wall along the southwesterly property line adjacent to the Mesa Drain be installed prior to certificates of occupancy for any buildings or development located within 1000 feet of the southwesterly property line.
4. Prior to the issuance of building permits a detailed site development plan shall be submitted and approved as per the El Paso City Code
5. That prior to the issuance of certificate of occupancy, a 4-way stop be installed at the intersection of the southwestern most access way and Camino Del Rey.

The recommendation is based on the compatibility of the proposed zoning district with the surrounding residential, apartment, and commercial districts in the immediate area. It is also based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan.

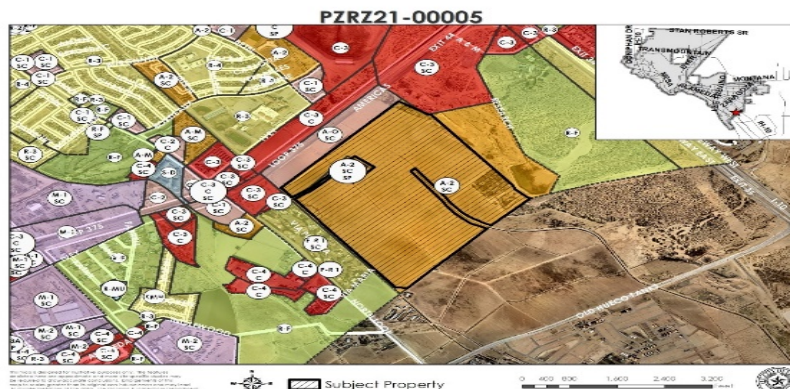


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from A-2/sc (Apartment/special contract) to C-4/sc/c (Commercial/special contract/condition) to allow for proposed general warehouse and industrial business park. The conceptual site plan shows thirteen (13) warehouse and industrial buildings. Access to the subject property is provided from Americas Avenue and Camino Del Rey Drive.

PREVIOUS REZONING: On May 1, 1979, City Council approved a rezoning of the subject property from R-F (Ranch and Farm) to A-2 (Apartment) with the following special contract conditions imposed by Ordinance No. 6567:

1. No development of any kind will be done on any parcel of the property until complete and detailed site development and architectural plans of the proposed development on such parcel have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso.
2. No building permits will be issued for construction on parcel numbers 6B, 7A, 7B, 8B and 11B in Exhibit "A" attached hereto, until a subdivision map of the parcel upon which construction is to be performed has been approved by the City Plan Commission of the City of El Paso and filed for record.
3. The total number of dwelling units to be constructed on the portions of the property which are zoned A-2 and are described as parcel number 6B, 7B, 8B, and 11B in Exhibit "A" attached hereto, shall not exceed 1500 units, notwithstanding the maximum number permitted under A-2 zoning. The term "dwelling unit" as used herein shall mean: one or more habitable rooms, including kitchen facilities, designed for occupancy by one family for living and sleeping purposes.

Special contract condition #1 will be satisfied by required detailed site development plan. Special contract condition #2 will be satisfied by requirement for subdivision plat. Special contract condition #3 will not apply since the proposed development does not include any dwelling units.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed district is consistent with the surrounding residential, apartment, and heavy commercial districts in the immediate area, and meets the established character of the neighborhood surrounding the subject property. Furthermore, the proposed development meets the intent of the G-7, Industrial and/or Railyards designation of *Plan El Paso* in the Mission Valley planning area.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-7, Industrial and/or Railyards: This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso’s economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing railyards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.</p>	<p>Yes, the subject property and the proposed developments meet the intent of the G-7 Industrial and/or Railyards Future Land Use designation of <i>Plan El Paso</i>. The proposed development is adjacent to apartment, residential, and commercial lots; therefore, has the potential to repurpose the lot for commercial and industrial employment to that has been vacant since 1978. The proposed development is adjacent to commercial and contributes to the addition of missing mixed commercial and industrial uses provided to surrounding neighborhoods within the area of the existing vacant lot and potentially reduces travel and infrastructure needs.</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-4 (Commercial) District: The purpose of this district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities. Within the central business district, more intensive commercial uses are allowed, the predominant of which are retail trade and service uses, providing less restrictive height and area regulations.</p>	<p>Yes, the proposed commercial development uses are consistent with the commercial neighborhood. Commercial uses are common and appropriate in this sector. The surrounding properties are zoned P-R 1 (Planned-Residential 1), A-2 (Apartment), A-O (Apartment/Office), and C-3 (Commercial). The proposed development is adjacent to residential development, assisted living facility, and vacant lots; therefore, has the potential to repurpose the lot for commercial development and employment to that has been non-developed lot for years.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes, the property is located on Americas Avenue which is classified as a freeway on the City of El Paso’s Major Thoroughfare Plan.</p>
THE PROPOSED ZONING DISTRICT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>N/A. The proposed development is not within any historic districts or study area plan boundaries.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>The proposed development is not anticipated to pose any adverse effects on the community. The proposed development will match development immediately surrounding the subject property.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is stable and the proposed development is compatible with the existing residential zoning and uses of the surrounding properties.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>The proposed development is in transition from inactive agricultural uses for the property. The established neighborhood is comprised of a residential and commercial development. There have been recent rezoning requests for this area to the northwest and southwest in 1979 and 1982 respectively.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Americas Avenue and Camino Del Rey Drive, which are designated a freeway and collector as per the City of El Paso's Major Thoroughfare Plan. Access is proposed from Americas Drive and Camino Del Rey Drive. It is adequate to serve the development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to the proposed rezoning. 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 Mission Valley Civic Association and Corridor 20 Civic Association, which was notified prior to submittal of the Rezoning Application. The Planning & Inspections Department of the City of El Paso, in conjunction with the office of Representative Claudia Rodriguez, held two virtual community meetings April 22, 2021 and May 6, 2021 providing information on the proposed rezoning. As required, public notices were mailed to property owners within 300 feet on May 21, 2021. As of May 28, 2021, the Planning Division has received one letter in support of the rezoning request.

RELATED APPLICATIONS: PLCP21-00001 Comprehensive Plan Amendment.

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:

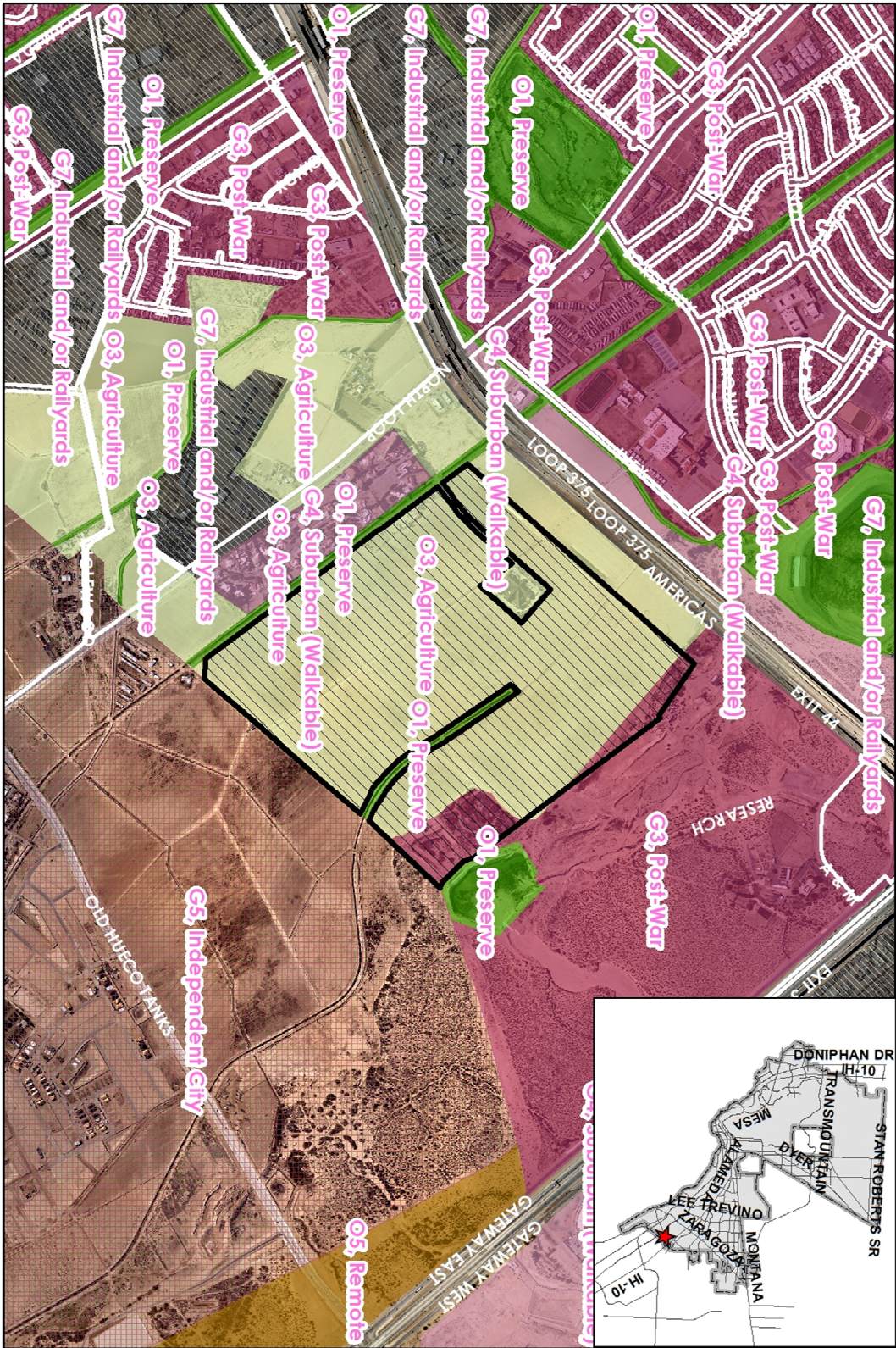
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**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

ATTACHMENTS:

1. Future Land Use Map
2. Department Comments
3. Neighborhood Notification Boundary Map
4. Conceptual Site Plan
5. Letter of support


ATTACHMENT 1

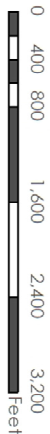
PZR21-00005



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. Engagements of this nature are not intended to constitute a professional engineering or architectural service. The Planning Division makes no claim to its accuracy or completeness.



 Subject Property



ATTACHMENT 2

Planning and Inspections Department – Planning Division

The Planning Division recommended approval of the rezoning request with the following conditions:

1. That a twenty-foot (20') landscaped buffer be installed with high-profile native or naturalized trees of at least two-inch (2") caliper, ten feet (10') in height, and shall be placed at fifteen feet (15') on center along the southwesterly property line adjacent to the Mesa Drain. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy for any buildings or development located within 1000 feet of the southwesterly property line.
2. That a twenty-foot (20') landscaped buffer be installed with high-profile native or naturalized trees of at least two-inch (2") caliper, ten feet (10') in height, and shall be placed at fifteen feet (15') on center along the property lines adjacent to the existing nursing home facility. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
3. That a six-foot (6) masonry wall along the southwesterly property line adjacent to the Mesa Drain be installed prior to certificates of occupancy for any buildings or development located within 1000 feet of the southwesterly property line.
4. Prior to the issuance of building permits a detailed site development plan shall be submitted and approved as per the El Paso City Code.
5. That prior to certificates of occupancy, a 4-way stop be installed at the intersection of the southwestern most access way and Camino Del Rey.

Planning and Inspections Department – Plan Review

Recommend approval of the rezoning request.

Planning and Inspections Department – Landscaping Division

Recommend approval of the rezoning request.

Planning and Inspections Department – Land Development

(Comments will be addressed at the subdivision platting stage.)

1. Show proposed drainage flow patterns on the preliminary plat. Identify the storage location for developed storm-water runoff within subdivision limits.
2. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
3. Coordinate plat with the Water Improvement District #1 for proposed improvements abutting laterals, bridge crossings, and securing access and if retaining water rights for the subdivision.

Street and Maintenance Department

The feasibility of the recommended mitigation for this TIA is currently under review by the SAM Department and TxDOT. Once all parties come to a consensus on the mitigation and developer's proportionate share then the TIA will be approved.

Texas Department of Transportation (TxDOT)

We are reviewing this request. The requestor will move forward with the location of the driveways that they have revised from the original comments we provided. The driveway will be approved when:

1. The final site plans and grading and drainage plan are submitted for review.
2. TIA comments are addressed, and
3. Any proposed work on North Loop is also submitted for review and approval.

After reviewing the warrant study, we agree that the study provided does meet the minimum criteria for a traffic signal installation based on the projected volumes provided in the study. However, the intersection narrowly meets the peak hour vehicle volume warrant 3 in the year 2027 causing reason for concern that the signal should not be installed before the short-range horizon year (2027). We are also recommending that a follow up vehicle count and warrant study be conducted the year prior to installing the traffic signal to verify the projected volumes are indeed being generated by the proposed development.

Fire Department

No comments received.

Sun Metro

No objections.

El Paso Water

Analysis of the water and sewer systems in the area is required to determine the number of connections to the water systems to be able to supply water demand and fire protection and also the connection points to the sewer system.

Water:

There is an existing 12-inch diameter water main that extends along Camino Del Rey Dr., located approximately 19-feet west of the eastern right-of-way line. This main is available for service and main extensions.

There is an existing 48-inch diameter water transmission main that extends along an existing 30-foot PSB easement. This easement is along the northern portion of the subject property. No direct service connections are allowed to this main as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

Sanitary Sewer:

There is an existing 15-inch diameter sanitary sewer main that extends along Camino Del Rey Dr., located approximately 18-feet east of the western right-of-way line. This main is available for service and main extensions.

There is an existing 18-inch/21-inch sanitary sewer main that extends along a 30-foot PSB easement along the north portion of the subject property. No direct service connections are allowed to this sanitary sewer main as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

There is an existing 48-inch diameter sanitary sewer interceptor located approximately 20-feet west into the Mesa Drain right-of-way from its eastern boundary line. No direct service connections are allowed to this sanitary sewer main as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

A sanitary sewer main extension to the nearest manhole will be required to provide service from this 48-inch diameter sanitary sewer main.

General

Mesa Drain is an El Paso County Water Improvement District No. 1 facility. Permits for installation of sanitary sewer main and manholes within the right of way are required. Owner/Developer is responsible for permit, survey, and consideration fees.

Water and sanitary sewer main extensions will be required to provide service to the proposed development. Water mains shall be extended creating a looped system. The Owner/Developer is responsible for the water main extension costs.

During the site improvement work, the Owner/Developer shall safeguard all existing water mains, sewer mains, and appurtenant structures. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB facilities and is responsible for the cost of setting appurtenant structures to final grade.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

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

El Paso Water – Stormwater Engineering

(Comments will be addressed at the subdivision platting stage)

EPWater – Stormwater Engineering opposes to the rezoning case for the following reasons:

- Americas Ten Dam is located upstream of the area of interest within the applicant's property; it's heavily silted, it's landlocked and its capacity is therefore diminished.
- In Order to get in and remove the silt, a permanent and drivable access easement is required. EPWater has been working on attaining such an easement from the property owner but has been unsuccessful.
- If the Dam were to fail, the properties downstream would be at risk of inundating.
- Research Dr. was platted in the 1980's but the road was never developed.
- If an access easement is not granted, then Research Drive would need to be improved in order to access the Dam as originally intended.
- As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
- North Loop Dr. & Americas Ave. (Loop #375) are both state highways and they are not designed to take in any off-site runoff; the site plan does not show any on-site retention.

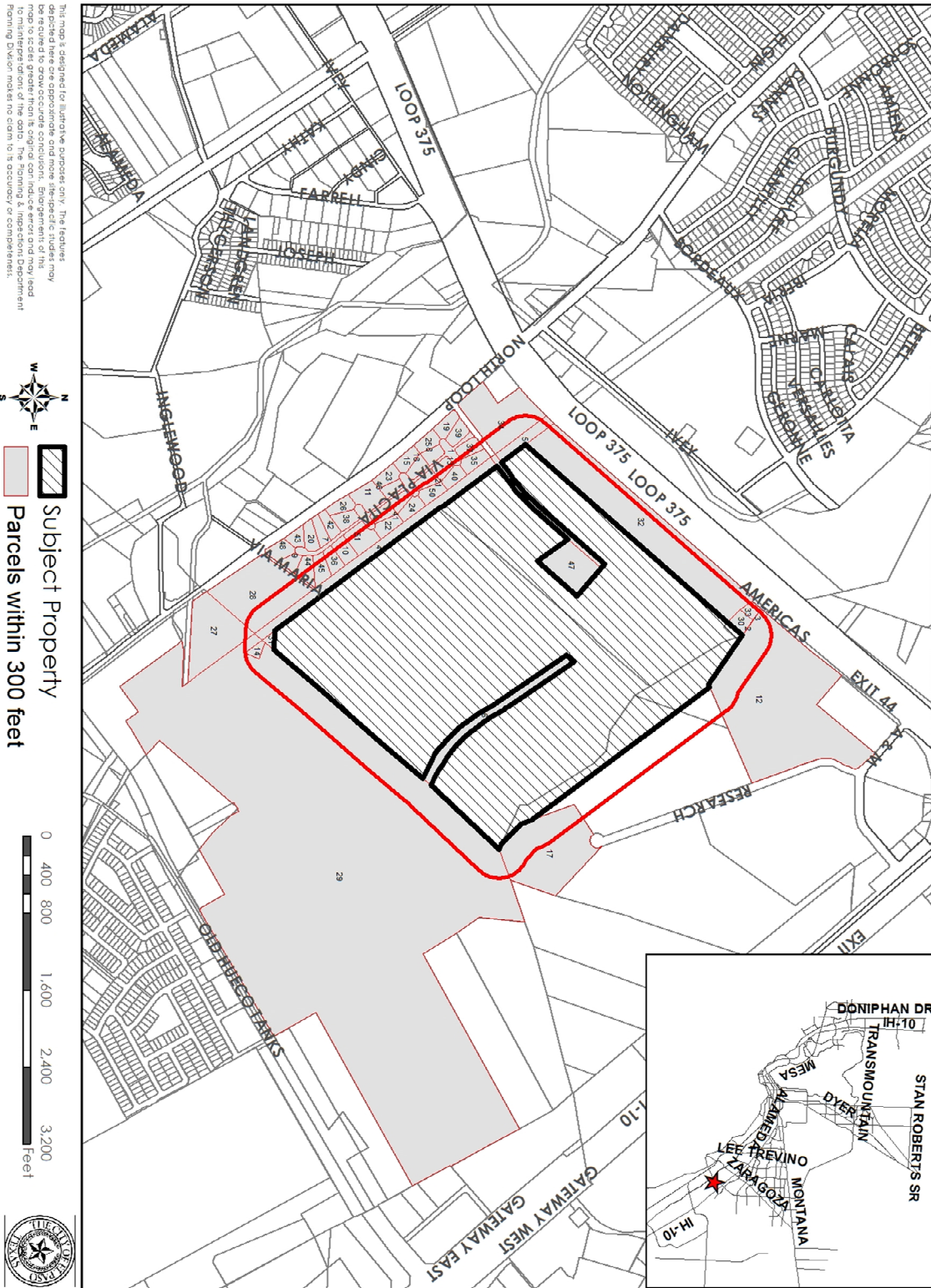
El Paso County Water Improvement District #1

(Comments will be addressed at the subdivision platting stage)

Applicant needs to submit an application to EPCWID for proposed subdivision.

EPCWID owns a drain directly under proposed apartment complex that needs to be removed from developer's plans. EPCWID is the owner of Mesa Spur Drain and is not allowing any development on the surface, above, or below the EPCWID's property.

ATTACHMENT 3



PZR21-00005

ATTACHMENT 4



ATTACHMENT 5



May 6, 2021

Dear Mr. Philip Etiwe,

Creative Solutions in Healthcare has grown to include more than 100 long-term care facilities across the State of Texas. This includes St Teresa Nursing and Rehab, St Giles Nursing and Rehab, Pebble Creek Nursing and rehab, Oasis Nursing and Rehab, Mountain View Health and Rehab and Franklin Heights Nursing and Rehab facilities in the greater El Paso region. Since the year 2000 we have insured that every resident and every situation should be treated as unique and should be met with a creative solution.

I founded this company with a strong belief in the guiding principle of "do unto others as you would have them do unto you." Our staff and leadership are dedicated to putting people first, and we are always looking for ways to enhance the experience of our residents.

Since late last year the developer behind this proposed rezone and development project, Majestic Realty Co., has actively sought our input as their plan developed. They sought input on building layout, access roads, phasing and other elements of their project that could alleviate the initial concerns we have with any adjacent development.

They were compassionate in responding to concerns about noise, light, dust and access to the property. They were mindful to ensure that no truck courts face the facility, and that no light pollutions crosses our property line. They explained dust control measure that they utilize to keep construction dust to a minimum.

We appreciate that this project aims to be something that the community and City can be proud of and can be a beacon for economic development for the region.

One of the items that we most appreciate about this project is how it will enhance the safety of the lives of our facility by finally creating additional access points to and from our facility. Having two or more additional ingress egress points to our facility allows us to ensure that ambulances, employees, lives and others will have options in this regard. Safety is of paramount concern to our facility. We believe that this project helps solve this current concern.

4150 INTERNATIONAL PLAZA ☎ STE 600 ☎ FORT WORTH, TX 76109
(817) 348-8969 OFFICE ☎ (817) 348-8934 FAX



File #: 21-724, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6

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

Planning and Inspections, Raul Garcia, (915) 212-1643

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Tract 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

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

AGENDA DATE: July 7, 2021

PUBLIC HEARING DATE: August 3, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Raul Garcia, (915) 212-1643

DISTRICT(S) AFFECTED: District 6

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 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

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from R-F (Ranch-Farm) to C-4/c (Commercial/condition) to allow for general warehouse and heavy truck (sales, storage, repair and rental). City Plan Commission recommended 6-0 to approve with conditions the proposed rezoning on June 3, 2021. The recommendation is based on the approval of the Comprehensive Plan and Future Land Use Map (FLUM) amendment (PLCP21-00001) request of *Plan El Paso*, the City's adopted Comprehensive Plan. As of June 28, 2021, staff has received one email of commentary of the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: _____

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

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF TRACT 19B, BLOCK 2, YSLETA GRANT, 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.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Tract 19B, Block 2, Ysleta Grant, located in the City of El Paso, El Paso County, Texas, more particularly described by the metes and bounds attached as **Exhibit "A"**, be changed from **R-F (Ranch-Farm)** to **C-4/c (Commercial/condition)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso, attached hereto as **Exhibit "B"**, be revised accordingly; and

That the following Conditions are imposed:

1. Access for semi-trailer trucks and cabs shall be prohibited to and from Inglewood Drive.
2. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
3. The Juan De Herrera Lateral crossing shall be constructed prior to issuance of any building permits.
4. That a Detailed Site Development Plan be submitted and approved as per Section 20.04.150 of the El Paso City Code prior to the issuance of any building permits.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2021.

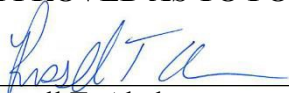
THE CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

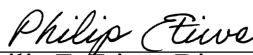
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT A

Prepared for: Transborder, LLC
Tract 19B, Block 2,
Ysleta Grant
City of El Paso, El Paso County, Texas
W.O.#: 031218-4

METES AND BOUNDS

Description of a 20.539 acre parcel of land, more or less, being all of Tract 19B, Block 2, Ysleta Grant El Paso, El Paso County, Texas (Ysleta Grant Map, Block 2, December 1929). City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at an existing 1" iron pipe located on the northerly Right-of-Way of Inglewood Drive (Right-of-Way Varies) from which a 5/8" at northerly right-of-way line of Inglewood Drive and the most south westerly corner of Tract 16A, Block 2, Ysleta Grant, Thence North 75°01'00" East along said right-of-way of Inglewood Drive a distance of 81.90 feet to a 5/8" rebar with cap marked "5372" found on the common boundary line of Tract 16-A and 16-B, Block 2, Ysleta Grant, being the "True Point of Beginning;

Thence North 07°56'00" West along said boundary line a distance of 510.00 feet to point;

Thence continuing along said boundary line North 14°50'00" West a distance of 565.12 feet to a 5/8" rebar with cap marked 5372 found on the southerly right-of-way line of the Juan De Herrera Lateral (60-Foot Right-of-Way);

Thence South 86°46'00" East along said right-of-way line a distance of 148.49 feet to a 5/8" rebar with cap marked 5372 found on the southerly right-of-way line of the Juan De Herrera Lateral;

Thence continuing along said right-of-way North 86°54'00" East 396.00 feet to a 5/8" rebar with cap marked 5372 found on the southerly right-of-way line of the Juan De Herrera Lateral;

Thence continuing along said right-of-way South 65°36'00" East a distance of 257.90 feet to a 5/8" rebar with cap marked 5372 found on the southwesterly right-of-way line of the Juan De Herrera Lateral;

Thence continuing along said right-of-way South 46°07'00" East a distance of 652.80 feet to a 5/8" rebar with cap marked 5372 found on the southwesterly right-of-way line of the Juan De Herrera Lateral;

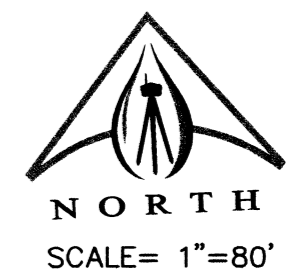
Thence continuing along said right-of-way South 33°01'00" East a distance of 232.30 feet to a 5/8" rebar found on the northerly right-of-way of Inglewood Drive (30-Foot Right-of-Way);

Thence South 75°01'00" West a distance of 1201.40 feet to the "True Point of Beginning for Tract 19-B; and containing in all 894.692 square feet or 20.539 acres of land more or less.

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c HAILES II GUTIERREZ, R.P.L.s. 5572
H2O Terra, L.L.C.



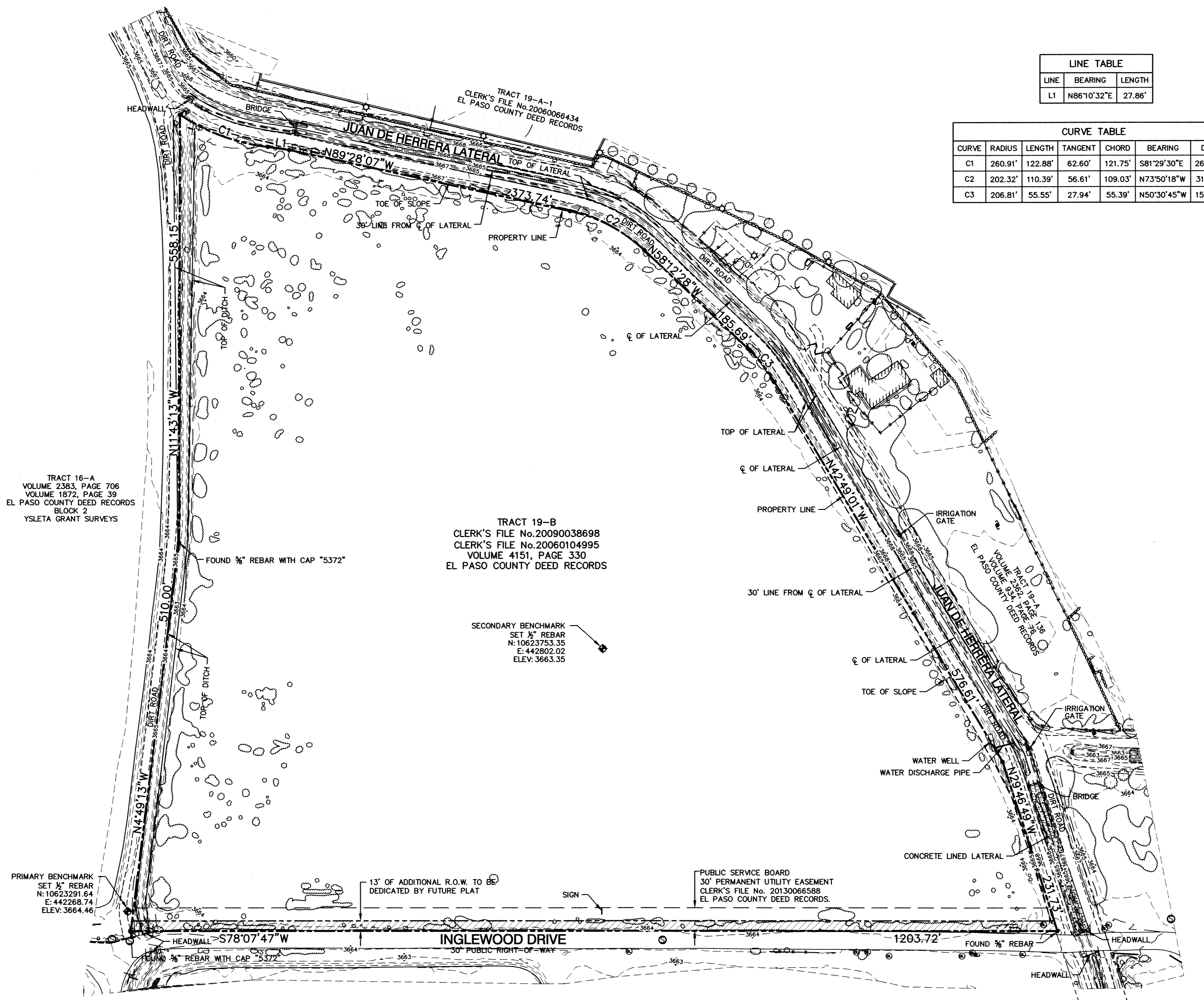
EXHIBIT B



LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°10'32"E	27.86'

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	260.91'	122.88'	62.60'	121.75'	S81°29'30"E	26°59'03"
C2	202.32'	110.39'	56.61'	109.03'	N73°50'18"W	31°15'43"
C3	206.81'	55.55'	27.94'	55.39'	N50°30'45"W	15°23'26"

LEGEND	
BENCH MARK	
LIGHT POST	
UTILITY POLE	
BOLLARD	
STREET SIGN	
SANITARY SEWER MANHOLE	



TRACT 16-A
VOLUME 2383, PAGE 706
VOLUME 1872, PAGE 39
EL PASO COUNTY DEED RECORDS
BLOCK 2
YSLETA GRANT SURVEYS

TRACT 19-B
CLERK'S FILE No. 20090038698
CLERK'S FILE No. 20060104995
VOLUME 4151, PAGE 330
EL PASO COUNTY DEED RECORDS

PRIMARY BENCHMARK
SET 1/2" REBAR
N: 10623291.64
E: 442268.74
ELEV: 3664.46

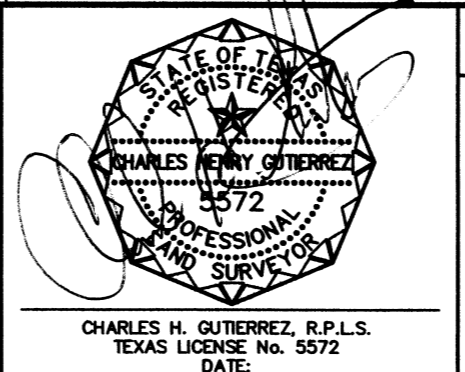
SECONDARY BENCHMARK
SET 1/2" REBAR
N: 10623753.35
E: 442802.02
ELEV: 3663.35

PUBLIC SERVICE BOARD
30' PERMANENT UTILITY EASEMENT
CLERK'S FILE No. 2013006588
EL PASO COUNTY DEED RECORDS.

FLOOD NOTE:
NOTE: The above referenced property is within Zone "B" (Explanation: Area between limits of the 100-yr flood and 500-yr flood; or certain areas subject to 100-yr flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood) according to the Federal Emergency Management Agency Flood Insurance Rate Maps, as per Area Community Panel No. 480214 0050 B, dated October 15, 1982.

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DATE	REVISIONS	BY	PRIMARY BENCHMARK	SCALE
			SET 1/2" REBAR 25.70'± NORTH FROM THE SOUTH WEST PROPERTY CORNER WITH THE COORDINATES OF N: 10623291.64, E: 442268.74, WITH THE ELEVATION OF 3664.46	LINE IS 2 INCHES AT FULL SCALE (IF NOT 2" - SCALE ACCORDINGLY)
			SECONDARY BENCHMARK	W.O. 082018-2 DATE: 9/19/18
			SET 1/2" REBAR 714.60'± NORTHEAST FROM THE SOUTH WEST PROPERTY CORNER WITH THE COORDINATES OF N: 10623753.35, E: 442802.02 WITH THE ELEVATION OF 3663.35	DESIGN BY: J.P.H. DRAWN BY: C.H.G. CHKD. BY: C.H.G. APPD. BY: C.H.G.



BOUNDARY AND IMPROVEMENT SURVEY

INGLEWOOD DRIVE

TRACT 19-B, BLOCK 2, YSLETA GRANT,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

CONTAINING IN ALL 891,422 sq. ft. OR 20.464 acres OF LAND MORE OR LESS.

PREPARED FOR:
AMERI-MEX PROP

H2O Terra
ENGINEERING, SURVEYING, SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 533-1418 FAX: (915) 533-4972

DRAWING NUMBER
V1
SHEET NO.
1 OF 1

Z:\clients\ameri-mex\Properties\082018-2 Aerial Topo Inglewood\05-CADD\02-Survey Drawing\031218-4 INGLEWOOD 2 9-14-18.DWG 09/20/18 4:10PM

551 Inglewood Drive

City Plan Commission — June 3, 2021 **REVISED**

REZONING



CASE NUMBER:	PZRZ21-00006
CASE MANAGER:	Raul Garcia, (915)212-1643, GarciaR1@elpasotexas.gov
PROPERTY OWNER:	Inglewood Properties, LLC
REPRESENTATIVE:	H2O Terra c/o Jose Hernandez
LOCATION:	551 Inglewood Drive (District 6)
PROPERTY AREA:	20.54 acres
REQUEST:	Rezone from R-F (Ranch-Farm) to C-4/c (Commercial/condition)
RELATED APPLICATIONS:	PLCP21-00001 Comprehensive Plan Amendment
PUBLIC INPUT:	As of May 27, 2021, Planning has received one email of commentary.

SUMMARY OF REQUEST: The applicant is requesting to rezone from R-F (Ranch-Farm) to C-4/c (Commercial/condition) to allow for general warehouse and heavy truck (sales, storage, repair and rental).

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request with the following conditions:

1. Access for semi-trailer trucks and cabs shall be prohibited to and from Inglewood Drive.
2. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
3. The Juan De Herrera Lateral crossing shall be constructed prior to issuance of any building permits.
4. That a Detailed Site Development Plan be submitted and approved as per Section 20.04.150 of the El Paso City Code prior to the issuance of any building permits.

Staff also recommends **Approval** of the detailed site development plan, which satisfies the condition for a detailed site development plan and is consistent with the proposed zoning conditions. The penalty as provided for in Chapter 20.24 of the El Paso City Code.

The recommendation is based on the compatibility of the proposed zoning district with the surrounding commercial and manufacturing districts in the immediate area. Further, staff's recommendation is based on the approval of the Comprehensive Plan and FLUM amendment (PLCP21-00001) request of *Plan El Paso*, the City's adopted Comprehensive Plan.

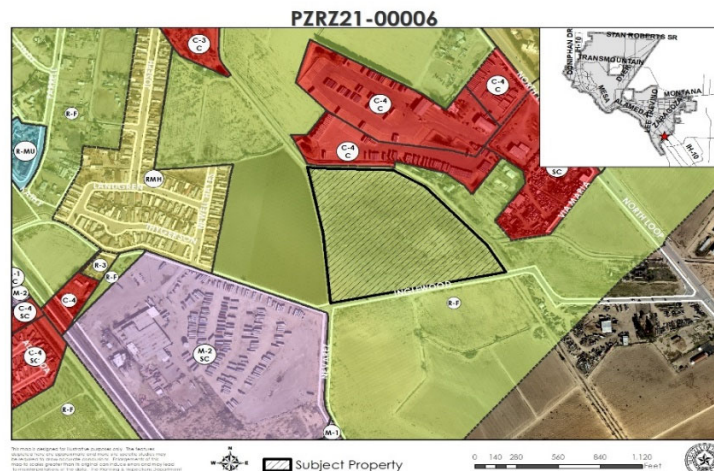


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from R-F (Ranch-Farm) to C-4/c (Commercial/condition) to allow for general warehouse and heavy truck (sales, storage, repair and rental). The property is located at 551 Inglewood Drive within the Mission Valley Planning Area. The detailed site development plan indicates four (4) different phases, including one building of approximately 20,000 sq. ft.. Access to the subject property is proposed from Inglewood Drive. Access for semi-trailer trucks and cabs to the subject property will be provided from the adjacent property along North Loop, utilizing the proposed Juan De Herrera Lateral crossing, as per the proposed zoning condition.

PREVIOUS CASE HISTORY: N/A

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development is consistent with the adjacent commercial and manufacturing districts within its vicinity and meets the established character of its surrounding neighborhood. Further, the proposed development meets the intent of G-7, (Industrial), Future Land Use Designation in the Mission Valley Planning area. The nearest park is Feather Lake Park (1.46 miles) and the nearest school is Hueco Elementary School (1.06 miles).

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-7, Industrial: This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso’s economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.</p>	<p>Yes, the subject property and the proposed development meet the intent of the G-7 - Industrial, Future Land Use designation of <i>Plan El Paso</i>. The proposed development is adjacent to other commercial and manufacturing zone districts. Lots to the north and southwest of the proposed development are being used for heavy truck (sales, storage, repair and rental), the same use as the proposed development. The development has the potential to introduce new employment to vacant underused lot.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-4 (Commercial) District: The purpose of this district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities. Within the central business district, more intensive commercial uses are allowed, the predominant of which are retail trade and service uses, providing less restrictive height and area regulations.</p>	<p>Yes, the proposed development is a permitted use in the C-4 (Commercial) zone district. Surrounding properties are zoned C-4/c (Commercial/condition), M-2 (Manufacturing), and R-F (Ranch-farm). Properties to the north and southwest feature similar commercial uses.</p>
<p>Preferred Development Locations: Yes, as per Policy 1.9.1 the proposed rezoning encourages the development of new industrial areas. The development proposes general warehouse and heavy truck (sales,</p>	<p>Yes, the proposed commercial development supplements the character within the G-7, Industrial designation of <i>Plan El Paso</i>. The property is located on Inglewood Drive, which is classified as a Collector</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
storage, repair and rental which is in line with the existing uses within its vicinity.	Arterial of the City of El Paso’s Major Thoroughfare Plan.
THE PROPOSED ZONING DISTRICT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plan, including land-use maps in those plans.	No, the proposed development is outside any historic districts or other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no adverse effects anticipated from the proposed rezoning. The existing infrastructure was originally designed for the proposed district and uses.
Natural Environment: Anticipated effects on the natural environment.	No effect on the natural environment anticipated as the subject property is in an already developed area.
Stability: Whether the area is stable or in transition.	The area is in transition from O3, Agriculture to G-7, Industrial as per the Future Land Use designation of <i>Plan El Paso</i> . The most recent rezoning was for a property to the north on December 19, 2006 from R-F (Ranch-Farm) to C-4 (Commercial).
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is in transition from inactive agricultural uses for the property to commercial uses. The proposed zoning supplements the character within the existing commercial and manufacturing development within its vicinity.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The property is currently unplatted and does not have adequate public facilities, services or infrastructure; however, there are no existing water mains along Inglewood Drive between Nevarez Road and the Juan De Herrera Main Lateral fronting of the subject property. Water and sanitary sewer main extensions are required to serve the subject property. Water mains are to be extended to create a looped system. Public facilities would be constructed and provided during the subdivision stage.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to the proposed rezoning. 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 Mission Valley Civic and Corridor 20 Civic Association both notified prior to submittal of the Rezoning Application. The Planning & Inspections Department of the City of El Paso, in conjunction with the office of Representative Claudia Rodriguez, held a virtual community meeting on May 13, 2021 to provide information on the proposed rezoning. Public notices were mailed to property owners within 300 feet on May 21, 2021. **As of June 2, 2021, the Planning Division has received two letters of commentary relating to the rezoning request.**

RELATED APPLICATIONS: PLCP21-00001 Comprehensive Plan Amendment

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:

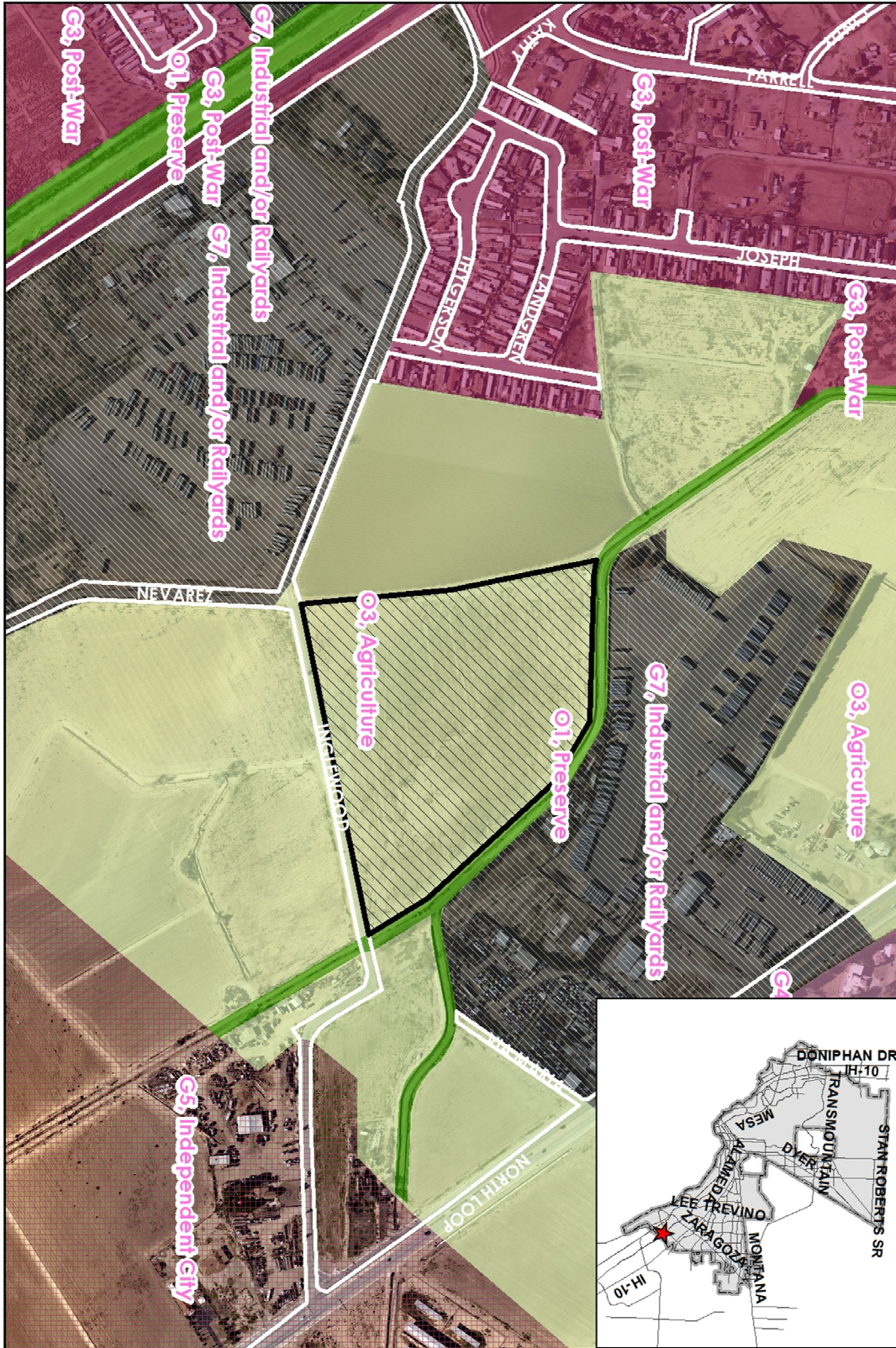
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**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

ATTACHMENTS:

1. Future Land Use Map
2. Department Comments
3. Neighborhood Notification Boundary Map
4. Detailed Site Plan
5. Email of commentary
6. 2nd Email of commentary

ATTACHMENT 1

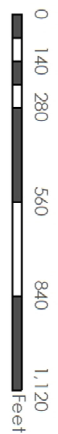
PZRZ21-00006



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Engagements of this nature do not constitute an offer of professional services. The Planning Division makes no claim to its accuracy or completeness.



Subject Property



ATTACHMENT 2

Planning and Inspections Department – Planning Division

The Planning Division recommended approval of the rezoning request with the following conditions:

1. *Access for semi-trailer trucks and cabs shall be prohibited to and from Inglewood Drive.*
2. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
3. *The Juan De Herrera Lateral crossing shall be constructed prior to issuance of any building permits.*
4. *That a Detailed Site Development Plan be submitted and approved as per Section 20.04.150 of the El Paso City Code prior to the issuance of any building permits.*

Planning and Inspections Department – Landscaping Division

Recommended approval.

Planning and Inspections Department – Land Development

1. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
2. Coordinate plat with the Water Improvement District #1 for proposed improvements abutting laterals, bridge crossings, and securing access and if retaining water rights for the subdivision.

Street and Maintenance Department

TIA waiver has been approved as per Section 19.18.010.B.3.a. of the City of El Paso MuniCode.

Fire Department

Recommended approval.

Sun Metro

Recommended approval.

El Paso Water

We have reviewed the request described above and provide the following comments:

The site plan is to show the existing 30-foot PSB easement located north of and parallel to Inglewood Road.

There are no water/sewer mains along Inglewood fronting the subject property. Water and sanitary sewer main extensions are required to serve the subject property. Water mains are to be extended to create a looped system.

No building, reservoir, structure, parking stalls, trees or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the existing 30-foot EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, trees, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

Water:

Water service is critical. There are no existing water mains along Inglewood Drive between Nevarez Road and the Juan De Herrera Main Lateral fronting of the subject property.

Along Nevarez Road south of Inglewood Drive, there is an existing 8/12-inch diameter water main. This main is available for water main extensions.

Sewer:

Along Inglewood Drive between Nevarez Road and the Juan De Herrera Main Lateral fronting of the subject property there is an existing 48-inch diameter sanitary sewer interceptor. This interceptor is not available for individual service connections. No direct services connections are allowed to this main as per the El Paso Water – Public Services Board Rules & Regulations.

Immediately north and parallel to Inglewood Drive between Nevarez and the Juan De Herrera Main Lateral there is an existing 60-inch diameter sanitary sewer interceptor located within an easement. This main is not available for service connections. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board Rules & Regulations.

General:

Water and sanitary sewer main extensions are required to serve the subject property. Water mains are to be extended to create a looped system.

La Playa Drain is an El Paso County Improvement District No. 1 facility. Permits for installation of water main within the right of way are required. Lot owner is responsible for permit, survey and consideration fees.

During the site improvement work, the Owner/Developer shall safeguard all existing water mains, sewer mains, and appurtenant structures. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB facilities and is responsible for the cost of setting appurtenant structures to final grade.

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

El Paso Water – Stormwater Engineering

The sum capacity of all the private ponding areas should be capable of handling a 100-yr. storm event.

El Paso County Water Improvement District #1

Applicant needs to submit an application and irrigable land exhibit to El Paso County Water Improvement District #1. All property has water rights.

ATTACHMENT 3



PZR21-00006

ATTACHMENT 5

Martinez, Adriana

Subject: FW: Comments - Inglewood

May 12, 2021

Dear Sir,

Thank you very much for sending the link for tomorrow's Inglewood Zoning Meeting. Based on other Zoom meetings in which I have taken part, I should be able to receive both video images and sound. However, on this end, I do not have a camera or microphone attached to the computer. Previous experience has shown that it is hard to take part in a Zoom discussion using written comments, so I will take this opportunity to share some of my opinions on the topic in question.

I was able to attend the previous zoning meeting – held several years ago – when the owners of this property first asked to change the zoning to commercial. At that time, the Planning Department indicated that long range plans for both the City of El Paso and the County of El Paso included keeping the farm fields along the Juan D. Herrera and Ysleta Cut-Off ditches – east and west of Inglewood Drive – as farm fields. My husband and I fully concurred with that decision, as we strongly feel that land that can be easily watered through gravity irrigation should remain in agricultural use. We still regret that we sold our back field, particularly as we now know more uses for the native wolfberries that were taking over the field.

This time round, we were notified about the current proposed zoning change by Mr. Hector Lopez (the son), who graciously made a point of stopping by. As he explained it, not only is he trying to obtain permission to build a semi-trailer storage, warehouse, and repair facility directly across from us; but that a trucking business has been proposed for across the street; and our neighbors, the Iveys, want to change part of their land to industrial use. Mr. Lopez pointed out one thing that has changed since the previous meeting - the construction of the Amazon shipping warehouse just north of us and across the freeway (we can see it from the house). He also commented that he was unable to obtain irrigation rights when he purchased the land under discussion, so there is no way it can be returned to agricultural use.

As my husband, daughter, and myself would like to continue living where we are, looks like we really will be living on an island. So on to some practical considerations.

Mr. Lopez has suggested, as a courtesy to us and as a way to utilize required ponding areas, that he will plant a "green" space on the canal side of his business. The existing trucking facility which faces North Loop has planted pine trees as wind breaks and screens. The impression I received from Mr. Lopez was that this would be a more substantial planting, and we discussed briefly the placing of "edible" trees such as pecans in this area [note, supposedly the El Paso Community Foundation has some interest in "edible" landscaping]. We think that this idea might save runoff water that would eventually get back into the water table; would hopefully add a little humidity that might attract rain (break up some of those paved areas that overheat during the summer); and would provide shade for people who walk and jog along the irrigation canal. Hopefully, this idea of "green" space could be applied to some of the other projects that Mr. Lopez indicated were on tap for our neighborhood.

1

In the course of our conversation, Mr. Lopez mentioned that the idea of creating a bridge over the irrigation canal to join the North Loop facility to the proposed one on Inglewood has probably been tabled. We think that this is a good thing, as the Juan D. and Ysleta Cut-Off canals will still hold irrigation water, and it may be hard for employees and truckers without an agricultural background to understand that the water jacks have the right-of-way.

One of our major concerns remains what will happen to Inglewood Drive. As my husband and I understand it, Inglewood follows the boundary between the Ysleta and Socorro Grants – now the boundary between the Cities of El Paso and Socorro. Certain segments of the road are maintained by each governmental entity. It might be wise to do some advanced planning on how to handle the inevitable potholes.

Mr. Lopez indicated that he has already been informed that he will need to widen the road in front of his property. Our property fronts on Inglewood just before (or after) the dog leg bend. We would appreciate early notice if there will be changes made in front of our property, and please remember that the storm drain already runs along the front of both ours and Mr. Lopez' property. Also, if Inglewood is closed during construction between North Loop and Nevarez, would someone please remember to let us know! We had a few days several years ago when we couldn't leave our place.

A sizeable body of truck drivers are now familiar with the dogleg turn between our property and North Loop, and are extremely courteous about taking turns navigating the turn. My husband and I actually appreciate this feature, as it slows traffic down right where we need to turn onto Inglewood Drive. We are possibly as much concerned about the intersection with Nevarez – there is a small irrigation canal going under the road that is poorly marked, and has no curbing to prevent someone dropping a wheel off the road. Better traffic control signage might also be indicated for that location.

As I mentioned at the previous zoning meeting, we regret that the needed security lighting – which admittedly provides us with some benefit – blocks out the night sky. We hope that some day in the future, El Paso and Socorro will change their lighting requirements to those of Tucson, Arizona – which has cooperated with the nearby observatory. I remember the lighting there as sufficient for its purpose, while allowing view of the stars.

In conclusion, my husband's and my personal preference would be that this area remain agricultural, but if that is not to be, hopefully the green space idea and some of the other factors mentioned above will be taken into consideration. We wish to be good neighbors to those who live and work in our area, and really appreciate Mr. Lopez's efforts to be the same.

Lawrence S. and Barbara Angus

601 Inglewood Drive

El Paso, Texas 79927-4110

ATTACHMENT 6

6/1/2021

Dear Representative Rodriguez:

I am writing to you in regard to the request by Inglewood Properties, LLC to change the zoning on their Inglewood Drive property from Ranch/Farm to Commercial/condition. This action will be discussed at the June 3, 2021 meeting of the City Plan Commission of the City of El Paso.

To the best of my knowledge, this is the second time Inglewood Properties, LLC has requested such a zoning change. The first time was approximately two years ago, before Covid 19. At that time, City of El Paso staff concerned with long range planning stated that it was the intent of both the City of El Paso and the City of Socorro to keep the strip of land next to the Juan de Herrera lateral and the Ysleta Extension as viable farmland.

Apparently, the construction of the Amazon facility on Interstate 10 near Loop 375 has changed the opinion of these two municipalities. While I, as an El Paso resident and voter, understand the pressure the City faces to bring in more business and more jobs to our community, the situation leaves me with a certain distrust of public officials. It also does not change the fact that there is only a limited amount of land in the El Paso Valley that can be watered through gravity fed irrigation, which should make it a valuable commodity.

My husband was born and raised in El Paso (the first home he remembers was on Polo Inn Road), and I started renting property in the Lower Valley in 1982. The two of us have witnessed - and heard stories from older residents about - many changes in this area. We moved to our current residence at 601 Inglewood Drive thirty years ago. We were searching for several acres nearer my place of employment where I could keep a horse, he could have workshop space, and we could raise our daughter. At that time, as a City of El Paso employee, I was required to live within city limits. As it turned out, our property - what was left of an old farm - was ten minutes away from where I worked.

My husband and I talk from time to time with our neighbor, Bill Cowan, who grew up in the house he lives in along with his mother and sister. For both families, part of the "amenities" of our location include the open space and the wildlife that inhabits it. It is also our two families that will face the most changes if the zoning request is approved. As I was bluntly told at the hearing two years ago, I live on an "island," which will now be surrounded by trucks instead of cotton fields.

In all fairness, Hector Lopez (the younger) - he's the third generation of that family that my husband has known - has come by to talk to us about the project. We are both hoping to be good neighbors. One item we discussed was a planting area or "belt" of trees along the canal side of the possible trucking facility. From what I could see of the plans at the hearing a few weeks ago (I did not have the correct type of cell phone to participate in the "Teams" setup and spent the session without sound), the blueprints call for only a single line of trees. I am hoping that this is expanded, not just as a noise and sight barrier benefiting us, but as a rest area for his employees and to provide additional cooling and air pollution control for his facility. The shade provided by a denser planting would also be appreciated by the increasing number of people using the canal roads for recreational purposes. Mr. Lopez contacted me again after the recent meeting, and I sent him some materials on Chihuahuan Desert plants and "edible" landscaping.

Both Mr. Cowan and our family are concerned about what will physically happen to Inglewood Drive if the rezoning goes through. Both Socorro and El Paso seem to be responsible for repairing certain sections of the road, and we wonder how they will cooperate with the extra traffic caused by the proposed trucking facility and the one I have heard is due to go in directly opposite it on the Socorro side of the street. I understand that the City of El Paso's temporary solution is for a bridge to be built over the canal and that all truck traffic will enter and exit through North Loop. At this point, there is no traffic light at the North Loop entrance to the facility, and it is both frustrating for the truck drivers - particularly at rush hour - and for drivers headed east on North Loop who may be blocked by a left turning truck. We anticipate the traffic will eventually find its way back to Inglewood. We would like to be involved in any planning regarding the street - we might have some constructive suggestions - or at least give us a head's up on what is planned.

From what I heard from Raul Garcia, of the Planning Division, the zoning change is a "done" deal. Guess I am writing mostly so that you know that you have a few constituents in the area most impacted by this action. Our family (my husband, daughter, and myself) intend to live out our lives on our property - we would appreciate it if we - and our animals - could do so with some "quality of life."

Sincerely,

Barbara Angus
Registered Voter, District 6



551 Inglewood Drive Rezoning

PZRZ21-00006

Strategic Goal 3.

Promote the Visual Image of
El Paso



Aerial



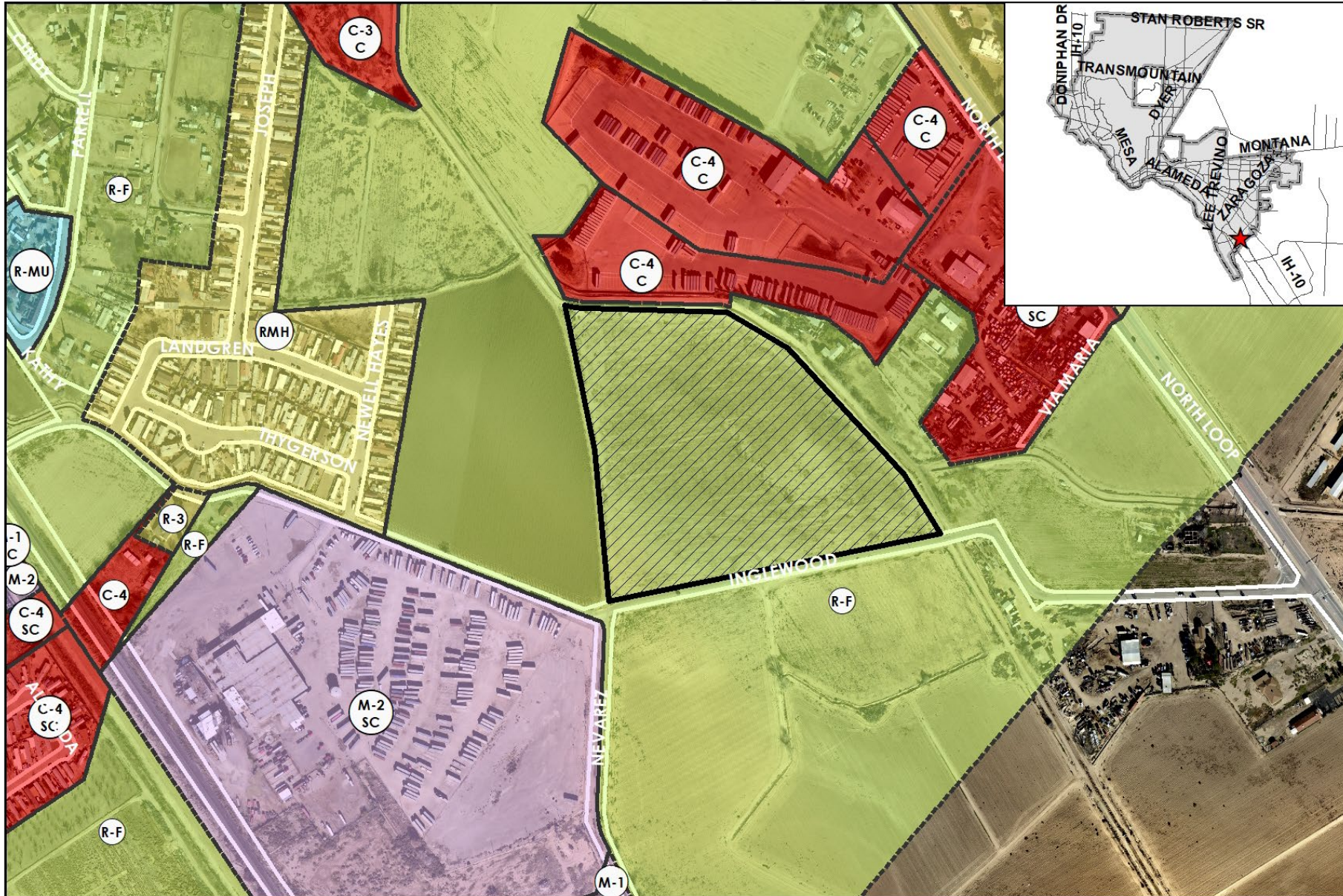
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 Subject Property



Existing Zoning



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Subject Property





Future Land Use

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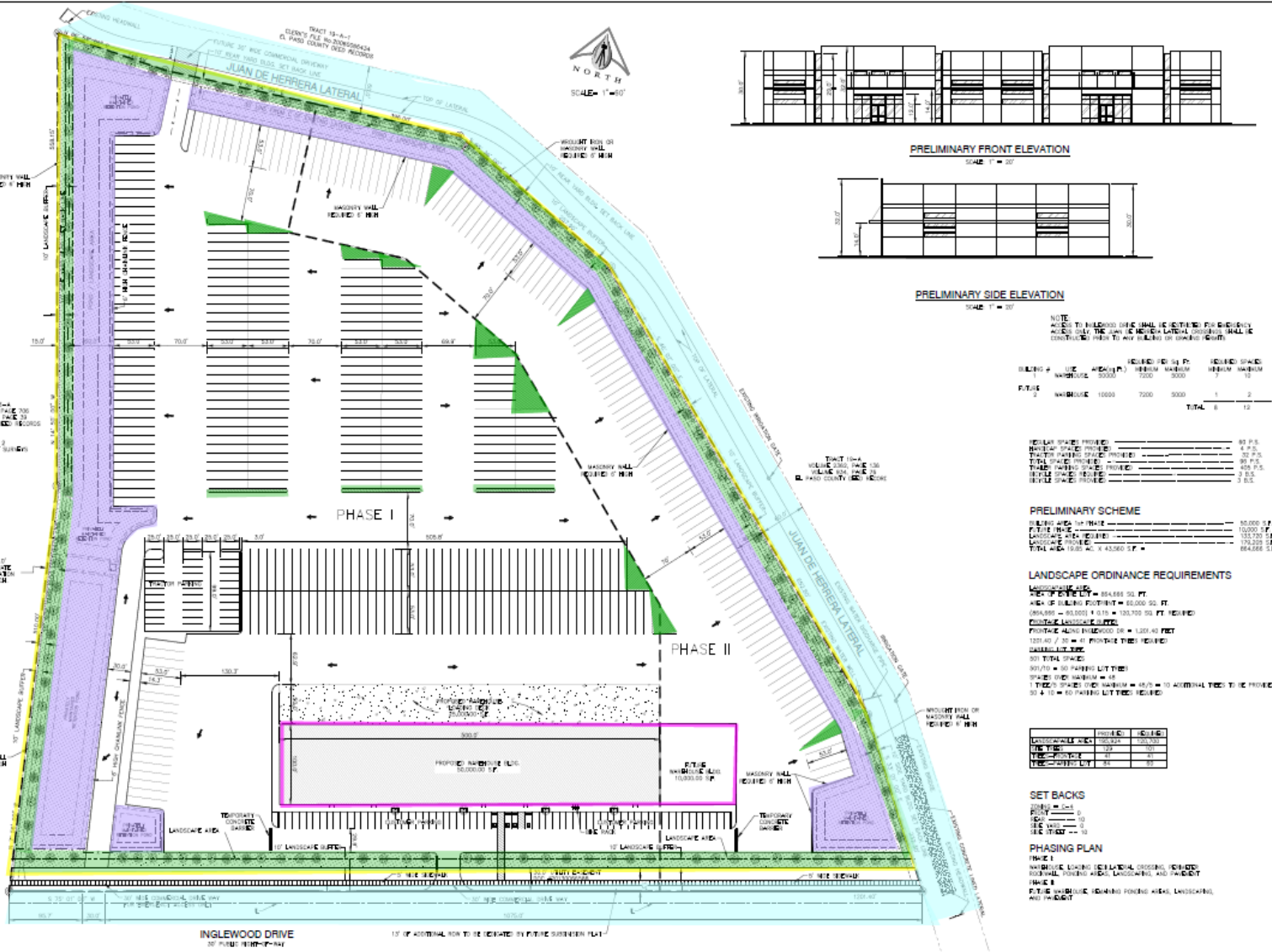


Subject Property

0 130 260 520 780 1,040 Feet



Detailed Site Development Plan



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DATE	REVISIONS	BY	PRIMARY BENCHMARK	SCALE	DETAILED SITE DEVELOPMENT PLAN	DRAWING NUMBER
				AS SHOWN	051 INGLEWOOD DRIVE BEING ALL OF TRACT 198, BLOCK 2, YSLETA GRANT CITY OF EL PASO, EL PASO COUNTY, TEXAS CONTAINING IN ALL 864,000 SQ. FT. OR 19.85 ACRES OF LAND MORE OR LESS.	V1
			SECONDARY BENCHMARK		PREPARED FOR: INGLEWOOD PROPERTIES, L.L.C.	SHEET NO. 1 OF 1

Subject Property



PROPOSED REZONING
PUBLIC HEARINGS
ARE SCHEDULED
PLEASE CALL (915) 212-1509
PROPUESTA DE REZONIFICACION
AUDIENCIAS SE HAN AGENDADO
SI MAS INFORMACION
LLAME AL TEL (915) 212-1509

Surrounding Development



N



E



S

W

Public Input

- The Planning & Inspections Department in conjunction with the office of City Representative for District 6, held a virtual community meeting on May 13, 2021.
- Public notices were mailed to property owners within 300 feet on May 21, 2021. As of June 2, 2021, the Planning Division has received two emails of commentary.





Recommendation

Staff recommends APPROVAL of the rezoning request with the following conditions:

1. Access for semi-trailer trucks and cabs shall be prohibited to and from Inglewood Drive.
2. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
3. The Juan De Herrera Lateral crossing shall be constructed prior to issuance of any building permits.
4. That a Detailed Site Development Plan be submitted and approved as per Section 20.04.150 of the El Paso City Code prior to the issuance of any building permits.

Staff also recommends APPROVAL of the detailed site development plan, which meets the requirements of El Paso City Code Section 20.04.150 Detailed Site Development Plan approval.



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



551 Inglewood Drive Rezoning

PZRZ21-00006

Strategic Goal 3.

Promote the Visual Image of
El Paso



Aerial



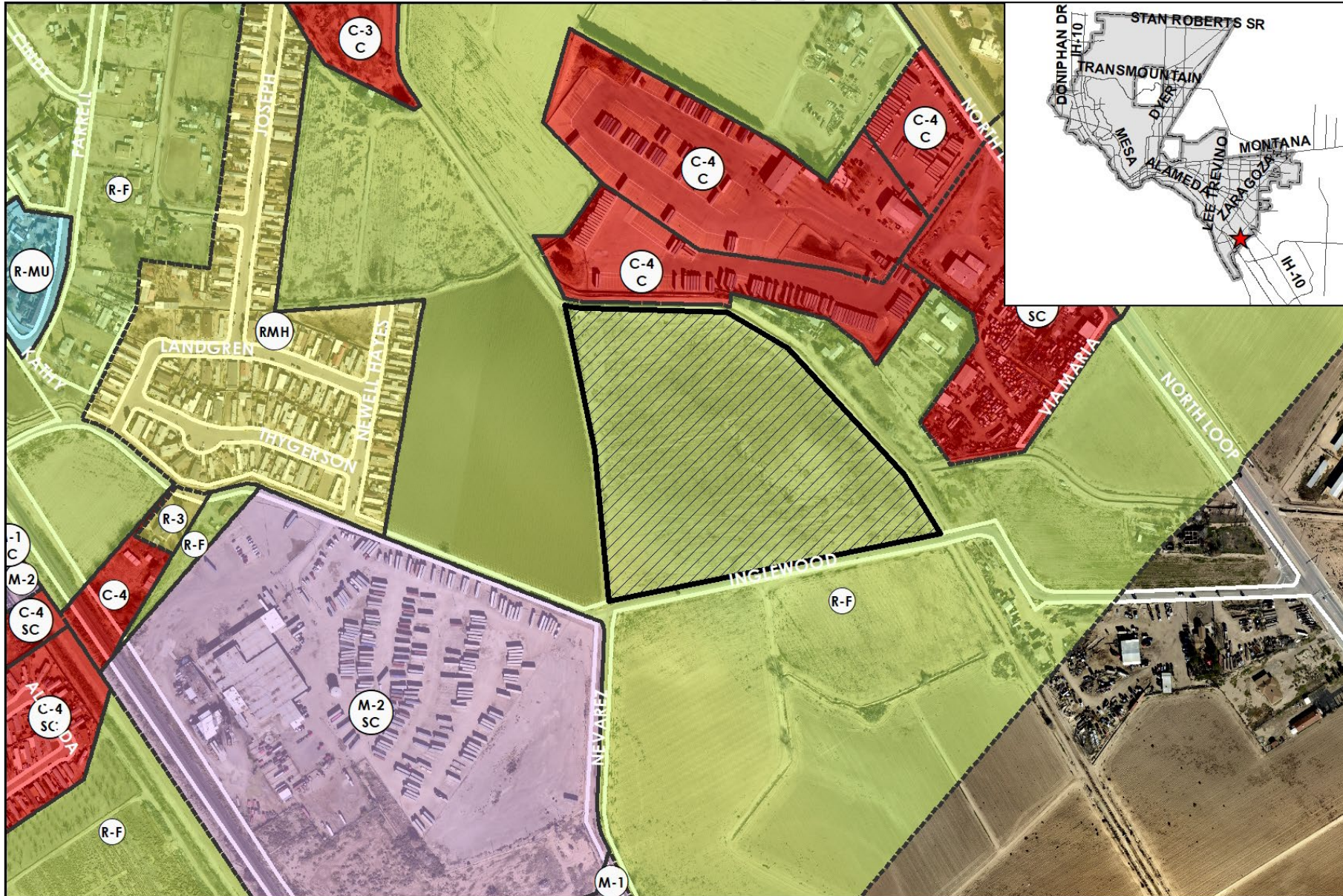
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 Subject Property



Existing Zoning

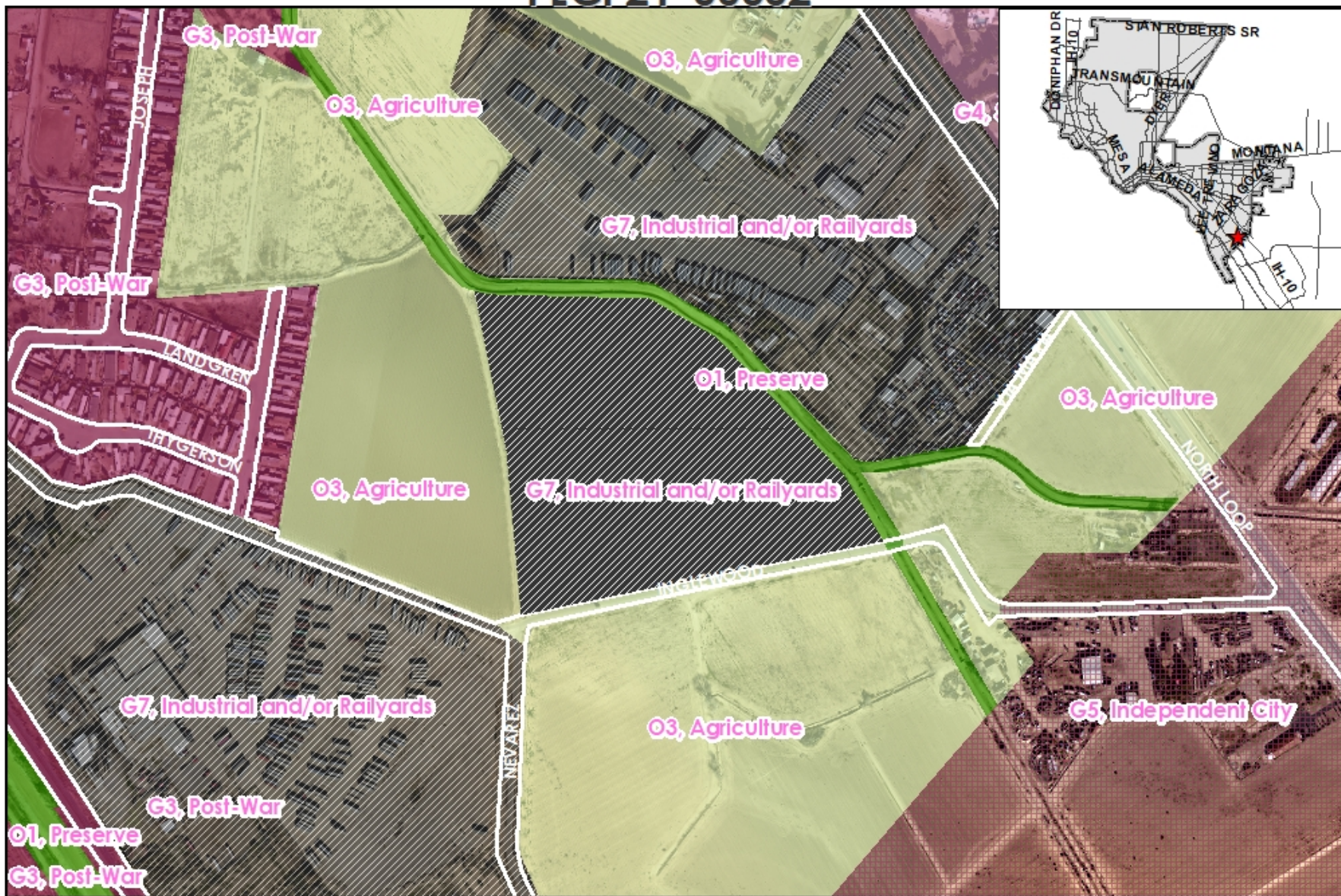


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Subject Property





Future Land Use

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Subject Property

0 130 260 520 780 1,040 Feet



Subject Property



PROPOSED REZONING
PUBLIC HEARINGS
ARE SCHEDULED
PLEASE CALL (915) 212-1509
PROPUESTA DE REZONIFICACION
AUDIENCIAS SE HAN AGENDADO
SI MAS INFORMACION
LLAME AL TEL (915) 212-1509

Surrounding Development



N



E



S

W

Public Input

- The Planning & Inspections Department in conjunction with the office of City Representative for District 6, held a virtual community meeting on May 13, 2021.
- Public notices were mailed to property owners within 300 feet on May 21, 2021. As of June 2, 2021, the Planning Division has received two emails of commentary.





Recommendation

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Mission

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



Vision

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



Values

Integrity, Respect, Excellence,
Accountability, People



Legislation Text

File #: 21-731, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6

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

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

AGENDA DATE: July 7, 2021
PUBLIC HEARING DATE: August 3, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Karina Brasgalla, (915) 212-1604

DISTRICT(S) AFFECTED: District 6

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 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

BACKGROUND / DISCUSSION:

The applicant is requesting to revise the Future Land Use Map designation from O-3, Agriculture to G-7, Industrial. City Plan Commission recommended 8-0 to approve the proposed amendment 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? 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)

Revised 04/09/2021

ORDINANCE NO. _____

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.

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 (FLUM) 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, when changes and amendments to the zoning map are requested, the reviewing City departments and the City Plan Commission must make recommendations regarding the conformity of the proposed change to the City’s Comprehensive Plan; and

WHEREAS, in some instances when a request to amend the zoning map does not conform to the Future Land Use Map, an amendment to that map may be required; and

WHEREAS, the City Plan Commission, after conducting a public hearing, recommended the proposed amendment to the Future Land Use Map; and

WHEREAS, after conducting a public hearing, the proposed amendment to the Future Land Use Map of Plan El Paso will have no negative impact upon the public health, safety, morals, and general welfare of the City, and will carry out the purpose and spirit of the policies expressed in Plan El Paso.

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

1. That the areas identified in **Exhibit “A”** and described as 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, located in the City of El Paso, El Paso County, Texas, be incorporated into the City’s Comprehensive Plan, Plan El Paso, for all the purposes, including amending the Future Land Use Map from O-3, Agriculture to G-7, Industrial.
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

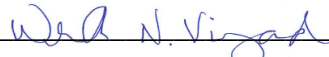
Oscar Leeser
Mayor

(Signatures on next page)

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



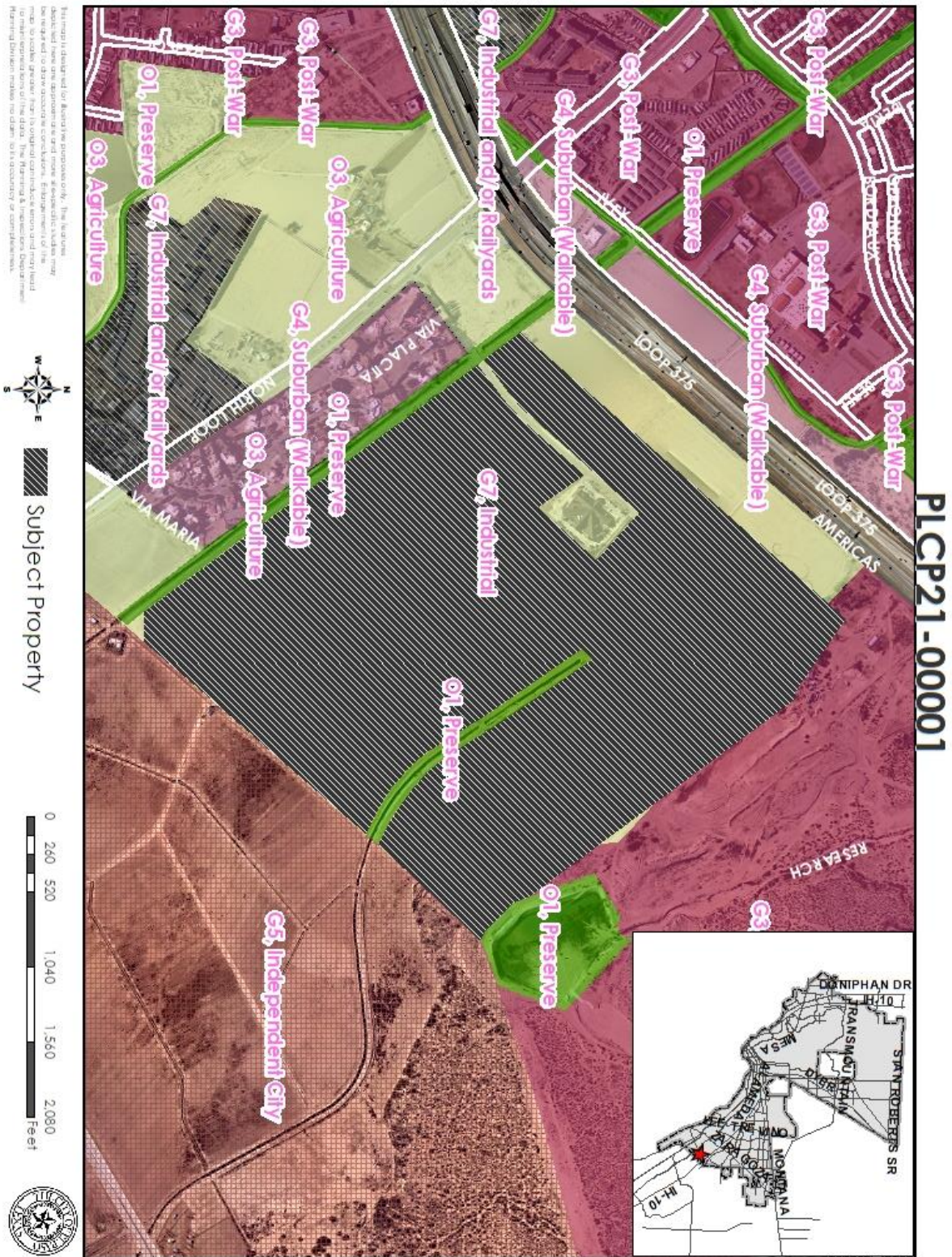
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip Etiwe, Director
Planning & Inspections Department

Exhibit A: Future Land Use Map



This map is prepared for illustrative purposes only. The boundaries depicted are not intended to be construed as a warranty, representation, or guarantee of any kind. The boundaries are based on the best available information and are subject to change without notice. The Planning & Inspection Department reserves the right to modify the boundaries at any time without notice. The Planning & Inspection Department is not responsible for any errors or omissions on this map.

9641 North Loop Dr. and 215 Sofia Pl.

City Plan Commission — June 3, 2021

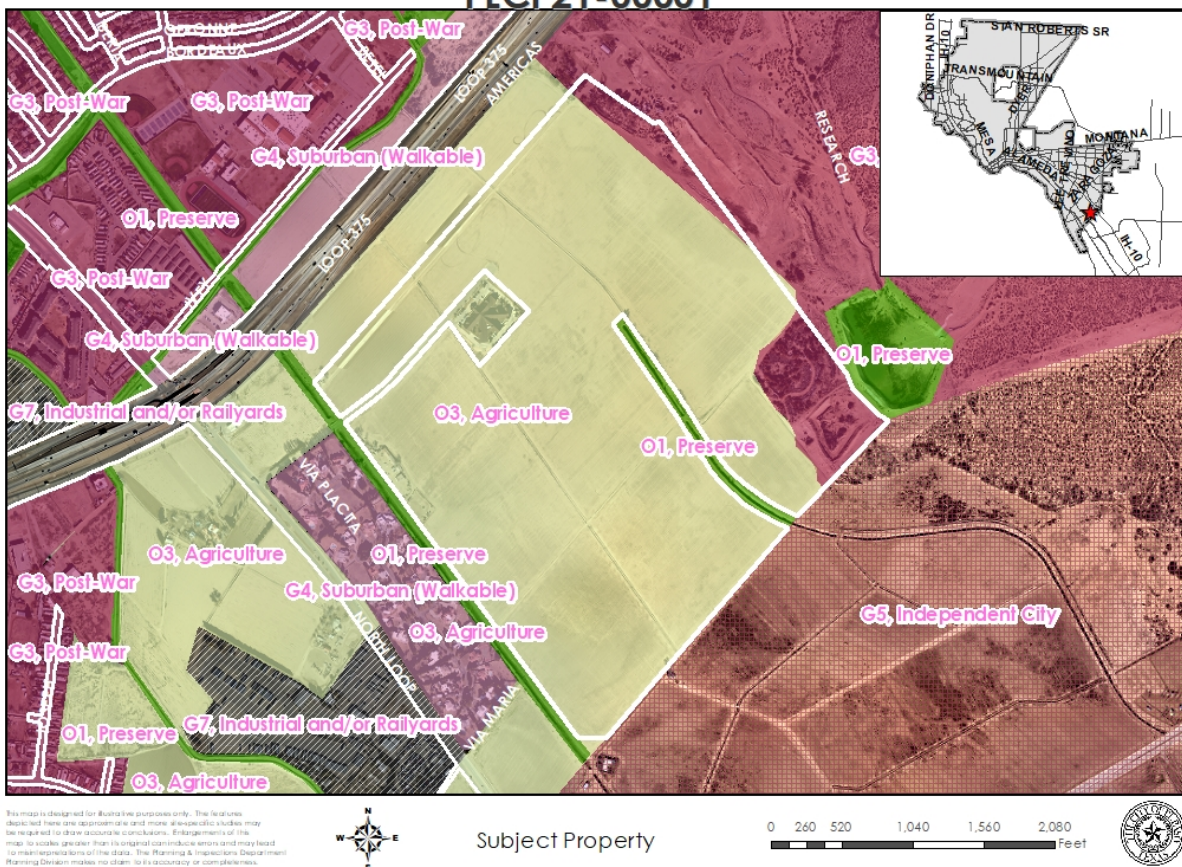


CASE NUMBER:	PLCP21-00001
CASE MANAGER:	Karina Brasgalla, (915) 212-1604, BrasgallaKX@elpasotexas.gov
PROPERTY OWNER:	Ivey Investments, LTD
REPRESENTATIVE:	Kimley-Horn and Associates, Inc.
LOCATION:	9641 North Loop Dr. and 215 Sofia Pl. (District 6)
PROPERTY AREA:	229.79 acres
REQUEST:	Adjust the Future Land Use designation from O-3, Agriculture, to G-7, Industrial
RELATED APPLICATIONS:	PZRZ21-00005
PUBLIC INPUT:	N/A

SUMMARY OF REQUEST: The applicant is requesting an amendment to *Plan El Paso*, the City's comprehensive plan, to adjust the Future Land Use designation for one property, from O-3, Agriculture, to G-7, Industrial, to accommodate proposed industrial development.

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed development is in keeping with the character of the transitional changes occurring in the area and the policies of *Plan El Paso* for the G-7 Industrial Future Land Use designation.

PLCP21-00001



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Subject Property

0 260 520 1,040 1,560 2,080 Feet



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is proposing to adjust the Future Land Use designation on a 229.79-acre property in order to allow for development of an industrial park. The G-7 designation is most in character with the proposed development for the property, which is similar in scale and character to the nearby industrial development along North Loop Drive, Americas Avenue, and I-10. The area has been experiencing a transition resulting from recent improvements to the nearby Ysleta Port of Entry and changing development patterns.

This case is related to application number PZRZ21-00005, which requests to rezone part of the subject area from A-2/sc (Apartment/special contract) to C-4/c (Commercial/conditions).

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: Nearby properties with similar trade, distribution, and warehouse uses are also designated G-7. There is an established residential community to the southwest, designated G-4 (Suburban). Vacant land to the northeast is designated G-3 (Post-War). Any development should be sensitive to these land uses and mitigate effects to the maximum extent possible. Adjacent land to the southeast lies within the City of Socorro and is zoned for Industrial and Commercial uses.

COMPLIANCE WITH PLAN EL PASO – When evaluating whether a proposed adjustment is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed Future Land Use designation for the property:</p> <p>G-7 – Industrial: This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso’s economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town</p>	<p><i>Plan El Paso</i> calls out the G-7 designation as appropriate for industrial parks and industrial uses, which is in keeping with the proposed uses. The associated rezoning to C-4 will ensure that any future proposed uses will remain compatible with the G-7 designation. The 2021 addendum lays out new guidance for the conversion of O-3, Agriculture designations into trade supportive uses when there is economic necessity.</p>
<p>Preferred Development Locations: Is the property in a “Compact Urban” area?</p>	N/A

THE PROPOSED DESIGNATION’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.</p>	N/A
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested change.</p>	Development of the subject property will bring higher intensity uses into close proximity with existing residential and agricultural uses.
<p>Natural Environment: Anticipated effects on the natural environment.</p>	The subject property is currently inactive farmland. The existing irrigation canals and drainage laterals will be buffered from development.
<p>Stability: Whether the area is stable or in transition.</p>	As referenced in the 2021 <i>Plan El Paso</i> addendum, the surrounding area is in transition from farmland to trade supportive uses.

Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing designation no longer suitable for the property.	The subject property is being sold to be developed as an industrial park and therefore the 'Agriculture' designation is no longer appropriate.
--	--

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission (CPC) has the authority to advise City Council on changes to the Comprehensive Plan. In evaluating the request, the CPC may take any of the following actions:

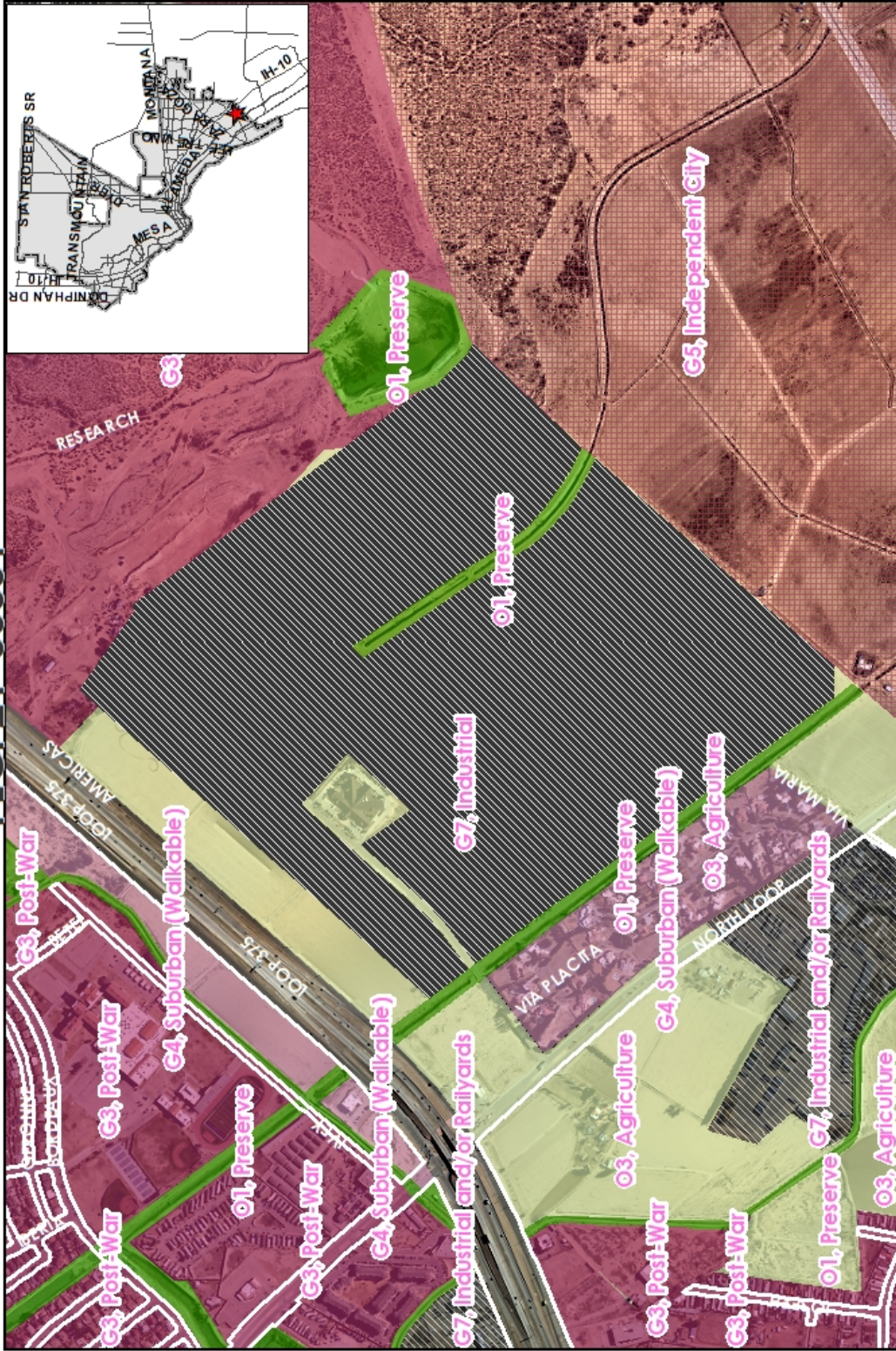
1. **Recommend Approval** of the request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the 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 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. Proposed Future Land Use Map

ATTACHMENT 1

PLCP21-00001



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File #: 21-732, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6

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

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

AGENDA DATE: July 7, 2021

PUBLIC HEARING DATE: August 3, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Karina Brascgalla, (915) 212-1604

DISTRICT(S) AFFECTED: District 6

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 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

BACKGROUND / DISCUSSION:

The applicant is requesting to revise the Future Land Use Map designation from O-3, Agriculture to G-7, Industrial. City Plan Commission recommended 8-0 to approve the proposed amendment 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? 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)

ORDINANCE NO. _____

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.

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 (“FLUM”) 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, when changes and amendments to the zoning map are requested, the reviewing City departments and the City Plan Commission must make recommendations regarding the conformity of the proposed change to the City’s Comprehensive Plan; and

WHEREAS, in some instances when a request to amend the zoning map does not conform to the Future Land Use Map, an amendment to that map may be required; and

WHEREAS, the City Plan Commission, after conducting a public hearing, recommended the proposed amendment to the Future Land Use Map; and

WHEREAS, after conducting a public hearing, the proposed amendment to the Future Land Use Map of Plan El Paso will have no negative impact upon the public health, safety, morals, and general welfare of the City, and will carry out the purpose and spirit of the policies expressed in Plan El Paso.

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

1. That the areas identified in **Exhibit “A”** and legally described All of Tract 19B, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, be incorporated into the City’s Comprehensive Plan, Plan El Paso, for all the purposes, including amending the Future Land Use Map from O-3, Agriculture to G-7, Industrial.
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:

APPROVED AS TO CONTENT:

Russell T. Abeln

Russell Abeln
Assistant City Attorney

Philip Etiwe

Philip Etiwe, Director
Planning & Inspections Department

551 Inglewood Dr.

City Plan Commission — June 3, 2021



CASE NUMBER:	PLCP21-00002
CASE MANAGER:	Karina Brasgalla, (915) 212-1604, BrasgallaKX@elpasotexas.gov
PROPERTY OWNER:	Inglewood Properties, LLC
REPRESENTATIVE:	H2O Terra c/o Jose Hernandez
LOCATION:	551 Inglewood Dr. (District 6)
PROPERTY AREA:	19.85 acres
REQUEST:	Adjust the Future Land Use designation from O-3, Agriculture, to G-7, Industrial
RELATED APPLICATIONS:	PZRZ21-00006
PUBLIC INPUT:	N/A

SUMMARY OF REQUEST: The applicant is requesting an amendment to *Plan El Paso*, the City's comprehensive plan, to adjust the Future Land Use designation for one property, from O-3, Agriculture, to G-7, Industrial, to accommodate proposed industrial development.

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed development is in keeping with the character of the adjacent development and the policies of *Plan El Paso* for the G-7 Industrial Future Land Use designation.



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



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is proposing to adjust the Future Land Use designation on a 19.85-acre property in order to allow for development of a trucking and warehouse facility. The G-7 designation is most in character with the proposed development for the property, which is similar in scale and character to the nearby industrial development along North Loop Drive, Americas Avenue, and I-10. The area has been experiencing a transition resulting from recent improvements to the nearby Ysleta Port of Entry and changing development patterns.

This case is related to application number PZRZ21-00006, which requests to rezone part of the subject area from R-F (Ranch-Farm) to C-4/c (Commercial/conditions).

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: Nearby properties with similar trade, distribution, and warehouse uses are designated G-7. There is an established residential community to the West, designated G-3 (Post-War). There are also surrounding farmland designated O-3 (Agriculture). Any development should be sensitive to these land uses and mitigate effects to the maximum extent possible. Land to the southeast lies within the City of Socorro and is zoned for Industrial and Commercial uses.

COMPLIANCE WITH <i>PLAN EL PASO</i> – When evaluating whether a proposed adjustment is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed Future Land Use designation for the property:</p> <p>G-7 – Industrial: This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso’s economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town</p>	<p><i>Plan El Paso</i> calls out the G-7 designation as appropriate for industrial parks and industrial uses, which is in keeping with the proposed uses. The associated rezoning to C-4 will ensure that any future proposed uses will remain compatible with the G-7 designation. The 2021 addendum lays out new guidance for the conversion of O-3, Agriculture designations into trade supportive uses when there is economic necessity.</p>
<p>Preferred Development Locations: Is the property in a “Compact Urban” area?</p>	N/A

THE PROPOSED DESIGNATION’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.</p>	N/A
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested change.</p>	Development of the subject property will bring higher intensity uses into close proximity with existing residential and agricultural uses.
<p>Natural Environment: Anticipated effects on the natural environment.</p>	The subject property is currently inactive farmland. The existing irrigation canals and drainage laterals will be buffered from development.
<p>Stability: Whether the area is stable or in transition.</p>	As referenced in the 2021 <i>Plan El Paso</i> addendum, the surrounding area is in transition from farmland to trade supportive uses.
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing designation no longer suitable for the property.</p>	The subject property has been sold to serve as an expansion of the trucking operations to the North and

COMPLIANCE WITH *PLAN EL PASO* – When evaluating whether a proposed adjustment is in accordance with *Plan El Paso*, consider the following factors:

	therefore the 'Agriculture' designation is no longer appropriate.
--	---

CITY PLAN COMMISSION OPTIONS:

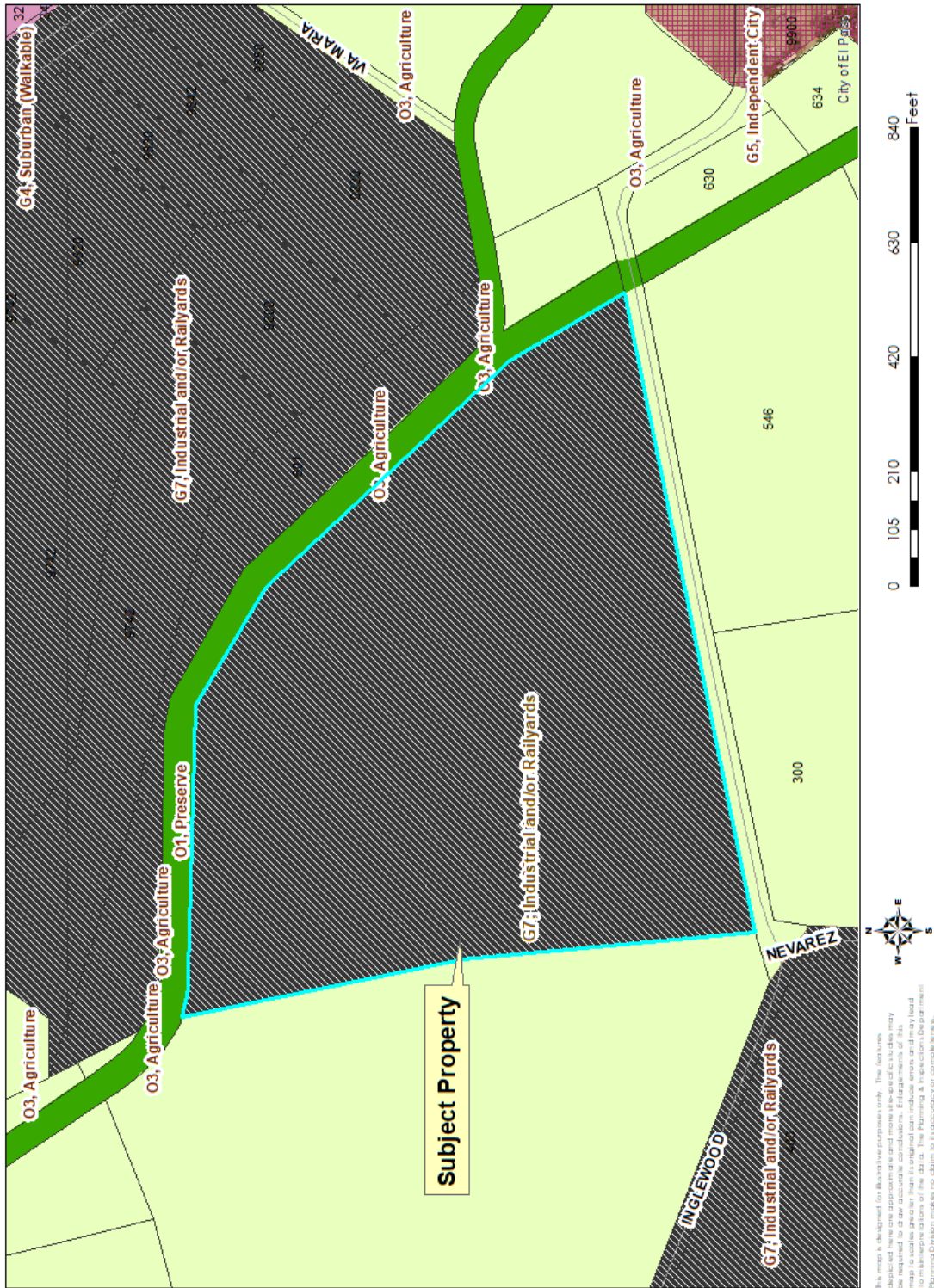
The City Plan Commission (CPC) has the authority to advise City Council on changes to the Comprehensive Plan. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the 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 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 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. Proposed Future Land Use Map

ATTACHMENT 1



This map is designed for illustrative purposes only. The facts may be required to draw accurate conclusions. Eritrangers of this map to scales greater than its original scale include errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-856, 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

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution amending the adopted 2021 Public Art Plan to allow for additional projects and allocations.

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

AGENDA DATE: August 3, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ben Fyffe, 915-212-1766

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Enhance El Paso's Quality of Life Through Recreational, Cultural and Educational Environments

SUBJECT:

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

Approve a resolution amending the adopted 2021 Public Art Plan to allow for additional projects and allocations.

BACKGROUND / DISCUSSION:

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

The 2021 Public Art Plan is being amended to allow for inclusion of new projects including a mural at El Paso International Airport, a project in Children's Section of Main Library and re-siting of existing projects in Cleveland Square to allow for MACC construction. The Plan is also being amended to allow location of two projects to change within approved site and for increased allocations for projects in which cost of construction materials has escalated beyond previous budgets

PRIOR COUNCIL ACTION:

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

Plan was approved January 19, 2021

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?

2010, 2011, 2012, 2013, 2017, 2018, and 2019 Certificates of Obligation; the 2012 Infrastructure and Quality of Life Bonds; and the 2019 Public Safety Bonds.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Museums and Cultural Affairs

SECONDARY DEPARTMENT: CID

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

DEPARTMENT HEAD:



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

Exhibit "A" Public Art Plan 2021

District	Project	Location	Selection Process	Artist	Appropriated Funds	Additional Allocations	Total Allocations	Timeline	Summary
Project Amendments/New Projects									
2	Airport Mural Project	El Paso International Airport	Direct Select	TBD	\$30,000	\$0	\$30,000	TBD	Artist to be commissioned to work with the community to design install and mural public art project.
8	Children's Museum Umbrella Canopy	201 W. Main St.	Invitational Competition	FUTUREFORMS	\$835,000	\$165,000	\$1,000,000	Apr-22	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
8	Country Club Rd. Roundabout	Country Club Rd. and Memory Dr.	Direct Select	Laura Turon	\$150,000	\$25,000	\$175,000	Nov-21	Local artist is currently designing the art piece which will be integrated into the project.
5	Esperanza Moreno Library Renovation	12480 Pebble Hills Blvd.	Invitational Competition	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
8	Galatzan Recreation Center	650 Wallenberg Dr.	Open Competition	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with public art staff and the community to design, fabricate and install a public art project.
8	Main Library Children's Area	501 N. Oregon St.	Invitational Competition	TBD	\$215,000	\$0	\$215,000	TBD	Local artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
8	<i>Sombras y Luz & A Novel Romance</i> Relocation	510 N Santa Fe St.	Direct Select	TBD	\$400,000	\$0	\$400,000	TBD	Local art professional to be commissioned to work with public art staff to remove, relocate, and reinstall public art projects.
Public Art Projects in Progress									
2	Alabama Street Mural Replacement	Alabama St. @ Broadus Ave.	Invitational Competition	TBD	\$120,000	\$0	\$120,000	Dec-21	Artist to be commissioned to work with the community to design install and mural public art project.
8	Arts Festival Plaza Water Wall Improvements	1 Arts Festival Plaza	Invitational Competition	TBD	\$400,000	\$0	\$400,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
3	August 3rd Memorial	7500 W H Burgess Dr.	Direct Select	TBD	\$250,000	\$0	\$250,000	May-22	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
8	Chamizal Recreation Center/Library	2119 Cypress Ave.	Direct Selection	Jesus "Cimi" Alvarado	\$500,000	\$0	\$500,000	Jul-21	Local artist completed mural which will be integrated into the project as a glass façade on the exterior of the recreation center.
3	Clardy Fox Library Renovations	5515 Robert Alva Ave.	Direct Selection	Adrian Lopez	\$90,000	\$25,000	\$115,000	Sep-21	Local artist is currently designing the art piece which will be integrated into the project.
5	Eastside Regional Park Phase 2 Roundabout	13501 Jason Crandall Dr.	Open Competition	Joshua Wiener	\$95,000	\$0	\$95,000	TBD	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
5	Eastside Regional Park Phase 2 Memorial	13501 Jason Crandall Dr.	Direct Selection	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
5	Far East Transfer Center	12781 Edgmere Blvd.	Open Competition	Aaron Stephan	\$100,000	\$0	\$100,000	Aug-21	Artist is currently designing the art piece which will be integrated into the project.
1	Fire Station 36	1960 N Resler Dr.	Pre-Qualified Artist Pool	TBD	\$200,000	\$0	\$200,000	Dec-22	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.

6	Fire station 38	14301 Pebble Hills Blvd.	Pre-Qualified Artist Pool	TBD	\$200,000	\$0	\$200,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
3	Geronimo Drive Mural Replacement	Geronimo Dr.	Invitational Competition	TBD	\$160,000	\$0	\$160,000	Dec-21	Artist to be commissioned to work with the community to design install and mural public art project.
3	Hawkins Blvd. Improvements Viscount Boulevard	TBD	Invitational Competition	TBD	\$800,000	-\$250,000	\$550,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
2	Lower Beaumont Project	5005 N Piedras St.	Invitational Competition	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
8	Men of Company E Memorial at MACC	201 W. Franklin Ave.	Direct Selection	Julio Sanchez	\$615,000	\$0	\$615,000	TBD	Artist is currently fabricating the art piece which will be integrated into the project.
1,8	Mesa St and I-10 Improvements	I10 @ Mesa St.	Open Competition	TBD	\$500,000	\$0	\$500,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
2,3	Montana and Mescalero Improvements	Montana Ave. @ Mescalero Dr.	Open Competition	TBD	\$300,000	\$0	\$300,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
2,3,5,8	Montana Rapid Transit System	Montana Corridor	Open Competition	George Bates	\$350,000	\$0	\$350,000	Dec-21	Artist is currently fabricating the art piece which will be integrated into the project.
6	Pavo Real Recreation Center Improvements	9301 Alameda Ave.	Invitational Competition	Rene Nevarez	\$150,000	\$0	\$150,000	Jan-22	Local artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
TBD	Police & Fire Departments Academy	TBD	Pre-Qualified Artist Pool	TBD	\$800,000	\$0	\$800,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
5	Police Department Eastside Regional Command	14301 Pebble Hills Blvd.	Invitational Competition	TBD	\$500,000	\$0	\$500,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
TBD	Police Department Headquarters	TBD	Pre-Qualified Artist Pool	TBD	\$1,250,000	\$0	\$1,250,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
All	Public Art Master Plan	Citywide	RFQ	TBD	\$100,000	\$0	\$100,000	2022	The Public Art Master Plan will be a 10 year plan that will include a vision for the program, strategies for accomplishing that vision, and implementation recommendations.
4	Railroad Reconstruction	Farah Dr. to Purple Heart Memorial Highway	Open Competition	Douwe Blumberg	\$200,000	\$0	\$200,000	TBD 2025	Artist is currently designing the art piece which will be integrated into the project.
All	Site work for new projects	Citywide	N/A	N/A	\$750,000	\$0	\$750,000	Continuous	Allocation for sitework lighting, foundations, and landscaping for new projects as needed.
All	Site/visitor amenities	Citywide	N/A	N/A	\$400,000	\$0	\$400,000	Continuous	Allocation for site amenities as needed.
8	Special Teams Consolidation (Fire Stations 1, 9, 11)	TBD	Pre-Qualified Artist Pool	TBD	\$450,000	\$0	\$450,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
All	Streetscape Projects	Citywide	Invitational Competition	TBD	\$250,000	\$0	\$250,000	Continuous	Artist to be selected to design streetscape elements on eligible street projects as identified in Public Art Streetscape Aesthetics Plan and the CID Street Infrastructure project list.
Total allocations							\$11,725,000		

RESOLUTION

WHEREAS, by way of a Resolution on April 12, 2005, City Council adopted the 2014-2024 Public Art Master Plan dated October 28, 2014, as the primary guideline in determining and appropriating expenditures from the public art fund; and

WHEREAS, under the provisions of the City Code Chapter 2.40 (Department of Museums and Cultural Affairs) Section 2.40.70 (Art in Municipal Places) and Section 2.40.80 (Administration of the Public Art Program and Establishment of the Public Art Committee) the City of El Paso provided for art in municipal places, established a means of funding acquisition or commissioning of art for municipal places and established that the Public Art committee and the Museums and Cultural Affairs Advisory Board shall submit an annual Public Art Plan to the City Council; and

WHEREAS, the Museums and Cultural Affairs Department would like to Amend the 2021 Public Art Plan (“Amended Plan”) attached hereto as Exhibit “A” to update the artist selections, add a mural project to the El Paso Airport, and to increase the budget for projects due to increase in price of stainless-steel material; and

WHEREAS, the 2021 Public Art Plan was approved by Council on January 19, 2021 and the Public Art Committee (“PAC”) and the Museums and Cultural Affairs Advisory Board (“MCAAB”); and

WHEREAS, the City Council may accept or reject any portion of this Plan; and

WHEREAS, the City Council, having taken into consideration the recommendation of the PAC and MCAAB, determines that the Plan is reasonable and appropriately adopted and that said Plan serves the public purpose of enhancing the quality of life of the citizens of El Paso through the development of fine arts and cultural properties and by encouraging the integration of art in the architecture of municipal structures.

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

1. That the Amended 2021 Public Art Plan, attached hereto, be and is hereby officially adopted.
2. That Amendment to the 2021 Plan includes current art projects in progress initiated in 2021 and new projects to be initiated in Fiscal Year 2022 and on, and describes the planned location, proposed budget, timetable, and artist selection process for each project, and contains updates on public art projects in progress.
3. That adoption of the Plan is fully funded through 2010, 2011, 2012, 2013, 2017, 2018, and 2019 Certificates of Obligation; the 2012 Infrastructure and Quality of Life Bonds; and the 2019 Public Safety Bonds.

4. That the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Amended Plan as described in Exhibit “A”. If an artist identified in the Plan is unable or unwilling to finalize a contract with the City, then the City Manager is authorized to execute a contract and contract amendments with a new artist as selected by the Museum and Cultural Affairs Department approved by the Public Art Committee.

APPROVED this the _____ day of _____, 2021.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla Muñoz
Assistant City Attorney

APPROVED AS TO CONTENT:



Ben Fyffe, Managing Director
Cultural Affairs & Recreation

(Exhibit “A” on the following page)

Exhibit "A" Public Art Plan 2021

District	Project	Location	Selection Process	Artist	Appropriated Funds	Additional Allocations	Total Allocations	Timeline	Summary
Project Amendments/New Projects									
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2,3	Montana and Mescalero Improvements	Montana Ave. @ Mescalero Dr.	Open Competition	TBD	\$300,000	\$0	\$300,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
2,3,5,8	Montana Rapid Transit System	Montana Corridor	Open Competition	George Bates	\$350,000	\$0	\$350,000	Dec-21	Artist is currently fabricating the art piece which will be integrated into the project.
6	Pavo Real Recreation Center Improvements	9301 Alameda Ave.	Invitational Competition	Rene Nevarez	\$150,000	\$0	\$150,000	Jan-22	Local artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
TBD	Police & Fire Departments Academy	TBD	Pre-Qualified Artist Pool	TBD	\$800,000	\$0	\$800,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
5	Police Department Eastside Regional Command	14301 Pebble Hills Blvd.	Invitational Competition	TBD	\$500,000	\$0	\$500,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
TBD	Police Department Headquarters	TBD	Pre-Qualified Artist Pool	TBD	\$1,250,000	\$0	\$1,250,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
All	Public Art Master Plan	Citywide	RFQ	TBD	\$100,000	\$0	\$100,000	2022	The Public Art Master Plan will be a 10 year plan that will include a vision for the program, strategies for accomplishing that vision, and implementation recommendations.
4	Railroad Reconstruction	Farah Dr. to Purple Heart Memorial Highway	Open Competition	Douwe Blumberg	\$200,000	\$0	\$200,000	TBD 2025	Artist is currently designing the art piece which will be integrated into the project.
All	Site work for new projects	Citywide	N/A	N/A	\$750,000	\$0	\$750,000	Continuous	Allocation for sitework lighting, foundations, and landscaping for new projects as needed.
All	Site/visitor amenities	Citywide	N/A	N/A	\$400,000	\$0	\$400,000	Continuous	Allocation for site amenities as needed.
8	Special Teams Consolidation (Fire Stations 1, 9, 11)	TBD	Pre-Qualified Artist Pool	TBD	\$450,000	\$0	\$450,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
All	Streetscape Projects	Citywide	Invitational Competition	TBD	\$250,000	\$0	\$250,000	Continuous	Artist to be selected to design streetscape elements on eligible street projects as identified in Public Art Streetscape Aesthetics Plan and the CID Street Infrastructure project list.
Total allocations							\$11,725,000		

August 3, 2021

Agenda Item 48

2021 Public Art Plan- Amendment

COUNCIL STRATEGIC GOAL FOUR

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

4.1: Deliver Bond Projects Impacting Quality of Life Across the City in a Timely, Efficient Manner

2021 PUBLIC ART PLAN

Exhibit "A" Public Art Plan 2021									
District	Project	Location	Selection Process	Artist	Appropriated Funds	Additional Allocations	Total Allocations	Timeline	Summary
Project Amendments/New Projects									
2	Airport Mural Project	El Paso International Airport	Direct Select	TBD	\$30,000	\$0	\$30,000	TBD	Artist to be commissioned to work with the community to design install and mural public art project.
8	Children's Museum Umbrella Canopy	201 W. Main St.	Invitational Competition	FUTUREFORMS	\$835,000	\$165,000	\$1,000,000	Apr-22	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
8	Country Club Rd. Roundabout	Country Club Rd. and Memory Dr.	Direct Select	Laura Turon	\$150,000	\$25,000	\$175,000	Nov-21	Local artist is currently designing the art piece which will be integrated into the project.
5	Esperanza Moreno Library Renovation	12480 Pebble Hills Blvd.	Invitational Competition	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
8	Galatlan Recreation Center	650 Wallenberg Dr.	Open Competition	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with public art staff and the community to design, fabricate and install a public art project.
8	Main Library Children's Area	501 N. Oregon St.	Invitational Competition	TBD	\$215,000	\$0	\$215,000	TBD	Local artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
8	<i>Sombras y Luz & A Novel Romance</i> Relocation	510 N Santa Fe St.	Direct Select	TBD	\$400,000	\$0	\$400,000	TBD	Local art professional to be commissioned to work with public art staff to remove, relocate, and reinstall public art projects.
Public Art Projects in Progress									
2	Alabama Street Mural Replacement	Alabama St. @ Broadus Ave.	Invitational Competition	TBD	\$120,000	\$0	\$120,000	Dec-21	Artist to be commissioned to work with the community to design install and mural public art project.
8	Arts Festival Plaza Water Wall Improvements	1 Arts Festival Plaza	Invitational Competition	TBD	\$400,000	\$0	\$400,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
3	August 3rd Memorial	7500 W H Burgess Dr.	Direct Select	TBD	\$250,000	\$0	\$250,000	May-22	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
8	Chamizal Recreation Center/Library	2119 Cypress Ave.	Direct Selection	Jesus "Cimi" Alvarado	\$500,000	\$0	\$500,000	Jul-21	Local artist completed mural which will be integrated into the project as a glass façade on the exterior of the recreation center.
3	Clardy Fox Library Renovations	5515 Robert Alva Ave.	Direct Selection	Adrian Lopez	\$90,000	\$25,000	\$115,000	Sep-21	Local artist is currently designing the art piece which will be integrated into the project.
5	Eastside Regional Park Phase 2 Roundabout	13501 Jason Crandall Dr.	Open Competition	Joshua Wiener	\$95,000	\$0	\$95,000	TBD	Artist is collaborating with design team on the integration of artwork that will be installed at project completion.
5	Eastside Regional Park Phase 2 Memorial	13501 Jason Crandall Dr.	Direct Selection	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
5	Far East Transfer Center	12781 Edgmere Blvd.	Open Competition	Aaron Stephan	\$100,000	\$0	\$100,000	Aug-21	Artist is currently designing the art piece which will be integrated into the project.
1	Fire Station 36	1960 N Resler Dr.	Pre-Qualified Artist Pool	TBD	\$200,000	\$0	\$200,000	Dec-22	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.

2021 PUBLIC ART PLAN

6	Fire station 38	14301 Pebble Hills Blvd.	Pre-Qualified Artist Pool	TBD	\$200,000	\$0	\$200,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
3	Geronimo Drive Mural Replacement	Geronimo Dr.	Invitational Competition	TBD	\$160,000	\$0	\$160,000	Dec-21	Artist to be commissioned to work with the community to design install and mural public art project.
3	Hawkins Blvd. Improvements Viscount Boulevard	TBD	Invitational Competition	TBD	\$800,000	-\$250,000	\$550,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
2	Lower Beaumont Project	5005 N Piedras St.	Invitational Competition	TBD	\$150,000	\$0	\$150,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
8	Men of Company E Memorial at MACC	201 W. Franklin Ave.	Direct Selection	Julio Sanchez	\$615,000	\$0	\$615,000	TBD	Artist is currently fabricating the art piece which will be integrated into the project.
1,8	Mesa St and I-10 Improvements	I10 @ Mesa St.	Open Competition	TBD	\$500,000	\$0	\$500,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
2,3	Montana and Mescalero Improvements	Montana Ave. @ Mescalero Dr.	Open Competition	TBD	\$300,000	\$0	\$300,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
2,3,5,8	Montana Rapid Transit System	Montana Corridor	Open Competition	George Bates	\$350,000	\$0	\$350,000	Dec-21	Artist is currently fabricating the art piece which will be integrated into the project.
6	Pavo Real Recreation Center Improvements	9301 Alameda Ave.	Invitational Competition	Rene Nevarez	\$150,000	\$0	\$150,000	Jan-22	Local artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
TBD	Police & Fire Departments Academy	TBD	Pre-Qualified Artist Pool	TBD	\$800,000	\$0	\$800,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
5	Police Department Eastside Regional Command	14301 Pebble Hills Blvd.	Invitational Competition	TBD	\$500,000	\$0	\$500,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
TBD	Police Department Headquarters	TBD	Pre-Qualified Artist Pool	TBD	\$1,250,000	\$0	\$1,250,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
All	Public Art Master Plan	Citywide	RFQ	TBD	\$100,000	\$0	\$100,000	2022	The Public Art Master Plan will be a 10 year plan that will include a vision for the program, strategies for accomplishing that vision, and implementation recommendations.
4	Railroad Reconstruction	Farah Dr. to Purple Heart Memorial Highway	Open Competition	Douwe Blumberg	\$200,000	\$0	\$200,000	TBD 2025	Artist is currently designing the art piece which will be integrated into the project.
All	Site work for new projects	Citywide	N/A	N/A	\$750,000	\$0	\$750,000	Continuous	Allocation for sitework lighting, foundations, and landscaping for new projects as needed.
All	Site/visitor amenities	Citywide	N/A	N/A	\$400,000	\$0	\$400,000	Continuous	Allocation for site amenities as needed.
8	Special Teams Consolidation (Fire Stations 1, 9, 11)	TBD	Pre-Qualified Artist Pool	TBD	\$450,000	\$0	\$450,000	TBD	Artist to be commissioned to work with the design consultants, and the community to design, fabricate and install a public art project.
All	Streetscape Projects	Citywide	Invitational Competition	TBD	\$250,000	\$0	\$250,000	Continuous	Artist to be selected to design streetscape elements on eligible street projects as identified in Public Art Streetscape Aesthetics Plan and the CID Street Infrastructure project list.
Total allocations							\$11,725,000		

2021 PUBLIC ART PLAN



Public Input Process for EPTX Public Art

CID & Public Art

- Departments meet to review possible projects



Project Artist Selection

- Call/Invitation to Artists
- Artist Selection Panel (5 Members) selects Artist



Community Meetings

- Artist presents project and ideas to community for feedback



PAC Endorsement

- PAC approves finalized design
- Meeting open for public comment



Public Art Plan

- Approved by PAC, MCAB, and City Council
- Meetings are open for public comment



PAC Approves Artist Selection

- Artist is presented to PAC for approval
- Meeting open for public comment



Finalized Design

- Artist finalizes design based on community input
- Prepares to present to PAC

Artist Selection Panel: 5 members including, local artists, community members, design team, and art and design professionals.

NEW PROJECTS

2021 PUBLIC ART PLAN



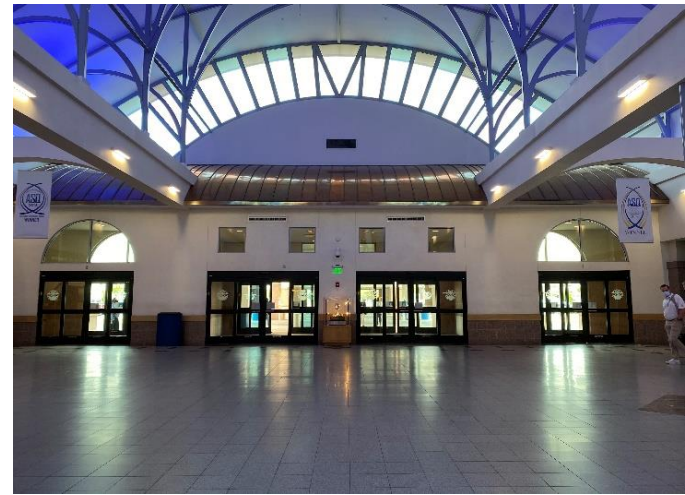
District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
2	Airport Mural Project	El Paso International Airport	Direct Select	TBD	\$30,000	\$0	\$30,000	TBD

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
8	<i>Sombras y Luz & A Novel Romance</i> Relocation	510 N. Santa Fe St.	Direct Select	TBD	\$400,000	\$0	\$400,000	TBD

NEW PROJECTS 2021 PUBLIC ART PLAN



Sombras y Luz & Novel Romance



Airport Mural Project

AMENDED PROJECT 2021 PUBLIC ART PLAN



Previously Approved

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
8	Leo Cancellare Pool Renovation	650 Wallenberg Dr.	Pre-Qualified Artist Pool	TBD	\$150,000	\$0	\$150,000	TBD

Request for Amendment

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
8	Galatzan Recreation Center	650 Wallenberg Dr.	Open Competition	TBD	\$150,000	\$0	\$150,000	TBD

AMENDED PROJECT 2021 PUBLIC ART PLAN



Previously Approved

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
5	Esperanza Moreno Library	12480 Pebble Hills Blvd.	Pre-Qualified Artist Pool	TBD	\$150,000	\$0	\$150,000	TBD

Request for Amendment

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
5	Esperanza Moreno Library	12480 Pebble Hills Blvd.	Invitational Competition	TBD	\$150,000	\$0	\$150,000	TBD

Previously Approved

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
8	Main Library Children's Area	501 N. Oregon St.	Open Competition	TBD	\$215,000	\$0	\$215,000	TBD

Request for Amendment

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
8	Main Library Children's Area	501 N. Oregon St.	Invitational Competition	TBD	\$215,000	\$0	\$215,000	TBD

AMENDED PROJECT 2021 PUBLIC ART PLAN



Previously Approved

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
8	Children's Museum Umbrella Canopy	201 W. Main St.	Invitational Competition	FUTUREFORMS	\$835,000	\$0	\$835,000	Apr-22

Request for Amendment

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
8	Children's Museum Umbrella Canopy	201 W. Main St.	Invitational Competition	FUTUREFORMS	\$835,000	\$165,000	\$1,000,000	Apr-22

Previously Approved

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
8	Country Club Rd. Roundabout	Country Club Rd. and Memory Dr.	Direct Select	Laura Turon	\$150,000	\$0	\$150,000	Nov-21

Request for Amendment

District	Project	Location	Selection Process	Artist	Allocations	Additional Allocations	Total Allocations	Timeline
8	Country Club Rd. Roundabout	Country Club Rd. and Memory Dr.	Direct Select	Laura Turon	\$150,000	\$25,000	\$175,000	Nov-21



QUESTIONS?